

**GLADWIN COMMUNITY SCHOOLS
TRANSPORTATION SERVICE**

REQUEST FOR PROPOSALS ("RFP")

January 8, 2018

I. SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS

The date and time for receipt of Proposals is:

February 8, 2018 at 1:00 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:

GLADWIN COMMUNITY SCHOOLS
TRANSPORTATION SERVICES RFP
[PROPOSER'S NAME]
[PROPOSER'S ADDRESS]
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and timely delivered to:

GLADWIN COMMUNITY SCHOOLS
Attention: Rick Seebeck
Superintendent of Schools
401 N. Bowery Avenue
Gladwin, Michigan 48624

- 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 the School District. Any rejected proposals will be returned to the Proposer unopened. The School District is not liable for any delivery or postal delays.
- 1.3 Original Proposal and Copies.** Each Proposal must be an original 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 five (5) copies of the Proposal.
- 1.4 Opening of Proposals.** The Proposals will be opened at the date and time stated above, by the Superintendent of Schools 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 Rick Seebeck at mrseebeck@gladwinschools.net 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 School District 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 requests for clarification, addenda or other relevant information, and they shall 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 School District 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 Tom House at the email address given above and with the subject line "Transportation RFP Request for Clarification." A written response to all written requests for clarification will be made within five (5) business days after the receipt of such requests. No requests for clarification will be accepted after the close of business six (6) days before the deadline for submission of proposals. The responses to any requests for clarification will provided to all Proposers who filed an Intent to Respond or are otherwise on record with the School District 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. All addenda shall become a part of the RFP. No Addenda shall be issued after the close of business five (5) 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 Gladwin Community Schools Business Office 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 "Gladwin Community Schools," and the School District 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 School District, Proposer fails to execute the form of Contract, including the provision of insurance and bonds acceptable to the School District, within seven (7) days of an award of the Contract to Proposer. Good faith deposits shall be returned to all Proposers within a reasonable time after the award and execution of a Contract by the successful Proposer.

1.8 Reservation of Rights. It is the intent of the School District to award any Contract in due course after a reasonable period of time to evaluate Proposals in light of the RFP requirements. The School District reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer(s) submitting the lowest bid. The School District 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 School District 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 School District on any awarded contract

- Submitting a Proposal determined by the School District to be unreasonable in price
- A Proposal is received by a Proposer determined by the School District 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 School District and which is consistently applied

1.9 Release of Claims. Each Proposer submitting its Proposal releases the School District 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.

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**.

1.13 Pre-Bid Walk of Facilities.

1.13.1 The School District may conduct a pre-bid walk of the facilities on a date to be determined. The Proposer is strongly encouraged to attend any such walk-through because, if provided, *no other walks will be guaranteed*. The Proposer may ask questions about the transportation facilities, fuel, equipment and the RFP during such walk, answers to which may be given immediately or at a later date in accordance with the process described above. If a Proposer does not attend any such pre-bid walk-through, it shall provide along with its proposal an explanation why the School District should be confident that Proposer understands the scope of work to be provided pursuant to this RFP.

1.13.2 The School District reserves the right to reject the proposal of any Proposer failing to attend any such pre-bid walk and failing otherwise to explain in writing why the Proposer has at least equivalent knowledge of the School District's facilities as other Proposers who attended the walk-through.

II. SELECTION TIME LINE, CRITERIA, AND EVALUATION

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

Release of RFP	January 8, 2018
Pre-Submission Conference and Facility Walk Through (Bidders should send a representative to this conference.)	January 19, 2018 at 10:00 a.m.
Contact the Superintendent if there is anything that would prevent you from attending)	located at: Administrative Conference Room, 401 N. Bowery Avenue, Gladwin MI 48624
Deadline for Requests for Clarification and Addenda	February 2, 2018
Proposals Due	February 8, 2018
Proposer Interviews	Week of February 12, 2018
Contract Award/Board Meeting	March 12 2018
Commencement of Service	September 2, 2018 ¹

With the exception of the deadline for Proposal submission, the School District 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.

2.2 **Proposal Information.** Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District 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 any other information that the Proposer feels is significant with respect to the School District making an informed decision relative to the Proposal.

¹ The Contract will commence July 1, 2018. The first day to transport students is September 2, 2018.

