

**COVERT PUBLIC SCHOOLS
TRANSPORTATION SERVICE**

REQUEST FOR PROPOSALS (“RFP”)

August 1, 2023

I. SUBMISSION DEADLINE AND PROPOSAL REQUIREMENTS

The date and time for receipt of Proposals is:

August 30, 2023 at __12PM

- 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:

COVERT PUBLIC SCHOOLS
TRANSPORTATION SERVICES RFP
[PROPOSER’S NAME]
[PROPOSER’S ADDRESS]
[PROPOSER’S TELEPHONE NUMBER]

The envelope must be addressed and timely delivered to:

Covert Public Schools
Attention: Yolanda Brunt
Superintendent of Schools
35323 M140 Highway
Covert, Michigan 49043

- 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 one (1) copy 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 before the 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 Yolanda Brunt at brunty@covertps.org with the subject line “Transportation

RFP Intent to Respond.” The *Intent to Respond* shall include the name of the Proposer, the name of the contact person, and that person’s email address. The 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 writing to Yolanda Brunt at the property address and/or 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 and distributed to Proposers who submitted an Intent to Respond via addenda. 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 be 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 those providing an *Intent to Respond* and otherwise available to all Proposers upon an appropriate request. The School District, may, but is not required to, deliver addenda by regular mail or other method. All addenda shall become a part of the RFP. No addenda shall be issued after the close of business of business one (1) day before the deadline for submission of proposals. Each Proposer bears responsibility for confirming before 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 will 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 Covert Public Schools Central Office between the hours of 8:30 a.m. and 4:00 p.m., Monday through Thursday, subject to office closures, including but not limited to holidays, 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 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
- Any other reason deemed relevant by the School District

1.8 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.

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

1.10 Modification or Withdrawal of Proposals.

1.10.1 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.

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

1.11 Collusive Bidding and Relationship Disclosure.

1.12.1 The Proposer certifies that its 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.

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

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

1.12 Pre-Bid Meeting.

1.12.1 The School District may conduct a pre-bid meeting on a date identified in Section 2.1, below. The Proposer is required to attend the meeting. The Proposer may ask questions about the transportation facilities, fuel, buses, equipment and the RFP during such meeting, 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.

1.12.2 The School District reserves the right to reject the proposal of any Proposer failing to attend the meeting.

II. SELECTION TIMELINE, CRITERIA, AND EVALUATION

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

Release of RFP	
Pre-Submission Conference	N/A
Deadline for Requests for Clarification and Addenda	8-30-23
Pre-Bid Walk-Through	NA
Proposals Due	8-31-23
Proposer Interviews	Based on BOE
Award of Contract	Based on BOE
Commencement of Services	

With the exception of the deadline for Proposal submissions, 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. The School District may change the deadline for submissions with notice.

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 and a copy as required by Section 1.3.

2.2.2 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.

2.2.3 The Proposed Contract Sum shall be identified on, and in compliance with, the Proposal Form attached hereto as **Attachment C**.

2.2.3.1 The Proposed Contract Sum shall be identified as a total dollar amount per year, but the Proposer shall provide an adequate explanation how its costs have been computed (e.g., labor, overhead, profit), including, without limitation, a separate line item cost for leasing the District’s transportation facility.

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

- 2.2.3.2.1 The additional cost of providing services for three additional one-year Terms, which may be authorized at the School District's sole option.
- 2.2.3.2.2 The cost if the District provides and/or sells to Proposer some of the vehicles for the transportation services.
- 2.2.3.3 Other pricing methods and alternates may be considered, but only if the Proposer is first considered responsive to the pricing requirements identified above.
- 2.2.4 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 all required work, personnel, supplies, materials and equipment, taxes, and other costs described in the RFP and in accordance with all its terms and conditions without exception.
- 2.2.5 The Proposer shall submit a statement of the Proposer's qualifications, including any evidence that is currently providing transportation services for other K-12 school districts of similar size and scope as the School District, particularly identifying outstanding transportation contracts.
- 2.2.6 If applicable, the Proposer shall acknowledge in writing all addenda received and reviewed, if any, prior to submission of its Proposal.
- 2.2.7 The Proposal shall include background information and qualifications of the personnel who will be involved with providing services to the School District, including a list of proposed management staff to be assigned to manage the School District's needs, describe the chain of command and reporting relationships, and must also include an organizational chart (including where any School District liaison or representative would be placed).
- 2.2.8 The Proposer shall acknowledge the at-will status of the management, drivers, aides (if applicable), and mechanical staff as further described herein and as applicable.
- 2.2.9 The Proposer shall provide a list of its training programs as further described herein.
- 2.2.10 The Proposer shall describe its safety program further discussed herein.
- 2.2.11 The Proposer shall describe its preventative bus maintenance program.

