

**MENOMINEE COUNTY INTERMEDIATE
SCHOOL DISTRICT**

TRANSPORTATION SERVICES

REQUEST FOR PROPOSALS ("RFP")

February 1, 2019

I. SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS

The date and time for receipt of Proposals is:

March 1, 2019 at 2:00 p.m.

1.1 Proposal Envelope. An opaque, sealed envelope containing your Proposal, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT
PROPOSAL FOR BUS TRANSPORTATION
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and timely delivered to:

Menominee County Intermediate School District
Attention: Steve Martin
Superintendent
1201 41st Ave
Menominee, MI 49858

1.2 Late Proposals. Each Proposer is responsible for submission of its Proposal. Proposals or revisions to Proposals received after the date and time specified above may be rejected for consideration by Menominee County Intermediate School District ("ISD" or "District"). Any rejected proposals will be returned to the Proposer unopened. The ISD is not liable for any delivery or postal delays.

1.3 Original Proposal and Copies. Each Proposal must be an original, computer typed, and hard copy, and signed by an authorized member of the Proposer's firm. Oral, telephonic, telegraphic, facsimile, or email Proposals will NOT be accepted. Along with the original, signed Proposal, the Proposer shall also submit two (2) copies of the Proposal.

1.4 Opening of Proposals. The Proposals will be opened at the date and time stated above, by the Superintendent and/or such other administrator authorized by the Board of Education. No immediate decision will be rendered. Proposals will not be open to the public, nor disclosed to unauthorized persons prior to award of Contract. However, after award of Contract, all Proposals shall be open to public inspection, subject to any continuing disclosure prohibition under Michigan law.

1.5 RFP Clarifications and Addenda.

1.5.1 *Intent to Respond.* Each Proposer who intends to submit a Proposal in response to this RFP may submit, via email, an "Intent to Respond" to Steve Martin at stevemartin@mc-isd.org with the subject line "Transportation RFP Intent to Respond." The *Intent to Respond* shall include the name of the Proposer, the name of the contact person, and that person's email address. The ISD intends to communicate with Proposers via email, including with respect to RFP clarifications

and addenda. Those Proposers who fail to properly provide an *Intent to Respond* are not precluded from bidding, however, they will not receive responses to be solely responsible for obtaining any such information in an alternative manner.

1.5.2 *Requests for Clarification.* Proposers must examine this RFP and otherwise satisfy themselves as to the scope of the RFP and their respective responses. After submission of proposals, the ISD will not entertain any complaint or claim that the terms of the RFP were misunderstood. Proposers may request clarification of information within the RFP. All such requests should be made in email to Steve Martin at the email address given above and with the subject line "Transportation RFP Request for Clarification." Written responses to all written requests for clarification will be made and distributed to all Proposers who submitted an Intent to Respond via addenda. No requests for clarification will be accepted after the close of business February 25, 2019, which is 3 days before the deadline for submission of proposals. The responses to any requests for clarification will be provided to all Proposers who filed an Intent to Respond or are otherwise on record with the ISD as having received an RFP.

1.5.3 *Addenda.* If it becomes necessary to revise any part of the RFP, by addition, deletion, clarification, or correction, notice of the revision will be emailed to all Proposers who filed an Intent to Respond in accordance with Paragraph 1.5.1 and otherwise available to all Proposers upon an appropriate request. The ISD may, but shall not be required to, deliver addenda by regular mail or other method. All addenda shall become a part of the RFP. No Addenda shall be issued after the close of business February 25, 2019 (3) days before the deadline for submission of proposals. Each Proposer bears responsibility for confirming prior to submitting a Proposal that s/he has received all issued Addenda. To avoid miscommunication, each Proposer should acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.

1.5.4 *Availability.* Copies of this RFP and any associated addenda may be received from the Menominee County Intermediate School District Offices between the hours of 8 a.m. and 4 p.m., Monday through Friday, prior to the time and date specified above for the submission of Proposals.

1.6 RFP/Proposal Information Controlling. Each Proposer shall prepare its Proposal based only on the information contained in this RFP, notwithstanding any information that may have been previously provided to, or alternately obtained by, a Proposer. A Proposer noting any inconsistency between the information contained in this RFP and any information previously or alternately obtained should submit a request for clarification. No information communicated verbally or in writing to or from a Proposer shall be effective unless confirmed in writing in this RFP, an addendum to this RFP, a request for clarification response, or other another written response.

1.7 Bonding and Security. Each Proposal must be accompanied by a bid bond, certified check, or irrevocable letter of credit in an amount of five percent (5%) of the first year's proposed contract sum as a guarantee of the Proposer's good faith. If a bid bond is posted by a Proposer, it shall be from a surety licensed to do business in the State of Michigan and the attorney-in-fact who executes the bid bond on behalf of the Proposer shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Menominee

County Intermediate School District," and the ISD shall not be liable for any interest earned thereon. The security, in whatever form, shall be forfeited in its entirety as liquidated damages, and not as a penalty, if the Proposer withdraws its Proposal after the due date for submission of Proposals or, upon acceptance of its Proposal by the ISD, Proposer fails to perform services or to execute a form of Contract, including the provision of insurance and bonds acceptable to the ISD, within thirty (30) days of an award to Proposer. Good faith deposits shall be returned to all Proposers within a reasonable time after the award to the successful Proposer.

1.8 Reservation of Rights. It is the intent of the ISD to award any Contract in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements. The ISD reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award any Contract to other than the Proposer(s) submitting the lowest bid. The ISD reserves the right to request additional information from any or all Proposers, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal. The ISD reserves the right, in its sole discretion (for this provision and for all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. Grounds for rejection of Proposals may include, but are not limited to:

- Failure of Proposal to conform to RFP requirements
- Submitting a Proposal imposing conditions which would modify the terms and conditions of the RFP or limit the Proposer's liability to the ISD on any awarded contract
- Submitting a Proposal determined by the ISD to be unreasonable in price
- A Proposal is received by a Proposer determined by the ISD not to be a responsible Proposer
- Failure to furnish a bond or security as required by the RFP
- Any other reason deemed relevant by the ISD and which is consistently applied

1.9 Release of Claims. Each Proposer submitting its Proposal releases the ISD from any and all claims arising out of, and related to, the RFP process and the selection of a contractor.

1.10 Proposer Bears Costs of Proposal. A Proposer is responsible for any and all costs it incurs (or that are incurred by others on its behalf) in preparing or submitting a Proposal, in otherwise responding to this RFP, or in any negotiations incidental to its Proposal or this RFP. Also, if selected, any start-up costs are included in the bid amount.

1.11 Modification or Withdrawal of Proposals.

1.11.1 Proposals submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Proposal shall be submitted in the same fashion as required by this RFP and shall be worded so as not to reveal the amount of the original proposal sum.

1.11.2 Proposals submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

1.12 Collusive Bidding and Relationship Disclosure.

1.12.1 The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

1.12.2 The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as **Attachment A**.

1.12.3 The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as **Attachment B**.

II. SELECTION TIME LINE, CRITERIA, AND EVALUATION

2.1 The RFP shall be released and considered on the following schedule:

<u>Release of RFP</u>	<u>February 1, 2019</u>
<u>Deadline for Requests for Clarification and Addenda</u>	<u>February 25, 2019</u>
<u>Proposals Due</u>	<u>2:00 p.m March 1, 2019</u>
<u>RFP Evaluations</u>	<u>March 1-April 12, 2019</u>
<u>Board Approval</u>	<u>April 15, 2019</u>
<u>Implementation</u>	<u>July 1, 2019</u>

With the exception of the deadline for Proposal submission, the ISD reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Proposers. The selected contractor shall be referred to herein as the “Contractor,” which will be selected from the Proposers.

