

NOTICE OF PROPOSAL SOLICITATION FOR STUDENT TRANSPORTATION SERVICES

Notice Date: April 16, 2024

Sealed proposals will be accepted by the Muskegon Public Schools (“District”) Board of Education (“Board”) for student transportation services in accordance with the attached Request for Proposals (“RFP”). For those interested in submitting a proposal:

1. Proposals must be received on or before 1:00 p.m. on May 3, 2024, at the office of the District Superintendent, Matthew T. Cortez, which is located at 1458 5th Street, Muskegon, Michigan 49441.
2. Proposal envelopes should be sealed and marked **“Proposal – Student Transportation Services.”**
3. A pre-proposal meeting will be held on April 25, 2024, at the District Operations Director’s Office at 1800 E. Laketon Ave, Muskegon, Michigan at 9:00 a.m.
4. The Board expressly reserves the right to (a) reject any or all proposals, (b) extend the proposal deadline, (c) allow supplemental proposals, (d) negotiate with any or all proposers, and (e) accept the proposal which the Board, in its sole discretion, determines best serves the interests of the District.
5. A Transportation Services Contract is attached to the RFP as Attachment E (“Contract”). By submitting a proposal, the proposer agrees to the Contract terms, except and only to the extent the proposer objects in its proposal to one or more specific Contract provisions and attaches proposed alternative language to the proposal. Absent such an objection and proposed alternative language, if the proposal is accepted by the Board, the District will update the Contract with the proposer’s name, contact information, and pricing, and the proposer shall sign that Contract within 7 days from the date that the Board accepts the proposer’s proposal.

MUSKEGON PUBLIC SCHOOLS

**REQUEST FOR PROPOSALS
FOR GENERAL AND SPECIAL EDUCATION
STUDENT TRANSPORTATION**

COMMENCING FOR 2024-2025 SCHOOL YEAR

April 16, 2024

I. Introduction

Muskegon Public Schools (“District”) is located in Muskegon County, Michigan, encompassing approximately 17.265 square miles. A map of the District is in Attachment C.

The District currently consists of seven schools: (1) Bunker Elementary (2312 Denmark Street, Muskegon), (2) Marquette Elementary (480 Bennett, Muskegon), (3) Oakview Elementary (1420 Madison St, Muskegon), (4) Charles Hackley Middle School (1700 Clinton St, Muskegon), (5) Muskegon High School (80 W. Southern Avenue, Muskegon), (6) Muskegon Community Education Center (1826 Hoyt St, Muskegon), and (7) Glenside Elementary (TWI) (1213 W. Hackley Avenue, Muskegon).

The District is requesting proposals for all of its student transportation needs, including student transportation to and from school, student transportation between District buildings, and supplementary transportation, including for field trips and extra-curricular activities.

The following information contains estimates as of the date of this Request for Proposals (“RFP”) and should be used as a general guide to the proposer for determining rates and prices.

- 2023-2024 District Student Enrollment: 3215
- 2023-2024 Student Enrollment by School Building:
 - Bunker Elementary: 441
 - Marquette Elementary: 310
 - Oakview Elementary: 419
 - Charles Hackley Middle School: 710
 - Muskegon High School:994
 - Muskegon Community Education Center: 112
 - Glenside Elementary (TWI): 186
- 2023-2024 Total Students Transported Daily to and from School: 1972
- 2023-2024 Total Students Transported Daily Between District Buildings: 100
- 2024-2025 Anticipated District Student Enrollment: 3165

II. Term and Pricing

The District is requesting proposals for a 3 year Contract with two (2) optional extensions of one-year each. The Contract may be extended upon such terms as the parties may agree in writing. A proposal must include total costs per contract year for the Services (as defined in the Contract) as follows:

- 2024 – 2025 _____ (Base Annual Cost)
- 2025 – 2026 _____% Increase
- 2026 – 2027 _____% Increase
- 2027 – 2028 _____% Increase (optional)
- 2028 – 2029 _____% Increase (optional)

Transportation for field trips and extra-curricular activities within Muskegon County shall be included in the base annual cost. Please list the cost for this service as a subcategory of the base annual cost in the proposal.

To the extent permitted by law, Contractor shall provide transportation to all field trips and extra-curricular events farther than 80 miles from the District by a motor bus. Please list the cost for this service in the proposal for District approval or denial. Please also provide the cost of transportation by school bus for field trips and extra-curricular activities outside of Muskegon County that are 80 miles or less from the District.

The Services include providing bus aides. Please list the cost per bus aide.

The Services include, as part of the base annual cost, maintaining District vehicles according to their maintenance schedules and in a safe condition. Please list the cost for this service as a subcategory of the base annual cost in the proposal. The District's vehicle fleet currently consists of the following vehicles:

III. Definitions

- A. Addenda: Communications issued by the District prior to the proposal deadline which modify or interpret the RFP by addition, deletion, clarification, or correction.
- B. Proposer: One who submits a proposal in response to this RFP.

IV. Instructions

In order to be considered, a proposal must be received on or before 1:00 p.m. on May 3, 2024, at the office of the District Superintendent, Matthew T. Cortez, which is located at 1458 5th Street, Muskegon, Michigan 49441. The Board may elect not to consider a Proposal received after that deadline.

By submitting a proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with any person, firm, or company making a proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

In addition to other RFP requirements, the Proposer shall submit with its proposal a completed:

- A. Familial Relationship Disclosure in Attachment A,
- B. Iran Economic Sanctions Act Certification in Attachment B, and
- C. Questionnaire in Attachment D.

V. Selection Time Line and Criteria

The RFP shall be considered on the following schedule:

- RPF Release: April 16, 2024
- Pre-proposal Meeting: April 25, 2024 at 9:00 a.m.
- Proposals Due: May 3, 2024 at 1:00 p.m.
- Proposer Interviews: May 3 to May 17, 2024
- Proposal Selection: May 20, 2024
- Contract Finalized: May or June Board Meeting
- Service Commencement: July 1, 2024

The District reserves the right, in its sole discretion, to change or eliminate any or all portions of the above-identified selection timeline as it determines to be in its best interest, with or without notice to Proposers.

VI. Release of Claims

By submitting a proposal, each Proposer releases the District from all claims in any way relating to the RFP and the selection of a contractor.

VII. Bonding and Proposal Security

Each Proposal must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the first full year's proposed base annual cost as a guarantee of the Proposer's good faith. The bid bond shall be from a surety licensed to do business in Michigan. In the event a certified check is submitted, it shall be made payable to "Muskegon Public Schools," and the District shall not be liable for any interest earned thereon. The security, in whatever form, shall be forfeited in its entirety as liquidated damages, and not as a penalty, if the Proposer withdraws its proposal after the due date for submission of proposals or, upon acceptance of its proposal by the District, if Proposer fails to perform services or to execute the Contract within fourteen (14) days of an award to Proposer. Good faith deposits will be mailed back to all Proposers whose proposals have not been accepted to the last mailing address on file with the District within a reasonable time after the award to the successful Proposer.

VIII. Contract

A contract associated with any proposal (including the contract in Attachment E) shall not be considered valid and binding upon the District until: (i) negotiations with the selected Proposer have concluded, and (ii) the final proposed contract is ratified by the District's Board of Education and the ratification is reflected in Board meeting minutes or a Board resolution.

IX. Requests for Clarification

Prospective Proposers may request that information in the RFP be clarified. All such requests should be made in writing to the District Operations Director, John Snyder, at jsnyder@mpsk12.net. A written response to all written requests for clarification ("Addendum"), will generally be made within ten (10) calendar days after the receipt of such requests. No requests for clarification will be accepted after the close of business on May 1, 2024. The written responses

to any requests for clarification will be provided to all prospective Proposers who are on record with the District as having received an RFP.

X. Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on April 25, 2024 at 9:00 a.m. at the District Operations Director's office, located at 1800 E. Laketon Avenue, Muskegon, Michigan. The purpose of the meeting is to allow an opportunity for RFP questions and answers.

XI. Proposals

- A. All prices quoted in a proposal must be firm for a period of 180 days from the proposal deadline date. If awarded a contract, the prices will then be firm for the duration of the contract, subject to terms in that contract.
- B. All prices must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted and initialed by the person signing the proposal. Also, corrections made with correction tape or fluid are to be initialed.
- C. It is the intent of the District to award the contract, if any, after a reasonable proposal evaluation period to the best Proposer, as determined by the District. The District reserves the right to accept or reject any or all proposals. The District also reserves the right to award partial bids and is also not bound to accept the lowest priced proposal.
- D. Proposer shall submit 3 paper copies and 1 electronic copy of its proposal on a USB flash-drive, in an Adobe Acrobat pdf format.
- E. The proposal shall include a cover letter and a brief executive summary with the proposal, and each proposal copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A proposal submitted by an agent shall have a certificate of authorization or a board resolution attached certifying the agent's authority to bind the Proposer in contract.
- F. The proposal, the proposal security, and any supporting data required to be submitted with the Proposal shall be enclosed in the same sealed envelope, identified as: "**Proposal – Student Transportation Services**" on the face of the sealed envelope.

The proposal shall include pricing for the transportation service specified in this RFP in annual figures utilizing the format provided in RFP Section II. The Proposer shall include the pricing methodology in the proposal. Alternative pricing methods may be considered.

Oral, telephonic, telegraphic, and fax proposals are invalid.

- G. By submitting a proposal, the Proposer's representative attests that:
 - i. The Proposer understands the RFP in its entirety, including all Addendums.

ii. The Proposer is familiar with the local conditions (e.g., roads, weather, and neighborhoods) under which the transportation services will be performed.

iii. Proposer's pricing is for all of the District's student transportation needs.

H. Each Proposer shall submit as part of the proposal a statement of the Proposer's qualifications.

I. The District may conduct post-proposal negotiations after reviewing submitted Proposals.

J. Proposal Consideration

i. Rejection of Proposals and Waiver of Technicalities or Informalities

The District reserves the right to reject any and all Proposals and to waive all informalities and technicalities where the best interest of the District may be served including the right to award a Contract without a further discussion or negotiation with anyone proposing these services. Because of the complicated nature of delivering safe, reliable, timely, and efficient student transportation services, the lowest cost proposal may not be evaluated to be the best proposal.

ii. Modification or Withdrawal of Proposal

A Proposal may not be modified, withdrawn, or canceled by the Proposer after the proposal deadline date/time.

Prior to the proposal deadline date/time, proposals submitted early may be modified or withdrawn only by written notice to the District before the proposal deadline date/time. To be effective, such notice must be signed by the Proposer and received by the District at the District Superintendent's Office (1458 5th Street, Muskegon, Michigan) prior to the proposal deadline date/time.

iii. Addenda

Each Proposer shall ascertain prior to submitting a proposal that the Proposer received all issued Addenda.

XII. References

Proposer shall provide a list containing names, addresses, and phone numbers of school administrators who have worked with Proposer for transportation services.

ATTACHMENT A – FAMILIAL DISCLOSURE FORM

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:
(insert name of affiant)

1. I am a/the:

- President
- Vice-President
- Chief Executive Officer
- Member
- Partner
- Owner
- Other (please specify) _____

of [insert name of contractor], a bidder for transportation services for Muskegon Public Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district’s superintendent and board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the transportation services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 20__

(signature)

(printed)

Notary Community, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

ATTACHMENT B – IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the _____ [title] of _____ [proposer name], or I am bidding in my individual capacity (“Bidder”), with authority to submit a binding bid for the provision of transportation services to Muskegon Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. (“Act”). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

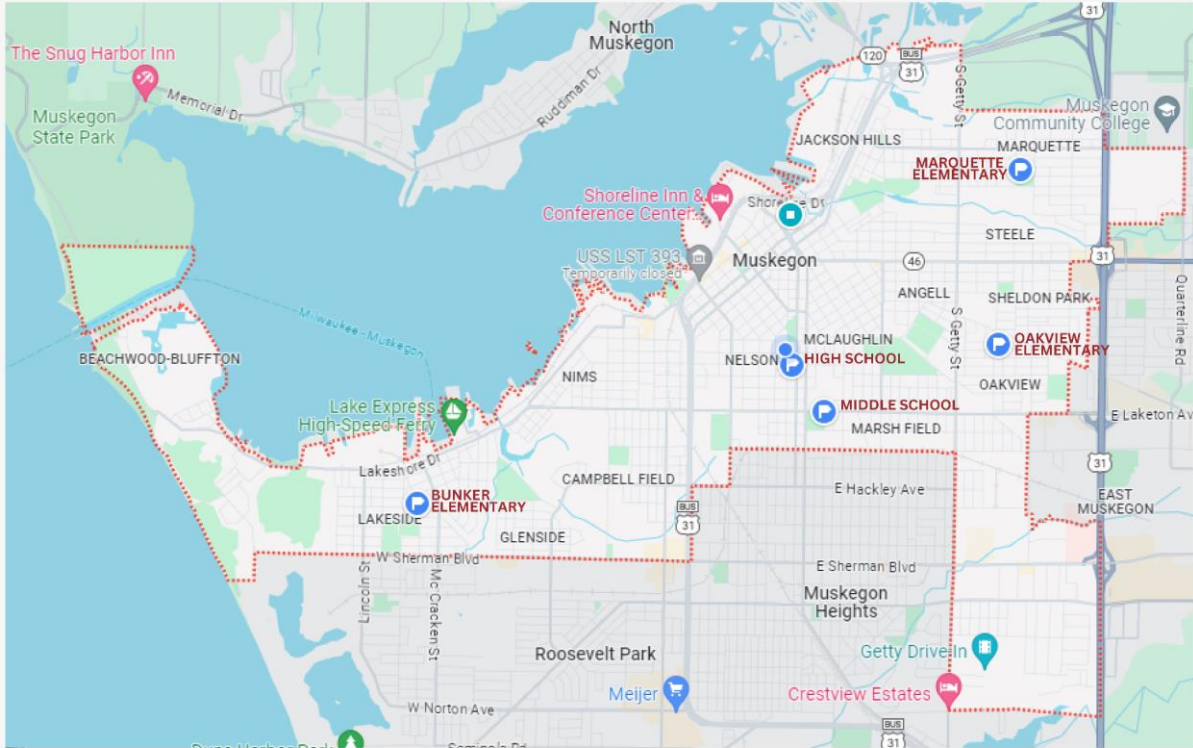
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ATTACHMENT C
MUSKEGON PUBLIC SCHOOLS MAP

