INVITATION TO BID

Student Transportation

REQUEST FOR PROPOSAL

Mount Clemens Community School District (MTCPS) is requesting proposals for student transportation. Bids will be accepted until 2:00 p.m. on Friday, April 20, 2018, at which time they will be publicly opened. No oral, telephonic, E-Mail, telegraphic or facsimile proposals will be accepted. No proposals will be accepted after the time of closing of bids.
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> **The Board of Education reserves the right to reject any and all bids and to waive omissions, irregularities or clerical errors not affecting the compliance with the plans and specifications.**

Prices quoted are to be F.O.B. Mount Clemens, MI. All purchases are to be exempt from all taxes, including state and federal taxes. Exemption certificates will be furnished upon request.

Bids shall be firm for ninety (90) days from the date of the bid opening.

Bids must be submitted on the attached bid form and be signed by the bidder. Two (2) signed copies of the bid form should be addressed to the attention of:

Teresa G. Davis
Mount Clemens Community School District
167 Cass Avenue
Mt. Clemens, MI 48043

"STUDENT TRANSPORTATION BID"

Questions should be referred to Teresa Davis, Superintendent of Schools,
at (586) 461-3776.

Initial Here: _____

INVITATION TO BID
Student Transportation

INSTRUCTIONS TO BIDDERS:

1) NOTICE IS HEREBY GIVEN that the ***Mount Clemens Community School District*** will accept bids for a three (3) year contract for **STUDENT TRANSPORTATION SERVICE**. Bids will be opened and read aloud in the Board of Education Office, ***167 Cass Avenue, Mount Clemens, MI 48043***. Bids should be submitted for a three year period, encompassing the ***2018-2019***, ***2019-2020***, and ***2020-2021*** fiscal years.

2) Sealed proposals shall be delivered to the above address, anytime prior to, but not later than, ***3:00 p.m.*** on ***Friday, April 20, 2018***. Bids received after this time will be returned unopened to the bidder.

3) A pre-bid meeting will be held at the above address at ***10:00 a.m.*** on ***Monday, April 09, 2018***. Attendance at this meeting is mandatory for any bidder wishing to submit a bid. The purpose of this meeting will be to answer any questions regarding the bid specifications and the current transportation operation.

3) Each proposal must be submitted on the bid forms provided with these specifications and must be contained 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 must be valid for a minimum period of 60 days after bid opening.

5) The Board of Education of the District reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of the District to do so. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education. Bids should be submitted on the premise that the District intends to contract as a single unit, and that the proposal must be acceptable to the Board. Acceptance of a bid by the District does not constitute a contract. The final contract document will be subject to negotiation and the Board will approve execution of a contract. While the financial responsibility of the bidder is a significant concern, the Board is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

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

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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 responsible bid and best proposal received in accordance with the evaluation criteria stated below:

5.1.1 Cost..... 45%
5.1.2 Experience.....15%
5.1.3 Reliability.....15%
5.1.4 Expertise of Personnel.....10%
5.1.5 Operational Plan.....15%

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.

7) A bid bond in the amount of five percent (5%) of the regular route cost, for one year, must accompany bids. Bonds will be returned concurrent with the bid award selection.

8) The primary bid shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing vehicles.

9) Bidding is limited to Contractors with at least five (5) years of experience providing pupil transportation for school districts with similar size transportation operations and with demonstrated ability in starting up operations of this scope.

10) All figures given for passengers, routes, or lengths of routes are based on data available for the 2017-18 school year.

11) The minimum charge for regular routes will be for the 180 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.

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) Bidders must include with their bid an audited financial report for the three (3) most recent fiscal years. In addition, each bid shall also be accompanied by:

Initial Here: _____

A. A description of its present operations and a list of outstanding transportation contracts including the number of school buses used and the first year transportation service was furnished.

B. The corporate or individual history of the bidder.

C. A resume summarizing the experience and qualifications of the contract manager who will be primarily responsible for the 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.

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.

15) 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.

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

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

18) Contractor shall submit a description of the equipment, which he proposes to use in carrying out the contract prior to the beginning of the school term including year, model, capacity, and fuel type.

19) It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the

term of the contract, it shall be replaced by the Contractor without expense to the District and without claims for adjustment per diem, or per trip, compensation.