2.2 **Proposal Information.** Proposals must demonstrate an understanding of the scope of services and the ability to accomplish the tasks set forth herein and must include information that will enable the ISD to determine the Proposer’s overall qualifications. Each Proposal shall include the information identified below and any other information required by this RFP, but may also include certain other information that the Proposer feels is significant with respect to the ISD making an informed decision relative to the Proposal.

2.2.1 Bid security as required by Section 1.7.

2.2.2 Original bid document and copies as required by Section 1.3.

2.2.3 The Proposal may include any statement or explanation concerning the Proposal. Such statements or explanations must be written separately and independently from the bid documents.

2.2.4 The Proposed Contract Sum, as it relates to the charge for the regular routes, shall be identified on, and in compliance with, the Proposal Form attached hereto as **Attachment C**.

2.2.4.1 The Proposed Contract Sum shall be identified as a total dollar amount, but the Proposer shall provide an adequate explanation how its costs have been computed.

2.2.4.1.1 The Contract Sum will be based on the charge for the regular routes specified below, which will be operated approximately 180 days of the year, minus weather cancellation days.

2.2.4.1.2 The Contract Sum shall take into account that the District will not be responsible for financing, holding title to, or licensing vehicles.

2.2.4.1.3 Explanations related to the Proposed Contract Sum shall be based upon available data for the 2018-2019 school year.

2.2.4.2 Alternative pricing *shall* be provided for all of the following:

2.2.4.2.1 The additional cost of providing services for an additional one-year term (beyond the initial one-year term), which may be authorized at the ISD's sole option.

2.2.4.2.2 A comparison in total dollar amounts for providing the services necessary under this agreement with (a) the ISD purchasing the fuel; and (b) the Contractor purchasing the fuel.

2.2.4.3 Other pricing methods and alternates may be considered, but only if the Proposer is first considered responsive to the pricing requirements identified above.

2.2.5 By submitting a Proposal, each Proposer is attesting to the following: (a) Proposer has read and understands the RFP and service requirements and the Proposal is made in accordance therewith, (b) Proposer warrants that it is familiar with the local conditions (e.g., roads, weather, and geographic areas) under which the work will be performed, and (c) Proposer's price is based upon personnel and equipment described in the RFP and in accordance with all terms and conditions without exception.

2.2.6 The Proposer shall submit an implementation schedule and plan concerning the subject matter of this agreement, which includes: the inspection of vehicle, facilities, and equipment; year, make, and model of all vehicles; recruitment and relocation, if necessary, of management and supervisory personnel; selection, and any necessary training and employment of drivers. Given the routes set forth in Attachment E, the Proposer shall set forth the hours of student pickup, arrival at school, departure from school, and last student drop off time. In addition, the Proposer shall include an hourly rate for field trips, and other school transportation needs.

2.2.7 The Proposer shall submit a brief statement about the corporate or individual history of the bidder.

2.2.8 The Proposer shall submit a description of the experiences and qualifications for each of the bidder's management level employees that will be responsible for the performance of this agreement. If a manager has not been identified or hired, the description should set forth the qualifications necessary to fill the position.

2.2.9 The Proposer shall submit a statement of the Proposer's qualifications, including a list of at least five (5) school bus contracts held over the last five (5) years with at least five (5) route buses. Examples used by proposers must have been continuous for a period of no less than five (5) years duration.

2.2.10 The Proposer shall acknowledge in writing all Addenda received and reviewed, if any, prior to submission of its Proposal.

2.2.11 The Proposal shall include background information and qualifications of the personnel who will be involved with the ISD, including a list of proposed management staff, describe the chain of command and reporting relationships, and include an organizational chart (including where any ISD liaison or representative would be placed).

2.2.12 The Proposer shall include a list of credit references, including at least three (3) trade or industry suppliers with whom you regularly deal.

2.2.13 The Proposer shall provide a list of training programs, if any, as further described herein.

2.2.14 The Proposer shall describe its bus maintenance program.

2.2.15 The Proposer shall provide a list of experience with the Michigan State Police Motor Carrier Division inspections, including results and any corrective action taken.

2.2.16 The Proposer shall describe how it will satisfy the communication equipment requirements further addressed herein.

2.2.17 The Proposer shall provide a list of at least three (3) Michigan State Public School Districts references, including contact names, addresses, and phone numbers, from separate entities who have contracted with Proposer to receive transportation services, including the type and scope of services provided and whether the Proposer assisted in converting from a school-provided transportation program to a contracted service transportation program.

2.2.18 The Proposer shall describe its experience with providing routing management services. The description should include all facets of routing and boundary planning and should discuss any experience the Proposer has with using computer routing software programs (and, if applicable, its plan to do so for this contract).

2.2.19 The Proposer shall provide evidence of its ability to furnish insurance required by this RFP and its financial stability, including an audited financial report for the three (3) most recent fiscal years. Upon request by the District, the Proposer shall provide its balance sheets for the three (3) most recent fiscal years.

2.2.20 The Proposer shall have adequate equipment to fulfill the requirements of this agreement equipment If the successful Proposer does not have adequate equipment at the time of award of the contract, the Proposer shall present the District with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied and that all such equipment will be available on-site for use by the Contractor for performance of the contract at least thirty (30) days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within 14 calendar days after the District's notification to the successful Proposer(s) of approval of the School Board's award of the contract.

2.2.21 The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and policies that apply to Michigan public schools and transportation services, particularly including the Revised School Code and the Pupil Transportation Act. Without limiting the breadth of the foregoing, the Proposer shall agree to comply, at its cost, with the requirements for criminal history and background checks conducted or facilitated by the District as required by the Revised School Code.

2.2.22 The Proposer shall provide a list of all litigation, arbitrations, mediation and/or regulatory proceedings for the past five (5) years related to Proposer's provision of transportation services, provision of maintenance services, provision of supplies, materials and equipment with respect to same, working conditions, employment practices, and mistreatment of pupils or other persons being transported. Workers' compensation or unemployment proceedings should *not* be discussed pursuant to this section.

2.2.23 This list must state any order, judgment, or decree of any court of any jurisdiction enjoining it from, or otherwise limiting its participation in any type of business practice of activity.

2.2.24 The Proposer shall provide a list of any petitions filed under the Bankruptcy Act or any state insolvency law or a receiver, fiscal agent, or similar officer appointed by a court for the business or property of the Contractor, a subsidiary or intermediary company, parent company, holding company, or any partnership in which the Contractor was a general partner at or within five (5) years before the time of such filing or such appointment.

2.2.25 The Proposer shall specifically identify and explain any and all complaints or requested exceptions to its compliance with the requirements of this RFP and the form of Contract. **The failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of the RFP and/or Contract.**

2.3 Evaluation of Proposals. The purpose of this RFP is to consider a contractual relationship with an experienced and qualified transportation company to provide complete transportation and vehicle maintenance services to the ISD in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. Given the complexity of the ISD's transportation operations, every aspect of the operation may not be detailed in this RFP. The Proposer

must document their expertise, experience, and approach based on their understanding of the ISD's requirements.

2.3.1 The ISD shall have the right to take such steps as are necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner in accordance with the RFP. In determining the qualifications and responsibilities of the Proposer, the ISD shall take into consideration those criteria listed in Section 2.2 and any other consistently-applied information the ISD deems necessary.

2.3.2 The ISD reserves the right, but shall not be obligated, to select one or more Proposers for post-Proposal investigation, discussions and/or negotiations. Such investigations, discussions and negotiations, if they occur, will involve only Proposers who submit Proposals falling within a competitive range to be determined by the ISD. Proposals will be generally evaluated based on quality of response to this RFP, apparent capability of Proposer in the areas of management, business stability, routing, human resources, and cost.

2.3.3 The ISD reserves the right to reject any and all Proposals and to waive all informalities and/or technicalities where the best interest of the ISD may be served, including the right to award a Contract without further discussion or negotiation with any firm.

2.4 Contract Award and Requirements.

2.4.1 The Contract will be in the form attached as **Attachment D**, except that the ISD may elect in its sole discretion to further negotiate the terms of same with Proposers whose Proposals fall within a competitive range as determined by the ISD in its discretion.