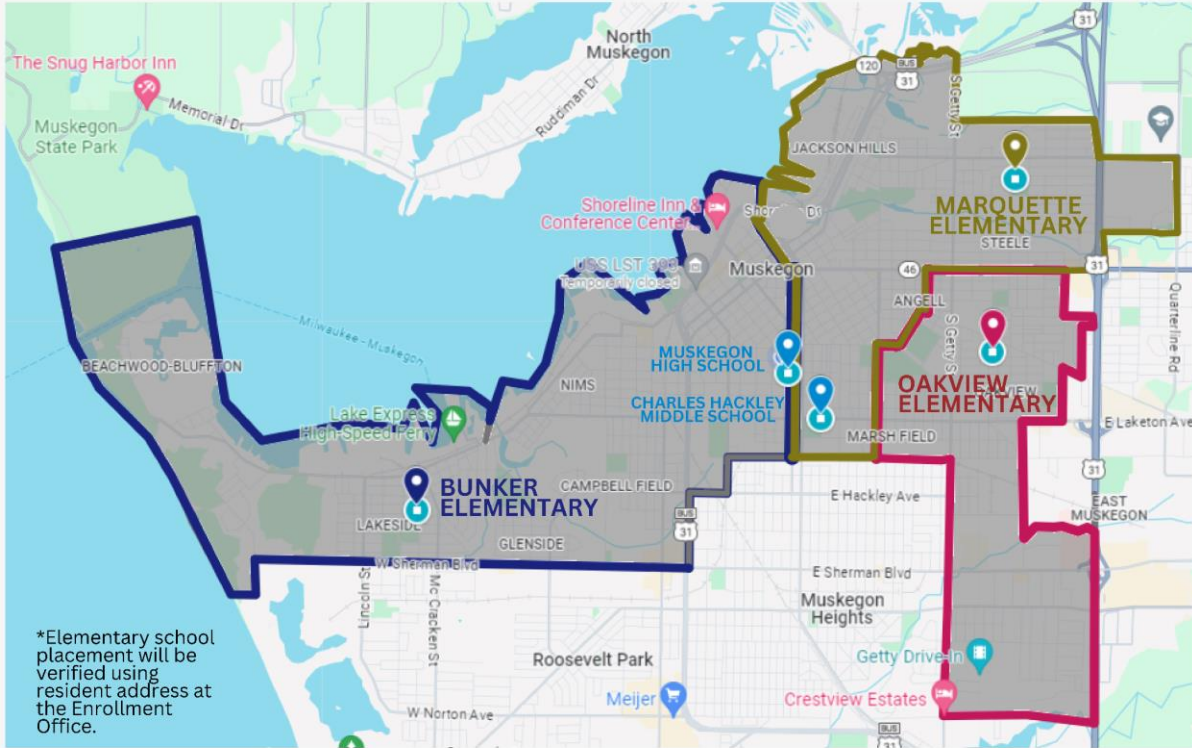


Strong Schools, Stronger Communities

MUSKEGON PUBLIC SCHOOLS DISTRICT BOUNDARIES



MPS ELEMENTARY SCHOOL BOUNDARIES*



*Elementary school placement will be verified using resident address at the Enrollment Office.

ATTACHMENT D
PROPOSER QUESTIONNAIRE

To The Proposer:

The following questionnaire is intended to assist Muskegon Public Schools in evaluating your RFP response. The information provided will be used to evaluate your qualifications to perform the District's transportation services. The questionnaire shall be filled out accurately and completely and submitted with your proposal.

When completed, this questionnaire and the responses contained within it shall be considered part of the proposal.

DESCRIPTION OF PROPOSER'S ORGANIZATION

A. FIRM

Firm Name:

Address:

Telephone:

Webpage:

B. TYPE OF ORGANIZATION

Corporation (List officers and positions):

State in which incorporated:

Subsidiary (Give name and address of Parent Corporation):

Is your firm or a parent firm Community held? Yes / No

If not, what private individuals own your firm? Who are the general partners?

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing student transportation services under a contract with a school district or intermediate school district?

Yes / No Number of years in business?

Number of school districts served in of Michigan?

Number of school districts served outside of Michigan?

2. Please provide a listing of customers currently being served by your company that are of equal student size to Muskegon Public Schools. For each of these schools please submit the name and phone number of a contact person who has immediate knowledge of your service and performance results.

D. MANAGEMENT

1. Please provide the name(s) of those persons within your firm who would have immediate authority over personnel. In addition, list key staff members who may play an advisory role to the District's Pupil Transportation Manager in the areas of: 1) Operations; 2) Training and Personnel; 3) Safety; and 4) Maintenance. Please provide the following information for each of these persons:

- Name and educational qualifications:
- Tenure with your firm in years:
- Experience in related position within your firm or with other firms in years:
- Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities, and the dates in which the position was held:

2. What type of training do you customarily provide to your customer's local office staff?

E. DRIVER PERSONNEL

1. How does your firm recruit drivers?

2. What methods do you use to screen and select drivers from among the applicants?

3. What criteria or standards do you use and for what reasons might you reject an applicant?

4. Do you require all employees to be drug tested? Explain.

5. Do you check driver applicant references?

6. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

7. Are the official driving records of all your applicant drivers evaluated during the selection process?

8. What is the current rate of annual turnover among drivers your firm employs?

9. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the following:

- Length of the program:
 - Number of hours in classroom:
 - Number of hours behind-the-wheel:
 - Describe the components of the program and the number of hours devoted to each component.
 - Length of time to complete your training program (hours, days, months).
10. What qualifications do your driver trainers have?
11. Please describe the student management training your drivers receive.
12. Describe your In-Service driver training and re-training program. Please provide the outline or course of study.
13. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: safety, absences, tardiness, on-time route performance, unrestricted license, tenure on the job, and complaints?

F. TERMINAL STAFFING

Please describe the proposed staffing levels for the proposed services. Describe position title/duties, number of staff members in each position, etc.

G. SAFETY PROGRAM AND ACTIVITIES

1. Please describe your established, continuing safety program (the operation, contents, and requirements of the program). Include the number of hours per year required per employee.
2. How often are safety meetings held? Please explain some of the topics covered.
3. Describe any established safety organization activities in which your organization or its key personnel participate.
4. What have been the school bus accident rates for school buses operated by your firm in each of the three most recent academic years?

H. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

1. Describe your scheduled preventive maintenance program for school bus fleets which your firm manages. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each school bus actually receives preventive maintenance within the scheduled interval.
2. Other than the daily pre-trip inspection by the driver what other methods of identifying defects in buses do you utilize?
3. What oversight systems do you have in place to ensure that serious safety-related defects are identified before a bus transports students?
4. How do you ensure that identified defects are corrected in a logical order and within a reasonable time?
5. Identify your manpower or mechanic allotment schedule (number of buses per mechanic, etc.)
6. What qualifications and experience requirements do you have for your mechanical personnel?

I. LOSS RATIO DATA

Please provide your accident loss ratio and workers' compensation loss ratio for the past three years.

J. FINANCIAL AND CREDIT DATA

Please submit credit references or a Dun & Bradstreet profile on your company.

K. IMPLEMENTATION PLAN

Please provide a plan and schedule for implementing transportation services should your firm be selected as the successful bidder. Your time schedule and plan should address:

- Ordering / delivery of school buses
- Securing a bus facility/terminal
- Establishing support services for maintenance, fuel storage, employee interviews and training
- Recruitment / relocation of management and supervisory personnel
- Selection and training of drivers
- Employee orientation

L. CASH DISCOUNT

Please provide terms and conditions for any discount for payments made by the District within ten (10) business days of invoice receipt.

M. OTHER INFORMATION

1. Do you survey your customers, parents, and/or employees? If so, please describe your survey process and what your company does with the final results.
2. How does/will your company handle unemployment compensation during winter break, spring break, and summer time for drivers and other staff that are not used during these periods?

Proposer Name: _____

Authorized Representative Signature: _____

Authorized Representative Printed Name: _____

Date: _____

ATTACHMENT E

TRANSPORTATION SERVICES CONTRACT

This Transportation Services Contract (“Contract”) is made as of the date of the last signature below (“Effective Date”) by and between Muskegon Public Schools, a Michigan general powers school district organized and operating pursuant to the Michigan Revised School Code, MCL 380.1 et seq., whose address is 1458 5th Street, Muskegon, Michigan 49441 (“District”) and _____, a _____, whose address is _____ (“Contractor”) (the District and the Contractor each a “Party” and collectively the “Parties”).

