

Re: Student Transportation

Ypsilanti Community Schools
1885 Packard Rd, Ypsilanti, Michigan, 48197

NOTICE TO PROPOSERS NOTICE OF REQUEST FOR PROPOSALS –
Time Schedule

February 26, 2019	Advertise RFP Nationally
March 15, 2019 10:30 AM	Pre-RFP Meeting
April 8, 2019 12:00PM	Last Day to Submit RFPs
April 8, 2019 12:30 PM	RFPs Opened
April 23, 2019	RFPs Awarded and Announced
July 1, 2019	Contract officially begins

Proposals to be opened:

DATE: _____

TIME: _____

PLACE: Ypsilanti Community Schools
1885 Packard Rd, Ypsilanti, Michigan, 48197

Proposer Information

Legal Name of Proposer Company _____

Company Representative Name and Title: _____

Legal Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a District, or any other legal entity:

Corporate Seal

Name of individual legally authorized to bind the Proposer to a contract

(Please print or type)

Signature of same individual stipulated directly above:

Ypsilanti Community Schools
1885 Packard Rd, Ypsilanti, Michigan, 48197

NOTICE TO PROPOSERS
NOTICE OF REQUEST FOR PROPOSALS
RFP 19-01

STUDENT TRANSPORTATION SERVICES

THE YPSILANTI COMMUNITY SCHOOLS HEREBY INVITES THE SUBMISSION OF SEALED PROPOSALS FROM REPUTABLE AND QUALIFIED BUS TRANSPORTATION COMPANIES FOR FURNISHING STUDENT TRANSPORTATION SERVICES IN THE YPSILANTI COMMUNITY SCHOOLS BEGINNING JULY 1, 2019. FORMS FOR PROPOSAL, CERTIFICATION, CONDITIONS, AND SPECIFICATIONS MAY BE OBTAINED AT THE YPSILANTI COMMUNITY SCHOOLS PURCHASING OFFICE, 1885 Packard Rd, Ypsilanti, Michigan, 48197.

ANY DEVIATIONS FROM THESE CONDITIONS OR SPECIFICATIONS MUST BE LISTED ON A SEPARATE SHEET AND ATTACHED TO THE PROPOSER'S DETAILED CONDITIONS AND SPECIFICATIONS. SAID DEVIATIONS SHOULD BE REFERRED TO SEPARATELY IN THE PROPOSALS. PROPOSALS WILL BE RECEIVED UNTIL April 8, 2019, 12:00PM, AT THE Ypsilanti Community Schools 1885 Packard Rd, Ypsilanti, Michigan, 48197 AT WHICH TIME AND PLACE ALL PROPOSALS WILL BE PUBLICLY OPENED. A PRE-PROPOSAL CONFERENCE WILL BE HELD ON March 15, 2019 AT 10:30 A.M. AT THE Ypsilanti Community Schools.

YPSILANTI COMMUNITY SCHOOLS RESERVES THE RIGHT TO CONSIDER COST, EXPERIENCE, SERVICE, REPUTATION, FINANCIAL RESPONSIBILITY AND SPECIFIC QUALIFICATIONS OR ANY OTHER FACTOR DEEMED FIT IN AWARDING THE CONTRACT. YPSILANTI COMMUNITY SCHOOLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO DISCUSS OPERATING OPTIONS WITH ONE OR MORE PROPOSERS, OR TO ENTER INTO SUCH OTHER DISCUSSIONS OR NEGOTIATIONS.

PROPOSERS MAY BID ON ANY OR ALL OF THE CONTRACT PERIODS LISTED BELOW. THE CONTRACT PERIOD WILL BE FOR:

Proposal 1

One (3) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

Proposal 2

One (5) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

Re: Student Transportation

MAIL OR DELIVER PROPOSALS

Mr. Steve Burgess
Ypsilanti Community Schools, BUSINESS OFFICE
1885 Packard Rd
Ypsilanti, MI 48197

(734) 221-1200

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all general and special provisions of this document.
2. Provide all information requested, and complete the "Proposal Certification" and the Form of Proposal for each Proposal. Be sure to sign in all required places, and initial each page where indicated. If no Proposal is being submitted on one or more of the requested Proposal categories, please so indicate in each space by entering "No Bid" please so indicate in each space by entering "No Bid" wherever a price is indicated. All spaces must be completed with either a Proposal amount or "No Bid" designated. Do not enter zero (\$0) if "No Bid" is being submitted as zero (\$0) is an amount that could be awarded by the Ypsilanti Community Schools.
3. Submit ten (10) complete sets of the Proposal, including this complete bound document without removing any sheets. The Proposer is responsible for making its own copies of any or all parts of this document for its files. All materials submitted to the Ypsilanti Community Schools pursuant to this Proposal become the property of the Ypsilanti Community Schools and will not be returned to the Proposer.
4. A Pre-Proposal conference for all interested Proposers will be held on March 15, 2019 at the Ypsilanti Community Schools, 1885 Packard Rd, Ypsilanti, MI, 48197.
5. Proposals must be presented in a sealed envelope or box and addressed as follows:

Ypsilanti Community Schools Business Office
1885 Packard Rd
Ypsilanti, Michigan 48197
RFP 19-01

Student Transportation Proposal-_____

6. Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the Ypsilanti Community Schools Business Office that the proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of ten percent (10%) of the first year annual price being proposed. Proof of the ability to furnish a 100% performance bond must also be submitted with the Proposal in order to comply with the alternate requirements.
8. Proposals will be received until April 8, 2019, 12:00 PM, at Ypsilanti Community Schools, 1885 Packard Rd, Ypsilanti, Michigan, 48197 at which time and place all Proposals will be publicly opened.

9. Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the Proposal. It is the proposer's responsibility to ensure that all requested information is supplied with the initial Proposal. Ypsilanti Community Schools will reject any late submissions, and Ypsilanti Community Schools is not responsible for notifying the Proposer of any missing elements of the Proposal. Proposer's are also encouraged to include additional information about their services or company that will assist the Ypsilanti Community Schools in the review of Proposals and awarding of contracts.

SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective student transportation services company is referred to as the "Proposer."