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20) The Contractor shall own all buses or vehicles provided under this contract.

21) 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.

GENERAL CONDITIONS TO BIDDERS

1) The Contractor must adhere to all laws of the State of Michigan and the Revised School Code, and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.

2) SUB-CONTRACTS
Contractors shall bid on all routes in connection with these specifications. It is unacceptable to either Board of Education for the company to sub-contract any portion of the routes to other contractors.

3) 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.

4) DETAIL SPECIFICATIONS
Detail specifications are found in the attached document stated in a proposed contract format.

5) PROJECT DESCRIPTION

The following information is a summary of the ***MOUNT CLEMENS COMMUNITY SCHOOL DISTRICT*** current pupil transportation program. Contractors are to base their cost projections on duplicating this service within the requirements of the RFP.

Initial Here: _____

INVITATION TO BID

Student Transportation

Regular Transportation Vehicle Type	Number of Vehicles	Number of Days per year	Number of hours per day (Garage to Garage)	Number of Miles per day (Garage to Garage)
88 Passenger	9	180	8 hours on average	20 miles per run
78 Passenger		180		
Special Needs Trans.	1	180	9 hours on average	90 miles per day
15 Passenger with _1__ wheel chair Positions		Same as above	8 hours on average	
Applied Technology	1	180	1 hour on average	
Sub Total	10	180	8 to 9 hours per day	20 to 90 miles per day
Sports / Activity Trips		Varies		
Grand Total	10	180	8 to 9 hours per day	20 to 114 miles per day

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INVITATION TO BID

Student Transportation

PRICING PAGE

CONTRACTOR: _____

DATE:_____

Regular Transportation Vehicle Type	Number of Vehicles	Number of Days per year	Cost per bus per day	Total cost per School year
88 Passenger				
Special Needs Trans.				
15 Passenger with __1__ wheel chair positions				
Applied Technology				
Sub Total				
Sports / Activity Trips				
Grand Total				

MAINTENANCE OF DISTRICT NON-STUDENT TRANSPORTATION VEHICLES

$_____ Labor per hour _____ minimum hours

$_____ Parts escalator

BUS AIDE

$_____ per hour _____ minimum hours

FIELD TRIPS – IN DISTRICT $_____per hour

FIELD TRIPS – OUT – OF – DISTRICT $_____per hour

Initial Here: _____

INVITATION TO BID
Student Transportation

BID SUBMITTAL INFORMATION AND VERIFICATION:

Submitted By: _____

DATE: _____

FIRM NAME: _____

ADDRESS: _____
_____

BY: _____

TITLE: _____

TELEPHONE: _____

1. **Policy/Legal Issues:**

   P.A.112 allows school districts to privatize support services, i.e. custodial, maintenance, food service and transportation

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CONTRACT AND LEASE/RENTAL AGREEMENT TO PROVIDE BUSES

AND

BUS TRANSPORTATION SERVICE TO

MOUNT CLEMENS COMMUNITY SCHOOL DISTRICT

(MTCPS)

THIS CONTRACT AND LEASE/RENTAL AGREEMENT (hereinafter interchangeably referenced collectively and/or individually as "Contract" or "Lease/Rental Agreement" and/or "Contract and/or Lease/Rental Agreement", made and entered into this _____ day of _____ 2018, effective July 1, 2018 thru June 30, 2021 by and between_____ _____hereinafter referred to as "Company"), and the (School district), (address) (hereinafter referred to as "District" or "Board").

WITNESSETH

WHEREAS, the District desires to provide bus transportation service for students and other individuals authorized by the District at various sites as the District sets, and

WHEREAS, the Company is willing to lease/rent to the District an existing bus fleet and/or buses yet to be acquired, and all personal property/equipment relating to the operation, maintenance, servicing, etc., of the buses, on the terms and conditions stated herein, and

WHEREAS, the Company, is willing to lease/rent such buses, radios and other related equipment/personal property to the District for the Bus Service (as defined herein) as desired by the District, for the consideration, and on the terms and conditions, stated herein

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Company and District hereby agree as follows:

1. **Definitions:**

a. "District" refers collectively and individually to the (School District), the (School District) Board of Education, its Superintendent, and his/her designee(s), the District Administration, employees and agents. The term "Board", when referenced herein shall have the same meaning as "District".

b. "Company" refers to _____, its officers, employees, and agents.

c. "Students" are defined as those persons eligible or authorized for transportation service provided herein.

d. "Bus Service" shall be defined as the Company's leasing/renting of buses, and related equipment and/or personal property necessary to operate buses, to the District, and the providing of bus transportation service for Students in accordance with all applicable federal and state laws, as well as applicable rules and regulations set forth by the Michigan Department of Education, or the Michigan State Board of Education as may be in effect from time to time.