- 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 shall include a cover letter, including a brief executive summary, the legal name of the Proposer and a brief statement of its history, and a statement of whether the Proposer is a sole proprietor, a partnership, corporation, or other legal entity. The cover letter shall be on company letterhead and signed by a person authorized to bind the Proposer in contract.
- 2.2.4 The Proposed Contract Sum 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, including, without limitation, a separate line item cost for leasing the District's transportation facility.
 - 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 two additional one-year Terms, which may be authorized at the School District's sole option.
 - 2.2.4.2.2 Each transportation vehicle must have the capacity to have installed and to operate cameras as part of the base bid (see Section 4.7.1). Alternative pricing shall be provided for the additional per-unit cost of purchasing and actually installing a video camera or comparable recording device of acceptable quality and function to allow for the School District to obtain continuously recording images of events and occurrences while the vehicle is being used to transport pupils.
 - 2.2.4.2.3 The additional cost of providing a performance bond as further discussed in Section 2.4.4.
 - 2.2.4.2.4 The additional cost if Proposer purchases and provides all fuel necessary for Proposer's services.
 - 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 project requirements and the Proposal is made in accordance therewith, (b) Proposer warrants that it is familiar with the local conditions (e.g., roads, weather, urban/suburban/rural 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 a statement of the Proposer's qualifications, including any evidence that they are currently providing transportation services for other K-12 school districts of similar size and scope as the School District, particularly identifying outstanding transportation contracts.
- 2.2.7 If applicable, the Proposer shall acknowledge in writing all Addenda received and reviewed prior to submission of its Proposal.
- 2.2.8 The Proposal shall include background information and qualifications of the personnel who will be involved with the School District, including a list of proposed management staff, describe the chain of command and reporting relationships, and include an organizational chart (including where any School District liaison or representative would be placed).
- 2.2.9 The Proposer shall acknowledge the at-will status of management, drivers, aides and mechanical staff as further described herein.
- 2.2.10 The Proposer shall provide a list of training programs as further described herein.
- 2.2.11 The Proposer shall describe the safety program further discussed herein.
- 2.2.12 The Proposer shall describe its preventative bus maintenance program.
- 2.2.13 The Proposer shall provide a list of experience with the Michigan State Police Motor Carrier Division inspections, including results and any corrective action taken.
- 2.2.14 The Proposer shall describe how it will satisfy the communication equipment requirements further addressed herein.
- 2.2.15 The Proposer shall describe in detail its transition plan for the School District, transitioning from its current provider to the bidder. The Proposer shall further describe how they will assist the School District in this regard and its customer relations philosophy with respect to same.
- 2.2.16 The Proposer shall provide a list of at least three (3) 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.

- 2.2.17 The Proposer shall describe its experience with providing routing management services, including identifying the experience of any applicable staff. 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 on this project).
- 2.2.18 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 most recent fiscal years.
- 2.2.19 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 facilitate and ensure compliance, at its cost, with the requirements for criminal history and background checks found in the Revised School Code.
- 2.2.20 The Proposer shall provide a list of all litigation, arbitrations, mediation and/or regulatory proceedings for the past five 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. It is not contemplated that workers compensation or unemployment proceedings be discussed pursuant to this section.
- 2.2.21 The Proposer shall explain how it intends to ensure consistency of operations in the event of unexpected labor issues, work stoppages, or any other interruptions not requested by the School District.
- 2.2.22 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, if applicable. **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 maintenance services to the School District 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 School District'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 School District's requirements.

2.3.1 The School District 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 School District shall take into consideration those criteria listed in Section 2.2 and any other consistently-applied information the School District deems necessary.

2.3.2 The School District 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 School District. 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 School District reserves the right to reject any and all Proposals and to waive all informalities and/or technicalities where the best interest of the School District may be served, including the right to award a Contract without further discussion or negotiation with anyone proposing these services.

2.4 Contract Award and Requirements.

2.4.1 A Contract may be based on the terms of this RFP and any accepted portions of the selected Proposer's response thereto. Alternatively, if attached as Attachment D, the Contract will be in the form attached, except that the School District 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 School District.

2.4.2 The award of a Contract is contingent upon securing an acceptable Proposal, as determined within the School District's sole discretion. A Contract shall be binding and enforceable only upon the following conditions: (a) successful negotiation of terms in accordance with Section 2.4.1, if applicable, and (b) authorization by the School District's Board of Education.

2.4.3 The Contract shall be for an initial two (2) -year term – from July 1, 2018 to June 30, 2020 – with the School District 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 ninety (90) days' written notice from the School District 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 School District. 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 School District and shall be delivered to the School District prior to the date of performance. The School District 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 School District, 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 School District prior to execution of the Contract. Failure to do so shall be a justifiable basis to act against the Proposer's bid security.

2.4.5.2 The Proposer shall maintain insurance coverage satisfactory to the School District, 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 School District 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 sixty (60) days notification to certificate holders of cancellation or change in the policy, and shall be extended to include the School District as an additional insured. The proposed insurance provider(s) must be recognized to do business in the state.

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 – \$500,000 Per Accident

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

Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000
Products & Completed Operations Aggregate	\$10,000,000
Personal Injury & Advertising Injury	\$10,000,000
Fire/Legal	\$ 100,000
Sexual Molestation	\$ 100,000

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

Bodily & Property Damage - \$10,000,000 Combined Single Limit can be achieved with either Primary or Excess/Umbrella Policies.

