



12675 Burt Road, Detroit, Michigan 48223 (313) 537-3570 phone (313) 537-6904

Detroit Community Schools

Request for Proposals

School Bus Transportation

2013-2014 School Year

Notice is hereby given that Detroit Community Schools will receive sealed proposals for the implementation of a school bus transportation contract serving students in grades Kg-8 residing in Brightmoor and Grandmont areas. The contract is intended for morning and afternoon transportation to various bus stops.

Sealed proposals will be received in their final form not later than:

Monday, August 5, 2013 5:00pm

12675 Burt Road
Detroit, MI 48223

For further information or to receive a bid packet, please contact:
DCSBusRFP@detcomschools.org

TENTATIVE SCHEDULE

Timetable

The Contractor shall have all buses, routes, materials, and labor in place during August for the 2013-2014 school year, beginning September 3, 2013.

Receipt of Written Proposal Document

Each proposer shall be responsible for the delivery of one (1) original and two (2) copies of the proposal to Detroit Community Schools, 12675 Burt Road, Detroit, MI 48223 on or before August 5, 2013 5:00pm. Contractors who do not submit their proposals by this time and date will automatically be disqualified from the proposal process. Facsimiles are not acceptable. All proposals shall be typed. Proposals shall be tightly sealed in opaque containers clearly bearing on the outside the name of the Contractor, his/her address, and "PROPOSAL FOR BUS TRANSPORTATION" typed on the outside of the proposal. Late proposals will be rejected.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and Detroit Community Schools will in NO way be held liable for these costs. Detroit Community Schools is the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals.

Dear Potential Bidder:

Detroit Community Schools seeks to provide safe, courteous, reliable, and punctual student transportation services to all eligible students in grades K-8. Hence, a well-trained staff with low turnover that receives a fair wage consistent with industry standards can only provide these quality services and high expectations.

With this letter, you will find a detailed Request for Proposal for this work.

Exceptions to Bid Specifications

Any exceptions to the terms and conditions contained in this RFP or any other special consideration or condition requested or required by the bidder shall be enunciated by the bidder and be submitted as part of its proposal, together with an explanation of the reason such terms and conditions cannot be met.

Each bidder shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in the bidder's proposal.

Penalties for Noncompliance

The attached request for proposals (“RFP”) includes several penalties for noncompliance with the contract requirements. These penalties are intended to provide reasonable additional contract compliance incentives for the to-be-selected contractor(s).

Responding to this RFP

A bid checklist is included in this proposal. This checklist, which is provided to help bidders ensure that their response is complete, must be completed and submitted as part of the proposal.

Questions

Questions and inquiries, will be accepted in **written form only via email** from any and all firms. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, however, that all questions are received by 9 am Monday, July 29, 2013. All questions shall be directed to Bill Coleman (contact information below). Any representations and/or oral discussions not confirmed by addenda will not be binding upon Detroit Community Schools.

Restrictions on Communication

From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor's Proposal with Detroit Community Schools, its Board, or any individual Board member, administrators, faculty, staff, students, or employees. Request for clarifications shall only be directed via email as noted above.

Contacts for the Detroit Community Schools

Detroit Community Schools official contact for all correspondence, inquiries, and submissions related to this RFP is Bill Coleman. The telephone number for Bill Coleman is 313-537-3570. The mailing address and physical address for Detroit Community Schools is: 12675 Burt Road Detroit, MI 48223. Office hours are from 8:00 A.M. to 2:00 P.M., Monday through Thursday in July and Monday through Friday in August. **Bill Coleman’s emails address for this solicitation is DCSBusRFP@detcomschools.org**

INSTRUCTIONS TO BIDDERS:

Bid Opening Date:

1) NOTICE IS HEREBY GIVEN that the Detroit Community Schools will accept bids for a one year with the option to renew the contract for STUDENT TRANSPORTATION SERVICE. Bids will be opened and read aloud in the Detroit Community Schools Office, 12675 Burt Road, Detroit, MI 48223. Bids should be submitted for one (1) school year period, encompassing the 2013-2014 school year.

2) Sealed proposals shall be delivered to the above address, anytime prior to, but not later than **August 5, 2013, 5:00 pm**. Bids received after this time will be returned unopened to the bidder. Timely bids will be opened and read aloud.