2. **Service**:

Bus Service shall be provided throughout the term of this Contract. In addition, Company will require all employees to follow Board policies pertaining to student transportation, field trips, athletic contests and extra-curricular trips, plus the Board's administrative guidelines and/or practices pertaining to the reporting and handling of student discipline incidents. No persons other than Students, Supervisors, Company employees, District authorized volunteers, District employees, or drivers in training, are to ride the buses without the written approval of the District Superintendent or designee. Company will permit authorized District representative(s) to ride the buses on all routes for the purpose of determining bus stop, route scheduling, or parent/community complaints, the mechanical conditions and cleanliness of buses, driver evaluation, discipline, whether the schedules are being met, and similar such information.

3. **Lease/Rental of Buses and Bus Service**:

For the 2018-2019 through 2020-2021 school years, buses used will be [at a minimum] the number currently in service, which are 78 and 88 passenger and three special education lift buses; with newly purchased or replacement vehicles to have a capacity of 78 passenger, except for the special education lift buses, as supplied

by the Company. Said buses shall be Michigan certified school buses for District Bus Service. Company agrees that at the start of each year school, no full-size bus shall be older than ten (10) years old, and that mini-

buses shall be no older than six (6) years. The Company agrees to maintain an average age fleet of not greater than five and one-half (5½) years. All buses shall have "Mount Clemens Community School District" on the belt line.

The Company must furnish the District, at the beginning of each school year, the following information with respect to each bus leased/rented to the District:

a. Model
b. Year
c. Body type
d. Odometer reading

The District Superintendent or designee must also approve any changes in buses to be leased/rented to the District during a school year. All leased/rented buses shall be equipped with a two-way radio system capable of communication with the Board's current system at all day-to-day route points at no cost to the District. Company agrees that a Company contact person will be available to respond at all times while routes are being run. An adequate number of spare radios must be available so that no leased/rented bus is ever without a radio while transporting students. The Company shall be responsible for maintaining all radios installed on the leased/rented buses and the District's base unit. Company also agrees, at no additional cost to the District, where two-way communications is not possible, cellular telephones will be provided in lieu of two-way radio communication.

4. **Bus Purchase:**

In the event that this Contract and Lease/Rental Agreement is terminated, regardless of the reason, the District shall have the right to purchase or continue to lease, with option to purchase at end of lease, the buses which were owned by the Company and were in use during this Lease/Rental Agreement at the time of termination. Payment for purchase of the buses shall be due upon transfer of title to the District, which shall be no later than the termination of this or any successor/subsequent Contract and/or Lease/Rental Agreement. The value of these buses shall be determined by taking the Company's full acquisition cost for each bus (including sales tax, freight, and company pre-delivery cost) and reducing this cost by 8.5 % percent for each year it was owned by the Company or in operation.

5. **Maintenance:**

Company shall keep all buses and related equipment used in Bus Service under this Lease/Rental Agreement in reasonable condition, subject to normal wear and tear. The term "reasonable condition"

means, at a minimum, that every bus leased/rented to the District for the Bus Service under this Lease/Rental Agreement must pass any and all inspections and tests required by Michigan law and provided for by the Michigan State Police or other State agency. The District shall have the right, at any and all times, to inspect any equipment for purposes of assuring Company's compliance with the terms of this Section. The Company agrees that any buses leased/rented to the District for Bus Service transportation use shall be carefully inspected daily for defects (mandatory federal and/or state pre-trip inspection) and that it shall cause to be remedied any defects before using said buses.