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

2.4.6 Any Contract shall incorporate the terms of this RFP and accepted portions of the Proposer's response thereto. As described above, at the School District's option, the Contract will either be premised on this RFP document and accepted responses or the form of agreement attached as Attachment D, if applicable, subject to: (a) the School District'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 2.2.22. In the event of any inconsistency between any Contract and the RFP and response, the provision that is most favorable to the School District (as determined in the School District's sole discretion) shall govern. Any submitted Proposal is an offer to enter into a contract based upon the foregoing.

III. SCHOOL DISTRICT PROFILE AND OVERVIEW

Gladwin Community Schools Information

Schools

\$	Elementary	2
\$	Middle School	1
\$	High School	1
\$	Other (Alt Ed)	0

Students

\$	2016/2017 Enrollment	1689
\$	Projected increase/decrease in future enrollment	(-40)

Vehicular Assets

\$	District Buses	8
\$	Contract Buses	8

Academic Year Runs

\$	Daily AM Runs	16
\$	Daily Mid-Day Runs	4
\$	Daily PM Runs	16
\$	Other Daily Runs	1
\$	Average Number of Hours Per Run	4-5
\$	Number of:	
	Assigned Drivers	16
	In-Office/Standby Substitutes	0
	Schedules/Dispatchers	0
	On-Call Substitute Hours	0
	Other Managerial Employees	1
	Scheduled Days	180

Annual Mileage Data

\$	General Education and Special Education	241,452
\$	Extracurricular/Field Trips	45,000

IV. 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 School District transportation services in accordance with this RFP and at least at the same or similar service level as currently provided by the School District, including:

- 4.1.1 Safe and reliable, on-time delivery of general education students between home, school buildings, transition areas, and other destinations determined by the School District, and, generally, to and from school on a daily basis within School District defined parameters and any field trips, after-school excursions, or other applicable extracurricular activities designated by the School District.
- 4.1.2 Assist the School District in the efficient routing of all regular education and other transportation needs of the School District, including but not limited to extracurricular routes and field trips, as outlined in this RFP and/or Contract. The Contractor shall propose alternate routes that conform to all federal and state laws and School District Policies, which routes shall be approved by the School District prior to implementation.
- 4.1.3 Maintenance of the buses and transportation fleet, utilizing certified mechanics.
- 4.1.4 The selection, evaluation, training, compensation, and retention of transportation employees, including all necessary, drivers, 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 regarding as a material breach of contract.
- 4.1.5 Student discipline in cooperation with the School District, and as mandated by applicable law and School District policy, as same may be amended from time to time by the School District's Board of Education.
- 4.1.6 Effective communication with the School District, including, but not limited to, the School District'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 School District in order to effectively manage costs, while maintaining service levels in accordance with School District 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 to coordinate all Proposer functions described in the RFP, including at least one on-site manager during the performance of services and all other relevant time periods. These staff members shall ensure that the School District'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 School District pupils. The Proposal shall include a list of the proposed management staff. The Proposer shall, on the written direction of the School District, immediately consider the removal and replacement of any and all proposed management staff from the provision of services to the School District 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 School District. The School District 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 will include, but not be limited to, driving skills; behavioral programs; public relations with students, parents, and school personnel; first aid; basic medical information; emergency procedures; and student evacuation drills including evasive maneuvers, pre-trip, post-trip, accidents, etc. 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 (6) hour training session at least once every two (2) 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 School District.
- 4.2.3 The Proposer agrees to advise the School District 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 and agreed by the parties, 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 School District 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 School District and its authorized representatives for all liability of every kind and nature arising from accident, negligence, or any cause whatever that the School District 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 School District.

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 School District's transportation needs as described by the School District, including but not necessarily limited to regular home-to-school-to-home transportation, building-to-building shuttles, and other special transportation described by the School District. Service shall be provided on school days and on other days designated by the School District.

4.3.1.2 The Proposer shall, as requested by the School District, provide other transportation for school-sponsored activities when such other transportation does not conflict with regular transportation service.

4.3.1.3 The Proposer shall, as requested by the School District provide other transportation that may conflict with regular transportation service if that transportation does not require the Proposer to utilize more vehicles than the School District 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 hire and utilize for the Contract only drivers who meet all federal, State of Michigan, and School District standards, and who do not have careless or reckless driving records. Drivers will be subject to periodic review and screening by the Proposer and the School District. School bus drivers

shall meet the training requirements of the School District 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 used to provide services pursuant to the Contract.

4.3.2.1.2 The Proposer shall make every attempt to ensure 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 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 serve requirements and the inspection and maintenance requirements established by the State of Michigan.