3) Each proposal must be submitted in a sealed envelope, which shall be endorsed on the outside with the following information:

- a. PROPOSAL FOR STUDENT TRANSPORTATION SERVICES
- b. Name and Address of Bidder
- c. Date and time due

4) All bids submitted must be valid for a minimum period of 90 days after the date set for the bid opening.

5) Detroit Community Schools reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of Detroit Community Schools to do so. The contract will be awarded, if at all, to the lowest responsive bidder meeting RFP specifications as determined by Detroit Community Schools, subject to the approval of the DCS Board of Directors.

Acceptance of a bid by Detroit Community Schools does not constitute a contract. The final contract document will be subject to negotiation and approval by each academy's Board of Directors. While the financial responsibility of the bidder is a significant concern, Detroit Community Schools is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

5.1) After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment.

The award of a contract resulting from this Request For Proposal shall be based on the lowest responsive bid and best proposal received in accordance with the evaluation criteria stated below:

5.1.1 Cost.....45%

Total cost of proposal in addition to other costs, such as bus, van, monitor, hourly costs, etc.

5.1.2 Reliability..... 20%

A description of any safety programs implemented by the contractor. Inspection records and model year of the vehicles under the control of the contractor. Contractors with bus depots in Detroit are preferred.

5.1.3 Experience15%

The previous experience of the contractor in transporting pupils in metro Detroit. The name of each transportation company of which the contractor has been an owner or manager. A record of accidents in motor vehicles under the control of the contractor.

5.1.4 Expertise of Personnel10%

The driving history of employees of the contractor.

5.1.5 Operational Plan5%

Documentation of compliance with motor vehicles insurance requirements.

5.1.6 Financial Stability of Proposer5%

This is a financial analysis.

6) Any explanation or statement which the bidder wishes to make must be placed in the same envelope with the proposal, but shall be written separately and independently of the proposal and attached hereto. Unless the bidder so indicates, it is understood that the bidder is in strict accordance with the specification requirements. Detroit Community Schools reserves the right to reject any and all explanations or statements, should it be in the best interest of Detroit Community Schools to remain in strict accordance with the specification requirements. Responses to questions submitted will be issued by addenda to all bidders. Representations and/or oral discussions not confirmed by addenda shall not be binding upon Detroit Community Schools.

7) A bid bond or certified check made payable to Detroit Community Schools, Inc. in the amount of five percent (5%) of the base bid, must accompany bids as security that the bidder will (1) furnish a performance bond as required herein; (2) obtain and provide proof of the required insurance; (3) enter into a contract to provide the services specified in this RFP.

If the selected Bidder fails to complete the requirements set forth in the previous paragraph, the bid security will be forfeited to Detroit Community Schools.

Certified checks from all bidders except the Contractor awarded the contract will be refunded within ten (10) business days after execution of the contract. The certified check of the contractor awarded the contract will be returned within ten (10) business days after the Contractor awarded this contract has met the above listed conditions.

If no Contractor has been awarded a contract during the previously specified 90-day bid duration period, bidders may terminate their bid bond. In addition, their bid proposal will automatically expire at the end of the 90th day.

8) The Contractor awarded the bid shall be required to furnish Detroit Community Schools with a satisfactory performance bond. The purpose of the performance bond requirement is to secure the faithful performance of the RFP/contract specifications and to financially protect Detroit Community Schools against the cost to hire a different contractor to fulfill the contract requirements unfulfilled by the original Contractor.

The cost for the performance bond shall be included as an “add-on” and noted in the proposal. This bond must be issued by a quality surety licensed to do business in the state of Michigan having a financial rating not lower than "A" in the A.M. Best Company Rating, and the cost shall be included in the required alternate. The cost quoted should be based on the first total Contract cost. If Detroit Community Schools accepts this required alternate, the Contractor may bill Detroit Community Schools a lump sum early in the contract period and with no price mark-up.

The bidder shall deliver the required performance bond to the Detroit Community Schools within 10 days after award of this contract.

The proposed bonding company of the bidder shall be acceptable to Detroit Community Schools. Detroit Community Schools shall be listed as an obligee on the bond.

9) The bid shall be based on the premise that Detroit Community Schools will not be responsible for insuring, maintaining, financing, holding title to, or licensing vehicles. Detroit Community Schools reserves the right to negotiate with the successful proposer, subject to input and approval from the Board of Directors. The bid will be the basis of award.

