



**GOGEBIC-ONTONAGON INTERMEDIATE
SCHOOL DISTRICT**

STUDENT TRANSPORTATION SERVICE

REQUEST FOR PROPOSALS (“RFP”)

May 18, 2022

INTRODUCTION

Gogebic-Ontonagon ISD (GOISD) encompasses Gogebic and Ontonagon Counties in the Upper Peninsula of Michigan, which is approximately 5,217 square miles, of which a majority of this is land.

Gogebic-Ontonagon Intermediate School District currently transports Special Education students to three locations within Gogebic and Ontonagon Counties. In addition, students are transported to and from On-the-Job Training (OJT) and other school activities throughout the district.

2021/2022 Approximate Enrollment: **80**

Special Education-**80**

Approximate Students Eligible for Transportation:80

Total Transportation Staff (currently contracted):

3 drivers, bus aides provided by GOISD

2020/2021 Mileage Data:

Special Education

46,800 Miles approximately

OPERATIONAL INFORMATION

General Information: The School District provides daily transportation services for Special Education students to and from school and other programs. A more-detailed summary of the School District's current transportation program is provided herein.

The School District contracts/operates its transportation services in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, as well as the District's Board of Education Policies, Guidelines and Procedures. The school year shall be the number of days in which the School District is actually in session. The number of busing days may vary from the school calendar as necessitated by early starting dates, different vacation dates, snow days, partial closings, late start days, or other conditions which may have the effect of altering the school year calendar. The School District has 180 student attendance days for Special Education. Other programs requiring student transportation do not always follow the instructional calendar. The routing, usage, and personnel information provided below describes the School District's current and past operations, which needs may change at any time in the future.

Routing. The goal of the School District is to make all runs and routes as safe and efficient as possible, while using the fewest busses necessary. The School District's route planning has utilized a number of General Education-style busses to transport special needs students; however, it is imperative that all routes and runs meet applicable laws, regulations and IEP requirements.

Summary of busses needed to cover school year daily routes - Currently using 3 buses.

Summer Routing: There are summer activity days that are running for 6 to 8 days between mid-June and mid-August which transport Special Education students to local districts or locations within the community. These routes must be staffed with a driver and the GOISD will provide a bus aide. There are approximately 8 to 12 students who need transportation for this program.

NOTE: Proposer shall employ staff that is adequate to fulfill the needs of its operation and meet the requirements of this RFP.

More information regarding the District can be found on our School District web site www.goisd.org

I. INSTRUCTIONS TO BIDDERS:

- 1.1 NOTICE IS HEREBY GIVEN that the Gogebic-Ontonagon Intermediate School District is (School District) will accept bids for a five (5) year contract for **STUDENT TRANSPORTATION SERVICE**. Bids will be opened and read aloud at the DIISD Board Meeting on Wednesday, June 15, 2022 at 6:00 pm and may be referred to a committee meeting for analysis and final acceptance. Bids should be submitted for a five (5) year period, encompassing the 2022-23, 2023-24, 2024-25, 2025-26, and 2026-27 school years.
- 1.2 Sealed proposals shall be delivered to the above address (Attn: Alan R. Tulppo, Superintendent), any time prior to, but not later than, 3:00 p.m. EDT on May 22, 2022 and clearly state Student Transportation Bid on the front of the envelope. The top document in each bid (whether mailed or emailed) must be **Attachment C - Proposal Form**. Bids received after this time will be returned unopened to the bidder. All bids must contain the name and address of the bidder.
- 1.3 All bids must be valid for a minimum period of 60 days after bid opening.
- 1.4 The Board of Education of the School District reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of the School District to do so. The contract will be awarded as determined by the Board of Education. Bids should be submitted on the premise that the School District intends to contract as a single unit, and that the proposal must be acceptable to the Board. Acceptance of a bid by the School District does not constitute a contract. The final contract document will be subject to negotiation and the Board will approve execution of a contract. While the financial responsibility of the bidder is a significant concern, the Board is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

- 1.5** Any explanation or statement, which the bidder wishes to make, must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached hereto. Unless the bidder so indicates, it is understood that the bidder is in strict accordance with the specification requirements.
- 1.6** The primary bid shall be based on the premise that the School District will not be responsible for financing, holding title to, or licensing vehicles.

- 1.7** All figures given for passengers, routes, or lengths of routes are based on data available for the 2021-22 school year.
- 1.8** Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained.
- 1.9** All bids shall be deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.
- 1.10** Collusive Bidding and Relationship Disclosure:
- 1.11.1 The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment A1 - Familial Relationship Disclosure - DIISD.
Attachment A2 - Familial Relationship Disclosure - BTS
- 1.11.2 The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment B - Iran Economic Sanctions Act Certification.
- 1.12** The bidder shall at all times observe and comply with all applicable School District program mandates, policies, rules, State of Michigan Department of Consumer and Industry Services Licensing Rules for Child Care Centers, and including specifically the Head Start Final Rule for Transportation, laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract, and in particular, such laws pertaining to safety. These policies will be made available to any bidder, upon request. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.
- 1.13** No contract shall be assigned or any part of the same subcontracted without written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
- 1.14** Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.
- 1.15** Contractor shall submit a description of the equipment, which he proposes to use in carrying out the contract prior to the beginning of the school term including year, model, capacity, and fuel type.
- 1.16** It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to the School District and without claims for adjustment per diem, or per trip, compensation.