4.3.2.3 Routing and Scheduling. The Proposer shall operate buses along routes approved by the School District. The Proposer shall provide recommendations to the School District regarding routes, schedules, and stops. The Proposer shall coordinate with the School District to assure that students are transported safely, efficiently, and in a timely manner. The Proposer shall recommend routes, in keeping with pupil safety, so as to deliver students within a reasonable time prior to the commencement of school activities, and so as to return them to their respective stops with a reasonable time after the end of same. Proposer shall perform the work described in the Contract and in this RFP diligently so as to assure adherence to all relevant school schedules, and the Proposer shall assume responsibility for timely delivery of pupils to and pick-up of pupils from programs. Proposer shall structure all bus routes with particular attention to reasonably minimizing pupil ride times on standard bus routes. To that end, no pupil's ride time shall be more than a reasonable time frame established by the School District from time to time, exclusive of staging periods, except as may be excused by express written notice from the School District. In no event shall a pupil's ride time be longer than currently provided by the School District, nor shall it include more stops than currently provided by the School District.

4.3.2.4 Changes in Established Routes or Stops. Changes to established routes, stops, or schedules must be reviewed and approved by School District. 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 School District, unless otherwise mutually agreed upon by all parties. In all cases, runs, routes, and stops must conform to applicable federal, state, local, and School District laws, regulations and policies.

4.3.2.5 Changes in School Schedules

4.3.2.5.1 The School District shall receive a 100% daily discount from the daily rate (or prorated per-day rate) being charged the School District 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 School District has notified the Contractor by **6:00 a.m.** of the day the schools originally scheduled to be open are to be closed. Upon the School District's reasonable request, the Proposer shall provide feedback and otherwise assist the School District in determining whether to cancel school due to inclement weather or other similar reasons.

4.3.2.5.2 The Proposer shall cooperate with School District 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 School District 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.

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

4.3.2.7 Proposer shall structure all schedules and routes to minimize the idling time of buses and other transportation vehicles. Proposer shall provide to the School District a plan for limiting idling time, including turning off buses at collection and transfer areas where reasonable.

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 School District shall have the option to cancel any scheduled co-curricular trip on the School District's notification of the

4.3.5 Limitation of the School District's Obligations. The School District 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 School District's Right to Contract Separately. The School District 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-Employment Screening. The Proposer shall develop and implement a pre-employment interview and/or screening program for all candidates for employment in conjunction with the Proposer's performance under the Contract. The Proposer shall interview and give consideration to individuals currently providing transportation services to the School District, subject to any non-compete restrictions or other limitations. However, there will *not* be an obligation that displaced individuals must be hired by the Proposer. The pre-employment interview and/or screening program shall be designed to assist the Proposer in determining the candidate's suitability for work with school pupils in the transportation setting. That program shall seek to identify

those candidates who may be suitable for assignment of transportation services, including for special education students. That program shall require that each candidate satisfy or exceed all legal requirements, including the examination of the candidate's criminal history, drivers licensing, school bus driver licensing and certification, training and motor vehicle record, as required by the state of Michigan. Further, it shall ensure compliance with criminal history and criminal record background checks, at least as required by law. A pre-employment physical shall be administered which will meet the MDE bus driver requirements including appropriate tests for the presence of any substance abuse. Copies of the MDE certification cards for Proposer's employees who will be providing services pursuant to the Contract shall be available to the School District upon request. In the event any of the pre-employment screening is failed by a potential employee, that employee shall not be hired by the Proposer for any position that serves the School District pursuant to the Contract.

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 School District 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 School District shall not pay for Proposer's required license cost, and all such costs shall be borne by the Proposer. Copies of drivers license verifications of Proposer's employees providing service pursuant to the Contract shall be available to the School District 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 Michigan Department of Education. 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 and to ensure that good service is being provided to the School District.

4.4.2.2.4 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 School District shall submit to the Proposer a completed Medical Examiners Certificate. The certificate must be updated annually, or more frequently if School District or 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. The School District may also choose to establish and require compliance with other requirements that are rationally related to the special services to be performed, to the extent permitted by law. For instance, and not intended to be any limitation, the School District may require that all personnel who

will have to lift handicapped children be physically capable of performing the required lifting

4.4.2.3.2 Upon request by the School District, subject to the Proposer's rights as employer to control and direct its employees, the Proposer shall consult with the School District concerning the Proposer's continuing assignment of employees to provide services to the School District. Any Proposer employee deemed by the School District in its good faith determination to jeopardize the reputation of, public support for, or confidence in the provision of services by the Proposer shall be considered for transferred by the Proposer to functions other than services to the School District to the extent permitted by law. Such transfer, if based only on School District determination, shall be without stigma or negative connotation.