In the event of a mechanical failure or breakdown of any bus leased/rented to the District for the Bus Service required hereunder, Company agrees that a spare bus and driver shall respond to the site of the breakdown, as quickly as possible, for transfer of students for delivery to their destination in accordance with this Contract and Lease/Rental Agreement. In order to assure compliance with this obligation, the Company shall maintain a spare bus factor of ten (10%) percent of dedicated route vehicles.

6. **Routing and Pick-Up:**

Company shall pick-up students identified by the District at any location and at times designated by the District to transport to the classes/facilities set by the District. Company shall transport designated students to such locations, arriving at times designated by the District and return them to their stops, over routes recommended by Company and approved by District. All pick-ups of students may be door-to-door or in groups as specified by District policy.

Subsequent to approval by the District of the Company's recommended routing plan, Company shall make no substantial changes thereto without prior notice to and approval of the District. After approval of recommended routing plan by District, Company shall notify each student prior to the start of each school year of the applicable pick-up times and shall notify each student as to any subsequent change in time of pick-up or route, as approved by District, which will affect any student.

The Company and the District shall mutually agree on a method of notification to parents and students of scheduled pick-up times prior to the start of each school year and the costs for notification shall be shared equally by the parties.

Company agrees to work in cooperation with the District to establish the most advantageous routing plan for the safety of students within the guidelines provided for in this Contract and Lease/Rental Agreement and Board policy. Company agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by guardians, family members, District staff, or other parties representing the interests of any students and notify District authorities. Company agrees to work with District designees regarding necessary Individual Education Plan (IEP) transportation requirements.

The Company agrees to maintain the current student data base contained in the computer routing system (Polyplot) used by the District for transportation service. The District shall be responsible for any Polyplot software upgrades to this system, if required.

7.**Drivers**:

Company shall provide drivers for the buses leased/rented to the District and used in providing the Bus Service who are qualified and competent both in the operation of the buses which they drive, and in dealing and handling students with whom they will interact. Company agrees that all drivers the Company provides will be CDL (commercial driver's license) qualified as required by law. Each driver shall have a certified safe driving record, and no felony conviction of any sort, whether or not associated with the operation of a motor vehicle. Company shall maintain copies of Secretary of State Abstracts, conviction record transcripts, and references on all drivers, all of which shall be made available to District upon request. Company agrees to provide pre-service training. This pre-service training must also include approximately twelve (12) hours of classroom instruction by a regional or local instructor from Company. All drivers shall receive at least four (4) hours of inservice training per year from Company.

The Company shall not provide any drivers under this Contract and Lease/Rental Agreement whom Company knows to have more than four (4) points currently on his/her driving record pursuant to the State of Michigan point system maintained by the Michigan Secretary of State. Company shall also not provide any drivers

under this Contract and Lease/Rental Agreement whom it knows, by complying with state law and this Contract, to have been convicted at anytime of driving under the influence of intoxicating liquor or an illegal substance. All drivers shall be carefully selected as to character and ability and must meet or pass all requirements and tests provided under Michigan or federal law and be tested pursuant to all tests permitted thereunder.

Company agrees that in recruiting drivers for new or open positions in the operation of the Contract, it will emphasize its efforts to recruit from the communities situated within the District. Further, that all applications, revelations, and references required and/or permitted by Michigan law will be provided to the District. In the event, that qualified and acceptable applicants are not forthcoming from the Districts' communities, then the Company may look outside those communities to fill vacant positions.

All drivers will receive all state mandated training, as well as, Company inservice training. The responsibility for hiring and discharging Company's personnel shall rest entirely upon the Company unless otherwise provided herein.

The Company shall furnish to the District the following information relative to each driver and that will be used and be responsible for keeping such information current:

a. Name of driver (last, first and middle initial)
b. Driver's address
c. Driver's driving permit and driver's license number
d. Bus Driver Certification
e. Normal routing assignment
f. Normal bus assignment

The Company shall conduct pre-employment and drug and alcohol testing of all safety- related employees as permitted or required by law. (Company) _____. will ensure that all drivers are insurable and remain insurable during their employ with the Company while providing service to the District under the terms and conditions of this agreement.