10) The Contractor shall provide background checks for any employee who works on a school bus and is in any way involved in the supervision of minor children. The Contractor shall also provide Detroit Community Schools’ access to background check reports and results upon request. The Contractor shall notify Detroit Community Schools, in writing, of its intention to hire any applicant with a past felony conviction. The proposer must specify how this requirement would be met. Detroit Community Schools reserves the right and makes the final decision on Contractor’s employees who may or do provide any service to the District.

11) The minimum charge for regular routes will be for 40 days of service.

12) Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

13) All bids shall be deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.

14) All bids must be accompanied by:

A. A schedule for implementing the Agreement should your firm be selected as the successful Contractor. Your schedule should address:

1. Inspection of vehicles, facility and equipment
2. Year, make and model of all vehicles
3. Location of terminal facility
4. Recruitment/relocation, if necessary, of management and supervisory personnel
5. Selection, any necessary training and employment of drivers
6. Employee orientation, especially to District routes and schedules

B. The corporate or individual history of the bidder and a description of its present Michigan operations and a list of outstanding transportation contracts including the number of school buses used and the first year transportation service was furnished.

C. A resume summarizing the experience and qualifications of the contract manager who will be primarily responsible for performance of the contract, or if the contract manager has not been identified or hired, the qualifications necessary to fill the position.

D. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the contract. Include the name(s) and title of management staff responsible for the successful servicing of this contract if awarded.

E. A summary by narrative, brochure, chart or other means showing the bidder's special qualifications and philosophy which may give the bidder the ability to satisfy all bid requirements.

F. A listing of credit references, including at least three (3) trade or industry suppliers with whom you regularly deal.

G. A listing of three State of Michigan public school references you currently provide transportation services for.

H. A statement regarding any bankruptcy petitions filed or any receiver, fiscal agent, or similar officer appointed by a court for the business or property of the Contractor, a subsidiary or intermediary company, parent company, holding company, or any partnership in which the Contractor was a general partner at or within five (5) years before the time of such filing or such appointment.

I. A statement regarding any instances in which the Contractor, subsidiary or intermediary company, parent company or holding company has been indicted, accused or convicted of a crime or been the subject of a grand jury or criminal investigation. Statement must also list any order, judgment or decree of any court of competent jurisdiction permanently or temporarily enjoining it from, or otherwise limiting its participation in any type of business, practice or activity.

J. A list of at least five (5) school bus contracts held over the last five years with at least 4 route buses. Examples used by proposers must have been continuous for a period of no less than two (2) years duration.

16) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract, and in particular, such laws pertaining to safety. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

17) No contract shall be assigned or any part of the same subcontracted without written consent of the Detroit Community Schools but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

18) It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to Detroit Community Schools and without claims for adjustment per diem, or per trip, compensation.

19) Contractor shall submit a description of the equipment that he proposes to use in carrying out the contract at the time of RFP submittal and, if the contractor is awarded the bid, prior to the beginning of each school year. The description of equipment must include year, model, capacity, fuel type and any special education needs equipment, including but not limited to, air conditioned buses, vans or vehicles, wheel chair buses, vans or vehicles, wheel chair lift buses, vans or vehicles

20) It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to Detroit Community Schools and without claims for adjustment per diem, or per trip, compensation.

21) If the successful proposer does not have adequate equipment at the time of award of the contract, the proposer shall present Detroit Community Schools, with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that

all necessary equipment will be supplied and that all such equipment will be available on-site for use by the Contractor for performance of the contract at least thirty (30) days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within 14 calendar days after Detroit Community Schools' notification to the successful proposer(s) of approval of Detroit Community Schools' award of the contract.

22) These bid specifications shall be affixed to the contract entered into with the Contractor, and shall be considered an integral part thereof. Should there be determined that there is contradiction between the bid specifications and Contract, terms and conditions as stated in the Contract shall prevail.

24) The Contractor agrees that each afternoon before any school buses are used for transportation, the driver shall inspect same carefully for defects, and remedy any defects before using said vehicles.

25) All vehicles shall be equipped with an operable two-way FM-UHF or VHF radio (not citizen's band) capable of reliably maintaining contact with a base station. Contractor, at contractor's expense, will guarantee that the district, throughout the term of the contract and/or contract renewals or extensions, will be provided with (and contractor will maintain) two radios of the same type, quality, and with the same frequency and necessary specifications to communicate between district and contractor's base station. For routes where two-way radio communications are disabled by way of geographical features, the Contractor will insure that the best effort possible is extended to passing messages from one bus to another.