2.4.2 The award of a Contract is contingent upon securing an acceptable Proposal, as determined within the ISD's sole discretion. A Contract shall be binding and enforceable only upon the following conditions: (a) successful agreement on the terms of the contract; and (b) execution of a Contract reduced to writing as contemplated by Section 2.4.1; and (c) authorization by the ISD's Board of Education. A contract shall not exist between a Proposer and the ISD merely because a Proposer has submitted a conforming Proposal and the ISD's Board of Education has accepted the Proposer's Proposal. The Contract shall only come into existence when the document between the ISD and the Proposer contemplated under Section 2.4.1 is executed by both parties and approved by the ISD's Board of Education.

2.4.3 The Contract shall be for an initial one (1)-year term – from July 1, 2019 to June 30, 2020 – with the ISD having the right to renew the Contract, in its sole and absolute discretion, on a yearly basis, for up to two (2) additional years. *In addition to the period described above*, Proposers may submit a supplemental alternate for a different time frame. The Contract may be terminated upon 60 days' written notice from the ISD with or without cause.

2.4.4 Any selected Proposer may be required to provide a performance bond in an amount equal to one hundred percent (100%) of the Proposed Contract Sum. The

decision to require a performance bond rests solely with the ISD. An additional cost for the performance bond will be allowed only if the Proposer identifies such additional cost as an add-alternate, as required above. If a performance bond is required, the bond shall be written in a form acceptable to the ISD and shall be delivered to the ISD prior to the date of performance. The ISD reserves the right to negotiate the terms of the performance bond, for example, to base the cost on only the first year of service.

2.4.5 Insurance.

2.4.5.1 The Proposer shall insure jointly the liability of itself, the ISD, and their duly authorized representatives for damage to property or injury to persons which arise as a result of the Contract and the duties of the Proposer which arise therefrom. Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to the ISD prior to execution of the Contract. Failure to do so shall be a justifiable basis to act against the Proposer's bid security. The Contractor shall present and maintain current certificates of insurance throughout the term of this agreement.

2.4.5.2 The Proposer shall maintain insurance coverage satisfactory to the ISD, including with respect to coverage limits and deductibles, and as set forth below during the term of the Contract. The Proposer shall furnish evidence thereof to the ISD not less than thirty (30) calendar days before coverage is required and services are scheduled to begin pursuant to the Contract. Such evidence shall be in the form of a certificate of insurance, which shall also include a minimum of thirty (30) written days notification to certificate holders of cancellation or change in the policy, and shall be extended to include the ISD as an additional insured, with the policy stating that this coverage shall be the primary coverage for the district, its Board, employees, and volunteers. The proposed insurance provider(s) must be an insurance policy from an A.M. best rated "secured" or better admitted insurer, which is authorized to do business in Michigan. The insurance policy shall provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.

2.4.5.3 The Proposer shall maintain such public liability insurance that will protect the Proposer from any claims for damages for personal injury, including death, and damage to property that may arise from operations under, related to, or about the Contract.

2.4.5.4 The Proposer shall maintain such workers compensation insurance as will protect the Proposer from claims that may arise from operations under, related to, or about the Contract.

2.4.5.5 The following types of insurance, limits of liability, and policy extensions are required of the Proposer and (except for limit) all sub-contractors:

Workers Compensation and Employers Liability Insurance

Coverage A – Statutory

Coverage B – \$1,000,000 per Accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products & Completed Operations – Including Broad Form Extensions):

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Fire/Legal	\$1,000,000
Sexual Molestation	\$1,000,000

Errors and omissions liability insurance of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

Comprehensive Automobile Liability Insurance (owned, hired, and non-owned automobiles):

Bodily:	\$1,000,000 each Person
	\$1,000,000 each Occurrence
	\$2,000,000 Annual Aggregate

Property Damage:	\$1,000,000 each Occurrence
	\$2,000,000 Annual Aggregate

The Proposer shall not commence work under the Contract until all insurance stated in this RFP is obtained and the ISD has reviewed all associated insurance policies.

2.4.6 The Contract, and any other contract between the parties based on this RFP, shall incorporate the terms of the RFP and accepted portions of the Proposer's response thereto. The Contract will be the form of agreement attached as **Attachment D**, subject to: (a) the ISD's ability, in its sole and absolute discretion, to negotiate the Contract's terms, and (b) any specific exception to the Contract's terms as identified and explained in writing by the Proposer pursuant to Section 2.2.21, and agreed to by the ISD. In the event of any inconsistency between the Contract and the RFP and response, the provision that is most favorable to the ISD (as determined in the ISD's sole discretion) shall govern. Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

III. ISD TRANSPORTATION AND ROUTING INFORMATION

General information about the ISD and current routes and run times are shown on Attachment E.

DESCRIPTION OF SERVICES

4.1 Generally. Proposer shall, during the term of the Contract, furnish all management, supervision, drivers, equipment, services, necessary buses and related vehicles, and necessary

insurances required to provide all ISD transportation services in accordance with this RFP and at least at the same or similar service level as currently provided by the ISD, including:

4.1.1 Safe and reliable, on-time delivery of general education and special education students between home and center-based programs, between school buildings or other destinations determined by the ISD and the relevant Individualized Education Program (“IEP”), if applicable, and, generally, to and from school on a daily basis within ISD defined parameters and any field trips, after-school excursions, or other applicable extracurricular activities designated by the ISD.

4.1.2 Assist the ISD in the efficient routing of all regular education, special education and other transportation needs of the ISD, including but not limited to extracurricular routes and field trips, as outlined in this RFP and/or Contract. The Proposer shall propose alternate routes that conform to all federal and state laws and ISD policies, which routes shall be approved by the ISD prior to implementation.

4.1.3 Maintenance and repair of the buses and transportation fleet, utilizing Automotive Service Excellence (“ASE”) certified mechanics. The Contractor shall promptly notify the District of any major maintenance or repairs that it makes, desires, or needs for the buses and transportation fleet. As set forth in Section 2.2.4.2.6, the Contractor shall provide alternative pricing if the District determines to provide maintenance and repair on its own.

4.1.4 The selection, evaluation, training, compensation, and retention of transportation employees, including all necessary, drivers, bus aides, and management and clerical personnel. The Proposer shall not discriminate against any worker, employee or applicant with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of contract.

4.1.5 Assisting the ISD in addressing student discipline, and as mandated by applicable law and ISD policy, as the same may be amended from time to time by the ISD’s Board of Education.

4.1.6 Effective communication with the ISD, including, but not limited to, the ISD’s administration, Board of Education and, as applicable, with parents, students, and the community.

4.1.7 Continuous analysis of the transportation operations of the ISD in order to effectively manage costs, while maintaining service levels in accordance with ISD policy and safety protocol. The Contractor shall identify and implement operational efficiencies that will lead to cost reductions.

4.2 Management.

4.2.1 The Proposer shall provide management staff and technical support to coordinate all Proposer functions described in the RFP. These staff members shall ensure that the ISD’s transportation needs are smoothly and efficiently met. The

Proposer must employ or subcontract with state-certified school bus trainers and examiners who will be available to meet the training, evaluation, and instructional needs of drivers transporting the ISD pupils. The Proposal shall include a list of the proposed management staff. Due to the unique safety concerns involving public school transportation, Proposer shall, on the written direction of the ISD, remove and replace any and all proposed management staff from the provision of services to the ISD under the Contract.

