

INTERNATIONAL ACADEMY OF SAGINAW
REQUEST FOR PROPOSALS
PUPIL TRANSPORTATION SERVICES

INTERNATIONAL ACADEMY OF SAGINAW
Attention: BUSINESS OFFICE
1944 Iowa Avenue
Saginaw, MI 48601
Telephone: (989) 921-1000
Fax: (989) 921-1001
E-mail: IAS@sabis.net

I. OVERVIEW

1.1 SUBMISSION DEADLINE AND REQUIREMENTS

The date and time for receipt of Proposals is:

June 21, 2017 12:00 p.m. EST

- 1.1.1. Proposal Envelope: An envelope containing your Proposal must be addressed and delivered as follows:

INTERNATIONAL ACADEMY OF SAGINAW
TRANSPORTATION BID
1944 Iowa Avenue
Saginaw, MI 48601

- 1.1.2. Late Proposals: Each contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the date and time specified above will not be accepted or considered. The Academy is not liable for any delivery or postal delays.

- 1.1.3. Returned Proposals: All Proposals received after the date and time specified above, will be returned to the contractor unopened.

- 1.1.4. Signed Original Proposal: Each Proposal must be an original and hard copy, and signed by an authorized member of the contractor's firm. This member should be the highest-ranking officer at the local level. NO FAXED or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this Request for Proposal.

- 1.1.5. Copies of Proposal: The contractor shall also submit with the signed original of its Proposal two (2) complete copies of the signed original Proposal.

- 1.1.6. Opening of Proposals: Proposals will be opened June 21, 2017 at 3 p.m. EST at the school location – 1944 Iowa Avenue, Saginaw. No immediate decision will be rendered.

- 1.1.7. E-mail Clarifications: The Academy will communicate with contractors via e-mail for all RFP clarifications and addenda. (dchisholm@sabis.net)

- 1.1.8. Additional Requests for Clarification: Prospective contractors may request that the Academy clarify information contained in this RFP by e-mailing Dan Chisholm at dchisholm@sabis.net. All requests must be made via e-mail. The Academy will provide an e-mail response within two (2) business days after receipt of such request. The Academy will not respond to any request for clarification received after 12 noon EST on June 19, 2017.

- 1.1.9. Restrictions on Communication: From the issue date of the RFP until a contractor

is selected and selection announced, a prospective contractor shall not communicate about the subject of the RFP or a contractor's Proposal with the Academy, its Board of Trustees, or any individual member, administrator, faculty, staff, students, or employees, except for site/fleet inspections, or additional Requests for Clarification in accordance with Paragraph 1.1.8 above.

- 1.1.10. Addenda to the RFP: If it becomes necessary to revise any part of the RFP, notice of the revision will be e-mailed in the form of an addendum to all parties that attended the mandatory contractor's conference. All addenda shall become a part of the RFP. Each contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a contractor to receive, or acknowledge receipt of any addendum shall not relieve the contractor of the responsibility of complying with the terms thereof.
- 1.1.11. RFP/Proposal Information Controlling: The Academy intends that all contractors shall have equal access to information relative to the RFP and that the RFP contains adequate information. A prospective contractor noting any inconsistency between the information contained in the RFP and information previously provided to it should submit a Request for Clarification (refer to paragraph 1.1.8 above).
- 1.1.12. Finality of Decision: Any decision made by the Academy, including the Contractor selection shall be final.
- 1.1.13. Reservation of Rights: The Academy reserves the right, in its sole discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The Academy further reserves the right to waive any irregularity or informality in the RFP process or any Proposal and the right to award the Contract to other than the contractor(s) submitting the best financial Proposal (low bidder). The Academy reserves the right to request additional information from any or all contractors. The Academy reserves the right to negotiate with the contractors concerning their Proposals.
- 1.1.14. Release of Claims: Each contractor, by submitting its Proposal, releases the Academy from any and all claims arising out of, and related to, the RFP process and selection of a Contractor.
- 1.1.15. Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- 1.1.16. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the date and time for receipt of Proposals set forth above.
- 1.1.17. Collusive Bidding: The contractor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without

outside control, collusion, fraud or otherwise illegal action.

1.2 ACADEMY PROFILE and OVERVIEW

This RFP contemplates and is intended to procure Pupil Transportation Services for International Academy of Saginaw (the “Academy”). The Academy is located in the City of Saginaw, in the County of Saginaw.