The authority and responsibility for hiring and discharging personnel in respect to the foregoing shall rest entirely upon the Company. The District may review all pre-employment and other records regarding any prospective or actual employee of the Company assigned to work under this agreement, and the District may also request orally or in writing the removal of any prospective or actual employee or subcontractor of the Company from working under this agreement. The Company must comply with any such request.

The Company shall also employ bus attendants, as required by the District, during the term of this contract. Pre-employment screening, as it applies to bus drivers, shall also apply to bus attendants. Applicable training costs of bus attendants shall be borne by the Company.

The Company agrees to reimburse the District for the cost of a criminal background check of applicants for the position of bus driver or, bus attendant using the Districts' finger printing procedures for new employees or for any such testing, screening or application processes which must be or are conducted by the District.

Each driver shall comply with District policies concerning student management and discipline including non-discrimination and corporal punishment of students.

7. **Management, Mechanic and Clerical Personnel**:

The Company will provide at all times during the term covered by this Contract, an on site, full-time, (40 hours per week), experienced manager, and at least one (1) corresponding administrative assistant or secretary, acceptable to the District and Company, who shall be responsible for the Company's performance of its obligations under this Contract and Lease/Rental Agreement. Full time means Monday through Friday, 6:15 a.m. to 4:45 p.m. with a non-service period for breaks and lunch to equal eight (8) hours per day [or such time ALL students are returned home safely]. The Company will provide, at all times covered by this contract, an on-site, full-time, lead certified mechanic and an on-site full-time certified mechanic, acceptable to the District and Company, who shall be responsible for the maintenance of all leased/rented buses used to fulfill the Company's bus service obligation to the District during the term of the contract. Full-time means Monday through Friday, forty (40) hours per week. At least one mechanic must be on duty when buses are in operation during the school day between 6:30 a.m. and 5:00 p.m. daily.

The Company's assigned manager shall have, or be in the process of obtaining, State of Michigan Transportation Supervisor Certification. The manager, the lead mechanic, and the mechanic(s) must hold and maintain a current CDL License and a current school bus driver certificate. It is understood that management, mechanic and clerical personnel will be taking annual vacations, not to conflict with District operations during the school year.

8. **Student Safety Program**:

Company agrees to provide student safety training to kindergarten through fourth graders on an annual basis. Such instruction will be coordinated with the District for location and time of assembly.

9. **Video Cameras:**

Company agrees to furnish each bus with boxes for video cameras. The District agrees to reimburse the Company for *50%* of the cost for each camera purchased or to purchase the cameras directly from a vendor and bill Company for its share.

10. **Insurance**:

The District shall provide liability insurance coverage for the initial claim of $5 million ($5,000,000) per occurrence, District shall name _____ as an additional insured and shall provide a certificate evidencing it. The Company shall provide liability insurance in the amount of $5 million *($5,000,000)* to be in excess of the District's liability policy and effective after the initial $5 million ($5,000,000) liability of the District is exhausted. Notification of change or cancellation and certification of the District's policy shall be subject to the same terms and conditions as the Company's notification, certification, and cancellation requirements listed in the succeeding paragraph. Company agrees that it shall carry standard public liability insurance with a responsible Company or Companies licensed to do business in Michigan with a minimum combined single limit of liability of five million dollars ($5,000,000) per accident, including bodily injury and property damage. Company shall furnish District with a certificate of insurance setting forth evidence of such coverage and such certificate shall evidence District's right to receive notice from the insurer in the event that such insurance shall be canceled or suspended. The policy shall set forth the District as an additional insured party. The Company agrees to indemnify, defend and hold harmless ***Mount Clemens Community School District*** and any and all board members of any kind, officers, employees, agents, volunteers, or assigns against all suits, actions, legal proceedings, claims and demands and against all damages, losses, costs, expenses and attorney fees, in any manner caused by, arising from, incident to, connected with or growing out of the contract or Company act, or omissions in its capacity as an employer.

The Company agrees to notify the District Superintendent or designee immediately of any claim arising pursuant to said policies. The Company shall cause the policy to include an endorsement to the effect that the policies shall not be canceled without thirty (30) days prior written notice to the District Superintendent or designee. In case of termination, the Company shall provide evidence of new insurance at the earliest possible date, but not later than ten (10) days prior to the termination of the original policy. A certificate of said Company must provide insurance before the effective date of this Contract and the beginning of each school fiscal year.