- 2.2.12 The Proposer shall provide a list of experience with the Michigan State Police Motor Carrier Division inspections, including results and any corrective action taken.
- 2.2.13 The Proposer shall describe how it will satisfy the communication equipment requirements further addressed herein.
- 2.2.14 The Proposer shall describe in detail any public school experience with respect to the conversion of transportation services from one contracted service provider to another, as well as a transition plan for the School District. The Proposer shall further describe how they will assist the School District in this regard and its customer relations philosophy with respect to the same.
- 2.2.15 The Proposer shall provide a list of at least three (3) references, including contact names, addresses, phone numbers, length of time in service, and the name of any entities who have contracted with Proposer to receive transportation services, including the type and scope of services provided and whether the Proposer assisted in converting from a school-provided transportation program to a contracted service transportation program.
- 2.2.16 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 for the Contract).
- 2.2.17 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.
- 2.2.18 The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, licenses, 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 School District's requirements for criminal history and background checks conducted or facilitated by the School District as required by the Revised School Code.
- 2.2.19 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. Workers' compensation or unemployment proceedings should not be discussed pursuant to this section.

2.2.20 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.**

2.2.21 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.

2.3 Evaluation of Proposals. The RFP's purpose is to consider a contractual relationship with an experienced and qualified transportation company to provide complete transportation and vehicle maintenance/mechanic services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of performance, and 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 its expertise, experience, and approach based on its 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 information the School District deems necessary.

2.3.2 The School District reserves the right, but must not be obligated, to select one or more Proposers for post-Proposal investigation, discussions, and negotiations, as permitted by law, which may include a short post-proposal oral presentation to the School District. 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, based on the RFP's terms.

2.4 Contract Award and Requirements.

- 2.4.1 The Contract will be in the form attached as **Attachment E** except that the School District may elect in its sole discretion to further negotiate the terms, as permitted by law, of same with Proposer whose Proposal falls within a competitive range as determined by the School District in its sole discretion.
- 2.4.2 The award of the Contract is contingent upon securing an acceptable Proposal, as determined within the School District's sole discretion. The Contract between the School District and Proposer shall come into existence and be binding and enforceable only upon the following conditions: (a) successful negotiation of the terms of the Contract in accordance with Section 2.4.1, if applicable, (b) execution of a Contract reduced in writing as contemplated by Section 2.4.1, and (c) authorization by the School District's Board of Education. The Contract will not exist between a Proposer and the School District merely because a Proposer has submitted a conforming Proposal and the School District's Board of Education has accepted the Proposer's Proposal. The Contract shall only come into existence when the Contract between the School District and the Proposer contemplated under Section 2.4.1 is executed by both parties and approved by the School District's Board of Education.
- 2.4.3 The Contract shall be for an initial five (5)-year term – from _____, 2023 to June 30, 2028 with the School District having the right to renew the Contract on the same terms, in its sole and absolute discretion, on a yearly basis, for up to three (3) 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 thirty (30) 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 before the Contract's execution.
- 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 Contract's term. 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 under the Contract. Such evidence shall be in the form of a certificate of insurance issued to the School District and

shall 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 Michigan.

2.4.4.3 The Proposer shall maintain such general 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 The Proposer and all subcontractors must maintain the following types of insurance, limits of liability, and policy extensions:

Workers Compensation and Employers Liability Insurance
Coverage A – Statutory
Coverage B – Employer's Liability: \$ 1,000,000 Per Accident

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

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

Errors and omissions liability insurance of no less than \$500,000 each occurrence and \$2,000,000 annual aggregate.

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

Bodily:	\$1,000,000 each Person
	\$1,000,000 each Occurrence
	\$3,000,000 Annual Aggregate

Property Damage	\$ 1,000,000 Each Occurrence
	\$ 3,000,000 Annual Aggregate

Umbrella liability above underlying general liability, auto liability and employer's liability of \$10,000,000.

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. Additionally, the Proposer shall provide Covert Public Schools with a certificate of insurance evidencing the aforementioned coverage. Said certificate shall name the School District as an additional insured.