4.2.2 Proposer and its drivers are required to comply with any and all standards, regulations, codes and laws of the State of Michigan and the federal government, including but not limited to transportation issues, privacy issues, student record issues and any other issues arising out of the services provided pursuant to the Contract. Further, the Proposer and its drivers must abide by the applicable policies of the ISD. The ISD and Proposer shall cooperate in providing ongoing in-service training to all drivers and attendants employed to transport students. The Proposer's Proposal shall include a listing and description of the proposed training programs. All employees of Proposer must attend these training sessions and all drivers must hold and maintain a valid school bus driver license and certification. Topics to be addressed shall include all those required by law or as otherwise appropriate to address the unique safety concerns of transporting pupils. As mandated by the Public Acts of Michigan, 1990 P.A. 187, as amended, all drivers must have an annual physical and attend a six-hour training session at least once every two years. In addition, a criminal history and a criminal record check must be done on all employees providing services under the Contract. All CDL employees must comply with the Drug & Alcohol Testing Program requirements and evidence of training shall be provided to the ISD.

4.2.3 The Proposer agrees to advise the ISD on routine organization and operation matters concerning the transportation services, provided that such consultation does not disrupt the Proposer's ability to perform the services described in the Request for Proposal.

4.2.4 Proposer shall be fully responsible for the care and supervision of the pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil prepares to board the vehicle and shall be deemed to have ended when the pupil has completed alighting from the vehicle at a reasonably safe place in which to alight in view of the circumstances then prevailing. Further, if required for special education students or otherwise, prior to the pupil alighting from the vehicle, the driver must visually verify a responsible person is present to receive the pupil. If no such person is present, the driver shall not permit the pupil to alight from the vehicle, shall proceed with the vehicle's scheduled run and, within a reasonable time, return to the pupil's stop to again attempt to visually verify whether a responsible person is present to receive the pupil. If, after that second attempt, there is still no responsible person present to receive the pupil, the driver shall contact dispatch and review the transportation plan for that pupil to identify the next course of action. The ISD or its authorized representatives, shall not in any way or manner be answerable or suffer loss, damage, expense or liability of any kind or nature arising from such transportation service either by accident, negligence, thefts, vandalism, or any cause whatever, and Proposer shall indemnify the ISD and its authorized representatives for all liability of every kind and nature arising from accident, negligence, or any cause

whatever that the ISD may suffer arising out of or in any way related to the Proposer's performance under the Contract.

4.2.5 Proposer agrees not to assign its Contract, or any interest therein, without the prior approval in writing of the ISD.

4.3 Operations, Routing, and Scheduling.

4.3.1 Operating Requirements.

4.3.1.1 The Proposer shall provide all pupil transportation necessary to meet the ISD's transportation needs as described by the ISD, including but not necessarily limited to regular home-to-school-to-home transportation, building-to-building shuttles, and other center-based special education transportation described by the ISD. Service shall be provided on school days and on other days designated by the ISD.

4.3.1.2 The Proposer shall, as requested by the ISD, provide other transportation for school-sponsored and extracurricular activities.

4.3.1.3 The Proposer shall, as requested by the ISD provide other transportation that may conflict with regular transportation service if that transportation does not require the Proposer to utilize more vehicles than the ISD has requested be dedicated to its transportation service.

4.3.2 Staff Management Requirements.

4.3.2.1 Driver Requirements

4.3.2.1.1 The Proposer shall ensure all drivers assigned for the Contract meet all federal, State of Michigan, and ISD standards, and who do not have careless or reckless driving records and who have no more than six points on their license. Drivers will be subject to periodic review and screening by the Proposer and the ISD. School bus drivers shall meet the training requirements of the ISD in first aid, adult/child/infant CPR, handling infectious diseases, bloodborne pathogens, and behavior management. Drivers who develop a careless or reckless driving record while employed by the Proposer shall not be assigned to provide services pursuant to the Contract.

4.3.2.1.2 The Proposer should attempt to provide the highest level of continuity of drivers and aides on specific routes to permit drivers and aides to become familiar with routes, drops, and individual pupil requirements, as well as to permit pupils and their parents/guardians to become familiar with the Proposer's personnel.

4.3.2.2 *Mechanical Staff Requirements.* Proposer shall maintain the fleet of vehicles to the highest standards possible. Proposer shall submit a preventative maintenance schedule to be employed in the care and maintenance of the transportation fleet. At a minimum, the preventative maintenance program shall conform to the original equipment manufacturer service requirements and the inspection and maintenance requirements established by the State of Michigan.

4.3.2.3 *Routing and Scheduling.*

4.3.2.4.1 *District Provided Information.* In furtherance of creating efficient routes, the ISD will provide to the Contractor a good faith list of eligible passengers along with their home address, grade, and school assignment. In addition, the ISD may make arrangements to update such listings for the contractor over the summer recess with respect to additions and deletions of students requiring transportation. Further, the ISD will make available to the successful contractor a listing of Board approved guidelines for pupil transportation within the district along with a complete listing of approved walking zones for each school. With this information and subject to the ISD's approval, the Contractor shall become responsible for all routing.

4.3.2.4.2. *Software.* To plan efficient routing, routing software, e.g. Transfinder, is necessary to Contractor, will have and maintain, at Contractor's cost, routing software to be used for the ISD's purposes, and will provide the ISD, at Contractor's cost, a valid license to load and operate same software to communicate and interface between Contractor and the District.

4.3.2.4.3. *Proposal.* Contractor shall complete and propose the routes by August 1, and submit in hard copy, of each year of the contract and forwarded to the ISD for approval. Routes will indicate a route number, bus number, all stop locations, estimated number of passengers and start and end time for the route. The ISD will cooperate with the contractor by approving the routes or suggesting needed changes in a reasonable and timely manner. Conflicts regarding eligibility of riders and stop locations will be decided by the Board of Education or its designee. The Contractor agrees to abide by all decisions of the Board in this area. All schedules shall be in keeping with safety to school children so as to deliver students within a reasonable time, as determined by the District, prior to the start of school and so as to deliver them to their respective stops within a reasonable time, as determined by the District, after the final loading of the bus. To that end, no pupil's ride time shall earlier than 7:00 a.m. and the last student drop off shall be no later than 4:45 p.m., unless directed by the ISD. In no event shall a pupil's ride time be longer than currently provided by the ISD, nor shall it include more stops than currently provided by the ISD.

4.3.2.4 *Changes in Established Routes or Stops.* Changes to established routes, stops, or schedules must be reviewed and approved by the ISD. Proposer shall include a written cost estimate associated with any proposed change in an established route. If approved, such change shall be implemented by the Proposer as soon as possible, ideally no more than three (3), but no longer than five (5) working days after Proposer is notified of approval by the ISD, unless otherwise mutually agreed upon by all parties. In all cases, runs, routes, and stops must conform to all pertinent IEPs and applicable federal, state, and local laws and regulations and ISD policies.

4.3.2.5 *Changes in School Schedules.*

4.3.2.6. The ISD shall receive a 100% daily discount from the daily rate (or prorated per-day rate) being charged to the ISD by the Proposer for transportation services under the terms of the Contract on those days when the schools and classes

are closed to ensure the health and safety of pupils, for the reason of inclement weather, or any other lawful reason, provided that the ISD has notified the Contractor by **5:30 a.m.** of the day the schools originally scheduled to be open are to be closed.

4.3.2.6.1 The Proposer shall cooperate with the ISD to maintain good public relations with the community and news media so that any pertinent items or issues affecting the transportation program or the pupils served by the ISD can be brought to the attention of the public. Included in such service shall be Proposer's organization of and participation in one or more parental meetings prior to the beginning of each academic year to review services, expectations, limitations and applicable written student safety regulations.

4.3.2.6.2 The Proposer shall provide a **one (1) hour** response time to provide transportation services after oral notice of any instances in which school classes are canceled in the middle of a school day for reasons of emergency, inclement weather or other lawful reason. Similar response time shall be provided by the Proposer in instances of delays in the beginning of school classes.

4.3.2.6.3 Proposer shall establish a protocol by the time services commence under the Contract, approved by the ISD, which requires Proposer to contact and communicate with parents/guardians of pupils concerning any special needs, schedule coordination, extended absences and other logistical concerns.