- 1.17 The Contractor shall own all buses or vehicles provided under this contract.
- 1.18 These bid specifications shall be affixed to the contract entered into with the Contractor, and shall be considered an integral part thereof. Should there be determined that there is contradiction between the bid specifications and Contract, terms and conditions as stated in the Contract shall prevail.
- 1.19 See **Attachment E1 - Current Transportation Information and Route Details GOISD** for information of the School District's current pupil transportation program. Contractors are to base their cost projections on duplicating this service within the requirements of the RFP.

II. SELECTION TIMELINE, CRITERIA, AND EVALUATION

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

Release of RFP	April 21, 2022
Proposals Due	May 23, 2022 3:00 p.m.EDT

- 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.

- 2.2.1 Original bid document as required by Section 1.3.

- 2.2.2 The Proposed Contract Sum shall be identified on, and in compliance with, the Proposal Form attached hereto as **Attachment C1 - Proposal Form GOISD, and Attachment C3 Proposal Form GOISD**. 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.

- 2.2.3 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.

- 2.2.4 The Proposer shall submit a statement of the Proposer's qualifications, including any evidence that they are currently providing transportation services for other intermediate school districts and Head Start programs of similar size and scope as the School District, particularly identifying outstanding transportation contracts and the number of school buses used in the first year transportation was furnished with respect to each such

contract.

- 2.2.5** The Proposal shall include background information and qualifications of the personnel who will be involved with the School District, including:
- 2.2.5.1** A list of proposed management staff assigned to the School District, including profiles describing experience, education, background, specific professional accomplishments, and any special qualifications.
 - 2.2.5.2** A description of the chain of command and reporting relationships, including an organizational chart showing the staffing and lines of authority (which chart shall identify where the School District's Transportation Coordinator will be placed, as such Transportation Coordinator will act as liaison between the School District and the proposer).
 - 2.2.5.3** When requested, a list of drivers (last, first and middle initial), driver's address, proof of proper licensure, bus driver certification status and schedules.
- 2.2.6** The Proposer shall acknowledge that management, drivers, and aides may be replaced or transferred upon request, subject to Proposer's status as independent contractor, as further described herein.
- 2.2.7** The Proposer shall provide a list of training programs and a description of the safety programs, both as further described herein.
- 2.2.8** The Proposer shall describe its preventative bus maintenance program.
- 2.2.9** The Proposer shall provide a list of experience with the Michigan State Police Motor Carrier Division inspections, including results and any corrective action taken.
- 2.2.10** 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. The bidder should use Attachment I.
- 2.2.11** 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).
- 2.2.12** The Proposer shall provide evidence of its ability to furnish insurance required by this RFP.
- 2.2.13** 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 found in the Revised School Code.

- 2.2.14** The Proposer shall provide a list of all litigation, arbitration, 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.
- 2.2.15** The Proposer shall provide a summary (by narrative, brochure, chart or other means) showing the Proposer's special qualifications and philosophy which may give the Proposer the ability to satisfy all bid requirements.
- 2.2.16** 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.
- 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 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 shall be based on the terms of this RFP and any accepted portions of the selected Proposer's response thereto, except as may be amended by the School District in its sole discretion. Notwithstanding anything to the contrary herein, 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 or its designee.

2.4.3 The Contract shall be for an initial five (5)-year term from July 1, 2022 to June 30, 2027. The Contract may be terminated upon ninety (90) days' written notice from the School District with or without cause.

2.4.4 Insurance:

2.4.4.1 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.

2.4.4.2 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 certificateholders 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. Contractor shall provide Personal Injury Protection and Property Damage Liability Insurance with limits of not less than one million dollars (\$1,000,000) for all personal injuries, and one million dollars (\$1,000,000) for property damage, five hundred thousand dollars (\$500,000) per person bodily injury and shall name the District as an additional insured. The Contractor and or its insurer/claim administrator will be responsible for claim investigation and claim payments for all losses with exposure up to Five Million Dollars (\$5,000,000) for accidents involving Contractor owned buses serving the District.

The Contractor agrees to notify the District Superintendent or his/her designee immediately of any claim arising pursuant to said policies. The Contractor shall cause the policy to include an endorsement to the effect that the policies shall

not be canceled without thirty (30) days prior written notice to the District Superintendent or his/her designee. In case of termination, the Contractor shall provide evidence of new insurance at the earliest possible date, but not later than ten (10) days prior to the termination of the original policy. Contractor shall provide said insurance before the effective date of this Contract and prior to the beginning of each school fiscal year.

2.4.4.3 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.

2.4.4.4 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.

2.4.4.5 A list of types of insurance, limits of liability, and policy extensions required of the Proposer are to be listed at **Attachment D**. 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. However, such review by the School District does not relieve or limit the Proposer's liability and/or responsibility under this RFP.

2.4.5 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 be premised on this RFP document and accepted responses 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 2.2.15. In the event of any inconsistency between the 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. DESCRIPTION OF SERVICES

3.1 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:

3.1.1 Safe and reliable, on-time delivery Special Education students between home and center-based programs, between school buildings or other destinations determined by the School District and the relevant IEP 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.