2.4.5 The Contract, and any other contract between the parties based on this RFP, shall incorporate the terms of the RFP and School District accepted portions of the Proposer's response thereto. The Contract will be substantially in the form of agreement attached as **Attachment E**, subject to: (a) the School District's ability, in its sole and absolute discretion, to negotiate the Contract's terms, as permitted by law, and (b) any specific exception to the Contract's terms as identified and explained in writing by the Proposer pursuant to Section 2.2.20 and agreed to by the School District. 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. SCHOOL DISTRICT PROFILE AND OVERVIEW

Covert Public Schools Information

**** (Please see Run Detail Report) ****

Schools/Buildings

Elementary	#
Middle School.....	#
High School	#
Other	#

Students/Staff

2022/2023 Enrollment	#
Students Transported Daily	#
Projected increase/decrease in future enrollment	#

Vehicular Assets

Buses	#
Other	#

Academic Year Runs

Daily AM Runs	#
Daily Mid-Day Runs	#
Daily PM Runs	#
Other Daily Runs	#
Average Number of Hours Per Run	#
Average Miles Per Run	#
Number of:	
Total Staff.....	#
Assigned Drivers	#
In-Office/Standby Substitutes	#
Schedules/Dispatchers	#
Assigned Aides	#
On-Call Substitute Hours	#
Other Managerial Employees	#
Scheduled Days	#
Inclement Weather Days	#

Summer Session Runs

Daily AM Runs	#
Daily Mid-Day Runs	#
Daily PM Runs	#
Other Daily Runs	#
Average Number of Hours Per Run	#
Average Miles Per Run	#
Number of:	
Total Staff.....	#
Assigned Drivers	#
In-Office/Standby Substitutes	#
Schedules/Dispatchers	#
Assigned Aides	#
On-Call Substitute Hours	#
Other Managerial Employees	#
Scheduled Days	#
Inclement Weather Days	#

Annual Mileage Data

General Education	
Special Education	
Extracurricular/Field Trips	
Summer Routes	

IV. DESCRIPTION OF SERVICES

4.1 Generally.

RUN DETAIL INFORMATION

ACADEMIC YEAR DAILY RUN DETAIL **RFQ (Ver 1)**

BUS, DRIVER AND AIDE DAILY HOURS				Veh. Cap	Lift Bus	Run Type	# of Aides	AM Route Tier 1			Noon Route Tier 1			PM Route Tier 1			DCA Miles	MIN HOURS: Manual		Adjust Hours	Billable Run Hours						
								Time		WalkOn	Wheelchair	CarSeat	Time		WalkOn	Wheelchair		CarSeat	Time			WalkOn	Wheelchair	CarSeat	DAILY RUN TOTALS		
								Start	End				Start	End					Start						End	Time	Miles
District	Run	Bus	Days																								
CPS	1	03 03	180	70	NO	RE	0	6:35	7:45	60						2:30	3:30	60			40.0	2:10	40	0.00	4.00		
CPS	2	18 12	180	71	NO	RE	0	6:35	7:45	60						2:30	3:30	60			40.0	2:10	40	0.00	4.00		
CPS	3	3	180	71	NO	RE	0	6:35	7:45	67						2:30	3:30	67			40.0	2:10	40	0.00	4.00		
CPS	4	07 09	180	71	NO	RE	0	6:30	7:45	70			11:15	11:30	0.1	25					60.0	2:30	60	0.00	4.00		
TOTAL	4		720				0	6:30	7:45	257	0	0	11:15	11:30	0.1	25	0	2:30	3:30	257	0	0	180	2.25	180	0.00	4.00
				180.0	Avg. Days per Route			4	AM RUNS			1	MD RUNS			4	PM RUNS					45.00	Avg. Mi/Route				
																	TIMES ABOVE ARE ASSUMED TO NOT INCLUDE PRE-TRIP / POST-TRIP / FUELING.				32,400	Total AY Miles					

SUMMER PROGRAM DAILY RUN DETAIL **RFQ (Ver 1)**

BUS, DRIVER AND AIDE DAILY HOURS				Veh. Cap	Lift Bus	Run Type	# of Aides	AM Route Tier 1			Noon Route Tier 1			PM Route Tier 1			DCA Miles	MIN HOURS: Manual		Adjust Hours	Billable Run Hours						
								Time		WalkOn	Wheelchair	CarSeat	Time		WalkOn	Wheelchair		CarSeat	Time			WalkOn	Wheelchair	CarSeat	DAILY RUN TOTALS		
								Start	End				Start	End					Start						End	Time	Miles
District	Run	Bus	Days																								
																						0:00	0	0.00	0.00		
No Summer School Transportation																	0:00	0	0.00	0.00							
																						0:00	0	0.00	0.00		
																						0:00	0	0.00	0.00		
TOTAL	0		0				0	0:00	0:00	0	0	0	0:00	0:00	0	0	0	0:00	0:00	0	0	0.00	0	0.00	0.00		
				0.0	Avg. Days per Route			0	AM RUNS			0	MD RUNS			0	PM RUNS					0.00	Avg. Mi/Route				
																	TIMES ABOVE ARE ASSUMED TO NOT INCLUDE PRE-TRIP / POST-TRIP / FUELING.				0	Total SU Miles					

PLEASE NOTE THAT THE RUN HOURS LISTED ARE THE PRIMARY COST DRIVERS FOR BILLING AND BUDGETING. ANY CHANGES TO THESE DAILY TIMES WILL EFFECT THE COST PROJECTIONS OF THE SYSTEM. PLEASE VERIFY/ENSURE THAT THE DAILY TIMES LISTED ACCURATLY REFLECT THE DISTRICT'S CURRENT TRANSPORTATION SYSTEM.