Whereas:

- A. The District has the powers, authority, and duties established in the Michigan Revised School Code, including the authority to engage independent contractors,
- B. The District is engaged in providing public educational services and programs and desires to engage Contractor to provide transportation services in connection with the District’s educational programming and service delivery, and
- C. Contractor has the expertise, training, capacity, and qualifications to perform the services contemplated under this Contract.

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

Article I: Proposal and Term

1.1. Proposal. The Parties acknowledge and agree that the “Request for Proposals for General and Special Education Student Transportation” dated April 16, 2024 including all addenda and official written responses to questions thereto (collectively, the “RFP”) and Contractor’s proposal in response to the RFP (“Proposal”) are incorporated by reference. In the event of any inconsistency or ambiguity between this document, the RFP, and the Proposal, the terms most beneficial to the District, as determined in the District’s sole discretion, shall govern. Unless otherwise stated, subsequent references to the “Contract” shall include this document together with the RFP and the Proposal.

1.2. Term. The initial term of this Contract shall commence on the Effective Date and shall continue through June 30, 2027, subject to the terms of this Contract. The Contract may be extended, in the District’s sole and absolute discretion, on a yearly basis, for up to two (2) additional years (the Initial Term and any subsequent extension, the “Term”). For purposes of this Contract, “Contract Year” shall mean (i) in the first year, the time frame from the Effective Date to June 30, 2025, and (ii) each year thereafter, the one-year period commencing July 1 and ending the following June 30 during the term.

Article II: Services

2.1 Services. Starting on July 1, 2024 and continuing throughout the Term, Contractor shall provide transportation services to the District as specified in this Contract and as otherwise requested by the District, including transportation (1) on each school day of District general and special education students from home to school, from school to home, and from building to building, and (2) on days requested by the District for field trips and extra-curricular activities within Muskegon County.

2.1.1 Contractor shall further provide the District with supplemental transportation services requested by the District (“Supplemental Transportation”), such as transportation for out of County field trips and extra-curricular activities (all the Contractor’s obligations under the Contract, the “Services”).

2.1.2 Except as specified in Section 2.1.3 below, Contractor shall provide all transportation Services using a Contractor “school bus” as that term is defined in MCL 257.1807(1) (“School Bus”).

2.1.3 To the extent permitted by law, Contractor shall provide transportation to all extra-curricular events farther than 80 miles from the District by a Contractor motor bus.

2.1.4 Contractor shall maintain each District vehicle in accordance with that vehicle’s maintenance schedule and in a safe condition.

2.2 Service Provision. Contractor shall provide the Services to the District using the Contractor’s employees. Contractor shall ensure that all its employees meet all federal, State, and local requirements, including for student transportation. The District expressly retains the right to contract separately with other entities or people for the Services or to provide Services through its own employees.

2.3 Conversion. Within 15 days of the Effective Date, Contractor shall provide the District with a proposed transition plan for smoothly shifting the District’s transportation services away from the District’s current transportation provider and to the Contractor. The Contractor shall incorporate any changes to that plan reasonably requested by the District, and the Contractor shall ensure services are transitioned in accordance with that plan.

Article III: Routing, Scheduling, and Stops

3.1 Routes, Schedules, and Stops. At least 30 days before each District school year and summer session, Contractor shall submit to the District all proposed transportation Service routes, stops, and schedules for that school year or summer session (as applicable), which routes, stops, and schedules Contractor shall ensure are in compliance with applicable legal requirements and the requirements below (“Yearly Proposal”). Contractor shall establish routes, stops, and schedules for the safety and convenience of passengers, and at a minimum so as to (1) deliver students to their destination at least 10 minutes prior to the scheduled arrival time, but in no event shall students be delivered more than 20 minutes prior to their scheduled arrival time, and (2) return

students to their respective stops not more than 15 minutes from the scheduled arrival time. Contractor shall ensure no student is on a School Bus for more than 60 minutes per trip.

Within 10 days of receiving a Yearly Proposal, the District shall have the right to notify Contractor of adjustments to routes, stops, and schedules, which adjustments Contractor shall implement. If the District fails to timely submit such a notification, the Yearly Proposal shall be deemed acceptable, and the Contractor shall provide Services in conformance with that Yearly Proposal unless otherwise agreed to in writing by the District. Notwithstanding the preceding sentence, the District shall have the right to adjust routes, stops, and schedules at any time by providing at least a 24-hour advanced notice to Contractor, and Contractor shall provide the Services pursuant to such adjusted routes, stops, and schedules. Contractor shall ensure that routes, stops, and schedules conform with all District Individualized Education Programs (“IEPs”).

3.2 Route, Schedule, and Route Adherence. For each bus that departs earlier than scheduled, or that is more than 15 minutes late, or in the event that a stop is missed (causing a need to backtrack or reroute another bus), Contractor shall deduct \$100.00 from the District’s next invoice (which shall be in addition to all other remedies that the District may have available in law and in equity). The provisions of this section do not apply to delays that are caused by conditions beyond the reasonable control of Contractor, as determined by the District.

3.3 Routing Information Availability. If requested by the District, Contractor shall notify the parent or guardian of each student prior to the beginning of each school year, and prior to any subsequent change, of route, schedule, and stop locations and stop times for each student. Contractor shall maintain and promptly submit to the District upon reasonable request information relating to routes, schedules, or stops, as well as the names of students receiving Services, their pick-up and drop-off times and locations, and the schools or programs to which they are transported.

3.4 Driver and Aide Continuity. Contractor shall make maximum effort to assure continuity of Contractor drivers and aides on specific routes. If a driver or aide assigned to a route is changed, Contractor shall notify the District as soon as possible, but in no event later than 2 hours after the change by contacting the District Operations Director’s office at 231-720-3175 or such other phone number as identified by the District in writing.

3.5 Dispatch. Contractor shall ensure that at all times:

- A. An appropriate size and type of bus is assigned,
- B. All routes are assigned to drivers who are available to drive them,
- C. A driver who is prohibited by law from operating the assigned bus (e.g., a School Bus) does not operate that bus,
- D. All routes are assigned to drivers who possesses all qualifications under law and this Contract and all relevant endorsements or credentials needed to drive the type of bus and to transport the students assigned to their routes,
- E. It does not knowingly dispatch a driver who is in use or possession of tobacco, alcohol, controlled substances, illegal drugs, or weapons, and

- F. Each bus meets all legal requirements applicable to the bus (including PTA requirements for School Buses) and is maintained in accordance with its maintenance schedule and is in a safe condition.

3.6 Bus Breakdowns. In the event of a mechanical failure or breakdown of any bus while providing Services, Contractor shall respond as quickly as possible with a spare bus to provide the Services.

3.7 Base Transportation Cancellation. Contractor shall deduct from the District's monthly invoice the per-diem rate for each day when District schools are closed to ensure the health and safety of pupils, for inclement weather, or for any other lawful reason, provided that the District has notified the Contractor by 6:30 a.m. of the day schools are to be closed. In the event that school must be started later or dismissed early, the Superintendent or designee shall notify the Contractor by email not less than one hour before the late start or early dismissal, specifically by sending an email to _____, and Contractor shall ensure Services are provided such that students are timely transported to their respective building for the later start time or picked up from their respective building at the early dismissal time, as applicable. Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, Contractor and the District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

3.8 Supplemental Transportation Cancellation. The District shall have the right to cancel without charge any Supplemental Transportation trip upon notification to the Contractor by email not less than two hours before the scheduled start of that transportation, specifically by sending an email to the following email address: _____. If timely notice is not provided, the District will pay a cancellation charge of two hours' time in accordance with Appendix A.