- 3.1.2** Daily Transportation Services. The Contractor shall provide safe, efficient and reliable on-time transportation from home to school and school to home for general education, special needs students or those other persons eligible or authorized for transportation services on a daily basis including mid-day transportation all of which is referred to as the “Daily Transportation services”.
- 3.1.3** Assist the School District in the efficient routing of Special Education and other transportation needs of the School District, including but not limited to special runs 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. If the Proposer uses routing software, then the Proposer shall provide the School District with reasonable access to such software.
- 3.1.4** Maintenance of the buses and transportation fleet, utilizing certified mechanics. All maintenance records shall be retained, organized and made reasonably available to the School District.
- 3.1.5** The selection, evaluation, training, compensation, and retention of transportation employees, including all necessary, drivers, and management and clerical personnel to complete the provisions of the transportation and maintenance services. 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. Throughout the term of a contract, the contractor shall retain all personnel necessary for the provision of the transportation and maintenance services as set forth herein.
- 3.1.7** Student discipline in cooperation with the School District, and as mandated by applicable law and School District policies/guidelines, as same may be amended from time to time by the School District’s Board of Education. Any changes to such policies/guidelines after the commencement of services shall be communicated from the School District to the Proposer.
- 3.1.8** 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.
- 3.1.9** 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.

3.1.10 Repairs to Property Damage. Damage to the District Facility or District property caused by the Contractor, its agents or employees shall be repaired so the Facility or properties are in as good condition as before entering into this Contract. All repairs shall be accomplished at no cost to the District.

3.2 **Management:**

3.2.1 The Proposer shall provide management staff to coordinate all Proposer functions described in the RFP. 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. To ensure consistency and efficiency, the Proposer's management staff shall not be removed or reassigned without prior approval of the School District, which shall not be unreasonably withheld. However, the School District may request the removal and replacement of proposed management staff and/or other Proposer employees should the School District reasonably believe such services to be inadequate or otherwise detrimental to the School District. The Contractor shall be required to supervise all of its employees, agents, or servants in all respects. Upon such request, the Proposer shall promptly replace such staff and/or employees, subject to Proposer's status as independent contractor. The Proposer's employees are the employees of the Proposer and not employees, or other servants of the School District.

3.2.2 It is expressly agreed between the Contractor and the District that the Contractor will act as an independent contractor in the performance of its duties under this Contract and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's activities in accordance with this Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license or permits fees as required. This Contract shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Contractor is retained and engaged by the District only for the purposes and to the extent set forth herein. Neither the Contractor nor its employees or agents shall not be considered an employee of the District, nor is Contractor entitled to participate in any plans, arrangements, or distributions by the District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC Insurance or Workers' Compensation Insurance and Contractor will indemnify, defend

and hold the District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. Nothing in the Contract shall be construed to interfere with or otherwise affect the rendering of the Transportation Services or Maintenance Services by Contractor in accordance with its independent and professional judgment. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Contract on behalf of Contractor, its employees or agents.

- 3.2.2** 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.
- 3.2.3** 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.
- 3.2.4** 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 Head Start and Special Education students, or otherwise, prior to the pupil alighting from the vehicle, the driver must visually verify a responsible and designated person is present to receive the pupil. If no such person is present, the driver shall contact dispatch and review the transportation plan for that pupil to identify the next course of action 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 again and review the next course of action. The Proposer must adhere to mandated child care licensing/transportation rules. Without limiting the School District's protections or rights as otherwise set forth in this RFP, 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.

- 3.2.5** Proposer shall not assign its Contract, or any interest therein, without the prior approval in writing of the School District.

3.3 Operations, Routing, and Scheduling:

3.3.1 Operating Requirements:

3.3.1.1 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, other center-based Special Education transportation, field trips, community based activities and On-the-Job Training (OJT) described by the School District. Service shall be provided on school days and on other days designated by the School District.

3.3.1.2 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.

3.3.1.3 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.

- 3.3.2 Routing and Scheduling:** The Proposer shall operate buses along routes approved by the School District. The School District prior to the opening of school in the fall shall provide the Proposer with a detailed list of students and class/center schedules. 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 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. At no time shall the Proposer's office or garage be used as a depot for the transfer of students. Proposer shall structure all bus routes with particular attention to reasonably minimizing pupil ride times on standard bus routes. To that end, no GOISD pupil's ride time shall be more than eighty (80) minutes, exclusive of staging periods, except as may be excused by express written notice from the School District. Contractor shall provide a map showing the approved bus route of each bus and a list of metered miles for each route which shall be established each year and shall be adjusted annually as needed. Contractor shall furnish, not less often than once per school year, an accurate odometer reading with respect to each vehicle used by Contract. Contractor agrees to work in cooperation with the District to establish the most advantageous routing plan for the safety of Students within the guidelines provided for in this Contract and the District's Board of Education policies. Contractor agrees to work with District designees regarding necessary Individual Education Plan (IEP) transportation requirements. Contractor shall pick-up Students identified by the District at any location and at times approved by the District to transport to the classes/facilities set by the District. Contractor shall transport designated Students to such locations, arriving at times approved by the District and return them to their stops, using routes recommended by Contractor and approved by District. All pick-ups of Students may be door-to-door or in groups as specified by District policies. Subsequent to approval by the District of the of the Contractor's recommended routing plan, Contractor shall make no substantial changes thereto without prior notice to, and written approval by, the District.