The School Districts anticipated timeline for its selection process is:

February 26, 2019	Advertise RFP Nationally
March 15,, 2019 10:30 AM	Pre-RFP Meeting
April 8, 2019 12:00PM	Last Day to Submit RFPs
April 8, 2019 12:30 PM	RFPs Opened
April 23, 2019	RFPs Awarded and Announced
July 1, 2019	Contract officially begins

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

PROPOSER'S CHECKLIST

The following checklist is provided for the convenience of the Proposers and is not a part of the contract documents. Each Proposer is encouraged to insure their complete compliance with all requirements of these documents. Compliance with the Proposal requirements is the sole responsibility of the Proposer. Note that ten (10) complete sets of the Proposal must be submitted.

- 1 Proposal Bond or Certified Check for 10% of the annual contract cost.
- 2 Proof of Bond ability for Performance Bond Alternate.
- 3 Letter From the Insurance Company Guaranteeing Appropriate Coverage.
- 4 Reference List or Evidence Demonstrating Ability to Perform Required Services, including staffing information at each location.
- 5 Detail on Proposer's programs and efforts to secure a competent driver and monitor force to meet the needs of the Ypsilanti Community Schools.
- 6 Financial information on the Proposer, including ownership information and any outstanding legal issues. (Balance sheets, P & L Statement, Cash Flow Statement and last 3 years report)
- 7 Resumes of key management staff; job descriptions; and organization chart.
- 8 Explanation of operating program.
- 10 Any other information or data the Proposer wishes to provide that further demonstrates its ability to provide quality, responsive transportation services consistent with the requirements and intent of this Request for Proposal.
- 11 Documentation and costs associated with alternate provisions including performance bond data.
- 12 Financial Information Compliance Form
- 13 Hold Harmless Agreement
- 14 List of Terminated Contracts
 - Bankruptcy Filings
 - Lawsuits
 - Must Show Compliance With IC 20-27-8
- 15 Form of Proposal
- 16 Non-Collusive Proposal Certification
- 17 Acknowledgements by Proposer
- 18 All Pages of Documents Included and Initialed

19 All Proposals Properly Signed

20 Affirmative Action Policy (Report) Completed

1. GENERAL CONDITIONS

All invitations to submit proposal issued by the Ypsilanti Community Schools will bind proposers and successful proposers to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the Ypsilanti Community Schools.

A. SCHOOL DISTRICT PROFILE AND OVERVIEW

This RFP contemplates and is intended to procure the student transportation and bus maintenance services under the form of Contract included in this RFP for the School District. The School District is located in the City of Ypsilanti, in the County of Washtenaw, Michigan.

OVERVIEW OF SCHOOL CORPORATION

Schools	
o Elementary	5
o Middle Schools	2
o High School	2
o Vocational School	1
o Early Childcare	3
o Special Education	2
Approximate Student	
o Current Enrollment (2018-19)	4,500
o Anticipated Number of Gen Route expected	20
o Anticipated Number of Special Needs Routes	10
o Anticipated Number of miles	500,000
Technology	Tyler Technologies
* All figures are approximate	

B. SCHOOL DISTRICT OPERATIONAL INFORMATION

This information is provided to assist the Proposer in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract (as described in Section 3.1, page 13) nor prevent a careful review of the Contract by the Proposer. Capitalized terms used throughout the remainder of this RFP have the same meaning as set forth in the Contract.

C. GENERAL OPERATING INFORMATION

The School District covers approximately sixty (60) square miles and is located in portions of Washtenaw county, Michigan. As set forth in the section above, the School District provides Transportation Services for approximately 3,000 general education students. Additionally, the School District operates mid-day runs on a daily basis for its general education and special needs students. These mid-day runs are part of the structured daily route (i.e., incorporated with AM/PM runs). The School District operates various special needs transportation routes during the school year and throughout the summer. The School District also currently provides transportation for various extracurricular/field trips as requested by the individual school buildings of the School District, as well as many transportation routes for the various clubs, groups and athletic teams of the School District. The School District operates its transportation services in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, the Individual Education Plans ("IEP") and or 504 plans of the respective special needs students. The current staff is unionized and the district will require all aspects of the current union contract to be observed. A proposer may go above the contract in areas such as wages, benefits offered, PTO, etc... Contract attached.

To confirm to the State of Michigan instructional time requirements, the School District has one hundred eighty (180) required student attendance days per year.

D. STUDENT PROJECTIONS 2019-20

E. PROPOSED SCHOOL TIER

The school district plans to adopt a new bell time schedule for the 2019-20 school year per board approval. The proposed bell time structure would be such that the district would be on a three-tier

time schedule. The district plans to have each tier for regular education as:

Tier 1 10 runs

Tier 2 10 runs

Tier 3 20 runs

Special needs will contain 10 runs per each tier.

Tier 1 10 runs

Tier 2 10 runs

Tier 3 10 runs

2. PROPOSALS

2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

2.1.1 Submissions with Proposals:

- a) Proposers will provide, along with the completed proposal package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Michigan school systems which they have served during the past five years and a summary of their experience over at least five years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the State of Michigan or similar. In lieu of organizational experience, staff experience must be demonstrated.
- b) The Proposer must provide proof, along with the completed bid package, that they can provide the expected insurance coverage as outlined in these bid documents. This proof can be in the form of a certificate of insurance naming the Ypsilanti Community Schools as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. The types and levels of coverage must, of course, meet or exceed the required levels in the bid specifications.
- c) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a 100% Performance Bond for the performance of the operating contract(s) that may be awarded in conjunction with this proposal, should the Board decide to accept the Performance Bond alternate. A determination on the acceptance of the Performance Bond alternate rests solely with the Ypsilanti Community Schools. If the Ypsilanti Community Schools chooses the prepayment option described herein, the Proposer will be required to supply the described Performance Bond.
- d) The district will provide the office space, equipment, and facilities for staffing and training.

- #### 2.1.2
- Proposers shall submit detailed descriptions of their recruitment programs, including wage and benefit information. Proposer shall provide an employment profile including at least the number of daily drivers and monitors required, the actual number of drivers employed a description of targeted recruitment programs, wage and benefit programs, and driver training programs. Proposer shall provide an incentive program for drivers based on positive behavior. Areas of concentration include attendance, bus cleanliness, positive communication, and defensive driving skills. A sample program that may be adopted is included in the appendices.