The Company will maintain policies of insurance covering Workers' Compensation as required by the laws of the State of Michigan, and it shall provide the District with proof of said coverage upon request.

11. **Lease/Rental Payments**:

The District shall make lease/rental payments on the first of each month for Bus Service provided during the previous month; Company will invoice the District on the first of each month for Bus Service provided during the previous month.

The District agrees to pay actual fuel costs associated with the Bus Service provided under this Contract and Lease/Rental Agreement while the District's underground storage tank is used. If the District and Company agree not to use the underground storage tank, then fuel costs (including applicable taxes) may be renegotiated.

The District reserves the right to increase the number of buses leased/rented from the Company at lease/rental rates specified in this Attachment A.

No leased/rented bus will be loaded with passengers such as to create overcrowding situations. In the event of a change in the needs of the District, decreasing the amount of daily Bus Service to be provided, then the lease/rental rates will be renegotiated downward.

Company shall be guaranteed a minimum of one hundred eighty-one (181) days of paid Bus Service each year or the number of days required by law. Company agrees to abide by the District's closing of schools, delay of schools and early dismissal of schools for weather-related calamity (ies). Lease/rental rates may be subject to renegotiation for a substantial increase in the Company's operating costs. No change in lease/rental rates shall occur without prior written agreement of the parties. If no agreement is reached, then the Company may terminate this Contract and Lease/Rental Agreement upon sixty (60) days written notice.

It is understood that all lease/rental rates are based upon operational information provided in writing by the District. Should such information be incorrect, Company may renegotiate its lease/rental rates. If renegotiations do not result in an agreement as to such lease/rental rates, the Company may terminate this Contract with ninety (90) days written notice to the District Superintendent.

12. **Field Trip and Non Regular Route Transportation Rates**:

See Attachment A for rates, which are effective for the (2018-19, 2019-20, 2020-2021), school **fiscal** years. Company shall provide drivers and shall lease/rent buses for Districts' scheduled field trips, athletic events, and extra-curricular trips. The District shall give the Company three (3) days prior notice, whenever possible, of any scheduled field trip, identifying the destination and number of leased/rented buses required. The District reserves the right to lease other vehicles to transport pupils and athletic teams for field trips and other special events, at the District's direction.

13. **Term:**

This Contract and Lease/Rental Agreement shall become effective ***July 01, 2018***, and shall relate to the provision of Bus Service from ***July 01, 2018*** until ***June 01, 2021***. This Contract and Lease/Rental

Agreement may be renewed for two one-year renewal periods upon mutual agreement of Company and District, in accordance with the terms contained herein.

14. **Termination:**

If the District believes the Company is not providing the Bus Service and lease/rental of buses consistent with the terms of this Contract and Lease/Rental Agreement, it shall notify the Company in writing citing all Bus Service breaches. The Company shall have thirty (30) days to remedy any non-emergency cited breaches. If Company fails to remedy the cited breaches to the satisfaction of the District; the District may terminate this Contract and Lease/Rental Agreement upon thirty (30) days written notice.

15. **Company's Representations**:

The Company 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 this Contract and in particular any such laws pertaining to safety.

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

16. **Non-Appropriation of Funds**:

The District represents (1) that it has adequate funds to meet its obligations under this Contract and Lease/Rental Agreement during the 2018-19 fiscal year, (2) that it intends to maintain this Contract and Lease/Rental Agreement from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriation that the availability of funds is contingent upon varied sources. If the District determines, in its discretion, that it lacks adequate funds to pay part or all of the lease/rental payments for the Bus Service (including, but not limited to a reduction in Bus Service) described in this Contract and Lease/Rental Agreement, then the obligations under this Contract and Lease/Rental Agreement are suspended in part, or entirely, as of the date the funding expires. The suspended obligations will become binding and enforceable from the date adequate funding is restored regardless of the source. In the event that any of the obligations under this Contract and Lease/Rental Agreement are suspended, the term of this Contract and Lease/Rental Agreement shall automatically be extended by the number of days for which obligations were automatically suspended under this Section.