Staff Management Requirements:

3.3.2.1 Driver Requirements:

3.3.2.1.1 The Proposer shall hire and utilize 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, blood borne 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. The Contractor shall provide all personnel necessary for the provision of the Transportation Services under this Contract. The District may review all pre-employment and other records regarding any prospective or actual employee of the Contractor assigned to work under this Contract. The District may also request orally or in

writing the removal of any prospective or actual employee or agent of the Contractor from working under this Contract. The Contractor shall comply with any such request. The Contractor shall be required to supervise all of its employees, agents, or servants in all respects.

- 3.3.2.1.2** 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.
- 3.3.2.1.3** The Proposer shall only transport School District students and only such persons who are authorized in advance by the School District to ride on the school buses. Any passenger services provided by the Proposer shall comply with routes, passenger lists, time schedules, dates and times of operation, all designated by the School District before and during the school year and the term of the Contract. Parent volunteers, along with minor children, may be designated as authorized passengers per advanced authorization from the School District. Contractor shall permit authorized District representative(s) to ride all buses on all routes for the purpose of determining bus stop, route scheduling, or parent/community complaints, the mechanical conditions and cleanliness of buses, driver evaluation, discipline, whether the schedules are being met, and similar matters. No persons other than Students, Contractor employees, District authorized personnel or employees, or drivers in training, are to ride the buses without the written approval of the District's Superintendent or his/her designee. No bus will be loaded with Students such as to transport more than 100% of the number of Students for which the bus has a rated seating capacity.
- 3.3.2.1.4** For the protection of pupils, the drivers and other persons who have contact with pupils and their families must be of stable personality good moral character, and shall meet or exceed all certifications and requirements mandated by all applicable federal, state and local laws, rules and regulations. The Contractor shall neither allow any person to drive a school bus if that person's conduct might in any way expose Students to any impropriety of word or conduct, nor shall the Contractor allow any person to drive a school bus who is not, at any time, in a condition of mental and emotional stability. The use of tobacco and the possession or use

by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school buses, or District property. All drivers shall comply with District policies concerning student management and discipline, including, but not limited to, non-discrimination and corporal punishment of Students.

- 3.3.2.2 School Bus Aide Requirements:** The District shall employ and assign school bus aides based on the individual requirements of pupils as determined by the relevant pupil's IEP.
- 3.3.2.3 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.
- 3.3.2.4 Transportation Coordinator:** The Transportation Coordinator will be an employee of the School District. Responsibilities of this position will include, but are not limited to:
- a. Serve as liaison between the School District and the Proposer;
 - b. Insure compliance with all applicable policies and procedures, rules and regulations;
 - c. Develop and maintain routes and emergency forms, in conjunction with the Proposer;
 - d. Schedule and implement a training plan (GOISD) for drivers regarding department mandates and procedures.
- 3.3.2.6 Changes in Established Routes or Stops:** The Transportation Coordinator will submit route modifications as needed throughout the school year. These needs, as presented, must be met by the Proposer. Additional or special routes will be established by mutual agreement with the Proposer. Changes to established routes, stops, or schedules must be reviewed and approved, in advance, by School District, any associated costs must be included. If approved, such change shall be implemented by the Proposer as soon as possible, no more than three (3) 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 all pertinent IEPs and applicable federal, state, local, and School District laws, regulations and policies. Current rosters shall be provided by the Proposer to the School District by the 1st of each month.

3.3.2.7 **Changes in School Schedules:**

3.3.2.7.1 The GOISD shall receive a 100% daily discount from the daily rate (or prorated per-day rate) being charged 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.

3.3.2.7.2 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.

3.3.3 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.

3.3.4 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 Provider at least 4 hours prior to the time of the first scheduled pupil pick-up or (unless the School District notifies otherwise) upon the cancellation of school due to inclement weather. Cancelled snow days that are not rescheduled will not be assessed a cost.

3.3.5 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.

3.3.6 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.

3.4 School Bus Driver Requirements:

3.4.1 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 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 for Head Start, Special Education, and BTS students. These programs 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 include federal and state criminal history and criminal record background checks, at least as required by law. The Proposer shall not hire bus drivers who have been convicted of any felony, charged with offenses relating to criminal sexual conduct involving minors, convicted of any felony moving violations, convicted of or presently charged with alcohol or drug related charges in any state within the past ten (10) years, or drivers who have previously been involved in and were negligent, with such negligence resulting in personal injury or property damage accidents and any offenses in the School Safety Laws listed as unemployable. A pre-employment physical shall be administered which will meet the 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 School District upon request. In addition the Proposer shall provide to the School District a current list of names, telephone numbers, and copies of records for each bus driver, including, but not limited to, motor vehicle operator licenses, medical cards, all required state or federal bus driver course enrollment and completion forms. These shall be provided annually and upon hiring new drivers prior to driving school District students. 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. The Proposer shall annually review the driving records of all bus drivers, and provide copies of such records to the School District for review prior to commencement of the school year. Pre-employment physicals, screenings, and federal and state criminal history and criminal record background checks will be paid by the Proposer.