OVERVIEW OF INTERNATIONAL ACADEMY OF SAGINAW

- Schools
 - Elementary K-8..... 1
- Students/Staff
 - 2016/2017 Enrollment.....305
 - Students Transported Daily180
 - Project increase/decrease in future enrollment.....+/-50
- Annual Operating Budgets
 - District2,967,481
 - Transportation165,000
- Vehicular Assets
 - Bus.....0
- Routing
 - Software.....None
- GPS System.....None
- Video Surveillance System..... None
- Annual Mileage Data
 - Daily Routes Run.....3
 - Mid-Day Routes0
 - Shuttles.....1

1.3 OBJECTIVE of RFP

The objective of this RFP is to offer experienced professional transportation management companies the opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to the Academy. The Proposal will detail the contractor’s experience and expertise in assisting academies of similar size and scope as the Academy with their student transportation outsourcing process.

The Academy will select the Proposal, if any, that it deems most qualified to serve the best interest of the Academy, in its sole discretion.

1.4 PURPOSE

The purpose of this RFP is to establish a contractual relationship with an experienced and qualified pupil transportation management company to provide transportation services to the Academy in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. Contractors will be the employer of the bus mechanic. The Academy may select one or more experience and qualified pupil transportation management company (ies) to proceed with the negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide transportation of students within the scope of this RFP. Past implementing and operating computerized routing software shall be included in the contractor's qualifications. A major portion of the negotiations will include the financial terms of the Contract. Contractors should be prepared to make a presentation to a committee of the Academy, estimated to be twenty to thirty minutes in length.

1.5 TERMS of CONTRACT

The term of the Contract shall be for one (1) year with the Academy having the option to renew the Contract, in its sole and absolute discretion, on a yearly basis, for up to four (4) additional years.

1.6 SELECTION TIMELINE

The Academy's timeline for its selection process is:

Issuance of this RFP	June 14, 2017
Deadline for written Requests for Clarifications	June 19, 2017 12:00 PM EST
Deadline for Proposals	June 21, 2017 3:00 PM EST
Contractor interviews and presentations (if needed)	June 21, 2017
Academy's award of Contract (estimate)	June 21, 2017
Implementation of Contract	July 1, 2017

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

1.7 SCOPE of SERVICES

1.7.1. Contractor Mechanic

- 1.7.1.1. Safe and reliable, on-time delivery of students to and from school on a daily basis within Academy defined parameters.
- 1.7.1.2. Efficient routing of all transportation needs of the Academy, including but not limited to extracurricular routes and field trips, as outlined in the Contract. The Contractor may alter any of the existing routes of the Academy, so long as all routes conform to all federal and state laws, as well as policies of the school district and all routes are approved by the Academy prior to implementation. The Academy will retain a transportation liaison in order to facilitate administration of the Contractor and communication between the Academy and the Contractor.
- 1.7.1.3. Maintenance of the buses and transportation fleet. The Contractor will utilize certified mechanics to maintain the buses and transportation fleet of the Academy.
- 1.7.1.4. The operation of the transportation maintenance facility, including any and all utilities supplied to the facility. The Contractor shall be responsible for all maintenance, grounds, operating costs, utilities, janitorial, and non- capital expenditures reasonably required by any such facility, as well as the Contractors, if any.
- 1.7.1.5. The selection, evaluation, training, compensation, and retention of transportation employees, including all necessary drivers and management personnel.
- 1.7.1.6. Student discipline in cooperation with the Academy, and as mandated by, Academy Policy, as the same may be amended from time to time by the Board of Education of the Academy.
- 1.7.1.7. Effective communication with the Academy including, but not limited to, the Board of Education and Academy administration, school personnel, parents, students and the community.
- 1.7.1.8. Continuous analysis of the transportation operations of the Academy in order to effectively manage costs, while maintaining service levels in accordance with Academy policy and safety protocol. The Contract shall identify and implement operational efficiencies that will lead to cost reductions in the Academy's Transportation Services.

1.8 PROPOSAL REQUIREMENTS

This outlines the information that must be provided by the Contractor and the required format for the Proposal. Any Proposal not providing the required information or not conforming to the format specified may be disqualified. Please refer also to Sections 1.1, 5.1 and 5.2.

Proposals must demonstrate an understanding of the scope of the work and the ability to accomplish the tasks set forth herein and must include information that will enable the Academy to determine the Contractor's overall qualifications. Each Proposal shall also include any other information that the Contractor feels is significant with respect to the Academy making an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in the RFP or any other special considerations or conditions requested or required by the Contractor **MUST** be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Contractor shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in its Proposal.