3.9 Family and Community Communications. Contractor shall promptly, courteously, and appropriately address any complaint or concern brought to its attention regarding its Services (including by a parent, guardian, or other family or other party representing the interest of a student) and shall notify the District of the complaint or concern within 24 hours. The Contractor shall cooperate with the District in maintaining a good community relations program with the community and news media so that any pertinent items affecting the services or transportation of students can be brought to the attention of the community.

Article IV: Worker Requirements, Training, and Supervision

4.1 Driver and Aide Definition. The term "driver," wherever used in this Contract, means any person, whether permanent, temporary, trainee, or substitute, driving a School Bus in connection with the Services. The term "aides," wherever used in this Contract, means any person, whether permanent, temporary, trainee, or substitute, whose duties are to assist the driver on a School Bus in monitoring students. For any Contractor employee providing the Services, Contractor shall have sole authority to hire, train, supervise, evaluate, discipline and terminate that employee, but it may consider District recommendations with respect to such matters.

Contractor shall ensure that its employees complete training requested by the District, including in first-aid, adult/child/infant CPR, handling infectious diseases, bloodborne pathogens, EPI-PEN training, usage of automated external defibrillators consistent with any Cardiac Emergency Response Plan developed by the District and its intermediate school district, and behavior management.

4.2 Aides Assignment. Contractor shall employ and assign bus aides as requested by the District, including those required to implement individual requirements in any IEP. The cost of bus aides shall be billed to the District in accordance with Appendix A.

4.3 General Standards. Contractor shall employ and assign for Services a sufficient number of regular and backup drivers, aides, and vehicle maintenance employees taking into account Contractor's current employee absence rates. Contractor shall utilize only drivers who are qualified, licensed, and competent in the operation of the buses they drive. Contractor shall ensure drivers are screened, qualified, licensed, certified, trained initially and annually in student transportation services, and successfully tested for on-road driver's skills, all in accordance with this Contract and applicable legal requirements, including the Pupil Transportation Act, MCL 257.1801, *et seq.* ("PTA").

4.4 Pre-Employment Screening. The Contractor shall develop and implement a pre-employment interview and screening program for all Contractor employees that will perform the Services. The pre-employment interviews and screening program shall be designed to assist the Contractor in determining the candidate's suitability for work with school pupils in the transportation setting. That program shall require that each candidate satisfy and submit to all legal requirements, including the examination of the candidate's criminal history, criminal background, and motor vehicle record, as required by law.

4.5 Driver Licenses and Qualifications. Contractor shall ensure that at all times while performing the Services, each driver meets all licensing requirements and other qualifications for the operation of a School Bus for student transportation established by State, federal, and local laws. The obligation in this Section 4.5 includes ensuring that drivers complete all training, continuing education requirements, and skill tests required under State, federal, and local laws for School Bus drivers. If a driver is required to take a skill test under the PTA, the Contractor shall ensure the driver does not operate a bus until the driver has passed the test.

4.6 Driver Health and Physical Requirements. Contractor shall ensure that every driver:

- A. Is in good health and physical condition to provide Services, as required to comply with law and to ensure that quality Services are delivered to the District,
- B. Submits to the Contractor a Medical Examiners Certificate. The certificate must be updated annually or more frequently if the District or the Contractor have reason to believe that the driver is not physically able to drive, as provided by law. It is the responsibility of the Contractor to ensure such certificates and updates are timely obtained,
- C. Is given pre-employment and annual physical examinations, and

- D. Prior to driving in the District, has a tuberculosis examination consisting of an approved intradermal tuberculin skin test, which, if positive, is to be followed by an x-ray of the lungs. The Contractor shall require repeat examinations every four years.

4.7 Driving History Checks. Contractor shall ensure that only drivers known to it to have four points or less on his/her driving record pursuant to the State of Michigan points system maintained by the Michigan Secretary of State provide services under this Contract. Contractor shall conduct a check of motor vehicle operation violations for drivers, all in accordance with applicable legal requirements. Each driver shall have a certified safe driving record, and no felony conviction, whether or not associated with the operation of a motor vehicle or the safe transportation of children, or conviction at any time of driving under the influence of alcoholic beverages or drugs. Such background checks shall be done prior to employment, and at least every 24 months thereafter. Contractor shall maintain copies of Secretary of State abstracts, conviction record transcripts, and references on all drivers and shall make them available to the District upon request.

4.8 Criminal Checks. Contractor shall notify the District of the name and contact information of each Contractor employee who Contractor assigns to regularly and continuously perform services under this Contract, which notification shall be made to the District at least 10 calendar days before that employee starts performing those services. The District will perform all criminal checks that it determines are required by law, including a criminal history check through the Michigan State Police and a criminal records check through the Federal Bureau of Investigation for each Contractor employee that the District determines requires such checks pursuant to MCL 380.1230 and 1230a. Contractor shall ensure that its employees promptly provide all information and documents to the District that are necessary for the District to conduct such checks. Contractor shall not assign any employee for whom the District conducts criminal checks to perform Services until the District has reviewed the results of the criminal checks and indicated satisfaction with the results of those checks.

If a Contractor employee fails to promptly provide information and documents requested by the District to perform the criminal checks, or if the District is unsatisfied with the criminal history of a Contractor employee, then immediately following notification by the District to Contractor of that situation Contractor shall ensure that employee does not perform any services under this Contract.

The District will mail an invoice to the Contractor for each Contractor employee subject to criminal checks for the costs associated with those criminal checks, and the Contractor shall pay the invoice amount to the District within 15 days after receipt.

4.9 MPSERS. To enable the District to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, MCL 38.1301, et seq., Contractor shall: (1) immediately notify the District in writing of the identity of any individual assigned by Contractor to perform services under this Contract that is a retirant from the Michigan Public School Employees Retirement System (“MPSERS”); and (2) provide any information requested by the District that the District reasonably believes the District is required to report to MPSERS. See, e.g., MCL 38.1342(6).

4.10 Safety Program. Contractor acknowledges that safety is a paramount concern of the District, and accordingly, Contractor shall plan and implement a comprehensive safety program and shall ensure the availability of a certified School Bus driver instructor to conduct the program. This program shall include regularly scheduled safety meetings for drivers. Contractor shall conduct a minimum of four driver safety meetings each school year, which drivers shall be required to attend. If a driver fails to attend two or more safety meetings, the driver will be subject to suspension.

4.11 Special Expertise. When a route requires transportation of students with special needs (e.g., special medical care), or when a bus or its equipment operation requires any special expertise (e.g., wheel chair lift or a transit type bus), the Contractor shall ensure that all employees involved in the transportation of those students first demonstrate proficiency and complete special training relevant to those special requirements (e.g., all drivers or aides who will lift handicapped children must be physically capable of performing the required lifting). The District may also establish and require compliance with other requirements that are reasonably related to the special services to be performed. The District reserves the right to have a District employee ride any route for the purpose of observation.

4.12 Driver Education and Continuing Education. Contractor shall ensure that every driver has successfully completed the basic bus driver education program and continuing education programs as required by MDE and meets and complies with all applicable educational legal requirements.

4.13 Training. Contractor shall provide all legally required training and District-requested training to Contractor's employees, including the following:

- A. Training under applicable legal requirements, including training required by MDE to maintain the validity of the School Bus driver certificate,
- B. Topics related to driving skills, as necessary to ensure proficiency in operating the bus (e.g. brake system, transmission) to which the driver will be assigned,
- C. Community relations with students, parents, and school personnel, emergency procedures, student evacuation drills, including evasive maneuvers, pre-trip and post-trip procedures and inspections, and accident procedures,
- D. Training to meet District requirements in first aid, adult/child/infant Cardio Pulmonary Resuscitation (CPR), EPI-PEN training, usage of automated external defibrillators consistent with District policies and plans, handling infectious diseases, bloodborne pathogens, and behavior management,
- E. Training and observance of District policies, including prohibition of conduct which might expose a child to any impropriety of word or conduct, or the use of tobacco on the bus or during a route, and compliance with established District student disciplinary policies,
- F. Specialized training as is necessary to prepare employees to serve special needs students, and
- G. Any other or new procedures under applicable legal requirements, including the PTA.