17. **Change of Law**:

Notwithstanding anything else in this Contract to the contrary, in the event any federal, state, local or other governmental body's statutes, laws, rules or regulations are changed, enacted/promulgated, or in the event there are other material changes in the requirements of the Board (such as major enrollment changes

or additions of special needs or physically handicapped children, which require added transportation equipment), and the impact of such changes materially impacts the methods and/or costs of the Company in connection with providing the Bus Service hereunder, then, in that event, upon written notice to the District Superintendent, Company may request a renegotiation of this Contract. Such renegotiation shall include, but not be limited to, the lease/rental rates, the payment schedule, duration of the Contract and levels of service. The Company and the District representatives agree to negotiate in good faith and with due dispatch. Any modifications to this Contract resulting from such negotiation(s) shall become effective only as of the beginning of the next anniversary date of the Contract after such written notice is given by the Company. In the event the Company and the District are unable to reach a satisfactory Contract within sixty (60) days after such written request, Company shall have the right to cancel this Contract by written notice to the District Superintendent, on or before the next anniversary date, whereupon, effective on such next anniversary date, this Contract shall be null and void.

18. **Severability:**

In the event any provision(s) of this Contract shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remaining provisions of this Contract and this Contract shall be construed and enforced as if said illegal or invalid provision(s) had never been inserted herein.

Company is an equal opportunity employer. Company takes affirmative action in order to ensure that equal employment opportunities are available to all. Company hires and retains without regard to race, religion, color, sex, age, marital status, sexual orientation, ethnic background, national origin, handicap or disability.

Company's policy is to recruit and select applicants for employment solely on the basis of their qualifications. The Company's decision to employ is based, first, on whether any positions are available; and, second, on which applicant best meets the requirements of the open position.

19. **Company Not an Agent:**

The Company acknowledges that it is not a representative, official agent, partner, or employee of the District, but rather is an independent Lessor/Retailer, for leasing/renting buses, personnel, all personal property/equipment relating to the operation, maintenance, and servicing, etc, of the buses, for the bus transportation services described herein for the District.

20. **Assignment:**

This Contract shall not be assigned, nor subcontracted, in whole or in part, without the prior written consent of the District, but in no case shall such consent change the terms of the Contract.

21. **Entire Contract:**

This Instrument contains the entire Contract and Lease/Rental Agreement entered into between the parties hereto, its terms may not be modified except in writing signed by the Company and the District. This

Contract and Lease/Rental Agreement supersedes and takes the place of all prior contracts, lease/rental agreements and/or understandings, whether written or oral, between District and Company. In the event that any provision contained in this agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of the agreement shall not, at the election of the party for whose benefit the provision exists, be in any way impaired.

22. **Insolvency**:

In the event, the Company becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then at the District's option; this agreement may be immediately terminated.

23. **Miscellaneous Provisions:**

The parties hereto agree as follows:

- There shall not be any smoking permitted on any District owned or leased/rented vehicle at any time under any circumstances.
- The vehicles leased/rented pursuant to this agreement are for the Districts' exclusive use and no other use is permitted unless authorized or agreed upon by the District in writing.
- The Company shall pay all costs and expenses attributable to any citations or moving violations issued to any bus or bus driver while in operation, as permitted hereunder.
- To the extent required, Company shall comply with any minimum wage laws.

This Contract and Lease/Rental Agreement consists of _____(__) typewritten pages. The terms and obligations of this Contract and Lease/Rental Agreement shall become effective on ***July 01, 2018.***

IN WITNESS WHEREOF, the Board and Company have hereunto set their hands, this _____ day of _____, 2018.

MOUNT CLEMENS COMMUNITY SCHOOLS

_____

Board President

_____

Superintendent

Company_____

_____

Name_____

Title_____

_____

Name_____

Title_____

Attachment A

Route Rate:

$_____ Rate includes: (quantity) a.m./p.m. high/middle school routes (8 routes)

$_____ Elementary routes, (8 routes)

$_____ Mid-day routes, (quantity) Applied Tech routes, (1 route)

$_____ Special Ed. Routes in the (year) school year.

Routes run 181 days.

If the daily schedule increases or decreases in a manner requiring the contractor to utilize more or less than 8 daily route vehicles, then the contractor will adjust upward or downward the daily price of $_____per vehicle of the applicable school year, up to 4 vehicles. Any adjustments of more than four (4) vehicles will be subject to negotiation.