1.9 PROPOSAL FORMAT

- 1.9.1. Contractor must provide information, which will serve as an introduction of the company, on business letterhead.
- 1.9.2. Contractor must provide background and qualifications of the personnel who will be involved with the Academy. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference where an Academy liaison would be placed.
- 1.9.3. Exceptions, including explanations, to the RFP, the Contract or the Lease.
- 1.9.4. Contractors must provide detailed evidence that they are currently providing pupil transportation management services for other K-12 academies and/or school districts. This should include academies of similar size and scope as the Academy.
- 1.9.5. Describe any other similar public K-12 academies in which the company has contracted to provide pupil transportation management services.
- 1.9.6. Contractors must provide detailed evidence of on-site, in district state-of-the-art computerized routing management experience and staffing that includes all facets of pupil transportation management and routing, and boundary planning.
- 1.9.7. Contractors must show evidence of successfully implementing and maintaining contemporary computer routing software programs. Include a description of qualification for "in-house" staff dedicated to this critical area.

- 1.9.8. Contractors must provide evidence of resources available for research and development needed to keep abreast of the changing technologies in pupil transportation management.
- 1.9.9. Contractors must fully describe, and provide evidence and scope of, their formalized in-service training and educational programs for all employees, including staff, drivers and mechanics.
- 1.9.10. Technical capability – Contractors must provide evidence of all aspects of their transportation management capabilities. These should include human resources services, computer systems and capabilities, training programs for management and non-management personnel.
- 1.9.11. Contractors shall provide evidence of ability to provide adequate insurance coverage to protect the interests of themselves and the Academy. Contractors must provide evidence of insurance in the amount of \$2,000,000.
- 1.9.12. Contractors shall provide documentation of sufficient financial resources to provide management services for an Academy of this size and complexity.
- 1.9.13. Contractors shall meet all regulatory laws, codes, and requirements of local, state, and federal law that apply to Michigan public academies and transportation services, including, but not limited to, the Michigan Revised School Code (MCL 380.1 et seq.) and the Pupil Transportation Act (MCL 257.1801 et seq.).
- 1.9.14. Contractors must describe any other resources to be provided by the company, not listed above, which would result in a safe and efficient pupil transportation system.
- 1.9.15. References – Contractors must provide K-12 Public school references, including contact name, address, phone number, fleet size, and scope of services.
- 1.9.16. List of all litigation or regulatory proceedings, for the past five years, within the State of Michigan, or if more than 85% of the Contractor's pupil transportation contracts are performed outside the State of Michigan, the State(s) where 85% or more of the Contractors pupil transportation contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) academies in which the Contractor has been a party providing any type of pupil transportation services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) non-compliance of the Contractor's supplies, equipment and services or the Contractor's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Contractor was found to have mistreated pupils in any manner. Therefore, it is contemplated under this RFP that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.

1.9.17. Contractors must include with their Proposal either audited financial reports for the three (3) most recent fiscal years (preferred) or year-end financial statements for the three (3) most recent fiscal years.

1.9.18. Contractors must include a schedule indicating the wages and benefits to be offered to employees of Contractor.

1.9.19. Contractors must submit a letter setting forth its agreement to be bound with the terms and conditions of this RFP, and the Contract (and Lease if applicable).

1.10 PROOF of QUALIFICATIONS

The Academy will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitation as deemed necessary by the Academy, as well as other sources.

1.11 EMPLOYEES

It must be understood that this RFP provides for the selection of a professional company to provide pupil transportation management services, including and applicable extracurricular activity and field trip transportation, for all students within the Academy. The Contractor shall be free to hire those individuals which it deems to be best qualified, in its sole discretion. However, as noted above, the Academy will maintain a liaison to facilitate administration of the Contract and communication between the Contractor and the Academy.

1.12 COMPANY'S RESPONSIBILITY

All experienced and qualified Contractors are requested to submit a Proposal based on its experience and capabilities. The Academy will select the Contractor(s), if any, deemed to serve the best interests of the Academy to proceed with the negotiation process. The Academy, in its sole discretion, reserves the right to request post-Proposal interviews from all, some or none of the Contractors.

1.13 ORAL INTERVIEW

The Academy may require qualified Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the Academy may have regarding the RFP and Contractor's Proposal. In that case, the Academy will notify the Contractor's contact name as listed in its Proposal. In accordance with the RFP selection timeline, interviews will be scheduled in June 2017.