4.3.3 Dispatch. The Proposer shall ensure that: (a) an appropriate size and type of bus is assigned to each run each day, (b) the bus assigned to each run is in compliance with legal and contractually described maintenance requirements, (c) each run is assigned to a driver who is available to drive it, and (d) each run is assigned to a driver who possesses all relevant endorsements or credentials required by law, regulation, standard or policy to drive the type of bus assigned to that run or to transport the pupils assigned to that run.

4.3.4 Options to Cancel. The ISD shall have the option to cancel any scheduled co-curricular trip on the ISD's notification to the Proposer at least 24 hours prior to the time of the first scheduled pupil pick-up.

4.3.5 Limitation of the ISD's Obligations. The ISD is not at any time obligated to request other transportation services from the Proposer, nor pay for services not received, with the sole exception of the failure to timely cancel scheduled service.

4.3.6 ISD's Right to Contract Separately. The ISD expressly retains the right to Contract separately with other vendors or entities for any transportation services not expressly awarded to Proposer by the Contract.

4.4 School Bus Driver Requirements.

4.4.1 Pre-Assignment Screening. Because of the unique concern associated with transporting minor pupils and the laws applicable to pupil transportation, the Proposer shall implement a screening program to determine driver's or other

employee's suitability for work with school pupils in the transportation setting prior to assigning that individual to provide services under the Contract. The program shall require that each candidate satisfy or exceed all legal requirements, including the examination of the candidate's criminal history, driver licensing, school bus driver licensing and certification, training and motor vehicle record, as required by the state of Michigan. Further, it shall include a criminal history and criminal record background checks, at least as required by law. The program must include a physical shall be administered which will meet the Michigan Department of Education ("MDE") bus driver requirements. Copies of the MDE certification cards for Proposer's employees who will be providing services pursuant to the Contract shall be available to the ISD upon request. By submitting a proposal, the Proposer acknowledges that the program contemplated by this section is intended to assist both the ISD and the Proposer in complying with applicable laws and safety concerns and is not intended to give the ISD control over the Proposer's employees or make decisions regarding individuals that the Proposer hires.

4.4.2 Credentials and Related Requirements.

4.4.2.1 License and Permits.

4.4.2.1.1 Every driver employed by the Proposer to provide services to the ISD must have and maintain a valid school bus driver license and certification in satisfaction of 1990 PA 187, as amended, appropriate to the vehicle that is being driven, with a passenger endorsement as issued by the State of Michigan. The ISD shall not pay for Proposer's required license cost, and all such costs shall be borne by the Proposer. Copies of driver's license verifications of Proposer's employees providing service pursuant to the Contract shall be available to the ISD upon request.

4.4.2.1.2 Every driver and driver supervisor shall have successfully completed the basic bus driver education program and continuing education programs as required by law and the MDE. Additionally, a driver supervisor shall successfully complete the supervisor training program.

4.4.2.1.3 Each driver shall have a certified safe driving record, with no felony convictions (whether or not affiliated with the operation of a motor vehicle), with no convictions for driving under the influence of liquor or other illegal substance, and with no more than six (6) points on his/her driving record related to moving violations.

4.4.2.1.4 Proposer shall furnish the following information as to each driver or potential substitute driver: (a) name, (b) address, (c) driving permit and license number, (d) certification, (e) normal route assignment, and (f) normal bus assignment.

4.4.2.2 Health Requirements

4.4.2.2.1 Each school bus driver employed by the Proposer shall be in sufficient health to satisfy all laws and regulations of the state of Michigan governing school bus drivers.

4.4.2.2.2 In compliance with Michigan State Police Motor Carrier Division and Department of Education requirements, every driver, whether permanent, temporary, or substitute, prior to driving for the Proposer to serve the ISD shall submit to the Proposer a completed Medical Examiners Certificate. The certificate must be updated annually or more frequently if the ISD or the Proposer has reason to believe that the driver is not physically able to drive, as provided by law. It is the responsibility of the Proposer to ensure such certificates and updates are timely obtained.

4.4.2.3 Special Considerations

4.4.2.3.1 When a run requires transportation of students with special needs (such as handicapped pupils who require special medical care), or when a bus requires any special expertise to operate (such as a bus with a wheel chair lift or transit type bus), all drivers, whether permanent, temporary, or substitute, who will transport those students or operate those buses shall first demonstrate proficiency and/or complete special training relevant to those special requirements.

4.4.2.3.2 The Parties acknowledge that the ISD is a public body charged with the care of minor pupils and, therefore, has a significant interest, for public safety purposes, in determining the individuals who may provide pupil transportation. Accordingly, the ISD may request, subject to the Proposer's rights as an employer, that the Proposer prohibit an employee that the ISD believes jeopardizes the reputation or public safety of the ISD, its pupils, or employees from being assigned to provide services under the Contract. Such prohibition will in no way affect the right of Proposer, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

4.4.3 Drug Use Prevention

4.4.3.1 Grounds for Testing. The Proposer shall conduct or cause to be conducted tests that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to all employees providing services on behalf of Proposer under the Contract. Proposer shall not assign an individual who fails to test negative for illegal drugs, controlled substances, or alcohol to provide services under the Contract.

4.4.4 In-service Training (must meet state-mandated requirements)

4.4.4.1 Proposer shall establish In-service training for professional development such that every driver and bus assistant, in order to continue providing services, whether permanent, temporary, or substitute, must each year successfully complete in-service training as is required by the MDE to maintain the validity of the School Bus Drivers Certificate;

4.4.2 Proposer's Proposal shall specifically identify the training program to be implemented by Proposer as an exhibit to the Proposal.

4.4.3 Retraining. The Proposer shall assign mandatory retraining after a preventable accident or incident or after driver's evaluation. A driver assigned such retraining may not continue to drive a bus transporting the ISD's pupils until such retraining has been successfully completed.

4.4.4 Safety Program. Safety is a paramount concern of the ISD. In recognition of this priority, the Proposer shall plan and implement a comprehensive safety program and shall ensure the availability of a qualified management employee to conduct the program. The program shall include, but not be limited to, regularly scheduled safety meetings for drivers and aides.

4.4.5 Supplies. The Proposer is responsible for procuring all supplies, materials, parts, equipment (including necessary adaptive equipment), utilities, and related expenses for items necessary to provide the services called for in the Contract, unless otherwise specifically agreed to in writing by the ISD.

4.4.6 *Vehicle Expenses*. The Contractor shall reimburse its employees for all expenses they incur related to obtaining a State license, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, washing, and fuel.

4.5 Fuel.

As stated in the foregoing, the ISD is interested in knowing the cost differential for the fuel being purchased by the District, instead of the Contractor. As such bids should indicate fuel purchased by Contractor verses District. The Contractor will be responsible for compliance with all federal, state, and local laws, regulations, and guidelines concerning fuel storage.

4.6 Compensation.

4.6.1 In consideration for services, the ISD shall pay to Proposer all sums due and owing and calculated in accordance with the Proposed Contract Sum (as may be modified by negotiation) and the billing methodology prescribed in the Proposal and accepted by the ISD.

4.6.2 Proposer shall submit to the ISD an invoice for services no more frequently than monthly, seeking payment for services rendered during the preceding month. Statements must provide detail that will allow the ISD to verify costs and expenses incurred. The ISD shall make payments within thirty (30) days of receiving Proposer's invoice, unless and to the extent the ISD reasonably disputes same in good faith.

4.6.3 In the event the ISD's transportation needs materially change during the term of the Contract and ISD desires to alter the base services provided by the Proposer as described in the Contract, including any extensions or renewals hereof, then at the request of either party, the rate(s) of compensation payable under the Contract shall be subject to renegotiation. Accordingly, the Proposer shall formulate

its Proposal with the assumption that, in the event of material changes in transportation needs (including, but not limited to, building reorganization, change in scope, change in timing), the economic terms of the Contract shall be subject to renegotiation and, if the parties are unable to reach agreement on such renegotiation, the ISD shall have the option of either continuing the Contract as then applicable or terminating the Contract.