Proposer shall, during the entire term of the Contract, furnish all management, supervision, drivers, equipment, supplies, services, necessary buses and related vehicles, and necessary insurances required to provide all School District transportation services in accordance with this RFP and in accordance with the highest standard in the industry, including:

- 4.1.1 Safe and reliable, on-time delivery of general education, special education, homeless students (in accordance with the McKinney-Vento Homeless Assistance Act and other applicable laws), and all other students between homes and center-based programs, between school buildings, transition areas and other destinations determined by the School District and the relevant Individualized Education Program (“IEP”), if applicable, and, generally, to and from school on a daily basis within School District defined parameters, as applicable. This obligation also extends to any field trips, after-school excursions, or other applicable extracurricular activities designated by the School District. Initially, the School District shall retain its own personnel to provide transportation for special education students.
- 4.1.2 Assist the School District in the efficient routing of all regular education, special 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 Proposer 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 and repair of the buses and transportation fleet, utilizing Automotive Service Excellence (“ASE”) certified mechanics. The Contractor shall promptly notify the District of any major maintenance or repairs that it makes, desires, or needs for the buses and transportation fleet.
- 4.1.4 The use of the transportation maintenance facility, including any and all utilities supplied to the facility. It is contemplated by this RFP that the School District’s transportation maintenance facility will be available for the Proposer to use for the term of the Contract under the form of facilities use agreement attached to this RFP as **Attachment D**. The transportation maintenance facility shall only be used by the Proposer to provide all maintenance for the School District’s bus fleet, as well as general fleet storage.
- 4.1.5 The selection, evaluation, training, compensation, and retention of transportation employees, including all necessary, drivers, bus aides (if applicable) 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. A breach of this covenant may be regarded as a material breach of contract.

- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 Continuous analysis of the transportation operations of the School District 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.
- 4.1.9 Assume all the financial responsibility for all vehicle purchasing, maintenance and replacement cost associated with the repairs of vehicles.
- 4.1.10 Ensure all vehicles in the School District clearly have a Covert Public Schools Logo and/or "Covert Public Schools" is visible on all vehicles utilized in the School District.
- 4.1.11 Require all drivers to participate in random drug testing to ensure the overall safety of the entire community

4.2 **Management.**

- 4.2.1 The Proposer shall provide management staff and technical support to coordinate all Proposer functions described in the RFP. These staff members shall ensure that the 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. Due to the unique safety concerns involving public school transportation, Proposer shall, on the written direction of the School District remove and replace 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 shall include all those required by law or as otherwise appropriate to address the unique safety concerns of transporting pupils. These topics will include, but are not 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. See MCL 257.1853(4) and MCL 380.1230, et seq.

- 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 RFP.

- 4.2.4 Proposer shall be fully responsible for the care and supervision of the pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil prepares to board the vehicle and shall be deemed to have ended when the pupil has completed alighting from the vehicle at a reasonably safe place in which to alight in view of the circumstances then prevailing. Further, if required for special education students or otherwise, prior to the pupil alighting from the vehicle, the driver must visually verify a responsible person is present to receive the pupil. If no such person is present, the driver shall not permit the pupil to alight from the vehicle, shall proceed with the vehicle's scheduled run and, within a reasonable time, return to the pupil's stop to again attempt to visually verify whether a responsible person is present to receive the pupil. If, after that second attempt, there is still no responsible person present to receive the pupil, the driver shall contact dispatch and review the transportation plan for that pupil to identify the next course of action. The 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.
- 4.2.6 The Proposal shall include a list of the proposed management staff, positions and experience, including telephone numbers and email addresses the School District can use to reach them at all times. The Proposer shall return any School District calls made under this Section 4.2 within thirty (30) minutes of the time the initial call. The Proposer shall be responsible for the cost of all phones (and, if applicable, computers), as well as ensuring their acceptability for the requirements set forth herein.

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 center-based special education transportation described by the School District, as applicable. 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 extracurricular activities.