Contractor shall employ or subcontract with state-certified School Bus trainers and examiners who will be available to meet the training, safety program, evaluation, and instructional needs of drivers providing services. Training course content shall be made available for District review.

4.14 Retraining. The District may request the Contractor to provide retraining to an employee after an accident, incident, or Contractor evaluation. Contractor shall ensure that such an employee does not continue to provide services until such retraining has been successfully completed.

4.15 Annual Employee Evaluation. Contractor supervisory staff shall evaluate Contractor employees at least once each year for observance of laws, policies, and regulations; adherence to established routes, stops, and schedules; handling of students; and other factors inherent in the transportation of students. If an employee is not assigned at least a satisfactory rating on each evaluation category, the Contractor shall ensure that employee does not perform services under this Contract.

4.16 Meetings with District. Contractor shall make all Contractor employees performing services under this Contract available to District personnel for at least two two-hour sessions per academic semester. The purpose of these sessions is to solicit suggestions regarding student disciplinary policies and practices and to address other concerns.

4.17 Inspection. Contractor represents and hereby verifies in writing that each School Bus that will be used by Contractor to provide Services has been inspected by the Michigan Department of State Police and has passed that inspection. Contractor shall not use any School Bus that has not been inspected or has failed inspection. Contractor shall submit to the District, in writing, the inspection results of its entire fleet of School Buses within 30 days of the completion of the State Police inspection. In addition, Contractor shall make any School Bus used to transport District students available for inspection by the District or its designee upon District request. If contractor fails to comply with this Section 4.17, the District may immediately terminate this Contract.

4.18 Alcohol, Tobacco, and Drug Use Prohibition and Prevention. Contractor employees shall not smoke or possess, consume, or be under influence of alcoholic beverages, tobacco, or controlled substances on buses while providing services or prior to undertaking such duty within the time frames specified in applicable legal requirements, or otherwise in the exercise of reasonable judgment. Contractor shall conduct or cause to be conducted tests under applicable legal requirements, or as may be additionally required by the District, designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered by an expert agency reasonably acceptable to the District. Such tests shall be administered to:

- A. All Contractor employees prior to their assignment to provide services,
- B. Any driver involved in an accident while providing services but not absolved of fault at the scene of the accident by a law enforcement officer,
- C. Any Contractor employee that the Contractor has reasonable cause to believe has reported to work, is providing services, or is otherwise on District property while under the influence of drugs or alcohol, and
- D. Any Contractor employee selected for random drug and alcohol tests.

Accumulative results of such tests shall be maintained by the Contractor and shall be provided to the District upon request.

4.19 Adequate Management and Supervision. Contractor shall ensure that its employees comply with all applicable laws, District policies, and this Contract, and Contractor shall provide adequate and sufficient supervisory staff to fulfill this responsibility. If Contractor has reason to believe that a driver or other employee is not so in compliance, Contractor shall promptly notify the District, and Contractor shall take all corrective, enforcement, and notification measures pursuant to applicable legal requirements.

The Contractor shall assign at least one Contractor employee to oversee all District School Bus operations. That person shall successfully complete a training program approved by the Superintendent of Public Instruction in the first year of serving in that capacity, and that person shall successfully complete 6 hours of supervisory continuing education every 2 years after the successful completion of that training program.

4.20 Driver and Aide Assignments Subject to Continuing District Approval. Upon request by the District, Contractor shall consult with the District concerning Contractor continuing assignment of employees to provide services. Any Contractor employee deemed by the District to jeopardize the reputation of the District, community support for the District, or confidence in the District shall be transferred by Contractor to functions other than services under this Contract as soon as possible, but no later than 24 hours after the request.

Article V: Student Care, Supervision, and Discipline

5.1 Contractor Responsibility. Contractor shall be fully responsible for the care and supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when the student prepares to board the bus and shall be deemed to have ended when the student has completed alighting from the bus at a reasonably safe place.

5.2 Student Discipline. Students during their period of transportation shall be under the direct authority, supervision, and control of the driver as specified by applicable legal requirements.

Drivers are authorized and required to supervise and control students during their period of transportation, but such authorization, including compliance with District established student disciplinary policies, shall not include the right to administer corporal punishment or the right to eject any offender, except in an extreme emergency endangering the safety of other students, upon immediate notice to the affected school principal, and with the bus remaining in the general area until authorized to proceed by school or law enforcement authorities.

Contractor shall immediately report to the District any incidents of misconduct by a student during a period of transportation and any corrective action taken. The District shall be responsible for any additional student discipline. No student shall be suspended from a bus without prior written permission by the District.

Contractor shall assist with student discipline related to transportation, including by ensuring its employees attend and participate in parent/guardian conferences, discipline appeals, and other meetings as requested by the District.

5.3 Leaving Student With Receiving Adult. Contractor shall ensure its employees comply with legal requirements and District policies for student drop-offs, including requirements concerning receiving adults.

5.4 Student Information Sharing. The parties will share student information and records, including personally identifiable information contained in students' education records, to the extent permitted by law.

Personally identifiable information contained in education records may be shared only in a manner that complies with applicable law, including the Family Educational Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act, and the Revised School Code.

The District designates Contractor as a "School Official" for purposes of FERPA. To that end, Contractor represents that its employees (1) are performing an institutional function or service that the District has outsourced and which would otherwise be performed by District personnel; (2) have a legitimate educational interest in the FERPA-protected information; (3) are under the direct control of the District with respect to the use and maintenance of education records; and (4) shall comply with the re-disclosure limitations of personally identifiable information, as set forth in FERPA, including 34 CFR § 99.33.

Use and maintenance of any educational record that contains personally identifiable information about a District student is subject to the District's direct control.

A party that receives personally identifiable information from a student's education record will not re-disclose that personally identifiable information unless expressly authorized to do so by applicable law, and any re-disclosure of personally identifiable student information must comply with all requirements of applicable law.

Article VI: Facilities, School Buses, Equipment, and Fuel

6.1 Facilities. Contractor shall not use any District maintenance facility or office space without first entering into a facilities use agreement with the District.

6.2 Buses. The Contractor shall ensure that each bus used to provide the Services meets all PTA requirements and all other State, federal, and local requirements applicable to buses, including all School Bus requirements for School Buses. If the State Board of Education or designee determines that the suitability or number of buses or equipment used for transporting District students is insufficient, the Contractor shall immediately ensure that it adjusts the Services to be sufficient. If the determination concerns the number of buses, the Parties will promptly bargain in good faith over the cost of using those additional buses to provide the Services.

6.3 Fuel. The District will (1) provide Contractor with cards for fuel to transport District students and Contractor shall maintain a log of card use and receipts and produce the log and receipts to the District upon request, or (2) reimburse Contractor for the cost of fuel incurred in transporting District students, provided Contractor maintains receipts for such purchased fuel. In the event the District is reimbursing Contractor for fuel, Contractor's monthly invoice shall include a fuel cost for the immediately preceding month along with supporting receipts.

Article VII: Records and Reports

7.1 Operating Records. Contractor shall maintain and submit to the District, upon reasonable notice, all operating and employee records in a format approved by the District, including the following:

- A. All information relating to routes, stops, and schedules, including student rider names, their pick-up and drop-off locations, the schools to which they are transported, and any impairment categories of special needs students being transported under this Contract,
- B. All information relating to Contractor employees providing services under this Contract, including all information needed to verify legal compliance, and
- C. Any other records that the District may request.