4.6.4 The ISD reserves the right to cooperatively or individually bid special trips and athletic trips separately, while this contract is in force, when the District feels it is in the best interest of the District to do so.

4.6.5 The ISD reserves the right to identify mathematical errors in extensions and additions by the Proposer. The ISD's corrected proposal sum total shall be communicated to the Proposer for the Proposer's approval.

4.6.6 The ISD shall not be responsible to pay any costs or expenses attributable to any citations or moving violations issued to any bus or bus driver while in operation.

4.7 Equipment.

4.7.1 Transportation Fleet

4.7.1.1 Buses: The Proposer shall obtain the buses, vans, or other vehicles necessary to satisfy the terms set forth in this agreement. The average age of the bus fleet will not exceed five (5) years, and the maximum allowable age for any single vehicle is ten (10) years old. All of the buses, including spares, will be diesel powered.

4.7.1.2 The Proposer shall provide and equip each vehicle with an automated operation/maintenance recording system to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining these records.

4.7.1.1.3 All vehicles in the Contractors' fleet shall be equipped with two-way FM-UHF or VHF radio (not citizen's band) communication equipment. Contractor, at contractor's expense, will provide and utilize four radios of the same type, quality, and with the same frequency and necessary specifications to communicate between District and contractor's base station. The Contractor shall maintain the entire radio communications system, at its sole cost and expense. The successful Contractor may upgrade the radio communication system for the buses if it so desires, upon the prior approval of the District. For routes where two-way radio communications are disabled by way of geographical features, the Contractor will insure that the best effort possible is extended to passing messages from one bus to another.

4.7.2 Proposer shall ensure there are vehicles in sufficient number to efficiently transport all pupils for whom the ISD orders services, including two (2) spare buses to ensure continuous service without interruption. Proposer shall immediately notify the ISD of any perceived insufficiency in that regard. Buses shall be of sufficient capacity to permit every pupil transported to be seated.

4.7.3 Fleet Maintenance.

4.7.3.1 The Proposer shall continually maintain all buses, transportation vehicles, and equipment in a safe and excellent condition. The equipment must pass any and all inspections by the Michigan State Police Motor Carrier Division.

4.7.3.2 The ISD or its agent reserves the right to inspect any and all buses and other transportation vehicles at any time for purposes of assuring the Proposer's successful compliance and to ensure the safety of transported pupils.

4.7.3.3 Proposer maintenance of all equipment is of the utmost importance to the ISD, therefore the following additional minimum requirements must be met:

4.7.3.3.1 The Proposer must establish and implement a maintenance system with comprehensive preventative maintenance scheduling and inspections.

4.7.3.3.2 The Proposer must supply the ISD with monthly maintenance reports for each vehicle summarizing all repairs, parts, and responsible mechanics.

4.8 Facilities. Proposer shall store, dispatch and maintain the equipment to be utilized and shall maintain an office from which to manage its operations at facilities located within or in convenient proximity to the business offices of ISD.

4.9 Records and Reporting Requirements.

4.9.1 The Proposer shall make available at any time to the ISD all operating records that the ISD may request. Additionally, the Proposer will provide the data to the ISD on final cost reports (including per student costs), mileage and fuel cost reports (as required), detailed run reports, and other information mutually agreed on by the ISD and the Proposer.

4.9.2 The Proposer shall be required to provide the data in order for the ISD to file all State of Michigan required reports.

4.9.3 Proposer will provide and maintain, for all drivers, up to date student names and if available addresses, of all students assigned to their routes. Drivers will keep such student logs with them when driving and will maintain student confidentiality at all times. Proposer will immediately provide the ISD with such student logs when requested by the ISD.

4.10 Accident Reports.

4.10.1 All accidents or incidents involving the ISD's pupils, personnel, and any vehicles and/or equipment transporting them, shall be orally reported immediately to the ISD's Administration Office. A written report shall also be submitted to the ISD's Administration Office within twenty-four (24) hours.

4.10.2 Accident reports shall make clear and provide at a minimum the following:

4.10.2.1 Whether pupils were on the bus or loading or unloading from the bus at the time of the accident;

4.10.2.2 Whether any identifiable personal injuries occurred and the names of the person(s) injured;

4.10.2.3 The driver, location, involvement of other vehicles, and nature and extent of any property damage;

4.10.2.4 Accident and incident reports completed by the Proposer's management and by drivers;

4.10.2.5 Name and badge number of the reporting officer; and

4.10.2.6 Any other pertinent information to permit a full and complete account of the accident.

4.10.3 The Proposer shall further provide to the ISD's Administration Office any accident reports obtained from law enforcement agencies as soon after the accident as they become available. The Proposer shall also submit all required reports to the Michigan Department of Education and Michigan State Police Motor Carriers Division. An accident shall be defined as any incident in which there was damage to any property and/or injury to any person or as otherwise defined by applicable statutes and/or regulations.

4.11 ISD's Rights and Responsibilities.

4.11.1 Discipline on the School Bus.

4.11.1.1 Pupils transported in a bus shall be under the direct authority of, and responsible directly to, the driver of the bus specified by rules of the Michigan Department of Education and ISD policy and procedures.

4.11.1.2 The ISD shall delegate to Proposer drivers, while students are on the bus, the necessary authority to supervise and to control students on the vehicles operated by it, while they are en route under such rules as are adopted by the ISD, but such authorization shall not include the right to administer corporal punishment as defined by Michigan law, nor the right to eject any offender. The ISD shall be responsible for student discipline.

4.11.1.3 The Proposer shall report to the ISD any incidents of misconduct on the bus and any corrective action taken. Forms will be provided for this purpose. No pupil shall be suspended from a school bus without following the relevant ISD guidelines for suspension. Every driver/aide shall at all times adhere to the ISD's established student disciplinary policies.

4.11.1.4 The Proposer shall assist with pupil discipline as required or desired by the ISD, including necessary parent/pupil meetings.

4.11.1.5 The Proposer shall ensure that drivers are available to participate in parent/teacher/administrator conferences concerning transportation related disciplinary problems.

4.11.2 Bus Availability for Inspection Purposes. The Proposer shall make any vehicles used to transport ISD pupils available to the ISD at any reasonable time for inspection by the ISD and Michigan State Police Motor Carrier Division.

4.12 Termination of Contract.

4.12.1 In addition to any other rights the ISD may have, it shall have the right to declare the Proposer in default if:

4.12.1.1 Proposer becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it;

4.12.1.2 Proposer abandons the services

4.12.1.3 Proposer refuses to proceed with the services when and as directed by the ISD or fails to correct within a reasonable correction period of not more than seven (7) days any unsatisfactory performance after receiving notice from the ISD of such unsatisfactory performance;

4.12.1.4 Proposer sublets, assigns, transfers, conveys, or otherwise disposes of the agreement other than as herein specified;

4.12.1.5 The ISD Board of Education determines, in its sole discretion, that Proposer is, or has been willfully or in bad faith, violating any of the provisions of the Contract;

4.12.1.6 Any applicable laws have been violated by Proposer or its agents, servants, or employees;

4.12.1.7 In the sole determination of ISD, Proposer operates the fleet in a manner that imperils the safety of the passengers;

4.12.1.8 In the sole determination of ISD, any vehicles necessary to the operation of this agreement are not in excellent mechanical condition;

4.12.1.9 The Proposer's licenses or permits that are legally required to perform transportation service called for by this agreement have been suspended or revoked;

4.12.1.10 The Proposer is subject to liens due to non-payment of payroll taxes;

4.12.1.11 The Proposer fails to maintain buses in accordance with legal vehicle standards or in accordance with the ISD's vehicle standards;

4.12.1.12 The Proposer fails to adhere to routes, runs, and schedules approved by the ISD.

During the course of the Contract, a meeting may be called at any time by the Proposer or the ISD to review the quality of the transportation services provided or any other issue that may arise.