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 other transportation does not require the Proposer to use 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 ensure all drivers assigned for the Contract meet all federal, State of Michigan, and School District standards, and who do not have careless or reckless driving records and who have no more than six (6) points on their license. 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 for 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 should attempt to provide the highest level of continuity of drivers and aides on specific routes to permit drivers and aides to become familiar with routes, drops, and individual pupil requirements, as well as to permit pupils and their parents/guardians to become familiar with the Proposer's personnel, as applicable.

4.3.2.2 School Bus Aide Requirements (if applicable). The Proposer shall employ and assign school bus aides based on the individual requirements of pupils as determined by the relevant pupil's IEP and as may be further requested by the School District. These aides are to be requested based upon the nature and/or severity of the handicapping condition of each pupil. School bus aides shall meet the training requirements of the School District in first aid, adult/child/infant CPR, handling infectious diseases, bloodborne pathogens, and behavior management.

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

4.3.2.4 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 the most efficient routes, schedules, and stops, based upon its professional opinion. 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 within 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. 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 pupil's ride time shall be more than the reasonable time frame established by the School District from time to time. 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.

4.3.2.5 Changes in Established Routes or Stops. Changes to established routes, stops, or schedules must be reviewed and approved by the 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 all pertinent IEPs and applicable federal, state, local, and School District laws, regulations and policies.

4.3.2.6 Changes in School Schedules

4.3.2.6.1 The School District shall receive a 100% daily discount from the daily rate (or prorated per-day rate) being charged to 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, state of emergency or disaster, or any other lawful reason, provided that the School District has notified the Contractor by **6:00 am** 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. The School District will determine whether the Proposer must provide transportation services for extracurricular activities on a canceled school day and will notify the Proposer no later than 12 pm on the respective day.

4.3.2.6.2 The Proposer shall cooperate with the 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.

- 4.3.2.6.3 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, a state of emergency or any other lawful reason. Similar response time shall be provided by the Proposer in instances of delays in the beginning of school classes.
- 4.3.2.7 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, scheduling issues, and other logistical concerns.
- 4.3.2.8 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 Proposer at least 24 hours prior to the time of the first scheduled pupil pick-up.
- 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.
- 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 hereunder or to

furnish transportation services that are not performed by Proposer. If the School District contracts with another vendor to perform services that were awarded to Proposer but that the Proposer fails to perform them, the District may deduct the fees and costs of the other vendor from any payments otherwise due the Proposer.

4.4 School Bus Driver Requirements.

4.4.1 Pre-Employment Screening. Because of the unique concern associated with transporting minor pupils and the laws applicable to pupil transportation, 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 employing the School District's personnel that are displaced as a result of the implementation of the Contract. The pre-employment interview and/or screening program shall be designed to assist the Proposer in determining the driver's or other employee's suitability for work with school pupils in the transportation setting. That program shall identify those candidates who are 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 Michigan Department of Education ("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. By submitting a proposal, the Proposer acknowledges that the program contemplated by this section is intended to assist both the School District and the Proposer in complying with applicable laws and safety concerns and is not intended to give the School District control over the Proposer's employees or make decisions regarding individuals that the Proposer hires.

4.4.2 Credentials and Related Requirements.

4.4.2.1 License and Permits

- 4.4.2.1.1 Every driver employed by the Proposer to provide services to the 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 license verifications of Proposer's employees providing service under 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 MDE. Additionally, a driver supervisor shall successfully complete the supervisor training program, including continuing education requirements.
- 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.
- 4.4.2.2.2 In compliance with Michigan State Police Motor Carrier Division and Department of Education requirements, every driver, whether permanent, temporary, or substitute, prior to driving for the

Proposer to serve the 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 wheelchair 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 The Parties acknowledge that the School District is a public body charged with the care of minor pupils and, therefore, has a significant interest, for public safety purposes, in determining the individuals who may provide pupil transportation. 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 transferred by the Proposer to functions other than services to the School District to the extent permitted by law. Such prohibition will in no way affect the right of Proposer, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees

4.4.3 Drug Use Prevention

4.4.3.1 Grounds for Testing. The Proposer shall conduct or cause to be conducted tests acceptable to the School District that are designed to determine the presence of illegal drugs, controlled substances, or alcohol and minimally comply with all applicable federal, state, and local laws, regulations, and rules (including the Federal Motor Carrier Administration's drug and alcohol clearinghouse rule for commercial drivers, 81 FR 87686 (Dec. 5, 2016)). Such tests shall be administered to all employees providing services on behalf of Proposer under the Contract. Proposer shall not assign an individual who fails to test negative for illegal drugs, controlled substances, or alcohol to provide services under the Contract. Results of the tests will be released to the School District before the beginning of the Contract, and annually as part of the required physical examination. Such tests shall be administered to:

All permanent, temporary, or substitute drivers, aides (if applicable), 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.