26) Bidder must describe process for handling students who are not met by a parent/guardian at the drop off locations (depot stops).

GENERAL CONDITIONS TO BIDDERS

1)

The Contractor must adhere to all laws and policies of State of Michigan and Detroit Community Schools, and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

2) SUB-CONTRACTS

Contractors shall bid on all routes in connection with these specifications. It is unacceptable to Detroit Community Schools for the company to sub-contract any portion of the routes to other contractors.

3) HOLD HARMLESS CLAUSE

Contractor shall hold harmless and indemnify Detroit Community Schools, its Board of Directors, officers, agents, and employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or default of the Contractor or of any person, firm, or corporation, directly or indirectly employed by or acting on behalf of Contractor, including Contractor's transferees and assignees, upon or in connection with its performance under the Agreement. Contractor at its own expense and risk shall defend any legal proceeding in connection with its performance under the Agreement that may be brought against the Detroit Community Schools and its Board, officers, agents, and employees on any such claim or demand, and satisfy any judgment that may be rendered therein. In the event that any such proceeding is brought against the Detroit Community Schools and its Boards, officers, agents, and employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. Detroit Community Schools its Board, of Directors, officers, agents, and employees shall cooperate in all reasonable manners in the defense of such claims.

4) COLLUSIVE BIDDING

The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

5) PERSONNEL

Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State of Michigan and holding a school bus driver's license issued to him/her by the State of Michigan, driver shall follow the normal and usual instructions and requirements of Detroit Community Schools, and shall at all-time comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid Detroit Community Schools as Detroit Community Schools may request. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. Detroit Community Schools shall request in writing the removal of any driver who, in Detroit Community Schools' sole opinion is not suitable to operate a bus or provide service acceptable to Detroit Community Schools. The Contractor shall underwrite all costs incurred to provide qualified drivers, monitors and aids. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

6) SAFETY PROGRAM

The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include, but is not limited to the following:

A. Bus Drivers

- 1) All driver applicants must meet acceptability requirements as indicated the State of Michigan laws.
- 2) All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, rules and regulations, and first aid.
- 3) All drivers must participate in a defensive driving course as certified by the National Safety Council.
- 4) All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.
- 5) The Contractor, at Contractor's expense, shall investigate the driver's criminal record and driving with the State of Michigan prior to hiring. Driving record checks shall be conducted at least every six (6) months thereafter.
- 6) Driver's shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.

B. A safety program for personnel will be conducted each month.

C. Students

- 1) The Contractor must assist and participate with Detroit Community Schools in providing safety programs as needed for their students.
- 2) All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
- 3) Contractor must provide training to the students of Detroit Community Schools on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice per year.
- 4) The bus driver must continually monitor the behavior of all students to insure that safe bus riding procedures are being followed. If not, the District must be notified immediately. The Contractor agrees that school administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

7) INSURANCE

Contractor shall maintain insurance with one or more "A" rated insurance companies with minimum coverage as set forth below during the Agreement period and shall furnish a certificate of insurance for General and Motor Vehicle Liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for liability coverage and for Workers' Compensation coverage within thirty (30) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to Detroit Community Schools. Contractor shall also provide Detroit Community Schools with thirty (30) days' notice of any cancellation. General and Motor Vehicle Liability insurance shall be maintained to protect Contractor and Detroit Community Schools from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. The General Liability and Motor Vehicle Liability insurance shall each have a single limit of five

Million Dollars (\$5,000,000.00). Worker's Compensation Insurance shall be maintained by Contractor as required by law to protect the Contractor and Detroit Community Schools from claims that arise from its operation under this Agreement. An Additional Insured Endorsement naming the Detroit Community Schools all officials, all employees and volunteers, commissions and/or authorities and board members, including employees and volunteers will be provided and updated as provided in the preceding paragraph.

8) ROUTES AND SCHEDULES

Detroit Community Schools will provide to the successful Contractor a complete listing of eligible passengers along with their home address, grade, and school assignment.

Attachment A is DCS' *tentative* (dated June 18, 2013) calendar for school year 2013-2014.

Attachment B is an *Excel* spreadsheet listing of our current students with their home addresses. This is being provided as an approximation of the addresses of the actual students that will be enrolled for the 2013-2014 school year. This information should be used to develop a preliminary list of bus stops. It is our expectation that the actual bus stops will be revised if necessary, to locate them as close as possible to the majority of our K-8 students. The majority of current DCS students reside in zip codes 48219,48223,48227,48228 and 48239.