3.4.2 Credentials and Related Requirements:

3.4.2.1 License and Permits:

3.4.2.1.1 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

driver's license verifications of Proposer's employees providing service pursuant to the Contract shall be available to the School District upon request.

3.4.2.1.2 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. Training specific to the School District programs and mandates, as deemed necessary by the School District, will be provided by the Transportation Coordinator. The School District will be responsible for costs associated with transporter attendance and participation in such School District trainings. Costs specific to the trainer and training program will be assumed by the School District. The School District will provide the Proposer ten (10) business days advance notice of any necessary training. Drivers who have not participated in district provided mandated trainings will be prohibited from transporting School District students.

3.4.2.1.3 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 four (4) points on his/her driving record related to moving violations.

3.4.2.1.4 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.

3.4.2.2 Health Requirements: 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. All bus drivers must also have a TB Test.

3.4.2.3 Special Considerations:

3.4.2.3.1 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

- 3.4.2.3.2** Upon request by the School District in its sole discretion, but subject to the Proposer's rights as employer to control and direct its employees, request the prompt removal of any Proposer employee. The Proposer shall promptly comply with such request. Such removal, if based only on School District determination, shall be without stigma or negative connotation.

3.4.3 In-service Training (must meet state-mandated requirements):

- 3.4.3.1** 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:

- a. Such in-service as is required by the Michigan Department of Education to maintain the validity of the School Bus Driver's Certificate;
- b. Such other training as may be required by applicable law.

- 3.4.4 Supplies:** The Proposer is responsible for procuring all supplies, materials, parts, equipment (including necessary adaptive equipment such as harnesses), 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.

3.5 Compensation:

- 3.5.1** 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.
- 3.5.2** 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.

- 3.5.3** 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, change in enrollment), 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.
- 3.5.4** 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.
- 3.5.5** 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.
- 3.5.6** 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.
- 3.5.7** In the event of any dispute regarding any amount due or claimed pursuant to the Contract, the School District shall have the right to withhold any amount in dispute pending the Proposer's fulfillment of all terms and conditions of the Contract, or satisfactory resolution of the dispute over the services or the Proposer's compliance with the Contract.
- 3.6** **Equipment:**
- 3.6.1** 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 average age of buses in fleet shall not exceed 7.5 years with the maximum age of any bus not to exceed 15 years. Heater Requirement: Buses used in the performance of the contract are designed and equipped for cold weather operation with sufficient heating capacity and that buses are equipped with Left side and right side front heaters, dual rear heaters, heat pump, and require that buses have winter fronts or that vehicles are equipped with engine shutter systems and thermostat that will sufficiently help keep the engine warm which also allows the interior heaters to blow warm heat and not cold air. The BTU's on the bus heaters are as follows: Driver – 90,000, Step well – 50,000, Behind driver (Front – 80,000, Rear – 80,000)

3.6.2 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. Proposer shall immediately notify the School District of any perceived insufficiency in its transportation fleet. Required quantity of spares shall not be at a ratio lower than 10% (one spare for every ten buses). Buses shall be of sufficient capacity to permit every pupil transported to be seated. In the event of a breakdown of any bus, the Contractor agrees that a spare bus and driver shall respond to the site of the breakdown, as quickly as possible, for transfer of Student for delivery to their destination.

3.6.3 Fleet Maintenance:

3.6.3.1 The Proposer shall continually maintain all equipment in a safe and reasonable condition, subject to normal wear and tear. The term “reasonable condition” means, at a minimum, that every bus under the contract must pass any and all inspections required by Michigan Law and provided for by the Michigan State Police Motor Carrier Division or other State agency (green tag). The Contractor shall maintain busses in a good and safe mechanical and operating condition. All such buses shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire term of the Contract. All such buses shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire term of the Contract. The Contractor shall maintain all buses in strict accordance with all State, Federal, and any other local government minimum standards for school buses, including but not limited to, the Pupil Transportation Act, Michigan Public Act 187 of 1990, as amended, MCL 257.1801 et seq. (the “Pupil Transportation Act”), and such additional requirements as set forth herein. The Contractor shall maintain the buses so that their condition remains equal to or exceeds that condition recorded on the written inspection form provided to District by the Contractor, normal wear and tear excepted. Mechanically, the buses shall be maintained in a condition approximating that set out by the original manufacturer. Failure to maintain the buses in a condition acceptable to the District will constitute a default of this Contract.

3.6.3.2 The School District or its agent reserves the right to inspect any and all buses at any time for purposes of ensuring the Proposer’s successful compliance. The Proposer agrees that any buses used shall be carefully inspected daily for defects (mandatory federal and state pre-trip inspection) and that it shall cause to be remedied any defects before using said buses at no cost to the Districts.