Any other person and for any other reason required under the law.

Results of such tests shall be released to the School District prior to the beginning of the Contract, or within five (5) days of the Proposer receiving the results, whichever is sooner, and annually as part of the required physical examination.

The Proposer shall not hire or continue to use as a transportation provider, any person who tests positive 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, 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 MDE 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.

4.4.4 School District shall establish any additional training required through Safe Schools or other methods.

4.4.5 Retraining. The Proposer must 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 Contract and no fuel costs should be included in the Proposed Contract sum, except as a voluntary alternate. The Proposer agrees to set up all buses for optimum fuel economy and to do everything to secure the best possible economy for the School District without sacrificing service to the students and community.
- 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, as permitted by law) 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. The Proposer must provide this detail in a form that is acceptable to the School District, and further describe any expenditure for which the School District requests the same. This form must include, but is not limited, to detailed run reports for the month with applicable times, dates, and locations. 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 the invoice in good faith.
- 4.6.3 The School District reserves the right to adjust the frequency and/or scope of work if it determines, in its sole discretion, that such adjustment is financially necessary, appropriate to facility use, or otherwise advisable. If the School District reduces or increases the frequency of the scope of services during the term of the Contract, the price shall be correspondingly adjusted based on the reduction or increase of Proposer routes or runs, or mileage necessary to complete the services, from or to the Proposer's base bid. In submitting its Proposal, the Proposer acknowledges the possibility of such a work adjustment.
- 4.6.4 The School District reserves the right, prior to an award of Contract, to evaluate the segment prices (e.g., regular route cost, extra trip cost) and negotiate, as permitted by law, 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 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, which may include purchasing the School District's current fleet of buses. It is acknowledged and understood that the District does not own sufficient transportation vehicles or transportation equipment to perform such services. 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.

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 shall not have an average age greater than six (6) years. Proposers shall submit details regarding a proposed replacement schedule for all buses they will use for transporting School District pupils, whether leased or purchased. 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. Proposer shall immediately notify the School District of any perceived insufficiency in that regard. The Proposer shall ensure the foregoing without reliance on the School District. Required quantity of spares shall not be at a ratio lower than ten percent (10%), or 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 buses, transportation vehicles, and equipment in a safe and excellent condition. This obligation includes keeping all buses, transportation vehicles, and equipment clean in accordance with or exceeding the School District's recommendations for cleanliness. The vehicles and

equipment must pass any and all inspections by the Michigan State Police Motor Carrier Division. All Proposer mechanics shall be certified by the State of Michigan and in good standing with the State of Michigan, as required under the Motor Vehicle Service and Repair Act, PA 300 of 1974, as amended. The Proposer shall provide verification of current certifications of those individuals performing applicable services to the School District.

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

4.7.3.3 Proposer maintenance of all equipment is of the utmost importance to the 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 2019-2020, 2020-2021, 2021-2022 and 2022-2023 (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 "Covert Public 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. Any use of School District facilities shall be subject to a separate facilities use agreement, with appropriate compensation paid to the School District. If Proposer desires to use the School District's facilities, it shall so indicate in its response to this RFP, and a form of contract is attached hereto as **Attachment D** with respect to lease of such facilities.

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 fuel 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, including but not limited to SE 4107 (Bus Inventory), SE 4094 (Transportation Expenditures), and SE 4159L (Special Education Logs).

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 and terminate the Contract if:

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

4.12.1.2 Proposer abandons the services;

4.12.1.3 Proposer refuses to proceed with the services when and as directed or required by the School District and/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;

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, in its sole discretion, that Proposer is, or has been willfully or in bad faith, violating any of the provisions of the RFP or 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 the State of Michigan's funding levels and related formulas are reduced beyond those levels established for the 2022-2023 fiscal year for the School District, the School District reserves the right to terminate the Contract without penalty and effectuate termination upon providing Proposer with written notice.

4.12.3 The School District shall have the right to terminate the Contract for any or no reason by providing thirty (30) 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 to any special or consequential damages in the event of such termination. Proposer shall be responsible for any damages incurred by the School District from termination due to Proposer's failure to comply with the terms of its service obligations.

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 (including attorney fees), 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 – Form of Contract

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 _____, 2023

(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 Covert Public 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

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

Proposer Information:

Pricing Terms:

Base Bid: \$ _____

Explanation of Bid: _____

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

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

Optional Alternates: _____

Credit/debit for routes, runs, mileage, etc removed/added, respectively, by the School District:

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

Proposer [___] does or [___] does not intend to use the School District's transportation facilities.