- 2.1.3 All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.
- 2.1.4 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Ypsilanti Community Schools is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Proposer.
- 2.1.5 All proposals received after the time stated in the Notice to Proposers may not be considered and will be returned to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Ypsilanti Community Schools. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her Proposal deposited on time at the place specified. HOWEVER, THE BOARD OF SCHOOL TRUSTEES RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL, OR TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER, OR TO MODIFY PROPOSALS BASED UPON NEGOTIATIONS WITH THE PROPOSER (S), AS DEEMED BY THE BOARD TO BE IN THE BEST INTEREST OF THE Ypsilanti Community Schools.
- 2.1.6 The submission of a Proposal will also mean that the Proposer is fully informed as to the rules, regulations, policies, procedures, and requirements of the Federal Government, the State of Michigan and the Ypsilanti Community Schools, and the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements.

3. AWARD

3.1 Transportation Program

- 3.1.1 The Contract(s) will be awarded for a period of :

Proposal 1

One (3) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

Proposal 2

One (5) 2 YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

- 3.1.2 The Contract will be awarded based upon a review by the Ypsilanti Community Schools of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. The Ypsilanti Community Schools reserves the right to consider cost (cost per run, costs per tier, costs per program), experience, service, reputation and specific qualifications in awarding the contract(s). An evaluation/process checklist is attached that will assist in selecting the vendor based on responses to this RFP. A pricing sheet is attached that will assist in selecting the vendor in combination with the evaluation/process checklist.

Program Structure

- 3.1.2.1 - All Transportation- This would include all transportation. Special education, general education, and extracurricular trips.

4. GUARANTEES BY THE SUCCESSFUL PROPOSER

- 4.1 The successful Proposer warrants and guarantees:

- 4.1.1 That Proposer is financially solvent and the Proposer is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- 4.1.2 The Proposer shall procure and maintain solely at its own expense Workers Compensation, Michigan Disability Insurance, and Michigan Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the proposed Contract. That it shall procure and maintain, solely at its own expense, such insurance coverage in the amounts and under the conditions set forth in Section 8.4 of the Specifications. Certificates of Insurance, where applicable, will be submitted to Ypsilanti Community Schools Office no later than 30 days prior to the initiation of each Contract year.
- 4.1.3 The Proposer is requested to submit detailed narrative materials with their proposal if discounts, savings or additional services would be made available to Ypsilanti Community Schools if the Proposer was awarded more than one contract. During the term of the contract, Ypsilanti Community Schools may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Proposer will be based upon the actual vehicle usage at the prices as shown on the Form of Proposal.

5. SPECIFICATIONS

5.1 SCOPE

These specifications are intended to provide for school bus services for the transportation of students for Ypsilanti Community Schools for 2019-2020 school year and beyond.

5.1.2 SCOPE OF SERVICES

The successful Proposer shall provide student transportation services for:

- A) Safe and reliable, on-time transportation of general education and special needs students to and from school on a daily basis within Ypsilanti Community Schools defined parameters.
- B) Safe and reliable, on-time transportation of students for extra-curricular and athletic activities and field trips and charters as requested by the School District, in accordance with the Contract. If for any reason the contractor cannot fulfill any of the requests or meet the requirements in this section (B) for extracurricular, athletic activities, field trips and charters then the district reserves the right to outsource these activities and transportation requests to a 3rd party other than contact holder.
- C) Efficient routing of all regular education, special needs and other transportation routes of the School District, including but not limited to extra-curricular routes and field trips, as outlined in the Contract. The Proposer may not alter any of the existing routes or combine routes without the express permission of the School District. Unauthorized stops made by the proposer will result in fines of \$500.00 per stop, per occurrence, per day.

- D) The district will maintain ownership and maintenance on all school buses.
- E) Work in conjunction with the School District regarding student discipline issues and carry out any student discipline directives of the School District. A sample plan, which may be adopted for student discipline, is listed below:

Discipline Plan

1. 1st Violation- Driver completes a School Bus Conduct Report, stating the specific bus rule violation. The driver then gives the report to the school office. The school administrator must call the parent/guardian to ask for his/her assistance in resolving the issue.
2. 1st and 2nd Referral- When the 1st or 2nd Referral is given to an administrator; a copy of the Conduct Report must be attached with specific information as stated above (other than for *Severe Clause Referrals.) The administrator's options are:
 - a. Counsel with student, parent/guardian, and/or driver
 - b. Bus Suspension
 - c. Other
3. 3rd Referral- Recommended minimum three (3) day bus suspension and contact with parent/guardian.
4. 4th Referral- Recommended bus suspension for the remainder of the semester/school year.

*Severe Clause: Fighting, smoking, unauthorized departure from bus, carrying weapons, or vandalizing the bus are examples of behavior that may result in an immediate referral and/or suspension from bus transportation and/or school. School administration also has the right to forego the preceding steps and proceed to whatever disciplinary step is deemed appropriate for any severe violation.

- G) Effective communication with the School District including, but not limited to, the School District administration and Board of School Trustees, bus drivers, bus aides, transportation secretaries and with parents, students and the community.
- H) Continuous analysis of the transportation operations of the School District in order to effectively manage costs, while maintaining service levels in accordance with School District policy and safety protocol. The Contractor shall identify and implement operational efficiencies that will lead to cost reductions in the School District's Transportation Services, the proposer must establish performance metrics that will display the proposer's indicators for success. All costs incurred for "Start-up" (i.e. but not limited to, safety meetings, driver training, driver meetings, call center, dry runs) shall be considered "Start-up" cost incurred by the proposer and shall not be billed to the district.
- I) It must be understood that this RFP provides for the selection of a professional company to provide student transportation services, including any applicable extracurricular activity and

field trip transportation, for all general education and special education students within the School District. The Proposer shall consider all current school transportation personnel who are interested in employment with the proposer; however, the proposer shall be free to hire only those individuals which it deems to be best qualified, in its sole and absolute discretion. As noted above, the School District maintains a liaison to facilitate administration of the Contract and communication between the Proposer and the School District.

- J) The proposer shall have a substance abuse policy in place that exceeds state and DOT guidelines. A zero-tolerance policy shall be implemented, enforced, and documented. A third-party collection program shall be utilized that performs all substance abuse testing on the premise of contractor. Employees that test positive for any illegal substances shall be discharged immediately.
- K) The proposer shall have a program in place for incidents. Incidents may include accidents, employee accidents on the premise, or employee workplace safety. The program shall be in writing and enforced. Any time an incident takes place, an employee shall undergo incident training to document the incident. The training offered to the employee will be to prevent a repeat offense and will be followed by a post evaluation within 2- weeks after the incident training. Any incident shall be communicated orally and followed up in writing to Ypsilanti Community Schools immediately.
- L) The proposer shall enforce a policy to check buses after routes, trips, school locations, for students or items left on the bus. Each bus shall be equipped with a placard, 8 ½ x 11. Placard shall indicate the bus number and policy. Placard shall be neon pink in color, laminated, and hung on the rear window of the bus following each event where students have boarded the bus. Proposer shall have a schedule in place that documents the bus lot has been checked after AM, Mid-Day, and PM routes. Buses shall never be operated with the EMPTY sign in the rear window. Proposer shall also document, and train employees on policy prior to bus driver's working for the contractor. Annual refresher training of the policy shall be conducted. All training shall be documented as to training curriculum and attendance.