4.12.2 In the event state of Michigan's funding levels and related formulas are reduced beyond those levels established for the 2018-2019 fiscal year for the ISD, the ISD reserves the right to terminate the Contract.

4.12.3 The ISD shall have the right to terminate the Contract for any or no reason by providing 60 days' prior written notice.

4.12.4 In the event of a termination, the Proposer shall be entitled only to compensation for those services properly provided to the date of termination. Proposer shall have no right of any special or consequential damages in the event of such termination.

4.13 Hold Harmless/Indemnification Agreement.

The Proposer shall hold harmless and indemnify the ISD and its respective officers, agents, employees and from every claim or demand, including the cost of legal defense (including attorney fees), by reason of:

4.13.1 Injury to the Proposer's or ISD's respective employees, and any injury to person or property sustained by the Proposer or by any person, firm, or corporation employed directly or indirectly by the Proposer in connection with the Proposer's negligent or wrongful performance under the Contract.

4.13.2 Injury caused by the Proposer's Employees and any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the Proposer, by any person, firm, or corporation directly or indirectly employed by the Proposer in connection to the Proposer's negligent or wrongful performance under the Contract.

Attachments to RFP: Attachment A – Familial Disclosure Form
Attachment B – Iran Economic Sanctions Act Certification
Attachment C – Proposal Form
Attachment D – Form of Contract
Attachment E – Routing Information

Attachment A – Familial Disclosure Form

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:

(insert name of affiant)

1. I am a/the:

- ☐ President
 - ☐ Vice-President
 - ☐ Chief Executive Officer
 - ☐ Member
 - ☐ Partner
 - ☐ Owner
 - ☐ Other (please specify) _____

of [insert name of contractor], a bidder for transportation services for Menominee County Intermediate School District.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the Intermediate School District's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the Intermediate School District will rely on my representations in evaluating bids for the transportation services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ____ day of _____, 20____

(signature)

(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

Attachment B – Iran Economic Sanctions Act Certification

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of transportation services to the Menominee County Intermediate School District. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the Intermediate School District will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)

Attachment C - Proposal Form

Proposer shall provide necessary information including but not limited to the information below.
Proposer can attach additional pages as necessary to provide additional information or explanation.

Proposer Information:

Pricing Terms:

Base Bid: \$ _____

Required Alternate No. 1: (plus/minus) \$ _____

Required Alternate No. 2: (plus/minus) \$ _____

Optional Alternates:

Please check one: Proposer [____ has / ____ has not] requested, received and reviewed all clarifications and addenda applicable to this RFP.

Attachment D – Form of Contract

This Transportation Services Agreement (“Services Agreement” or “Agreement”) made this ____ day of _____, 2017 by and between Menominee County Intermediate School District, a Michigan Intermediate School District, organized and operating pursuant to the terms of the Revised School Code (“District”) and _____, a Michigan _____, whose address is _____ (“Contractor”).

RECITALS

WHEREAS, the District is organized and operated under the Michigan Revised School Code and has the powers, authority and duties established therein, specifically including the authority to engage independent contractors to carry out its powers; and

WHEREAS, the District is engaged in providing public educational services and programs and desires to engage Contractor to provide transportation services in connection with the District’s educational programming and service delivery; and

WHEREAS, Contractor has the expertise, training, capacity, and qualifications to perform the services contemplated under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

SECTION 1 **DESCRIPTION OF SERVICES –** **RELATIONSHIP OF PARTIES**

1.1 Contractor shall provide the Services described in the relevant Transportation Services Request for Proposal dated February 1, 2019 (“RFP”), which is incorporated herein by reference, pursuant to the terms and conditions of this Agreement. In the event of any inconsistency among this Agreement, the RFP, accepted portions of Contractor’s response to the RFP, or any attachments thereto, the terms most favorable to the District shall apply. The District shall determine, in its sole discretion, which terms are most favorable to the District. The District does not agree to use Contractor exclusively for the services contemplated under this Agreement or otherwise. It is understood and acknowledged that the District is free to use its own employees or to contract for similar services to be performed by other persons or entities so long as said services do not interfere with the performance or obligations of the parties under this Agreement.

1.2 Personnel assigned by Contractor to perform services under this Agreement for the District shall be, as applicable, fully certified, licensed, approved and otherwise qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, the Michigan Pupil Transportation Act, and other applicable statutes and regulations, pertinent to the work performed under this Agreement. Contractor will not furnish any personnel to the District who would be ineligible for employment by the District if such person(s) were instead employed directly by the District under the above statutory and regulatory provisions.

1.3 Pursuant to the requirements of Sections 1230 and 1230a of the Revised School Code, the District shall perform a criminal history check through the Michigan State Police, as well as a

criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by Contractor under this Service Agreement to regularly and continuously work in any of the District's facilities or at program sites where the District delivers educational programs and services.

Contractor agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement if such person has been convicted of any of the following offenses:

- A. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- B. Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or
- C. Any felony. Provided, that with prior written approval of the Superintendent of the District and of its Board of Education an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at the District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of the District, that individual's presence will not pose a danger to the safety or security of the District students or employees; or
- D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code.
- E. Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
- F. Any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District or to employees of the District.

The District reserves the right to refuse Contractor's assignment of any individual, agent or employee of Contractor to render services under this Agreement where the criminal record history of that individual (including any pending felony charges) indicates, in the District's judgment, unfitness to perform services under this Agreement. The District and the Contractor agree and acknowledge that the District's ability to refuse Contractor's assignment of such individual is due to the heightened safety concerns associated with operating a public school and is not intended to alter the employment relationship between the Contractor and its employees.

It is acknowledged and understood that the District may not provide copies of criminal history documents to the Contractor, even with the consent of the Contractor's employee(s). Thus, the District will identify fitness/unfitness for assignment to provide Services by simply indicating "yes" or "no." The parties agree that the District shall not be responsible for the costs associated with the criminal history checks and criminal records checks required pursuant to the terms of this Agreement and which are accomplished in order to comply with Sections 1230 and 1230a of the Revised School Code with respect to Contractor's employees and agents.

1.4 In the performance of services under this Agreement, Contractor (and its agents, contractors, and employees) shall be regarded at all times as performing services as independent contractors of the District, but at no times as agents of the District. Consistent with that status and as allowed by law, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Services Agreement and the District shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing services under this Agreement.

1.5 Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Agreement. Contractor shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom Contractor utilizes in connection with providing Services under this Agreement.

Contractor shall pay all salaries, wages, benefits, pension or retirement contributions, payroll and other taxes to or on account of its employees or agents arising out of or resulting from services performed under the terms of this Agreement. The District shall not be liable for the payment of any such salaries, wages, benefits, pension or retirement contributions, payroll or taxes thereon for or on behalf of any Contractor employee or agent. Contractor employees and agents are not entitled to receive any compensation, benefits or other amenities in any form from the District, including, but not limited to, mileage, conference fees and other expenses.

Contractor acknowledges and agrees that it is the sole and exclusive responsibility of Contractor to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed by Contractor to provide services under this Agreement. No part of Contractor's invoiced fees shall be subject to withholding by the District for payment of any taxes, social security, pension, retirement, unemployment or worker's compensation insurance or any other similar tax obligations.

Contractor shall be solely and exclusively responsible for any taxation consequences to it or its agents or employees as a result of Contractor's engagement under this Agreement. Contractor agrees to defend, indemnify, and hold the District harmless from any and all such claims.

1.6 To enable the District to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, Contractor: (1) shall promptly notify the District in writing of the identity of any individual employed or assigned by Contractor to perform services at the District that is a retirant from the Michigan Public School Employees Retirement System (MPSERS); and (2) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the District to report on a schedule and in such manner as may be determined from time to time by MPSERS. MCL 38.1342(6).