All routing shall become the responsibility of Contractor, subject to Detroit Community Schools' approval. Routing software, e.g. Transfinder, is necessary to plan efficiency of service. Contractor, will have and maintain, at Contractor's cost, routing software to be used for Detroit Community Schools' purposes, and will provide to Detroit Community Schools, at Contractor's cost, a valid license to load and operate same software to communicate and interface between Contractor and Detroit Community Schools.

Routes developed by the contractor are to be completed by **August 16** of this school year and submitted in hard copy and disk using software compatible with Detroit Community Schools' software, and forwarded to Detroit Community Schools for approval. Routes will indicate a route number, bus number, all stop locations, estimated number of passengers and start and end time for the route. Detroit Community Schools will cooperate with Contractor by approving the routes or suggesting needed changes in a reasonable and timely manner. **No bus stops shall be placed at or close by stores that sell liquor (e.g., liquor stores or bars, etc.) or abandoned buildings.**

Detroit Community Schools or its designee will decide conflicts regarding eligibility of riders and stop locations. Contractor agrees to abide by all decisions of Detroit Community Schools in this area. All schedules shall be in keeping with safety to school children so as to deliver students within a reasonable time, as determined by Detroit Community Schools, prior to the start of school and so as to deliver them to their respective stops within a reasonable time, as determined by Detroit Community Schools, after the final loading of the bus. Contractor and Contractor's staff will provide and maintain, for all drivers, up to date student names and if available addresses, of all

students assigned to their routes. Drivers will keep such student logs with them when driving and will maintain student confidentiality at all times. Contractor will immediately provide Detroit Community Schools with such student logs when requested by Detroit Community Schools. Detroit Community Schools will formulate a plan to publish Contractor's approved routes on a yearly basis. Detroit Community Schools will pay for any costs associated with this publication.

9) REQUIRED RECORDS

The Contractor shall maintain complete and accurate records of all trips provided and all miles traveled under this contract, all disciplinary actions, and such other reports Detroit Community Schools may request and/or such other reports that may be required under all applicable laws.

10) EMERGENCY CANCELLATION OF TRANSPORTATION

The Contractor will follow Detroit Community Schools' procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses or be a safety concern. Contractor, at Detroit Community Schools' request, will provide professional advice prior to Detroit Community Schools' cancellations due to weather conditions, or emergency closings.

11) Termination For Cause. In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this RFP or the Contract Documents, whether it be performed by the Contractor, its agents or employees, Detroit Community Schools shall have the right to provide written notice to the Contractor of such breach. If such breach, in Detroit Community Schools' reasonable discretion, causes the Contractor to provide the Transportation Services or Maintenance Services in any unsafe manner or process, including but not limited to, bus driver recruitment and training, bus driver safety process and procedure, student passenger safety process and procedure, vehicle specifications, inspection and maintenance, facility management and environmental compliance, unsafe routing, or unsafe student passenger pick-up/drop-up points, the Contractor shall be afforded seventy-two (72) hours to remedy any such breach from the time of receipt of such written notice. For any other such breach by Contractor, Contractor shall have twenty (20) business days to remedy such breach from the time of receipt of such written notice. Notwithstanding the foregoing, if such safety breach is impossible to remedy within seventy-two (72) hours, only because of weather conditions making roads impassable or other acts of God, force majeure, or strikes, Detroit Community Schools, at its option, may extend said remedy period in its sole discretion, in writing. If Contractor fails to cure any breach with the seventy-two (72) hour or twenty (20) day periods, or as the Parties may extend those periods, this Contract shall immediately terminate without the requirement of further notice to the Contractor. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

12) CONTRACTOR NOT AN AGENT

The Contractor shall not be held or deemed in any way to be an agent, employee, or official of Detroit Community Schools but rather an independent contractor furnishing transportation services to Detroit Community Schools.

13) SUPERVISION OF LOADING AND UNLOADING

The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and the Contractor will provide office operation for reporting transportation problems.

14) STUDENT MANAGEMENT

Detroit Community Schools shall give to each student and to the Contractor rules and regulations regarding bus passenger discipline. When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his supervisor, who shall, no later than the following day, turn in a report Detroit Community Schools. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the Detroit Community Schools will assist the Contractor in receiving restitution for damaged equipment.

15) OPERATING EXPENSE

The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, washing, and fuel.