Anytime a child is left on a bus unattended or an employee fails to follow policy, Ypsilanti Community Schools administration shall be notified immediately both orally and in writing. Any failure in following policy could result in vendor fines.

Empty Bus

Anytime a driver is finished driving a route, trip, or transporting passengers they must walk their bus immediately to check for passengers. This includes all of the following steps:

1. After last passenger exists remove key from ignition
2. Walk towards rear of the bus looking down aisle way, under seats, and on seats.
3. Double check around heaters, step wells, and wheel housing.

4. At rear be sure to check area directly behind the last seat as students may be hidden.
5. Turnaround from the rear facing the front of the bus and check under the seats, down the aisle way, and on seats walking towards the front of the bus.
6. If any passengers are found the driver must call base immediately with the child's name, school, and wait for additional instructions from Ypsilanti Community Schools.
7. Any additional items should be picked up and brought to the front of bus.
8. Once driver observes there are no passengers on the bus, the driver needs to place the "bus empty" sign on the rear emergency door window. As part of pre-trip bus inspection, remove "empty bus" sign from emergency door.

In addition, anytime a route, trip or transporting passengers at any time the driver must walk the bus prior to leaving the destination, school, or last stop. After completely checking under, in front, behind, and all seating areas the driver may walk into the school and turn in any left articles behind.

M) The proposer shall train drivers to comply and exceed with all federal and state laws. The proposer shall document all training and communicate to Ypsilanti Community Schools the attendees, date of training, and a copy of the information presented to bus drivers. The proposer shall have a curriculum that covers the following topics:

- a. Pre/Post Trip Inspections
- b. Student Management Training
- c. Defensive Driving
- d. Winter Driving Techniques
- e. Route Sheet Adherence
- f. Bus Cleanliness
- g. DOT and Ypsilanti Community Schools substance abuse testing policy.
- h. Special Needs and Disabilities
- i. Communication Device Usage (cell phone, smart phone, iPad, Bluetooth, etc...)

Failure to comply with the steps listed above or leaving a child on the bus unattended will result in immediate dismissal. In addition, each failure per incident will result in a \$2,500 penalty per occurrence.

O) The proposer shall enforce a policy that does not allow the use of communication device other than a two-way radio. This includes but is not limited to cell phones, smart phones, Bluetooth's, Ipads, etc... Bus driver's that fail to observe the policy may be subject to immediate termination. A sample policy is attached at the end of this document from the National School Transportation Association.

5.2 PROPOSAL BOND

Proposer will be required to furnish, at its own expense, a proposal bond or certified check that is the amount of 10% of the first year's Calculated Proposal Amount for the contract(s) where a price is being submitted. The Proposal Bond or certified check to the Business Office of the Ypsilanti Community Schools as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or proposal bond shall be

retained for use of Ypsilanti Community Schools as liquidated damages on account of such default.

5.3 INSURANCE

Compliance with Insurance Requirements:

5.3.1 Insurance Carrier Letter

Enclosed with the Proposal the Proposer must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in this Request for Proposal will be met. The insurance carrier must be licensed to do business in Michigan and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or better.

5.3.2 Insurance Level

The successful vendor must submit a summary of their loss prevention programs, and contractually prohibit any material reduction without approval of Ypsilanti Community Schools. This summary should discuss the following:

- (a) Minimum driver qualifications and background review (physicals, state motor vehicle record check, etc.) procedures.
- (b) Frequency and content of safety training.
- (c) Frequency and content of driver performance evaluation
- (d) Other

Proposer shall protect, indemnify and save the Ypsilanti Community Schools harmless and defend the Ypsilanti Community Schools from all liability filed in a court of law or informally presented and expense for loss, damage, death or injury to persons or property, excepting only such liability as results from the sole negligence of Ypsilanti Community Schools or its employees, arising out of or incident to the performance of this contract.

The minimum scope of coverage must include:

- (a) Worker's Compensation insurance as required by any applicable law or regulations or statutes and Employer's Liability insurance.
- (b) Comprehensive General Liability of Commercial General Liability insurance coverage insuring all operations by or on behalf of the Proposer and including coverage for:
 - (1) Premises and operations
 - (2) Product and completed operations
 - (3) Contractual liability insuring the obligations assumed by the proposer under this agreement

(4) Personal injury liability

- (c) Automobile Liability insurance covering all owned hired and non-owned vehicles.

If the Proposer's general liability insurance is provided by the new Commercial General Liability policy, proposer's automobile liability insurance policy shall include coverage for Automobile Contractual Liability.

- (d) Automobile medical payments coverage.

- (e) Uninsured and underinsured motorist

Proposer shall maintain limits of liability no less than:

<u>Worker's Compensation</u>	<u>Coverage as required by law</u>
Employers Liability	\$500,000 Bodily Injury by Accident \$500,000 Disease – Each Employee \$500,000 Disease – Aggregate
Automobile Liability	\$10,000,000 Bodily Injury & Property Damage Combined
Uninsured Motorists	Statutory
Automobile Medical Payments	\$5,000 Per Person
Comprehensive General Liability	\$5,000,000 Each Occurrence Bodily Injury and Property Damage Combined

Proposer may substitute lower limits for any policy listed provided that proposer maintains umbrella or excess liability policy or policies which provide a total minimum limit of \$10,000,000 for automobile liability and \$5,000,000 for general liability that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If Proposer carries general liability insurance under the Commercial General Liability Policy form, minimum limits shall be no less than:

\$5,000,000	Each Occurrence Bodily Injury, Property Damage and Medical Payment Combined
\$5,000,000	Personal and Advertising Injury
\$5,000,000	Products/Completed Operations Aggregate
\$5,000,000	General Aggregate

Ypsilanti Community Schools and its' officers, directors, volunteers and Employees shall be named as

insured under the Comprehensive General Liability Insurance policy or the Commercial General Liability policy, automobile liability And the policy shall stipulate that the insurance afforded the Ypsilanti Community Schools and its employees shall apply as primary insurance and that any other insurance carried by the Ypsilanti Community Schools will be excess only and will not contribute with the Proposer's insurance.