1.7 Contractor shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to carry out the services under this Agreement.

These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of services by employees or agents of Contractor in connection with this Service Agreement.

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of Contractor and

Contractor shall indemnify and hold harmless the District for any costs or liabilities related to such claims.

1.8 Contractor agrees that the individuals it assigns to the District under this Agreement will abide by those policies of the District which are applicable to performance of services under this Agreement including, but not limited to, policies pertinent to:

- A. Corporal punishment/physical contact with students;
- B. Non-discrimination;
- C. Child abuse and child neglect reporting;
- D. Sexual harassment;
- E. Confidentiality of student records and student record information;
- F. Bloodborne pathogens exposure control;
- G. Administration of medication to pupils;
- H. Communicable diseases;
- I. Alcohol/controlled substance possession and use;
- J. Copyright; and
- K. Emergency Procedures (Fire Drills, evacuations).

A copy of the above policies will be provided to Contractor by the District upon request and as applicable. Contractor and the District will cooperate in orientation of Contractor's employees to the above policies.

1.9 Contractor agrees that the individuals it assigns to the District under this Agreement will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. Contractor represents that it has secured or will secure the necessary licenses, approvals, permits and regulatory authorizations to provide the services contemplated in this Agreement.

SECTION 2

TERM OF AGREEMENT AND TERMINATION DURING TERM

2.1 This Service Agreement shall commence on July 1, 2019 ("Effective Date") and remain in full force and effect until June 30, 2020 unless the District accepts a renewal term or an extended term as provided in the RFP.

2.2 This Service Agreement may be terminated by the District for any reason during its term upon sixty (60) days' written notice to the Contractor. In the event the Agreement is terminated pursuant to this provision, the District will pay Contractor for its services properly performed up to and including the effective date of termination. Any funds remitted by the District to Contractor in excess of the pro-rata charges for services performed by Contractor up to and including the effective date of termination will be returned to the District by Contractor. Any such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Service Agreement.

2.3 Sections 1.5, 1.7, 4 and 5 of this Agreement survive the expiration or termination of this Agreement for any reason.

SECTION 3
FEES, INVOICE AND PAYMENT

3.1 In consideration of the services provided to the District by Contractor under this Agreement, the District will pay Contractor at the rate and upon the terms and conditions described in the RFP and any accepted terms in the response thereto.

3.2 Contractor shall submit to the District on a monthly basis an invoice setting forth all applicable charges for the billing interval, itemized by date and service rendered.

The District will remit payment on undisputed invoices or undisputed portions of invoices within thirty (30) days of receiving the invoice. If the District disputes the accuracy or propriety of any invoice delivered by Contractor, the District shall deliver a written notice and explanation of such dispute to Contractor. Contractor shall meet with the District to review the invoice and account within ten (10) business days.

3.3 Contractor shall have sole and exclusive responsibility for the following costs and charges attributable to the persons it assigns to provide Services under the terms of this Agreement:

- A. All wage payments.
- B. All required statutory or contractual pension and retirement contributions.
- C. All applicable state and federal employment taxes and FICA.
- D. All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by Contractor's employees or agents pursuant to this Agreement.
- E. All applicable premium costs for insurance coverages and programs applicable to Contractor's personnel.
- F. All expenses.

SECTION 4
LIABILITY, INSURANCE AND INDEMNITY

4.1 Contractor shall indemnify and hold the District (and its officers, board members, employees, and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act, or breach of this Agreement by the Contractor or any of its employees or others for whom it is responsible in connection with the performance of this Agreement.

Contractor shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of Contractor's agents, employees, and subcontractors in connection with the performance of Services under this Agreement and agrees to defend and indemnify the District from any and all such claims and/or judgments resulting from such acts or omissions.

The above promise of indemnity and defense shall not apply to liability which results from the sole negligence, wrongful act, or breach of this Agreement by the District or its employees or agents but Contractor shall remain responsible to indemnify the District to the extent of Contractor's fault.

4.2 Contractor agrees to obtain and maintain throughout the term of this Agreement (or any renewal term) insurances of the types and amounts described in the RFP.

SECTION 5 **CONFIDENTIALITY**

5.1 Contractor agrees that it shall observe the policies and directives of the District to preserve the confidentiality of student records and student record information, to the extent that Contractor (its employees and agents) are permitted to access student records or student record information protected by the Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, or other applicable law in the course of performing services under this Agreement.

SECTION 6 **INTELLECTUAL PROPERTY**

6.1 All drawings, writings, inventions or any other materials produced by Contractor (including its employees and agents) in the course of performing work in the District under this Agreement, shall be the property of the District and shall be provided to the District prior to the termination of services under this Agreement. Contractor agrees that it and its employees, agents, and successors or assigns will execute any document or agreement necessary to effectuate these property rights without delay or cost to the District.

SECTION 7 **NON-DISCRIMINATION**

7.1 The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, genetic information, pregnancy, age, height, weight, disability, marital status or veteran status.

7.2 The parties further agree not to discriminate against any student or other recipient of services under this Service Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered under this Service Agreement.

7.3 Breach of covenants recited in this Section shall be regarded as a material breach of this Service Agreement.

SECTION 8 **MISCELLANEOUS**

8.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

8.2 This Agreement, the RFP and any other documents incorporated by reference, and the appendices attached hereto, constitute the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.

8.3 None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of Contractor and the District.

8.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.

8.5 Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or such other address of which the parties may have given notice.

Unless otherwise specified herein, notices shall be received: (a) on the date delivered, if delivered personally, or confirmed facsimile transmission or email transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.

8.6 This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.

8.7 If any provision of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

8.8 Neither party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to circumstances outside of the reasonable control of that party, which may include, war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section.

8.9 The Section headings of this Agreement are for convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.

8.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

8.11 Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

SECTION 9
AUTHORIZATION

9.1 This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Service Agreement on behalf of the District or Contractor, as is respectively applicable.

[signatures on following page]

Dated:_____

By:_____

Its:_____

MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT

Dated:_____

By:_____

Its: _____

Attachment E –Routing Information

Route 1: Program at Stephenson Area Public Schools
Morning Run
First Pick Up: 7:00 in Menominee
Next series of stops: 7:05, 7:15, 7:25, 7:30, 7:40, 8:00
Drop students at Stephenson High School at 8:10
Afternoon Run
Pick up students at Stephenson High School at 2:30 with first drop at 2:35
Next series of drops: 2:50, 3:10, 3:35, 3:45, 3:50, 4:10, 4:45 in Menominee
*Stephenson Area Public Schools hours of operation: 7:45-2:45

Route 2: Program at Menominee Area Public Schools
Morning Run
First Pick Up: 7:02 in Stephenson. Next series of spots: 7:25, 7:32, 7:33, 7:45
Drop students at Menominee High School at 8:00
Drop students at Menominee High School at 8:00

Afternoon Run
Pick students up at Menominee High School at 2:45 with first drop at 2:50
Next series of drops: 2:55, 3:02, 3:06, 3:23, 3:33, 3:55, 4:00 in Carney
* Menominee Area Public Schools hours of operation: 8:00-2:55

Route 3: Morning Route Only
This route currently uses a Dodge Caravan to transport students
First Pick up: 7:30 in Stephenson
Second Pick up: 8:00
First Drop: 7:40 Stephenson Elementary School
Second Drop at Stephenson High School: 8:15
Two times per week this route also covers transportation for another student. Van picks up at 8:30, drives to Menominee/Marinette for student to work at Goodwill. Student completes work and is returned to home at 11:30.

Additional Trips:
There are NO after school functions at this ISD
Field Trip (average trip is 50 miles round trip): 3 times a week (9:30-11:00)
Transportation to Swim Classes (average trip is 50 miles round trip): 1 time per week

Bus Fleet Information FY 2017-18			
Bus No.	Year	Miles	Purpose
13	2012	146,130	Route
17	2017	15,000	Route
6	2004	224,048	Spare
8	2007	219,000	Spare