1.14 EVALUATION of PROPOSALS

Each Contractor submitting a Proposal should understand that the nature of the Academy's pupil transportation operation is so complex that each and every facet of

the operation may not be detailed in this RFP. The Contractor must document their expertise, experience, and approach based on their understanding of Academy's requirements. The Proposal must be complete, clear and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated:

- Management Capability as shown by detailed evidence of Contractor's expertise, experiences, and references.
- Business Stability checked through various sources as well as the Proposal.
- Routing Management Capability as shown by detailed evidence provided by the Contractor and checked through various other sources.
- Human Resources Management as determined by references, and by checking other sources.
- Cost as indicated in the Proposal and through the negotiation process.

The Academy will evaluate the Proposals, based on the above criteria as well as other methods. The Academy will select the Contractor that it deems most qualified to serve the interests of the Academy to proceed to the negotiation process.

II. ACADEMY OPERATIONAL INFORMATION

This information is provided to assist the Contractor in evaluating the Academy and submitting a Proposal.

2.1 GENERAL OPERATING INFORMATION

The Academy covers approximately 94.3 square miles and serves Bridgeport Township, Buena Vista Township and the City of Saginaw, all located in Saginaw County, Michigan. As set forth in section 1.2 above, the Academy seeks to provide Daily Transportation Services for approximately 180 students to and from school, operating a TBD amount of routes over a TBD amount of miles daily in total. The Academy operates its transportation services in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, as well as the Academy's Board of Education Policies and Procedures, which policies and procedures are available upon request.

To conform to the State of Michigan's instructional time requirements, the School District has 180 required student attendance days per year. The Academy schedules 0 "Act of God" days per year. During the last school year, the Academy used 5 "Act of God" days.

The Academy's transportation budget for the current school year is \$165,000.

2.2 ROUTING

2.2.1. General Education Daily Routing: The Academy seeks to operate a TBD amount of transportation routes for regular education students and these routes are to be operated 180 days per year.

2.3 ACADEMY TRANSPORTATION PERSONNEL

The Academy employs no transportation personnel. All transportation personnel are to be employed by the Contractor.

2.4 ACADEMY TRANSPORTATION FLEET

The Academy possesses no transportation fleet.

2.5 TRANSPORTATION FACILITY

The Academy possesses no transportation facility.

III. CONTRACTUAL OBLIGATIONS

3.1 FORM of CONTRACT and LEASE

This is a Request for Proposals only. Proposals will be treated as offers to enter into Contract with the Academy. The Academy and successful Contractor shall memorialize their contractual relationship and obligations using a contract format agreeable to both.

3.2 CONTRACT CHARACTERISTICS

3.2.1. Contract Start-Up and Term: It is the Academy's intent the Contract shall commence as of July 1, 2017, and the initial term of the Contract shall be for one (1) year. The Academy shall have the option, in its sole and absolute discretion, alter the commencement date or to renew the Contract by up to four (4) additional years on a year-to-year basis, subject to the written approval of the Academy's Board of Education.

3.2.2. Insurance Certificates: Within fourteen (14) days after receiving formal notification that the Contractor was awarded the Contract, the Contractor shall furnish the following.

3.2.2.1. Insurance Certificates: An Insurance Certificate evidencing all insurance coverage required by the Contract.

- 3.2.2.2. **Failure to Furnish Insurance:** If the Contractor refuses or fails to submit the Insurance Certificates within the 14-day period, the Academy will consider the Contractor to have abandoned all rights and interests in the Contract award.
- 3.2.3. **Services:** The Contractor shall perform all of the services described below and make any arrangements that may not be described but that are necessary to perform such services.
- 3.2.3.1. **Transportation Services:** The Contractor shall provide safe, efficient and reliable, on-time transportation from home-to-school and school-to-home for persons eligible or authorized for transportation service on a daily basis in accordance with the Academy's defined parameters and the terms and conditions of the Contract. The Contractor shall also provide safe, efficient and reliable, on-time mid-day transportation and shuttle service in accordance with the Academy's defined parameters and the terms and conditions of the Contract. The Contractor shall also provide safe, efficient and reliable, on-time transportation for Students and authorized District personnel to and from those curricular and extra-curricular activities as requested by the Academy, including, but not limited to, field trips, extra-curricular trips and athletic events, in accordance with the terms and conditions of the Contract.
- 3.2.3.2. **Maintenance Services:** The Contractor shall maintain all District-owned buses and Contractor owned buses (as described in Section 3.2.6 below) serving the Academy in a good and safe mechanical and operating condition. All buses shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire term of the Contract. The Contractor shall maintain all buses in strict accordance with all state, federal, and any other local government minimum standards for school buses, including but not limited to, the Pupil Transportation Act, Michigan Public Act 187 of 1990, as amended, MCL 257.1801 et seq. (the "Pupil Transportation Act"), and such additional requirements as set forth in the Contract. The Contractor shall maintain the buses so that their condition remains equal to or exceeds that condition recorded on the written inspection form provided to Academy by the Contractor, normal wear and tear excepted. Mechanically, the buses shall be maintained in a condition approximating that set out by the original manufacturer. The Contractor shall be responsible for all costs and expenses associated with the maintenance of all buses serving the Academy.
- 3.2.4. **Personnel:** Throughout the Initial Term, and any Renewal Term(s) which is/are exercised, the Contractor shall provide personnel necessary for the provision of the Transportation Services under the Contract. The Academy may review all pre-employment and other records regarding any prospective or actual