These policies shall contain the usual cross liability wording indicating that except for limits of liability, the policies shall operate as though separate policies were issued to each insured.

If the general liability insurance required by this agreement is written on a "Claims Made" policy form, the policy shall show the "Retroactive Date" If the "Retroactive Date" is later than the date of the contract and the Proposer was previously insured under a "Claims Made" Commercial General Liability insurance policy during any portion of the period between the date of the contract and the "Retroactive Date" of the Proposer's current "Claims Made" Commercial General Liability insurance policy, the Proposer shall furnish a Certificate of Insurance showing that the Proposer has purchased the "Extended Reporting Period" or "Supplemental Tail" endorsement under the previous policy extending the period during which a claim may first be made.

5.4 TERM

PROPOSERS MAY BID ON ANY OR ALL OF THE CONTRACT PERIODS LISTED BELOW. THE CONTRACT PERIOD WILL BE FOR:

Proposal 1

One (3) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

Proposal 2

One (5) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

5.5 PROPOSER'S RESPONSIBILITIES

5.5.1 Personnel Matters

All transportation personnel shall be the responsibility of the Proposer and shall be the Proposer's employees. All employees must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Michigan Department of State, including all required driving, licensing, training and certification. In addition, the Proposer will be responsible for fulfilling the fingerprinting requirements, background

check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and Board of Education policy. The district reserves the right to remove any driver employed by the contractor(s) from their duties based on their service and performance for a period not to exceed 5yrs.

Other Requirements

5.5.1.2 IT/ Telephone Monitoring System

The Proposer shall provide and maintain three (3) direct telephone lines (1 ring down, one direct phone line, and two (2) fax lines between the Board of School Trustees, Transportation Department Office and the terminal facility. The Proposer must also provide one high – speed Internet connection in the dispatch area. The Board of School Trustees reserves the right to change these requirements as advances in technology happen. Computers shall be one that allows for apps to be downloaded and routinely updated. Smartphones shall be provided to management, and dispatcher.

Smartphones shall have ability to download apps in order to operate 2x client.

5.5.2 Vehicles

- a. The district will provide, insure, and maintain all buses. The district leases 2019 Thomas C2's with Detroit Diesel engines. Regular education buses have a capacity of 77 students. Special needs buses have a seated capacity of 24 students and 3 wheelchair positions with L Track seating. All buses have air conditioning, cameras, 2-way radios, and crossing arms.
- c. Vehicle interior shall be cleaned daily. A wash crew shall wash vehicle exterior once every three weeks. On Fridays, all vehicles that have assigned weekend or Friday evening trip shall be washed prior to the trip. Method of cleaning shall include hot water, brush type system with a soft nylon bristle or lamb cloth, wash detergent, grease removal detergent for wheels and tires, and a soft water treatment system. Entire bus exterior shall be brush cleaned- including roof, glass, doors, and all crevices of body panels. Undercarriages, engine compartment, and all areas of chassis shall be steam cleaned, degreased, and rinsed with hot water annually. The Board of School Trustees, reserves the right to periodically inspect buses to determine their mechanical condition and condition of cleanliness.
- i. The district owns Tyler Technologies suite of transportation products. These include Versatrans Routing and Planning, Trip Tracker, OnScreen, Tyler Telematic GPS, Tyler Drive, Tyler Driver Tablets, Arrival Board, Rollout, and MyStop. The district will allow access and utilization to only authorized users.
- p. The proposer may not utilize buses or equipment for other purposes than Ypsilanti Community Schools routes or trips. This includes but not limited to charters, revenue trips for Ypsilanti Community Schools events, or any type of trip not hired or contracted through Ypsilanti Community Schools. Other events shall not conflict with Ypsilanti Community Schools schedule.
- q. The proposer shall provide a driver uniform for all staff consisting of: Driver shirt (polo), jacket, and shoe allowance annually. Drivers shall receive 3 shirts annually. Uniform shall be worn daily by driver's. Ypsilanti Community Schools name and logo along with company name and logo shall be easily identifiable on garments.

5.5.3 Facilities

- 5.5.3.1 The Proposer shall maintain one (1) terminal and shall provide at least one (1) full-time professional leader responsible for supervisory personnel to oversee operations. Two (2) dispatchers, one (1) clerical staff, and one (1) safety manager/trainer. The Proposer will provide a daily attendance log, incident log, and a late bus log.

5.6 ROUTING DEFINITIONS

- 5.6.1. General Education Daily Routing: The School District operates a total of 20 daily transportation routes for general education students and these routes are operated

(180) days per year.

- 5.6.2. Special Needs Daily Routing: The School District operates a total of 10 daily transportation routes for special needs students. The special needs routes are generally operated (180) days per year, however some special needs routes may be operated throughout the summer.
- 5.6.3. Mid-Day Routing and Shuttles: The School District operates NA midday routes. These mid-day routes are incorporated into the various AM/PM routes of the School District. Although none are currently being operated, the School District has operated various shuttles during the school year of varying frequency; however, these shuttles were incorporated into various routes. Number of routes unknown at this time.
- 5.6.4. Summer Routing: The School District currently operates 17 daily routes during the summer for (30) days that are separate and distinct from any special needs routes that are operated during the summer/full-year.
- 5.6.5. Field Trips/ Extracurricular/Athletic Routes: The School District provides transportation for its various school buildings, clubs, student organizations and athletic teams to and from various events, field trips and athletic contests throughout the year.

5.7 ROUTE SCHEDULING

- 5.7.1 Route scheduling will be performed by the Ypsilanti Community Schools in consultation with the Proposer. The Ypsilanti Community Schools reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Proposer, or any driver, without the prior permission of the Ypsilanti Community Schools. Periodically, the Ypsilanti Community Schools may request the assistance of the Proposer to evaluate or revise certain routes. The Ypsilanti Community Schools or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the Ypsilanti Community Schools it is necessary for the safety and welfare of children. This shall be at no additional charge to the Ypsilanti Community Schools. Routes and schedules are to accommodate class schedules and shall be determined by the Ypsilanti Community Schools.
- 5.7.2 Ypsilanti Community Schools will set the start times of schools and the ending times of the school day.
- 5.7.3 Both parties of the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Proposer without the prior written permission of the Superintendent or his/her designee. The Ypsilanti Community Schools reserves the right to notify the Proposer of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for herein. Bus driver shall follow sheets and directions as provided. Failure to adhere to route sheets and directions may result in disciplinary action and/or

termination at the discretion of Ypsilanti Community Schools.