16) FUEL & FUEL STORAGE

The Contractor shall provide fuel for the operation of the buses under this contract. In order to provide the lowest fuel expense and greatest fuel economy, all buses provided by the Contractor for service under this contract must be powered by diesel engines. The Contractor will be responsible for compliance with all State and Federal Environmental Protection Agency (EPA) guidelines, rules and regulations concerning bulk fuel storage.

17) EQUIPMENT

At any and all times during the life of this contract, the average age of the bus fleet will not exceed ten (10) years, and the maximum allowable age for any single vehicle is fifteen (15) years old. All buses, including spares, will be diesel powered.

An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place in order to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining these records.

18) CONTRACT CONDITIONS

Compensation: Transportation of students to and from school is required for a minimum of 174 days during the regular school term.

Special Trips: Detroit Community Schools reserves the right to cooperatively or individually bid private school transportation, special needs student's transportation, special trips, athletic trips separately, while this contract is in force, when Detroit Community Schools feels it is in the best interest of Detroit Community Schools to do so.

PROJECT DESCRIPTION

Detroit Community Schools

Detroit Community Schools is located on 12675 Burt Road in Detroit, Michigan 48223. Pupils are residents of the City of Detroit over approximately 20 square miles. It is estimated that **500** students will use the transportation program.

The following information is a summary of Detroit Community Schools current pupil transportation program.

Current Transportation Program:

None.

Planned Transportation Program:

The intent of the District is to have students picked up at various depot stops and dropped off at Detroit Community Schools at 7:30 A.M.

School dismissal will be at 3:30 PM with a 3:45 PM bus departure.

- 1) You decide the student morning and afternoon pickup drop off points based upon the addresses provided by Detroit Community Schools.
- 2) Schedule your times around our school day listed above using the minimum number of buses possible for cost efficiency, while maintaining all student safety requirements. Your proposal must include the number of buses, vans or vehicles; daily and annual cost per bus, van or vehicle; size of bus, van or vehicle; number of wheel chair buses and vans, and passenger vehicles, meeting all MDOT and Detroit Community Schools specifications.
- 3) Contractor will be responsible for hiring monitors or aides when requested by Detroit Community Schools for any transportation need. Monitors or aides are sometimes needed immediately; therefore, Contractor must maintain a current personnel list of employees to meet Detroit Community Schools' needs. Detroit Community Schools shall request in writing the removal of any monitor or aide that, in Detroit Community Schools' sole opinion, is not suitable or does not provide service acceptable to Detroit Community Schools.

SCHOOL LOCATION CHILDREN

Detroit Community Schools Elementary, 12675 Burt Road, Detroit, MI 48223

500 students

50 special education. Special Education students are included in total students above. However, at this time, none of our Special Education students have transportation listed on their IEP.

Submitted By:

DATE: _____

FIRM NAME: _____

ADDRESS: _____

LEGAL STATUS OF ENTITY (i.e. type of entity and where formed):

Signature: _____

NAME: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____

CERTIFICATION AND AGREEMENTS

The undersigned understands that the Detroit Community Schools reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informality therein. If in Detroit Community Schools' opinion it is in its best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Detroit Community Schools to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of specifications.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Detroit Community Schools and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Detroit Community Schools pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Detroit Community Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name, title, and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____

Date: _____

ADDENDA

The bidder acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

PRICING BID FORM: Based on a minimum of 40 Student Days/School Year

<u>Cost per Route per Day</u>	<u>Year 1</u> <u>2013-2014</u>
Regular Transportation	# Of Daily Routes
Regular Transportation AM/PM	2
Total # Mid-day Runs:	N/A
Total # Vocational Runs:	N/A
School Year Total:	\$ N/A
Special Education Transportation	
Special Education, AM/PM	N/A
Total # Mid-day Runs:	N/A
School Year Total:	N/A
Summer Program – ??? Days	
Regular Transportation, AM/PM	N/A
Special Education, AM/PM	N/A
Summer School Total:	N/A
Grand Total:	\$
Contractor Bus Use Fee	Per Bus
Annual Performance Bond	Per Year

EMPLOYEE PAY RATES AND BENEFITS

Detroit Community Schools requires Contractors to pay its employees a competitive and living wage. All Bidders are required to submit the following information for consideration by the Detroit Community Schools in making its award decision. Bidders are advised that any information submitted herein may be subject to public disclosures laws.