employee of the Contractor assigned to work under the Contract. The Academy may also request orally or in writing the removal of any prospective or actual employee or agent of the Contractor from working under the Contract. The Contractor shall comply with any such request.

3.2.5. Routing: Contractor agrees to develop, and work in cooperation with the Academy, if necessary, the most advantageous routing plan for the safety of students within the guidelines provided for in the Contract and the Academy's Board of Education policies. The Academy will require the Contractor utilize a computer routing software system to establish the most efficient/effective routes for its students. At the expiration or earlier termination of this Contract, the Academy shall be given all appropriate access to the most recent routes and accompanying student data and be able to use such information for its operations. If routes need to be modified during the school year (i.e., new student is added or an Individual Education Plan ("IEP") is modified), the Contractor shall implement any routing change as soon as possible, but in not more than five (5) days following notice from the Academy.

3.2.6. Buses: The Contractor will utilize and maintain their own bus fleet.

3.2.7. Hold Harmless/Indemnification: The Contractor shall indemnify, defend and hold the Academy harmless pursuant to the terms and conditions of the Contract (and the Lease, if applicable).

IV. PRICING QUOTES

4.1 COST INDEXING

Compensation for the Transportation Services described in this RFP MUST be fixed for the Initial Term (year one (1)) of the Contract. Moreover, the Contractor, by submitting its Proposal, agrees to convene bi-annually with representatives of the Academy, for the purpose of evaluating the efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract, including but not limited to, a decrease in the number of routes or a decrease in the number of bus drivers or other employees necessary to carry out the provisions of the Contract as contemplated herein.

4.2 PRICING

4.2.1. Daily Transportation Pricing: The Academy is seeking, and Proposal shall include, costs and pricing quotes, which will maintain existing Daily Transportation Services.

4.2.2. Daily Transportation Efficiency Improvements: It is anticipated the utilization of a computer routing software program will lead to more efficient bus routing and to cost savings.

4.2.3. Other Transportation Pricing: Proposals should also include quotes for extracurricular and late activity routes, i.e. field trips and athletic transportation, on a cost per mile basis. All trips must be prior approved, including a maximum miles allowed figure. These trips are to be billed on actual miles driven, not to exceed the maximum miles approved figured.

4.2.4. Cost Increases: Pricing and compensation for each Renewal Term of the Contract shall be negotiated by the parties; however, any increase shall not exceed the lesser of: 1) the percentage increase, if any, as established by the Consumer Price Index, published by the United States Department of Labor, Bureau of Labor Statistics; or 2) three percent (3%).

V. PROPOSAL

5.1 PROPOSAL FORMS

Each Contractor shall submit its Proposal along with any other information required by this RFP or deemed necessary and appropriate by the Contractor for evaluation of its Proposal.

5.2 PROPOSAL CHECKLIST

In addition to the Proposal Forms and any information required under Section 1.9 above, please attach copies of the following documents to your Proposal:

- 5.2.1. Letter of Introduction of Contractor and Contractor's Background and Qualifications.
- 5.2.2. List of any and all Exceptions to this RFP, the Contract or the Lease.
- 5.2.3. List of K-12 Academies currently being serviced by the Contractor.
- 5.2.4. List of Contractor's References.
- 5.2.5. Contractor's Verification of Addenda to the RFP, if any.
- 5.2.6. Contractor's Audited Financial Reports for most recent three (3) years or year-end financial statements for the most recent three (3) years.
- 5.2.7. Contractor's familiarity with Routing Software Programs.
- 5.2.8. Contractor's In-Service training and Staff Educational Programs.
- 5.2.9. Contractor's Bid Bond.
- 5.2.10. Contractor's Insurance Certificate(s).
- 5.2.11. Contractor's List of any and all Litigation or Regulatory Proceedings.

5.2.12. Implementation Schedule.