Changes required to meet the service needs of the Ypsilanti Community Schools shall be provided by the Proposer in accordance with the following schedule (all times are to be considered maximum times; all "days" are to be considered "school days"):

- a) New student added to an established stop: next day
- b) Regular education student added at a new stop: 2-3 days
- c) Regular education student requiring a new vehicle: 3-5 days
- d) Special education student added at a new stop: 1 to 2 days
- e) Special education student requiring a new vehicle: 3-5 days
- f) Transportation change required by a legal settlement: next day (Next day transportation shall be determined by the Ypsilanti Community Schools and the Proposer)

5.7.4 The Ypsilanti Community Schools is utilizing VersaTrans's RP routing system (routing software system).

The Ypsilanti Community Schools will facilitate the availability of any license.

5.7.5 Ypsilanti Community Schools may consolidate routes, add routes, or eliminate routes during the school year based on ridership, financial reasons, or reasons deemed appropriate. All changes will be communicated at least one week prior to change taking place.

5.8 CONTRACT

The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the Ypsilanti Community Schools which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Superintendent of Schools and the Board of School Trustees. This Contract shall contain a default provision for all Obligations of Proposer contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one days, after she/he has received notice of the acceptance of his/her Proposal, shall forfeit to the owner as liquidated damages for such failure of refusal, the security with his/her bond.

Ypsilanti Community Schools Board of School Trustees reserves the right to negotiate if a selected vendor is chosen by the School Board of Trustees, but may not be the "Low Bidder"

5.9 NON-PERFORMANCE DAMAGES

5.9.1 If at any time the Proposer does not provide the required drivers or bus under the Contract, the Board of School Trustees may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$250.00, or the cost of the Ypsilanti Community Schools expense for engaging alternate transportation during the period that the Proposer is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Proposer "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the penalty stated in this Section

5.9.2 FOR Ypsilanti Community Schools USE ONLY

Form to be faxed/emailed within 4 hours of the incident:

Signed _____ Date _____

Penalties for late arrival or failure to arrive:

Re: Student Transportation

<u>Bus Late</u>	<u>% - Amount / Deduction per school route</u>
After Arrival Time	35%
After 5 minutes	50%
After 15 minutes	75%
After 30 minutes	100%
Failed to arrive	100%
Unauthorized bus Stops	\$500.00 per stop per occurrence
Shortage of drivers or buses	\$250.00 per occurrence

Penalty Assessment _____

APPENDICES AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION
Ypsilanti Community Schools

APPENDIX "A"
PROGRAM DESCRIPTION AND REPORTING MANDATES

SECTION 1

A. Field Trips:

For the 2019-2020 school year it is estimated that the Ypsilanti Community Schools operated NA public school field trips..

B. Upcoming changes to schools:

Pending.

C. Special Education Programs:

Special Education programs can and do change at any time. Students can be placed temporarily in programs.

D. Destination Schools and Bell Times:

A detailed listing of destination schools, grade levels, bell times, and current enrollments will be provided prior to the start of the 2017-18 school year.

Date Prepared: ____/____/____ Prepared by: _____

Title: _____

ATTACHMENT 1

DEFINITIONS

1. Live Time shall be defined as time from the first pick up to the last drop on each run.
2. Continuation of Live Time shall be defined as the extension of live time for a route to include after school activity runs. The extension shall be considered part of the route for compensation purposes.
3. Deadhead Time shall be defined as time from the last drop off to the first pick up and shall not be considered part of the route for compensation purposes.
4. A Regular Run shall be defined as that portion of a route consisting of picking up students and transporting them to their school of attendance or vice versa.

5. A Curriculum Shuttle and Charter or Field Trip shall be defined as transportation for students and authorized adults to locations in the Ypsilanti Community Schools. These trips are generally scheduled during the school day by the schools and representatives of the Transportation Department.
6. A Pre- School Activity Run shall be defined as transportation service for athletic teams to practice sites in the Ypsilanti Community Schools before the start of the regular school year.
7. A Route shall be defined as a group of runs that are tiered and use the same vehicle.
8. A Dry Run shall be defined as a practice running of the route without picking up students and using the regularly scheduled driver and equipment.
9. Excess Time shall be defined as live time in excess of four (4) hours per day during the regular school term and three (3) hours per day during the summer school term.
10. Excess Rate Per Unit shall be defined as the rate of compensation the Proposer will receive for each excess unit (15) minutes or any portion thereof that a route operates.
11. Basic Rate Per Bus Per Day shall be defined as the rate of compensation the Proposer shall receive for each bus that is assigned. Routes operating one way (A.M. or P.M. will be compensated at 1/2 the daily rate. The daily rate is based on four (4) hours live time for the regular school term and three (3) hours live time for the summer school term.
12. A timely Manner shall be defined as routes that are dispatched and running at the scheduled time, designated by Ypsilanti Community Schools.

THIS FORM MUST BE SIGNED, NOTARIZED AND SUBMITTED
WITH PROPOSAL
HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY Ypsilanti Community Schools, Ypsilanti Community Schools BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE Ypsilanti Community Schools FROM ANY LAWSUIT, ACTION, PRECEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- (A)** ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR

PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

- (B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE PROPOSER ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.
- (C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE Ypsilanti Community Schools, THE Ypsilanti Community Schools BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE Ypsilanti Community Schools IN CONNECTION WITH THE PROPOSER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE PROPOSER AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE Ypsilanti Community Schools, Ypsilanti Community Schools SCHOOL BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE Ypsilanti Community Schools, OF ANY SUCH CLAIM OR DEMAN, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE Ypsilanti Community Schools, Ypsilanti Community Schools SCHOOL BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE Ypsilanti Community Schools ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE PROPOSER'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, AS DETERMINED BY THE Ypsilanti Community Schools. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE PROPOSER.

Signature _____
Date _____

Sworn to before me this ____ day of _____, 2017.