Attachment D – Facilities Lease Agreement

FACILITIES LEASE AGREEMENT

This Facilities Lease Agreement (“Agreement”) is entered into this ___ day of _____, 2023, by and between Covert Public 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 35323 M140 Highway, Covert, Michigan 49043 (“District” or “Lessor”) and _____, whose address is _____ (“Lessee”), for the lease of real property in accordance with the terms and conditions described herein.

WHEREAS, Lessor issued a Request for Proposals dated _____ (“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 property commonly known as the Covert Public Schools Transportation Facility (“Facility”), which is proximate to the Lessor’s business offices and which is currently (or will be) underutilized by Lessor; and

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

NOW THEREFORE, the parties hereto agree as follows:

1. **FACILITY 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 Facility. Lessee acknowledges that it has examined the Facility 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 Facility 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 and, if not specifically set forth in the RFP, shall be the monthly sum of _____ Dollars (\$ _____), payable on the first of each month during the Term of this Agreement.

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 FACILITY.**

4.1 Lessee shall use and occupy the Facility 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 RFP and Contract and for no other purpose(s) without the prior written consent of Lessor.

4.2 Lessee may improve the Facility 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 Facility. 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 Facility shall remain the property of the Lessee. Any personal property kept on the Facility 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 Facility which causes or is likely to cause injury or damage to any person or the Facility, 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 Facility.

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

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

5. CARE OF FACILITY.

5.1 Lessee shall keep the Facility 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 Facility. Lessee further agrees to perform general maintenance of the Facility, to keep the Facility in good and safe condition and to surrender possession of the Facility 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 Facility 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 Facility or Facility or which are incurred during Lessee's possession of, or responsibility for, same.

5.4 Lessee shall be responsible for and agrees to pay, when due, the costs of any electricity, water, garbage collection, sewer, gas, telephone, snow removal, or other utilities attributable to Lessee's use of the Facility. 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 Facility, or to be generated, treated, stored, disposed of or otherwise deposited at the Facility, except in accordance with all applicable laws and without cost or liability to Lessor.

6.2 Lessee's use of the Facility 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 at the Facility. For purposes of this Agreement, "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 Facility, 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 Facility.

6.5 As to the Lessee only, the Lessor shall be responsible for any environmental conditions existing on the Facility prior to the commencement of the Agreement 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 Facility, 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 Facility; and (iv) compliance with any administrative notice, order, request or demand relative to any Hazardous Substances on the Facility 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 Facility.

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 Facility 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 Facility 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 Facility 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 Facility. 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 and prior applicable taxes have been paid by Lessee.

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 Facility 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 Facility.

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 Facility 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.

COVERT PUBLIC SCHOOLS,

_____ ,

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment E – Form of Contract

This Transportation Services Agreement (“Services Agreement” or “Agreement”) made this ____ day of _____, 2023, by and between Covert Public Schools, a Michigan general powers school district, organized and operating pursuant to the terms of the Revised School Code, whose address is 35323 M140 Highway, Covert, Michigan 49043 (“District”) and _____, a Michigan _____, whose address is _____ (“Contractor”).

RECITALS

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

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

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

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

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

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

- 1.2 Personnel assigned by Contractor to perform services under this Agreement for the District shall be, as applicable, fully certified, licensed, approved and otherwise qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, the Michigan Pupil Transportation Act, and other applicable statutes and regulations, pertinent to the work performed under this Agreement. Contractor will not furnish any personnel to the District who would be ineligible for employment by the District if such person(s) were instead employed directly by the District under the above statutory and regulatory provisions.
- 1.3 Pursuant to the requirements of Sections 1230 and 1230a of the Revised School Code, the District shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by Contractor under this Service Agreement to regularly and continuously work in any of the District's facilities or at program sites where the District delivers educational programs and services.

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

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

The District reserves the right to refuse Contractor's assignment of any individual, agent or employee of Contractor to render services under this Agreement where the criminal record history of that individual (including any pending felony charges) indicates, in the District's judgment, unfitness to perform services under this

Agreement. The District and the Contractor agree and acknowledge that the District's ability to refuse Contractor's assignment of such individual is due to the heightened safety concerns associated with operating a public school and is not intended to alter the employment relationship between the Contractor and its employees.

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

- 1.4 In the performance of services under this Agreement, Contractor (and its agents, contractors, and employees) shall be regarded at all times as performing services as independent contractors of the District. Consistent with that status and as allowed by law, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Services Agreement and the District shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing services under this Agreement.
- 1.5 Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Agreement. Contractor shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom Contractor utilizes in connection with providing Services under this Agreement.