POSITION	HOURLY PAY RATE \$	EMPLOYER PAID BENEFITS	OTHER BENEFITS
Bus Driver			
Bus Aide			
Mechanic			
Dispatcher			
Contract Manager			

AFFIDAVIT OF BIDDER-Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the "Bidder"), hereby represents and warrants, except as provided below, that no familial relationships exist between the bidder(s) or any employee of Detroit Community Schools, and any member of their respective Boards.

List any Familial Relationships:

_____ N/a _____

BIDDER:

By: _____

Its: President _____

STATE OF MICHIGAN)

) Ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2013, by _____.

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of : _____

**AFFIDAVIT OF BIDDER-Compliance with School Safety Initiative
Legislation**

The undersigned, the owner or authorized officer of _____ (the "Bidder"), certifies to Detroit Community Schools (the "School District"), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any "listed offenses".¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

BIDDER:

By: _____

Its: President _____
—

¹The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act (SORA), MCL 28.722

²MCL.380.1535a(1).

BUSINESS REFERENCE FORM

Bidder: _____

The bidder must provide at least 3 business references.

1.)

Reference name: _____

Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

2.)

Reference name: _____

Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

3.)

Reference name: _____

Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

4.)

Reference name: _____

Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

5.)

Reference name: _____

Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the Bidder's response. The District may deem the Bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

LEGAL ACTION DISCLOSURE FORM

CIVIL PROCEEDINGS

a. Has the applicant company, its parent, a subsidiary, associate or holding company, or related corporation or business entity had a claim successfully made against it in the last three (3) years in any jurisdiction? Include orders, judgments, administrative sanctions taken, disciplinary hearings, fines and penalties imposed, if any.

No

Yes - Provide the following details for each proceeding

- i. Description of claim
- ii. Name of other parties to the proceeding
- iii. Outcome of the proceeding
- iv. Date of proceeding
- v. Name of court
- vi. Court file number (if known)
- vii. Judgment order

b. Does the applicant company, its parent, subsidiary, associate or holding company, related corporation or business entity have any outstanding claims filed against it and pending dispositions or in the process of being filed in any jurisdiction?

No

Yes - Provide the following details for each proceeding

- i. Description of claim
- ii. Name of other parties to the proceeding
- iii. Date of proceeding
- iv. Name of court
- v. Court file number (if known)

BID CHECKLIST

Bidders must ensure that all required information is submitted with the proposal. All information provided should be verifiable by documentation requested by the District. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

_____ *Description of Present Operations* enclosed

_____ *Résumé or qualifications of Contract Manager* enclosed

_____ *Organizational Chart* enclosed

_____ *Summary of bidder's special qualifications and philosophy* enclosed

_____ *Bid Proposal Form* enclosed

_____ *Pricing Bid Form* enclosed

_____ *Employee Compensation Pay Rate and Benefits for Bidder's employees placed in the District (Employee Pay Rates and Benefits)*

_____ *Bid Security* enclosed

_____ *Legal Action Disclosure Form* of all legal action taken against Contractor within the past three years, at the present, and all pending litigation with an owner.

_____ Financial information as shown below -- bidders need only supply one copy of the following with their proposals in "original".

Public Companies

- history and description of the company
- annual reports for the last year
- recent reports from securities analysts
- published reports about the company

Private Companies

- history and description of the company
- financial statements or tax forms from the last year
- published reports about the company, if any

_____ *Business Reference Form* listing of a minimum of five business references attached (including name of business, contact name, telephone number, e-mail address, and years of service to that customer)

_____ Transition plan of actions for Redford Union Schools (Outline form acceptable)

_____ Worker's compensation experience modification factor on a document from bidder's worker's compensation insurance company

BID CHECKLIST (Continued)

_____ *Addenda Receipt Acknowledgement Form*

_____ *Affidavit of Bidder -Familial Relationships Form*

_____ *Affidavit of Bidder -Compliance with School Safety Initiative Legislation*

_____ *Bid Checklist*

_____ **Optional:** Bidders are encouraged to provide any additional information on any of the bid specifications requirements or on any other topic related to student transportation services. Some possible supplementary information may include the following:

- A copy of your firm's employee recruitment and/or retention plan/procedures
- A copy of your firm's substance abuse prevention plan/procedures
- Your firm's approach to maximizing employee attendance
- A copy of your firm's employee handbook.
- A copy of your firm's policies and procedures.
- Any other information relevant to this RFP

Inclusion of any or all of the bulleted information above may increase your firm's bid rating.