4.4.3 Drug Use Prevention

4.4.3.1 Grounds for Testing. The Proposer shall conduct or cause to be conducted tests acceptable to the School District that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to:

All permanent, temporary, or substitute drivers, and mechanics before they begin work under this agreement;

Any trainee who will drive a Proposer owned vehicle (test results must be obtained before the trainee drives the vehicle);

Any person (whether that person is a permanent, temporary, or substitute employee, or a trainee of the Proposer) involved in an accident but not absolved of fault at the scene by a law enforcement officer while driving a vehicle or transporting the School District pupils under the Contract; and

Any driver whom the Proposer or the School District has reasonable cause to believe has reported to work or is at work on the Proposer's School District's property while under the influence of alcohol or drugs.

Results of such tests shall be released to the School District prior to the beginning of the Contract, and annually as part of the required physical examination.

4.4.3.2 Proposer shall not hire or continue to utilize as a transportation driver any individual who fails to test negative for illegal drugs, controlled substances or alcohol.

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

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 the following training:

Such in-service as is required by the Michigan Department of Education to maintain the validity of the School Bus Drivers Certificate;

At least sixteen (16) hours of training covering safety practices, procedures, law, and pupil management;

Student safety training, including emergency evacuation procedures at least three (3) times per year with students on each route; and

Such other training as may be required by applicable law.

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 School District shall be entitled to review or monitor any and all training provided by Proposer.

4.4.5 Retraining. The Proposer or the School District may 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 School District's pupils until such retraining has been successfully completed.

4.4.6 Other Training. The Proposer shall require such specialized training as is necessary or required by law and as necessary to prepare the driver or aide to serve pupils and to advise such personnel of the applicable code of conduct by which they must abide.

4.4.7 Safety Program. Safety is a paramount concern of the School District. 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. Such a plan shall be included in the Proposal. Proposer shall provide at least one safety evaluation training exercise not less than every 90 days, with the first to be conducted within the first two calendar weeks of each academic year, for the duration of the Contract.

4.4.8 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 School District.

4.5 Fuel. The School District shall furnish all fuel to be used in its performance of the transportation services under the Contract. The School District reserves the right to require the Proposer to purchase all such fuel, and all fuel costs should be identified as a required alternate. If applicable, Proposer's compensation related to fuel costs shall be negotiated and adjusted monthly to reflect increases and/or decreases in the Proposer's fuel costs.

4.6 Compensation.

4.6.1 In consideration for services, the School District 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 School District.

4.6.2 Proposer shall submit to the School District 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 School District to verify costs and expenses incurred. The School District shall make payments within thirty (30) days of receiving Proposer's invoice, unless and to the extent the School District reasonably disputes same in good faith.

4.6.3 In the event the School District's transportation needs materially change during the term of the Contract and School District 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 School District shall have the option of either continuing the Contract as then applicable or terminating the Contract.

4.6.4 The School District reserves the right, prior to an award of Contract, to evaluate the segment prices (i.e., regular route cost, extra trip cost) and

negotiate and/or reject any unit price that is determined by the School District to be unreasonable in amount.

- 4.6.5 The School District reserves the right to correct mathematical errors in extensions and additions by the Proposer. The School District corrected Proposal sum total shall take precedence over the Proposer's inaccurately computed Proposer sum total.
- 4.6.6 The School District 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 Proposer's base bid shall be premised on providing all transportation vehicles necessary to provide the services required herein. It is acknowledged and understood that the District does not own any transportation vehicles or transportation equipment. All buses utilized by Proposer shall be equipped, at no cost to the School District, with two-way radios (or other alternative communication system approved by the School District), adequately maintained to be capable of communication with the School District's current system at all route points. The transportation facility and each bus shall have FCC compliant radios or communications systems, necessary to provide required or desirable emergency communication. Each transportation vehicle shall also have the capability to have installed and to operate cameras. The cost of such cameras, and the installation and operation of same, shall be identified as an alternate in accordance with Section 2.2.4.2.2.

4.7.1.2 Replacement. Unless otherwise agreed by the District in writing, on a case-by-case basis, vehicles used to provide the services required herein shall not be greater than 10 years old, and collectively shall have an average age of no greater than 6 years old. Proposers shall submit detail regarding a proposed replacement schedule for all buses they will use for transporting School District pupils. All equipment and buses must satisfy applicable laws, regulations and standards of the federal government and the State of Michigan.

- 4.7.2 Proposer shall ensure there are buses in sufficient number to efficiently transport all pupils for whom the School District orders services, including an adequate number of spare buses to ensure continuous service without interruption. Required quantity of spares shall not be at a ratio lower than 10% (1 spare for every 10 buses). 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 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 School District or its agent reserves the right to inspect any and all buses at any time for purposes of assuring the Proposer's successful compliance.

4.7.3.3 Proposer maintenance of all equipment is of the utmost importance to the School District, 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 School District with monthly maintenance reports for each vehicle summarizing all repairs, parts, and responsible mechanics.

4.7.3.4 Every Proposer must list its experience with Michigan State Police Motor Carrier Divisions inspections and identify a reference with the Michigan State Police Motor Carrier Division who is familiar with the Proposer's history of fleet maintenance. Proposer shall provide a schedule of inspection results for 2014-2015, 2015-2016 and 2016-2017 (if available), the scheduled list of any vehicles tagged either red or yellow, and the corrective actions taken for such vehicles.