7.2 Operating Reports. Contractor shall prepare and submit to the District such reports as may be reasonably requested by the District, including reports concerning:

- A. Per student cost reports by school location,
- B. Mileage reports, and
- C. Detailed account of number of times each run is made.

7.3 Data for State Filings. Contractor shall promptly provide, or shall promptly assist the District with obtaining, all the data necessary for the District to file all State of Michigan reports required for state funding, reporting, or otherwise, including the following:

- A. SM 1407 Bus Inventory,
- B. SM 4515A School Bus Drivers Personnel Report,
- C. SM 4094 Transportation Expenditures, and
- D. SE 4159SL Special Education Logs.

7.4 Accident Reports. All accidents or incidents involving District students, personnel, or property shall be verbally reported to the District Superintendent or designee as soon as possible and in no event later than one (1) hour after the accident. A written report shall be submitted to the District within two working days. Accident reports shall clearly provide at a minimum the following:

- A. Whether students were on the vehicle or loading or unloading from the vehicle at the time of the accident,
- B. Whether any identifiable injuries occurred and the names of the injured persons,

- C. The driver, location, involvement of other vehicles, and nature and extent of any property damage,
- D. Any accident and incident reports completed by a Contractor employee,
- E. Name and badge number of the investigating officer and the employing agency of the reporting law enforcement officer, and the accident incident report number,
- F. Contractor assessment of responsibility for the accident, and
- G. Any other information requested by the District.

7.5 Police and State Reports. Contractor shall further obtain and provide to the District any accident reports obtainable from law enforcement agencies as soon after the accident as they become available. Contractor shall also submit all required reports to MDE and Michigan State Police Motor Carrier Division. An accident shall be defined as any incident in which there was any damage to any property, vehicle, and/or any injury to any person.

Article VIII: Compensation

8.1 Compensation. The District shall pay to Contractor for the Services compensation in accordance with the terms of Appendix A, with the “base pricing” in that Appendix representing compensation for all Services unless otherwise specified in the Appendix. On or before the 15th day of each month, Contractor shall provide to the District a detailed invoice for the immediately preceding month. The District shall pay undisputed amounts in each Contractor invoice within 30 calendar days of receiving the invoice. The District shall notify Contractor of any disputed amounts in an invoice within 10 calendar days of the District receiving the invoice. If the District so notifies Contractor, the District shall have no obligation to pay the disputed amounts until Contractor establishes to the District’s satisfaction that Contractor is entitled to payment for the disputed amounts under this Contract, which satisfaction shall not be unreasonably withheld; the District will pay those amounts within 10 calendar days of the District’s satisfaction.

8.2 Contractor Responsibility for All Costs. Contractor shall procure at its expense all personnel, facilities, buses, equipment, supplies, licenses, permits, and any other items necessary to provide the Services, including any equipment mandated by law and any agency.

Article IX: Indemnification and Insurance

9.1 Indemnification. Contractor shall indemnify, defend, and hold harmless the District and its Board of Education, individual Board of Education members, employees, and agents from and against any and all costs, expenses, damages, and liabilities, including actual attorney’s fees, that are in any way related to this Contract and a: (i) injury to person or property caused by Contractor or a Contractor employee, (ii) negligent act or willful misconduct of Contractor or a Contractor employee, (iii) breach of any federal, state, or local law, rule, regulation, or ordinance, or breach of any District policy, by Contractor or a Contractor employee, or (iv) employment claim related to a Contractor employee, such as an unemployment claim or a claim that a Contractor employee is also a District employee. This paragraph shall survive any expiration or termination of this Contract. Contractor shall notify the District immediately upon knowledge of any claim, suit, action, or proceeding for which the District may be entitled to indemnification under this Section.

9.2 Insurance. Contractor shall obtain and maintain in full force and effect throughout the Term the following insurance covering all insurable risks associated with its obligations under this Contract and insuring the interests of itself and the District with the following types and limits:

A. Workers' Compensation Insurance for Contractor employees which meets Michigan statutory requirements.

B. Broad Form Comprehensive General Liability Insurance

Each Occurrence	\$1,000,000
General Aggregate	\$4,000,000
Products & Completed Operation Aggregate	\$4,000,000
Personal Injury & Advertising Injury	\$1,000,000
Fine/Legal	\$50,000

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

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

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

If during the Contract term changed conditions or other pertinent factors should in the reasonable judgment of the District render inadequate the insurance limits, Contractor will furnish such additional coverage as may reasonably be requested by the District.

9.3 Insurer Qualifications. Insurance required by this Contract must be issued by insurers licensed and admitted to do business in Michigan, and which have an A.M. Best rating of at least "A." The Contractor insurance carrier must be reputable and reasonably acceptable to the District.

9.4 Evidence of Insurance. Insurance policies required by this Contract shall, to the extent possible, name the District as an additional insured, with at least the comprehensive general liability policy naming the District as additional insured. Such insurance shall not be canceled, non-renewed, reduced, or materially changed without at least 30 days' prior written notice to the District. Contractor shall provide copies of the insurance policies upon the District's request. Failure to request or obtain evidence of insurance shall not be construed as a waiver of the Contractor obligation to obtain and maintain the required insurance.

Article X: Termination and Remedies

10.1 District Termination.

- A. The District may immediately terminate this Contract by providing a written termination notice to Contractor if Contractor (1) breaches this Contract and fails to cure the breach within 5 days after being notified of the breach by the District in writing, or (2) becomes insolvent, makes an assignment for benefit of creditors, or a petition in bankruptcy is filed by or against it. Upon such termination, Contractor shall be liable for any costs incurred by the District in retaining another contractor to perform the Services.
- B. Additionally, the District may terminate this Contract for any reason upon ninety (90) days' prior written notice to the Contractor.
- C. For any termination under this Contract, including a termination pursuant to a Contract Section outside of this Article 10, the District will pay for services performed by Contractor pursuant to this Contract until the termination date, subject to other Contract terms; if the termination date is before the last day of a month, Contractor shall prorate the invoice for that month based on the amount of days Contractor provided services that month.
- D. In addition to its termination rights, the District shall have all other rights and remedies available at law or equity.
- E. This Article shall survive any expiration or termination of this Contract.

10.2 Contractor Termination. The Contractor may immediately terminate this Contract by providing a written termination notice to District if the District breaches this Contract and fails to cure the breach within 30 days after being notified of the breach by the Contractor in writing. In addition to its termination rights, the Contractor shall have all other rights and remedies available at law or equity.

Article XI: Warranties and Representations

11.1 Familiarity with Past Services. Contractor warrants and represents that it is familiar with the local conditions (e.g., roads, weather, and neighborhoods) under which the Services are to be performed.

11.2 Binding Contract. Contractor warrants and represents that (i) it is a duly organized entity with full power and authority to enter into and perform this Contract; (ii) all necessary approvals for the execution, delivery, and performance of this Contract by Contractor have been obtained; (iii) this Contract has been duly executed and delivered by Contractor; and (iv) this Contract constitutes the legal and binding obligation of Contractor, enforceable in accordance with its terms.

Article XII: Compliance with Laws and Plan

12.1 Meaning of “Applicable Legal Requirements.” Contractor shall ensure that throughout the Term it and all its employees comply with all applicable legal requirements. The term “applicable legal requirements” as used in this Contract means all federal, state, and local laws and guidance and District policies applicable to:

- A. The transportation of students to or from schools, school-related events, and extracurricular activities, including requirements as to students who must be offered services, and persons other than students who may or may not be offered transportation services in vehicles with students;
- B. The equipping, condition and testing of buses, including School Buses; and
- C. The qualification, licensing, testing, screening, training, and manner of vehicle operation of drivers providing student transportation services.