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

The Ypsilanti Community Schools RFP 19-01 Student Transportation Services, date , at 1:00 P.M., the

undersigned hereby acknowledges the following:

a. If requested, the stipulated financial information will be provided within 72 hours of the Ypsilanti Community Schools request.

b. Information relative to any pending lawsuits, judgments and/or liens has been provided. ☐ YES ☐ NO
If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

c. Information on any bankruptcy filings has been submitted. ☐ YES ☐ NO
If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

d. Information on any denials of Performance Bonds has been submitted.
☐ YES ☐ NO
If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

STUDENT TRANSPORTATION PROPOSAL
FORM OF PROPOSAL
RFP 19-01
STUDENT TRANSPORTATION SERVICES

BUSINESS OFFICE
Ypsilanti Community Schools
1885 Packard Rd
Ypsilanti, MI 48197

HAVING CAREFULLY EXAMINED THE SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE Ypsilanti Community Schools, 2501 N Oakwood Avenue, Muncie, Michigan, THE UNDERSIGNED.

COMPANY NAME: _____

CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED "GENERAL CONDITIONS", "SPECIFICATIONS", AND "NOTICE TO PROPOSERS" FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO THE TERMS DESCRIBED ON THE SPECIFICATIONS:

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE Ypsilanti Community Schools AS SPECIFIED:

PERFORMANCE BOND COST

Annual charge to the Ypsilanti Community Schools for the provision of a performance bond equal to 100% of the contract(s) awarded, and consistent with the requirements as set forth (Proof of Bondability consistent with requirements must be submitted with the Proposal). If multiple contracts are being considered by the Proposer, detail on cost changes based upon the number of contracts awarded must be submitted.

Annual Charge: \$ _____ (2019-2020)

1. If the Proposer is a district, is it incorporated in Michigan?
☐ Yes ☐ No
If No, it must be authorized to do business in Michigan?

In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Package including the Instructions to Proposers, General Conditions, Proposal Certifications, and specifications. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the district.

2. The Proposer has provided transportation services to the following Ypsilanti Community Schools within the last three (3) years:

Name	Address	Contact Person	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(attach additional sheets, if necessary)

4. These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the Ypsilanti Community Schools.

The Proposer’s endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the Ypsilanti Community Schools has the sole discretion to determine the best Proposal to meet the needs of the Ypsilanti Community Schools.

Very truly yours,

By _____
title _____
company _____

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

Name of Firm: _____

Address of Business: _____

Telephone No. _____

Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

- a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - 3) No attempt has been made or will be made by the Proposer to induce another person, partnership, or district to submit or not to submit a proposal for the purpose of restricting competition.
- b. A proposal shall not be considered for award nor shall any award be made where (a) – (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) – (1), (2), and (3) above have not been complied with the proposal shall not be considered for award nor disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed the prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same item to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the district.

Signature _____

Title _____

Sworn to and Subscribed Before Me

On This _____ Day of _____, 2017.

Notary Public

Ypsilanti Community Schools
1885 Packard Rd
Ypsilanti, MI 48197

CONTRACT: HOME-TO-SCHOOL, SUMMER, and EXTRA-CURRICULAR PROPOSAL DATE: May 23, 1:00 P.M.

The Ypsilanti Community Schools is interested in the reasons why prospective proposers fail to submit proposals. If you are NOT submitting a proposal, please indicate the reason(s) below and return this form to the above address, or to the Ypsilanti Community Schools designee, 2501 N Oakwood Avenue, Muncie, Michigan. Failure to do so may result in your firm being removed from advance notice lists of potential proposals compiled by Ypsilanti Community Schools.

Re: Student Transportation

☐ Unable to propose at this time, but would like to receive future notices of proposals.

☐ Contract to small/large for our firm (circle one).

☐ Lack of fleet to meet requirements.

☐ Lack of facility to meet requirements.

☐ Unable to meet specifications. Provide detail:

☐ Insufficient time allowed for preparation and submission of proposal.

☐ Other

Reasons:

You may remove our name from the bid/proposal list for:

☐ All bids/proposals

☐ Remainder of this year

☐ This particular service

☐ Other:

Date _____

Officer of Company (Signature)

Title

Company Name

Address

Telephone

Fax Number

Email Address

SAMPLE Incentive Program

Process used to award points to employees based on attendance, bus cleanliness, performance appraisals, and accidents.

Attendance

Employees will earn one half point for completing their AM route. Employees will earn one half point for completing their PM route.

Each week, the office will post total points current for all employees.

The following will not cause a loss in points:

- FMLA
- Bereavement
- Military leave
- Jury Duty
- Medical leave

Incidents

Employees that have a preventable accident will be deducted 2 points per preventable accident. A preventable accident is any accident that the director and driver trainer believe may have been prevented.

Bus Cleanliness

Buses will be inspected routinely throughout the school year for cleanliness. In addition, Ten random inspections will be performed. Employees will earn 1 point for successful completion of each random bus inspection.

Performance Appraisals

Two performance appraisals will be completed per school year.

Mid-Year Performance Appraisal: Employees will be given a blank performance appraisal form to complete and turn into the office. Employees will evaluate themselves and identify weaknesses and strengths. Employees will meet with director/assistant director to compare a performance appraisal completed by director/assistant director. A final mid-year performance appraisal will be completed by director/assistant director and shared with employee. Employee will have a specified time frame to make improvements on areas of weakness. Point system will not be recognized on mid-year evaluation.

Annual Performance Appraisal: Director/Office Staff will complete a final performance appraisal for employees. Points will be assigned per category. Employee contract renewal may be subject to annual performance appraisal. A blank performance appraisal form is attached.

Point Incentive Program will be used for route selection for upcoming school year. The total number of points earned will determine the route selection order. Employees will be ranked by total number of points. Highest points on top with lowest on the bottom. The employee with the highest number of points will select first. The employee with the least number of points will select last.

In the event that two or more individuals have the same number of points, the employee's seniority date will be used to rank employees with the same number of points. Point Incentive Program may be used for other extra duties.

Re: Student Transportation



National School Transportation Association

113 South West Street, 4th Floor • Alexandria, VA 22314
(703) 684-3200 • (703) 684-3212 • www.yellowbuses.org

Cell Phone Use by School Bus Drivers

Recommended Best Practices

Revised November 2, 2009

The National Transportation Safety Board has found and the National School Transportation Association recognizes that

- School bus drivers have a professional duty to direct 100% of their attention to the safe operation of the school bus and the safety of their passengers;
- Communicating by voice or text on a cellular phone or other personal portable electronic device, whether it is hands-on or hands-free, while driving a school bus or supervising the loading and unloading of students distracts drivers from their professional duties.