4.7.4 Proposer shall provide in each vehicle used for pupil transportation pursuant to the Contract a reasonable and effective means of instant, direct voice communication between the driver of a vehicle and the Proposer's dispatch. Such means of communication must be sufficient to provide communication coverage throughout the entire area in which pupils are to be regularly transported. The Proposal shall expressly state how the Proposer expects to satisfy this requirement.

4.7.5 Transportation vehicles used to provide services herein shall be lettered to read "GLADWIN COMMUNITY SCHOOLS" on the sides, front and rear of each bus.

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 School District. It is expected that Proposer will use the School District's transportation facility, in accordance with the facilities use agreement attached hereto. Any objection to this approach must be identified in writing by the Proposer along with its bid. As required herein, the Proposer should identify a separate line-item cost for the lease of the transportation facility.

4.9 Records and Reporting Requirements.

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

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

4.10 Accident Reports.

4.10.1 All accidents or incidents involving the School District's pupils, personnel, and any vehicles and/or equipment transporting them, shall be orally reported immediately to the School District's Administration Office. A written report shall also be submitted to the School District'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 School District'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 School District'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 School District policy and procedures.

4.11.1.2 The School District shall delegate to Proposer driver 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 School District, 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 School District shall be responsible for student discipline.

4.11.1.3 The Proposer shall report to the School District 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 School District guidelines for suspension. Every driver/aide shall at all times adhere to the School District's established student disciplinary policies.

4.11.1.4 The Proposer shall assist with pupil discipline as required or desired by the School District, 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 School District pupils available to the School District at any reasonable time for inspection by the School District and Michigan State Police Motor Carrier Division.

4.12 Termination of Contract.

- 4.12.1 In addition to any other rights the School District 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 work;
 - 4.12.1.3 Proposer refuses to proceed with the work when and as directed or required by the School District and/or fails to correct within a reasonable correction period of not more than seven days any unsatisfactory ongoing performance after receiving notice from School District 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 School District Board of Education determines 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 School District, Proposer operates the fleet in a manner that imperils the safety of the passengers;
 - 4.12.1.8 In the sole determination of School District, any vehicles provided by the Proposer 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 School District's vehicle standards;

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

During the course of the Contract, a meeting may be called at any time by the Proposer or the School District 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 2017-2018 fiscal year for the School District, the School District reserves the right to terminate the Contract.

4.12.3 The School District shall have the right to terminate the Contract for any or no reason by providing 90 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 School District and its respective officers, agents, employees and from every claim or demand, including the cost of legal defense, by reason of:

4.13.1 Injury to the Proposer's or School District'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 – Facilities Lease Agreement
Attachment E – Transportation Contractor Hours of Work 2017-2018
Attachment F – Mileage Report

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:

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

of [insert name of contractor], a bidder for transportation services for GLADWIN COMMUNITY SCHOOLS.

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 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 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 Airport Community Schools. 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 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 too 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) \$ _____

Required Alternate No. 3: (plus/minus) \$ _____

Required Alternate No. 4: (plus/minus) \$ _____

Optional Alternates: _____

Attachment D – Facilities Lease Agreement

FACILITIES LEASE AGREEMENT

This Facilities Lease Agreement ("Agreement") is entered into this ___ day of _____, 2014, by and between GLADWIN COMMUNITY SCHOOLS, a Michigan general powers school district, organized and operating under the provisions of the Revised School Code, MCL 380.1, et seq., as amended, whose address is 401 N. Bowery Avenue, Gladwin MI 48624 ("Lessor") and _____, whose address is _____ ("Lessee"), for the lease of real Premises in accordance with the terms and conditions described herein.

WHEREAS, Lessor issued a Request for Proposals dated _____, 2014 ("RFP") for the provision of transportation-related services, and Lessee was awarded a contract for such services ("Contract");

WHEREAS, the Contract requires Lessee to have an office and maintenance facility proximate to the Lessor's business offices;

WHEREAS, Lessor is the owner of real Premises commonly known as the GLADWIN COMMUNITY SCHOOLS Transportation Facility ("Facility"), which is proximate to the Lessor's business offices and which is currently underutilized by Lessor; and

WHEREAS, Lessor desires to lease the Facility to Lessee, and Lessee desires to lease the Premises from the Lessor, upon the terms and conditions stated herein.

NOW THEREFORE, the parties hereto agree as follows:

1. PREMISES LEASED. Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from Lessor, for the term and upon the terms and conditions set forth in this Agreement, the Premises. Lessee acknowledges that it has examined the Premises prior to entering this Agreement and knows the respective conditions thereof. Lessee further acknowledges that Lessor has made no representation as to the condition or state of repairs thereof, which are not herein expressed, and Lessee hereby accepts the Premises in its "AS IS" condition as of the date of this Agreement.