Notwithstanding anything to the contrary in this Contract, Contractor shall ensure that neither it nor any of its employees partakes in any act or omission that would cause the District to violate an applicable legal requirement.

12.2 Familiarity with Applicable Legal Requirements and District Policies. Contractor acknowledges that it is its contractual and professional obligation to be fully familiar with all federal, State, and local laws and agency guidance and any other governmental requirement with legal effect applicable to the services or other Contractor obligations under this Contract, all of which are included in the definition of “applicable legal requirements” under this Contract and Contractor warrants, represents and covenants that it is fully familiar with, and takes full responsibility for continuing familiarity, understanding and compliance with, applicable legal requirements. In addition, Contractor, including its employees and agents, shall be responsible for knowing District written policies concerning appropriate behavior of persons in schools, and its properties, or in vicinity of students, including for example, the prohibitions of sexual harassment and smoking, and shall comply with such policies.

12.3 Compliance with Plan. Contractor shall comply with all provisions of any applicable special education plan. In the event any portion of the special education plan relating to the provision of transportation services is being considered for possible amendment, Contractor shall be notified and consulted. In the event any such provision is amended, and either the District or Contractor believes the amendment significantly affects the cost of providing services, the Parties will bargain in good faith over additional compensation for Services based on the amendment.

Article XIII: Other Contractor Obligations

13.1 Taxes. Contractor is responsible for sales taxes and any other applicable taxes related to the goods and services provided under this Contract.

13.2 Damage to District Property. Any damage to District facilities or personal property caused by Contractor or its employees shall be promptly repaired so that facilities or personal property are in as good of condition as found or are replaced. The District will arrange the repairs,

send the Contractor an invoice for the repairs, and Contractor shall pay the amount on the invoice to the District within 30 days of the invoice date. This paragraph shall survive any termination or expiration of this Contract.

13.3 OSHA Compliance. All goods and services to be furnished by Contractor, and Contractor working conditions and employment practices, shall comply with all applicable state and federal requirements, including the Michigan Occupational Safety and Health Act.

13.4 Non-Discrimination in Employment. Neither Contractor nor its subcontractors shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, disability, or any other characteristic protected by law. Breach of this covenant may be regarded as a material breach of the Contract.

13.5 Necessary Arrangements. Contractor shall perform all of the Services described in this Contract and make any arrangements that may not be described in this Contract, but that are necessary to perform these Services.

Article XIV: Miscellaneous

14.1 Liaison and Oversight. Within 5 days of the Effective Date, Contractor shall notify the District of its designated liaison and contact information for that liaison, who shall be available 24/7 to communicate with the District on routine organization and operation matters, quality of services, or any other issue that may arise under this Contract. Contractor shall provide at least 5 days' advanced notice to the District before changing the liaison, along with contact information for the new liaison.

The District's Superintendent or designee may request a meeting with the liaison or other Contractor representatives to discuss issues concerning the Services. The Parties shall work in good faith to schedule a meeting during a mutually acceptable time, but in no event shall the meeting occur more than 5 calendar days after Contractor receives the District's request for a meeting.

14.2 Force Majeure. The District shall not be liable for failing to comply with an obligation in this Contract, if such failure is caused by an event beyond the District's reasonable control, including but not limited to any of the following events: compliance with a legal mandate, such as a requirement under an applicable federal, state, or local order; a natural disaster such as a flood, fire, tornado, or hurricane; shortages of supplies, materials, or equipment; equipment failures; the failure of any utility provider to deliver any utility to a District facility; war; terrorist attack; and labor strike.

14.3 Notices and Communications. Except as otherwise specified in the Contract, all notices, requests, or other communications related to this Contract shall be made in writing and shall be hand-delivered or mailed by certified mail, return-receipt requested, to the following address:

If to the District:

Muskegon Public Schools
Attn: Superintendent
1458 5th Street
Muskegon, Michigan 49441

If to the Contractor:

The District or Contractor may change its address of record by giving the other Party written notice of such change and any necessary mailing instructions. Notices shall be effective upon receipt.

14.4 Successors and Assigns. The provisions of this Contract shall extend to, and be binding upon, the District and Contractor and their respective successors and assigns. A Party shall not assign this Contract in whole or in part, without the prior written consent of the other Party.

14.5 Modifications, Amendments, or Waivers. Modifications, amendments, or waivers of any provision of this Contract may only be made upon the written mutual consent of the Parties.

14.6 Completeness of Contract. All prior agreements between the Parties regarding the provision of Services are hereby terminated. This Contract contains all the terms and conditions agreed upon by the Parties and no other agreement, oral or otherwise, regarding the subject matter of this Contract, or any part thereof, shall have any validity or bind the Parties.

14.7 Waiver of Breach. The waiver by a Party of any breach of any provision of this Contract by the other Party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Contract.

14.8 Severability. The terms and provisions of this Contract are severable and in the event any of them shall be held to be invalid, this Contract shall be interpreted as if such invalid term or provision were not part of this contract.

14.9 Attached Appendices. All of the attached appendices form an integral part of the understandings and agreements between the Parties and are as such a part of this Contract.

14.10 Governing Law, Jurisdiction, and Venue. The laws of the state of Michigan shall govern the validity, construction, enforcement, and interpretation of this Contract. The Parties agree that all claims in any way related to this Contract shall be initiated only in Michigan courts. The Contractor hereby consents to the personal jurisdiction of those courts. If the Contractor initiates legal action against the District in a different court, then the Contractor shall reimburse the District for all actual attorney fees and costs incurred by the District in any way related to such legal action, which reimbursement shall be made by the Contractor to the District within 30 days of the District mailing the Contractor an invoice for those attorney fees and costs. This paragraph shall survive any expiration or termination of this Contract.

14.11 No Construction Against Drafting Party. This Contract shall not be more strictly construed against, nor shall any ambiguities within this Contract be resolved against, a Party because that Party's participation in the drafting of this Contract.

14.12 Headings. The headings used in this Contract are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Contract.

14.13 Counterparts. This Contract may be executed in one or more counterparts, which shall be construed together as one document. Any signature to this Contract that is transmitted electronically or by facsimile or by portable document format (PDF), when so executed and delivered, shall be deemed to be an original signature for all purposes.

14.14 No Third-Party Beneficiaries. This Contract is enforceable only by the Parties. No other person may enforce any of the terms contained in this Contract, nor is the Contract intended to confer third party beneficiary status on any third party.

14.15 Authorization. The person signing this Contract on behalf of Contractor represents that person has the authority to execute this Contract on behalf Contractor.

14.16 Contractor Independence. Contractor and its employees are not, shall not be held or deemed in any way to be an agent, employees, or officials of the District, but rather an independent contractors furnishing transportation services to the District.

DISTRICT

CONTRACTOR

Signature: _____

Signature: _____

Printed Name: Matthew T. Cortez

Printed Name: _____

Its: Superintendent

Its: _____

Dated: _____, 2024

Dated: _____, 2024

APPENDIX A

Contractor shall be compensated for the Services annually as follows, which annual cost will be billed by Contractor to the District in monthly increments:

- Base pricing:
 - 2024 – 2025 _____ (Base Annual Cost)
 - 2025 – 2026 _____% Increase
 - 2026 – 2027 _____% Increase
 - 2027 – 2028 _____% Increase (optional)
 - 2029 – 2030 _____% Increase (optional)

- Price for Supplemental Transportation: [Insert]
- Tardy Hourly Cancellation Fee (See Section 3.18): [Insert]
- Price per aide: [Insert]