Therefore, NSTA recommends that school bus companies adopt the following policy regarding cellular phone use by school bus drivers:

Drivers may not use a cell phone or other personal portable electronic device while operating a school bus or any other vehicle transporting students, including while loading and unloading students, except in an emergency. For the purpose of this policy, an emergency exists if the driver requires immediate assistance to ensure the safety of his/her passengers or to report a dangerous or life-threatening situation.

Re: Student Transportation

Ypsilanti Community Schools Transportation RFP 19-01 Evaluation Process/Checklist

Vendor Name _____
Date of Completion _____

Contract Terms 1-Year 3- Years 5-Years

Each section needs to be completed by marking an "X" after each item. A vendor that does not have supporting documents or evidence to meet the RFP specifications will not qualify for the item listed. Each item is worth 1 point each.

Section	Item	Met Specification	Did Not Meet Specification	Points Earned
2.1.1. a	Evidence of schools and service provided	_____	_____	0
2.1.1. b	Proof of insurance	_____	_____	0
2.1.1. c	Performance bond	_____	_____	0
2.1.1. d	Site location	_____	_____	0
2.1.2	Recruitment program	_____	_____	0
2.1.3	All items submitted as required per RFP	_____	_____	0
2.1.4	Excise tax	Not Applicable	Not Applicable	1
2.1.5	Proposal submitted on time	_____	_____	0
2.1.6	State, federal, local adherence to operating laws	Not Applicable	Not Applicable	1
3.1	Length of contracts available	Not Applicable	Not Applicable	1
3.1.2	Award process	Not Applicable	Not Applicable	1

Re: Student Transportation

3.1.2.1	Contract 1-			1
3.1.2.2	REMOVED	Not Applicable	Not Applicable	1
4.1	Guarantees statement	Not Applicable	Not Applicable	1
4.1.1	Financially solvent and experience statement			0
4.1.2	Worker's compensation, disability, and unemployment statement			0
4.1.3	Potential savings plan options	Not Applicable	Not Applicable	1
5.1	Scope	Not Applicable	Not Applicable	1
5.1.2.a	Safety statement	Not Applicable	Not Applicable	1
5.1.2.b	Statement of outsourcing to additional vendor			0
5.1.2.c	Statement of routing adherence			0
5.1.2.d	Maintenance of vehicles and equipment			0
5.1.2.e	Student discipline			0
5.1.2.g	Communication with all individuals			0
5.1.2.h	Operational efficiencies			0
5.1.2.i	Utilization of current employees			0
5.1.2.j	Substance abuse policy/DOT compliance			0
5.1.2.k	Incident plan/Re-Training			0
5.1.2.l	Empty sign policy			0
5.1.2.	Employee training and curriculum			0

Re: Student Transportation

m			
5.1.2.o	Electronic device utilization policy		0
5.2	Proposal bond		0
5.3.1	Insurance Letter		0
5.3.2	Insurance Level		0
5.4	Terms of contract	Not Applicable	Not Applicable 1
5.5.1	Personnel matters		0
5.5.1.1	Bus monitors		0
5.5.2.a	Bus specifications	Not Applicable	Not Applicable 0
5.5.2.b	Bus inspections		0
5.5.2.c	Bus cleanliness		0
5.5.2.d	Fleet replacement plan	Not Applicable	Not Applicable 0
5.5.2.e	fleet i.d.	Not Applicable	Not Applicable 1
5.5.2.f	Two way radio		0
5.5.2.g	Employee listing		0
5.5.2.h	Equipment return to Ypsilanti Schools	Not Applicable	Not Applicable 1
5.5.2.i	Spare bus ratio	Not Applicable	Not Applicable 0
5.5.2.j	GPS Adherence		0
5.5.2.k	Trip tracker software		0

Re: Student Transportation

5.5.2.l	FleetVision software			0
5.5.2.m	Barcode scanner for students	Not Applicable	Not Applicable	0
5.5.2.n	Fuel escalator	Not Applicable	Not Applicable	0
5.5.2.o	Web hosting for software			0
5.5.2.p	Statement of vehicle utilization for revenue	Not Applicable	Not Applicable	1
5.5.3.1	Facility			0
5.6	Terminology	Not Applicable	Not Applicable	1
5.7.1	Route scheduling performed by Muncie Schools	Not Applicable	Not Applicable	1
5.7.2	Bell times established by school district	Not Applicable	Not Applicable	0
5.7.3	Daily changes to trips and student schedules	Not Applicable	Not Applicable	1
5.7.4	Utilization of district routing software	Not Applicable	Not Applicable	1
5.7.5	Route change statement- add, edit, or delete			0
5.8	Award of contract	Not Applicable	Not Applicable	1
5.9.1	Performance damages- not enough buses			0
5.9.2	Late bus penalties	Not Applicable	Not Applicable	1
Form	Hold harmless agreement submitted			0
Form	Financial information compliance			0

Re: Student Transportation

Form Form proposal

0

Form Non-collusive proposal certification

0

Form General proposal certification/Non collusive
proposal certification

0

Total Points Earned

Total Possible Points

Total Score

Re: Student Transportation

Vendor Name _____
Individual Preparing Form _____

Contract Length _____
Daily Pricing _____
General Education Pricing _____

Single Route Per Day		
Double Route Per Day		
Triple Route Per Day		

Special Education Pricing

Single Route Per Day		
Double Route Per Day		
Triple Route Per Day		

Mid Day Cost Per Bus/Per Day

--	--

Summer School Cost Per Bus/Per Day

--	--

Saturday School Cost Per Bus

--	--

Extra Curricular Route

--	--

Extra Curricular Trips

2 Hour Rate		
3 Hour Rate		
4 Hour Rate		
5 Hour Rate		
Each Additional Quarter Hour Rate After 4 Hours		
Total Points		

Annual Pricing _____
Contract Length _____

General Education Pricing

Single Route Per Day		
Double Route Per Day		
Triple Route Per Day		

Special Education Pricing

Re: Student Transportation

Single Route Per Day		
Double Route Per Day		
Triple Route Per Day		

Mid Day Cost Per Bus/Per Day		
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Summer School Cost Per Bus/Per Day		
ASM		
Trips- at 3 hour Rate		

Total

Re: Student Transportation

Company	Evaluation Score	Bid Terms	Year 1		Total
A	O				
B	O				