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

- 3.6.3.3.1** The Proposer must establish and implement a maintenance system with comprehensive preventative maintenance scheduling, inspections and cleaning.
- 3.6.3.3.2** The Proposer must supply the School District with monthly maintenance reports for each vehicle summarizing all repairs, parts, and responsible mechanics.
- 3.6.3.3.3** A bus shall be declared unfit for service and removed from service if the bus: Does not comply with the legal requirements, including, but not limited to, the Pupil Transportation Act; or Is defective in a way that threatens the safety of Students or of persons near or around the bus; or Is defective in a way that, if the bus were operated, it may damage the bus or damage the District's property; or Exceeds the Contractor's standards for the age of the bus being a maximum age of twelve (12) years for Type I buses and ten (10) years for Type II buses; or Such buses shall not be returned to service until the defect or cause of non-compliance has been corrected.
- 3.6.3.4** Every Proposer must list its experience with Michigan State Police Motor Carrier Division's 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, the scheduled list of any vehicles tagged either red or yellow, and the corrective actions taken for such vehicles.
- 3.6.3.5** The Proposer shall be solely and exclusively responsible for and shall pay for all repairs and maintenance of buses without any charge to the School District unless damage is due to negligence of the School District students or parent. Said damage will be reviewed with the School District for responsibility for damage and payment.
- 3.6.4** 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.

3.7 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 administration offices of the School District.

3.8 Records and Reporting Requirements:

3.8.1 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 fuel cost reports (monthly), detailed run reports, and other information mutually agreed on by the School District and the Proposer. All records should be retained by the Proposer for not less than seven years from the date of the Contract. These operating records shall contain all information necessary for the District to completely fulfill all reporting requirements mandated by the State of Michigan, including but not limited to, Pupil Transportation Forms SE-4094, SE-4096, and SE-4107. These records must be provided to the District so that the District may timely file all of the necessary aforementioned reports to receive any and all allotted transportation reimbursement from the State of Michigan or its respective Intermediate School District (“ISD”). The contractor shall maintain all records in accordance with the State of Michigan Education Bulletin #522 and District Policy.

3.8.2 The Proposer shall be required to provide, on a timely basis, the data in order for the School District to file all State of Michigan required reports.

3.8.3 If permanent route driver assignments change, the Contractor shall provide an updated list of routes and drivers assigned to those routes. If several changes are made, a list is required no more than once per week. If a pupil is cited for behavior or other reason(s) while riding a bus, the Contractor shall report in writing to the District the nature, time, and date of the incident(s). Every driver shall at all times adhere to the District’s established student disciplinary policies. If any runs were late or missed during a week, the Contractor shall submit a written summary for the week of all late or missed trips, including the cause of the problem and any corrective action taken.

The Contractor shall provide proof of Workers Compensation Insurance and Certification of Insurance on an annual basis prior to the start of school.

3.9 Accident Reports:

3.9.1 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.

3.9.2 Accident reports shall make clear and provide at a minimum the following: Whether pupils were on the bus or loading or unloading from the bus at the time of the accident;

Whether any identifiable personal injuries occurred and the names of the person(s) injured; The driver, location, involvement of other vehicles, and nature and extent of any property damage; Accident and incident reports completed by the Proposer's management and by drivers; Name and badge number of the reporting officer; and Any other pertinent information to permit a full and complete account of the accident.

- 3.9.3** 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.

3.10 School District's Rights and Responsibilities:

3.10.1 Discipline on the School Bus:

- 3.10.1.1** 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.
- 3.10.1.2** 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.
- 3.10.1.3** 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.
- 3.10.1.4** The Proposer shall assist with pupil discipline as required or desired by the School District, including necessary parent/pupil meetings.
- 3.10.1.5** The Proposer shall ensure that drivers are available to participate in parent/teacher/administrator conferences concerning transportation related disciplinary problems.

- 3.10.2 Bus Availability for Inspection Purposes:** The Proposer shall make any vehicles used safety 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. All buses shall be inspected by Contractor on a daily basis for defects

(mandatory federal and/or state pre-trip inspections) and Contractor shall cause to be remedied any defects before using said buses. All buses shall be inspected annually by the Michigan Department of State Police (the “MSP”) and the Contractor shall submit, in writing, the inspection results of all Contractor-owned buses serving the District within thirty (30) days of the completion of the MSP inspections. Contractor shall verify to the District in writing prior to the commencement of the Term of this Contract that all buses used for the provision of the Transportation Services have been inspected by the MSP and have passed that inspection. Contractor shall neither operate nor permit to be operated any bus which has not been inspected by the MSP or has failed inspection. The District shall have the right to inspect, at any time, any and all buses used for the provision of the Services for purposes of ensuring compliance with all applicable laws and the terms and conditions of this Contract. Any violation of this subparagraph will result in an automatic and immediate termination of this Contract.

3.11 Termination of Contract:

3.11.1 In addition to any other rights the School District may have, it shall have the right to declare the Proposer in default if:

- 3.11.1.1** Proposer becomes insolvent, makes an assignment for benefit of creditors, or if a petition in bankruptcy is filed by or against it;
- 3.11.1.2** Proposer abandons the work;
- 3.11.1.3** Proposer refuses to proceed with the work when and as directed by the School District or fails to correct within a reasonable correction period of not more than seven days any unsatisfactory performance after receiving notice from School District of such unsatisfactory performance;
- 3.11.1.4** Proposer sublets, assigns, transfers, conveys, or otherwise disposes of the agreement other than as herein specified;
- 3.11.1.5** 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;
- 3.11.1.6** Any applicable laws have been violated by Proposer or its agents, servants, or employees;
- 3.11.1.7** In the sole determination of School District, Proposer operates the fleet in a manner that imperils the safety of the passengers;
- 3.11.1.8** In the sole determination of School District, any vehicles provided by the Proposer are not in excellent mechanical condition;

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

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

3.11.1.11 The Proposer fails to maintain buses in accordance with legal vehicle standards or in accordance with the School District's vehicle standards;

3.11.1.12 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.