2. RENTAL. The parties agree that rental for the Facility is as set forth in the Lessee's response to the RFP.

3. COMPLIANCE WITH LAW. The Lessee shall fully and promptly comply with all applicable federal, state, and local laws, statutes, ordinances, orders, policies, rules and regulations. The foregoing shall specifically include, but shall not be limited to, compliance with all applicable Board of Education policies and guidelines of Lessor and applicable zoning ordinances, if any.

4. USE OF PREMISES.

4.1 Lessee shall use and occupy the Premises for the sole purposes of storage, maintenance, dispatch, and the provision of other transportation-related services to the District as required under the terms and conditions of the Contract and for no other purpose(s) without the prior written consent of Lessor.

4.2 Lessee may improve the Premises in conjunction with any permitted use(s); however, all improvements not constituting ordinary maintenance must receive prior written approval by Lessor. Unless otherwise agreed by the parties in writing, the Lessee shall be responsible for any costs associated with improving the Premises. All improvements shall comply with applicable laws, rules and regulations, including but not necessarily limited to the Revised School Code and the School Building Construction Act, and shall meet or exceed the industry standard for same. Any improvements made by the Lessee that are not permanently affixed or attached to the Premises shall remain the property of the Lessee. Any personal property kept on the Premises by Lessee shall be done so, and insured, at Lessee's sole risk.

4.3 Lessee shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about the Premises which causes or is likely to cause injury or damage to any person or the Premises, which increases the cost of Lessor's insurances above those costs normally associated with the Facility and Lessor's operation thereof, which causes or is likely to cause injury or nuisance, or which in any way impairs the value of the Premises.

4.4 The Lessee shall not cause or allow any lien to be placed upon the Premises and shall indemnify, defend and hold the District harmless from any such lien. Nothing herein shall be construed to subject the Premises to liability under the Construction Lien Law or otherwise, it being understood that the Premises is not subject to such liability.

4.5 It is acknowledged that Lessor shall have the right and ability to access the Premises at all reasonable times to ensure that Lessee is complying with the terms of the Contract and this Agreement and to use the Premises in any manner that does not unreasonably interfere with the Lessee's rights hereunder.

5. CARE OF PREMISES.

5.1 Lessee shall keep the Premises clean and free from rubbish and excessive dirt at all times, and, unless the parties agree otherwise in writing, shall furnish its own janitorial services for the Premises. Lessee further agrees to perform general maintenance of the Premises, to keep the Premises in good and safe condition and to surrender possession of the Premises upon termination of this Agreement in as good condition as at the commencement of the Term, or as they may be put in during the Term, as reasonable use and wear thereof will permit. Lessor shall schedule and manage major maintenance and repair work at the Facility.

5.2 Lessee shall be responsible for any damages, costs or charges incurred by Lessor due to its failure to properly clean and maintain the Premises in accordance with Paragraph 5.1. Lessor reserves the right to perform the cleaning and maintenance services required of Lessee and insufficiently performed and to charge Lessee the reasonable cost of same.

5.3 Lessee shall be responsible for any and all damages that it causes to the Premises or Facility or which are incurred during Lessee's possession of, or responsibility for, same.

5.4 Lessee shall be responsible for all snow removal. Lessee agrees to pay, when due, the costs of any site grading (which will be performed by Lessor) and any electricity, water, garbage collection, sewer, gas, telephone, or other utilities attributable to Lessee's use of the Premises. Lessor shall not be responsible to Lessee for any loss or interruption of utility services.

6. ENVIRONMENTAL WARRANTY AND INDEMNIFICATION.

6.1 Lessee shall not permit hazardous substances to be located at the Premises, or to be generated, treated, stored, disposed of or otherwise deposited at the Premises, except in accordance with all applicable laws and without cost or liability to Lessor.

6.2 Lessee's use of the Premises and its activities thereon shall comply with all "Environmental Laws," which, for purposes of this Agreement, shall mean all federal, state and local environmental laws, including, but not limited to, the Hazardous Materials Transportation Act, (47 USC §§ 1801 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 *et seq.* ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 *et seq.*) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Agreement.

6.3 The parties acknowledge that Lessee's activities may involve the use, generation and storage of Hazardous Substances as defined below; however, Lessee shall not dispose of or allow the release, spillage or emission of Hazardous Substances on the Premises. For purposes of this Lease, "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether

such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

6.4 Lessee shall immediately and promptly notify Lessor of any release, discharge, spill or emission of Hazardous Substances on, to or from the Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of Environmental Laws with respect to the Premises.

6.5 As to the Lessee only, the Lessor shall be responsible for any environmental conditions existing on the Premises prior to the commencement of the Lease Term.