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

Contractor acknowledges and agrees that it is the sole and exclusive responsibility of Contractor to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed by Contractor to provide services under this Agreement. No part of

Contractor's invoiced fees shall be subject to withholding by the District for payment of any taxes, social security, pension, retirement, unemployment or worker's compensation insurance or any other similar tax obligations.

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

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

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

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

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of Contractor and Contractor shall indemnify and hold harmless the District for any costs or liabilities related to such claims.

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

- A. Corporal punishment/physical contact with students;
- B. Non-discrimination;
- C. Child abuse and child neglect reporting;
- D. Sexual harassment;

- E. Confidentiality of student records and student record information;
- F. Bloodborne pathogens exposure control;
- G. Administration of medication to pupils;
- H. Communicable diseases;
- I. Alcohol/controlled substance possession and use;
- J. Copyright; and
- K. Emergency Procedures (Fire Drills, evacuations).

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

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

SECTION 2

TERM OF AGREEMENT AND TERMINATION DURING TERM

- 2.1 This Service Agreement shall commence on _____, 2023 ("Effective Date") and remain in full force and effect until _____, 2028. The District has the right to renew the Contract on an annual basis, in its sole and absolute discretion, for up to three (3) additional years following the expiration of the initial term on _____, 2028.
- 2.2 This Service Agreement may be terminated by the District for any reason during its term upon thirty (30) days' written notice to the Contractor. In the event the Agreement is terminated pursuant to this provision, the District will pay Contractor for its services properly performed up to and including the effective date of termination. Any funds remitted by the District to Contractor in excess of the pro-rata charges for services performed by Contractor up to and including the effective date of termination will be returned to the District by Contractor. Any such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Service Agreement.
- 2.3 Sections 1.5, 1.7, 4 and 5 of this Agreement survive the expiration or termination of this Agreement for any reason.

SECTION 3

FEES, INVOICE AND PAYMENT

- 3.1 In consideration of the services provided to the District by Contractor under this Agreement, the District will pay Contractor at the rate and upon the terms and conditions described in the RFP and any accepted terms in the response thereto.
- 3.2 The District reserves the right to adjust the frequency and/or scope of the Services if it determines, in its sole discretion, that such adjustment is financially necessary, appropriate to transportation needs, or otherwise advisable. Such adjustments may include, but are not limited to, increased or reduced routes or runs, or mileage. If the District reduces or increases the scope of the Services during the term of the Contract, the Contract price shall be correspondingly adjusted based on the applicable rates for such increases or reductions specified in the Contractor's proposal.
- 3.3 Contractor shall submit to the District on a monthly basis an invoice setting forth all applicable charges for the billing interval, itemized by date and service rendered.

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

- 3.4 Contractor shall have sole and exclusive responsibility for the following costs and charges attributable to the persons it assigns to provide Services under the terms of this Agreement:
 - A. All wage payments.
 - B. All required statutory or contractual pension and retirement contributions.
 - C. All applicable state and federal employment taxes and FICA.
 - D. All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by Contractor's employees or agents pursuant to this Agreement.
 - E. All applicable premium costs for insurance coverages and programs applicable to Contractor's personnel.
 - F. All expenses.

SECTION 4
LIABILITY, INSURANCE AND INDEMNITY

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

employees or others for whom it is responsible in connection with the performance of this Agreement.

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

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

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

SECTION 5 **CONFIDENTIALITY**

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

SECTION 6 **INTELLECTUAL PROPERTY**

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

SECTION 7 **NON-DISCRIMINATION**

- 7.1 The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race,

color, religion, sex, national origin, genetic information, pregnancy, age, height, weight, disability, marital status or veteran status.

- 7.2 The parties further agree not to discriminate against any student or other recipient of services under this Service Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered under this Service Agreement.
- 7.3 Breach of covenants recited in this Section shall be regarded as a material breach of this Service Agreement.

SECTION 8 MISCELLANEOUS

- 8.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.
- 8.2 This Agreement, the RFP and any other documents incorporated by reference, and the appendices attached hereto, constitute the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.
- 8.3 None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of Contractor and the District.
- 8.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
- 8.5 Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or such other address of which the parties may have given notice.

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

- 8.6 This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.
- 8.7 If any provision of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
- 8.8 Neither party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to circumstances outside of the reasonable control of that party, which may include, war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section.
- 8.9 The Section headings of this Agreement are for convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.
- 8.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.
- 8.11 Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

SECTION 9
AUTHORIZATION

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

[signatures on following page]

Dated: _____

By: _____

Its: _____

COVERT PUBLIC SCHOOLS

Dated: _____

By: _____

Its: _____