3.11.2 In the event state of Michigan's funding levels and related formulas are reduced beyond those levels established for the 2022/23-2026/27 fiscal year for the School District, the School District reserves the right to terminate the Contract.

3.11.3 The School District shall have the right to terminate the Contract for any or no reason by providing 90 days' prior written notice.

3.11.4 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. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

3.12 Hold Harmless/Indemnification Agreement:

3.12.1 Contractor shall indemnify, defend and hold harmless the District, its Board and its Board Members in their official and individual capacities, its employees and agents, from and against all claims, counterclaims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, damages, and actual attorney fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Transportation Services pursuant to this Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, agents and subcontractors; (ii) any breach of the terms of this Contract by the Contractor; (iii) any violation of applicable state and/or federal law, rule, ordinance, policy or regulations and/or licensing and permitting requirement applicable to providing the Transportation Services; or (iv) any breach of any representation or warranty by the Contractor under this Contract. The Contractor shall notify the District by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may

be entitled to indemnification under the Contract.

3.13 Force Majeure

3.13.1 The Contractor agrees that its failure to comply with any of the terms and conditions of this Contract shall be grounds for termination of this Contract by the District. Notwithstanding the foregoing, District agrees that riots, strikes, acts of God, and other unforeseeable events which render it impossible on the part of the Contractor to perform its obligations under the terms of this Contract, or which result in the non-operation of the facilities attended by District Students, shall relieve Contractor from its obligations under this Contract and shall likewise relieve the District from any obligation to make payments to the Contractor under the terms of this Contract for the days in which the Contractor does not perform under this Contract.

The District shall have the right to take over the operation of the buses if Contractor is prevented from operating for the reasons described above, whether such buses are supplied by Contractor or the District, and may operate such buses with school employees or other persons, as the District may deem appropriate until Contractor is able to resume its regular operations. The District shall pay to Contractor for the use of such buses, the compensation which would be due in accordance with the Contract had Contractor operated such buses, less all expenses and costs incurred in securing the services of operating personnel and other such costs of operation; provided, however, that District's deduction of such costs and expenses shall not exceed the difference between the total compensation paid to Contractor for such buses less Contractor's fixed costs of operation. If the District chooses to use Contractor vehicles, the District will be required to sign a vehicle lease agreement and provide a certificate of insurance.

Notwithstanding the foregoing, in the event of a strike, the Contractor shall procure replacement personnel necessary to perform the Transportation Services and Maintenance Services. If the Contractor does not procure such replacement personnel, the District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contractor, or terminate this Contract.

Attachments to RFP:

- Attachment A – Familial Disclosure Form
- Attachment B – Iran Economic Sanctions Act Certification
- Attachment C – Proposal Form
- Attachment D – Insurance Coverage
- Attachment E1 – Current Transportation Information and Route Details GOISD
- Attachment F – FT (Field Trip) Descriptions
- Attachment G – Addresses and Abbreviations
- Attachment H – References
- Attachment I – Authorization Form

Attachment A1 – Familial Disclosure Form GOISD

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 _____, a bidder for transportation services for Gogebic-Ontonagon 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 school district's superintendent and/or board members.

3. I have the 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)

(Date)

Subscribed and sworn before me in _____ County,

Michigan on the ____ day of _____, 20____.

(Signature)

(Printed Name)

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 Gogebic-Ontonagon 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 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 GOISD

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. It is the responsibility of the proposer to submit for any tax reimbursements and to consider this benefit when calculating their bids.

Cost for Base Bid - Special Education Program

2022/2023	2023/2024	2024/2025	2025/2026	2026/2027
\$	\$	\$	\$	\$

Base bid includes miles listed within Attachment E1. These miles are tallied when children are being transported, hereafter referred to as “child in transit” miles. These miles DO NOT include mileage to and from our starting and ending points back to your base hereafter referred to as “base”. We recognize that the bidder will have significant costs with time and mileage to and from these locations (base), however we do not know where the proposer’s base will be –at a garage or an employee’s house. Therefore, the proposer will need to include this cost within their base bid. Volunteer bus aide mileage was estimated on miles required to transport a subset of monitors back to their home or authorized location. Many monitors stay in the classrooms and do not require special transportation, some monitors are able to be dropped off within the return to base, yet a group require transportation which we show as calculated at 6,400 per year. These miles are included in our “child in transit” miles.