6.6 Lessee hereby agrees to indemnify, defend and hold harmless Lessor, its successors, assigns, officers and members of its Board of Education (in their individual and official capacities) and employees, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by Lessor as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Premises, or violation of any Environmental Laws, from and after the date of this Agreement; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Leased Premises; and (iv) compliance with any administrative notice, order, request or demand relative to any Hazardous Substances on the Premises or violation of any Environmental Laws.

6.7 Lessee's indemnification described above specifically includes, but is not limited to, the direct obligation of the Lessee to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Premises.

7. PARTS, SUPPLIES, MATERIALS, EQUIPMENT.

Lessee may not use Lessor's parts, supplies, materials and/or equipment, if any, without the Lessor's prior written consent, with appropriate compensation paid to the Lessor for same. If the parties agree to Lessee's use of such parts, supplies, materials and/or equipment, the parties shall mutually conduct an initial inventory of same, which shall be updated and maintained by Lessee and returned to Lessor at appropriate intervals. Lessee shall be responsible for the use of and for any damage to parts, supplies, materials and/or equipment.

8. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS.

8.1 Lessee shall obtain, at its expense, insurance in such amounts and types reasonably required by Lessor. Said insurance shall be kept in force during the Term of this Agreement and an adequate certificate of insurance shall be provided to the Lessor prior to Lessee using the Premises for any purpose.

8.2 Lessee covenants and agrees, to the fullest extent permitted by law, to indemnify and hold harmless Lessor, its board members, officers, employees, and agents, from and against any and all damages, claims, actions, causes of action, including legal fees to defend same, for injuries to any person or property relating in any way to Lessee's use of the Premises or performance of this Agreement. Nothing in this paragraph shall be construed to give any third party any claim to which the third party would not otherwise be entitled, nor shall it abrogate or diminish the defense of governmental immunity for any claim against the parties.

9. TAXES AND SPECIAL ASSESSMENTS. The parties acknowledge that Lessor is a tax-exempt entity and, accordingly, that Lessee shall pay any taxes and special assessments, if any, imposed by federal, state, local or other governmental authority having jurisdiction over the Premises due to Lessee's use of same. Lessee shall pay all personal property taxes, if any, which are imposed on the personal property owned by Lessee and located at the Premises. Lessee acknowledges that its obligation to pay real property taxes and special assessments shall survive termination unless and until Lessor can reasonably regain its tax-exempt status.

9. EVENTS OF DEFAULT. In the event either party breaches a covenant of this Agreement and fails to cure or to take meaningful and constant steps to cure such breach within thirty (30) days of receiving written notice of said breach from the other party, the breaching party shall be in default of this Agreement.

10. TERM AND TERMINATION. Both the Term of this Agreement, and the termination thereof, shall be as set forth in the Contract. The parties acknowledge and agree that this Agreement is intended to coincide with the Lessee's performance of transportation-related services as set forth in the Contract and shall terminate upon the cessation of such services.

11. SUCCESSORS AND ASSIGNS. Lessee shall not assign, or in any manner encumber this Agreement, nor any part, right, or interest thereof, nor shall Lessee let or sublet or permit any part of the Premises to be used or occupied by others for any reason whatsoever, without Lessor's advance written consent, which consent is discretionary in Lessor solely. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of Lessor shall be null and void and shall give Lessor the right to terminate this Agreement and re-enter and repossess the Premises.

12. NOTICES. Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered by person or if mailed by registered or certified mail, postage prepaid to the appropriate party, as follows:

If to the Lessor: _____

If to the Lessee: _____

or at such other address or to the attention of such other individual as shall be specified in writing by the respective parties.

13. WAIVER. The failure of either party to insist upon strict performance of any covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remain in full force and effect. No covenant, term or conditions of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing by such party.

14. ENTIRE AGREEMENT. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between Lessor and the Lessee concerning the lease of the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Lessor and the Lessee other than are herein set forth.

15. AMENDMENTS. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Lessor or the Lessee unless reduced to writing and signed by both parties.

16. SEVERABILITY. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless removal of such term, covenant or condition materially impacts the general intent of the Agreement.

17. REMEDIES NOT EXCLUSIVE. The parties agree that each and every right, remedy, and benefit provided by this Agreement is cumulative and shall not be exclusive of any other right, remedy or benefit set forth in this Agreement or allowed by law.

18. GOVERNING LAW. This Agreement shall be construed for all purposes in accordance with Michigan law.

19. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, including facsimile transmissions, each of which shall be deemed an original.

20. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date of commencement of services as set forth in the Contract and/or RFP.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers the day and year first indicated above.

GLADWIN COMMUNITY SCHOOLS, _____,

By: _____

By: _____

Its: _____

Its: _____

| Date: _____

Date: _____

Attachment E – Transportation Contractor Hours of Work 2017/2018

Attachment F – Mileage Report

Attachment H – Bus Stops