Additional mid-day, Applied Tech or Special Ed. Routes **$_____ per bus per trip.**

Bus Attendant Rate:
Company shall receive from District **$_____ per hour**

Annual adjustments to the daily rate and attendant rate from base fee of this contract will be effective July 1, 2018. The annual base fee will be adjusted by the lesser of the average of the annual percentage changes in (May's) Consumer Price Index for the previous 12 months as published by the U.S. Department of Labor of Urban Wage Earner and Clerical Workers, 1982-84 - U. S. cities, or 3%. The new rate will begin on the first day of July of each year.

Field Trip and Non Regular Route Transportation Rates:

$_____ per hour in-District will also reimburse the Company for

$_____ for the cost of any permits, tolls or parking fees.

$_____ per hour for out of District trips. 1 hour minimum.

INVITATION TO BID

Student Transportation

Rates will remain the same for the duration of this contract.

Mount Clemens Community School District

_____
Board President

_____
Superintendent

Company _____

Name _____

Title_____

Name _____

Title_____

ATTACHMENT B
CONTINGENCY PLAN

It is agreed that the transportation of students is an unusual and specialized function. It is the essence of the Lease/Rental Agreement between the ***Mount Clemens Community School District*** and _____ that students be transported to and from school regularly, promptly, safely and without interruption or incident and that the interest of the students in such transportation shall take precedence over the interests of either the Company and its drivers or the District. It shall be the primary obligation of the Company to operate its affairs so that the District will be assured of continuous reliable and safe service.

It is recognized that this contingency plan is attempted to address events outside of the reasonable control of (Company)_____ (e.g. acts of God, fire, riot, labor disputes), or any other similar condition. In the event it becomes necessary to implement this Contingency Plan the following actions will occur.

1. The Local Manager will immediately report the urgency to implement this plan to the Area Manager. The Area Manager will promptly notify District Officials and the _____ Area General Manager.
2. Company officials will meet daily or, as needed, with District representatives to provide a daily operational status report. The District and the Company will issue joint statements to the news media serving the ***Mount Clemens Community***. The Press Briefings shall be at designated times and (Company)_____ representatives will jointly prepare the written statements to be provided to the news media.
3. In the event of fire to vehicles, the Local Manager shall make identification of the number of replacement vehicles. Spare vehicles from the ten percent (10%) spare bus pool shall be used first. The Company will assign replacement vehicles to the branch to provide a spare fleet replacement level of ten (10%.) In the event the need for vehicles is greater than the maintained spare factor, the Company shall make every reasonable effort to reassign Company owned assets from other Michigan locations. Should the fleet exceed the resources available in the state the Company will identify vehicles outside of the state, that could be converted over to comply with Michigan School Bus Standards. Those vehicles prior to being placed into service must be inspected by the Michigan State Police. The Company will use whatever other resources it has or can make available to bring the fleet back to full complement as contained in the agreement between the parties.
4. In the event of structure fire, the District and Company will assess the viability of continuing to operate from the site. Should a temporary operating location become necessary, the Company and District will work together to select a temporary site. The Company will dispatch the Area Director of Maintenance and other key personnel, as needed to the site.
5. In the event of labor disputes, it is understood that the Company will have made and will continue to negotiate in good faith with the recognized bargaining agent. All appropriate Company personnel will be involved in bringing successful closure to the labor issue. All necessary Company personnel will be involved including the Area

6. General Manager, Area Director of Safety, and other appropriate Human Resource Personnel.
7. (Company) _____ Operational and Supervisory personnel in the Michigan area that possess the required vehicle operator and school bus driver permits shall be made available to assist in the operation of vehicles to provide service to the District. The Company will identify from its' other Michigan locations individuals that will operate vehicles to fill the local vacancies.
8. The District and Company shall work together in designating temporary bus stop locations, if necessary, to maintain service levels to the District.

SCHEDULE A
FLEET LIST
Location - Vehicle Assets

Total Vehicle Asset Cost	**$**	

SCHEDULE B SHOP EQUIPMENT

ASSET#	DESCRIPTION	Net book value

Transportation\contract