Cost per mile for annual route adjustment

2022/2023	2023/2024	2024/2025	2025/2026	2026/2027
\$	\$	\$	\$	\$

****IMPORTANT**** The base bid will be reviewed by both parties on an annual basis on June 15th. If the changing of routes or days results in more than a 15% increase or decrease of the TOTAL child in transit miles, the school district or proposer will be charged or reimbursed based on the following calculation. The total child in transit miles is set at 159,906, 15% of that is 23,986 miles. If the miles were increased to 189,906, the increased miles would be calculated as $189,906 - (159,906 + 23,986) = 6,014$. The 6,014 miles would be assessed on the above cost per mile for annual route adjustment. If the mileage was below 135,920 ($159,906 - 23,986$), those

miles would be reimbursed to the school district at the above cost per mile for annual route adjustment. If mutually agreed upon, any significant changes could be paid for separately at the above rate. Any adjustments in child in transit miles will be submitted by the proposer and must be verified and agreed upon by the school district prior to any payments.

Cost per Standard FT

2022/2023	2023/2024	2024/2025	2025/2026	2026/2027
\$	\$	\$	\$	\$

A FT standard trip is one that is within a 35 mile radius of the education center requesting the trip and would last no longer than 2.5 hours.. If a requested trip is over the parameters, it would be negotiated prior to the approval of the trip. The 2021/22 list is detailed in Attachment F, the school district has the right to alter the FT/OJT schedule. The proposer will be given a list of the known activities by October 1st of each year. The other trips will be given to the proposer 14 days in advance.

Fuel Surcharge

Please list your terms for fuel surcharge – be specific for each year.

Year	Terms
2022/2023	
2023/2024	
2024/2025	
2025/2026	
2026/2027	

Attachment CA ___ - Alternate Proposal

Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.

Feel free to duplicate this sheet as needed to respond. Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.

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. It is the responsibility of the proposer to submit for any tax reimbursements and to consider this benefit when calculating their bids.

Special Education Bid

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FT Bid

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Fuel Surcharge

Please list your terms for fuel surcharge – be specific for each year.

Year	Terms
2012/2023	
2023/2024	
2024/2025	
2025/2026	
2026/2027	

Attachment D – Insurance Coverage
(Please fill in amounts of coverage)

- Workers Compensation and Employers Liability Insurance:
 - Coverage A - _____
 - Coverage B - _____

- Broad Form Comprehensive General Liability Insurance (including-Premises, Contractual, Products & Completed Operations-including Broad Form Extensions)
 - Each Occurrence - _____
 - General Aggregate - _____
 - Products & Completed Operations Aggregate - _____
 - Personal Injury & Advertising Injury - _____
 - Fire/Legal - _____

- Comprehensive Automobile Liability Insurance (owned, hired, and non-owned automobiles)
 - Bodily Injury & Property Damage - _____
 - Sexual Misconduct, Abuse & Molestation - _____

All copies of insurance coverage will be due at the time of execution of the Contract. Minimum of \$1 million aggregate for all personal injuries and \$1 million per person for bodily injury are required.

Attachment E1 - Current Transportation Information and Route Details - GOISD

The GOISD currently has three bus runs for our Center-Based programs. We have a bus that does pick up and drop off in Ironwood, a bus that does pick up and drop off in Bessemer and Wakefield and the third bus covers all areas because of the ECSE classroom.

Route 1: Ironwood - Approximately 15,300 miles

Route 2: Bessemer / Wakefield - Approximately 12,500 miles

Route 3: ECSE Run - Ironwood / Bessemer / Wakefield - Approximately 17,500 miles

Attachment F - Field Trip (FT) Descriptions GOISD

The below descriptions were based on the 2021/2022 school year needs.

During the 2021/2022 school year the GOISD Center-Based Programs did take a couple of Field Trips or group outings with our students.

Monthly Bowling trips	120 approximately miles
Monthly Shopping trips	100 approximately miles
Camp Josh annually	120 approximately miles
Walk A Mile in My Shoes Walk Outing	20 approximately miles
Summer Student Activity Days	200 approximately miles

Attachment H - Software Information

In the following space, please indicate what (if any) software package you will utilize for the purposes of administering your contract should you win the bid for transportation. It is not required that software be utilized, but it desired and preferred that there be software in place.

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Attachment I - Professional References

Reference #1

Name of Contact _____

Address _____

Phone Number _____

Type and scope of services provided to above contact.

Reference #2

Name of Contact _____

Address _____

Phone Number _____

Type and scope of services provided to above contact.

Reference #3

Name of Contact _____

Address _____

Phone Number _____

Type and scope of services provided to above contact.

Attachment J - Bidder Checklist and Authorization Form

- Sealed bid or Email due May 23, 2022, 3:00 p.m. EDT to the Superintendent's office
 - 202 Elm Street, Bergland, MI 49910
- Include completed Attachment A1 - Familial Relationship Disclosure - GOISD
- Include completed Attachment B – Iran Economic Sanctions Act Certification
- Include completed Attachment C1 – Proposal Form - GOISD
- Included completed Attachment CA__ - Alternate Proposal (use/duplicate as needed)
- Include completed Attachment D – Insurance proposal
- Include completed Attachment H - Software Information
- Include completed Attachment I - References
- Include completed Attachment J – Bidder Checklist and Authorization form

Bids will be opened and read aloud at the GOISD Board Meeting on Wednesday, June 15, 2022 at 6:00pm and may be referred to a committee meeting for analysis and final acceptance.

Authorized Representative Name: _____

Signature: _____

Title: _____