

Request for Proposals (RFP)
MacDowell Preparatory Academy Student Transportation Services

School: MacDowell Elementary/Middle School
4201 West Outer Drive, Detroit, MI 48221

Services: Transportation Services

Term of Services: Expected contract term is September 7, 2020 - June 30, 2020.

Proposals Due: Due Date May 15, 2020 by 4PM.

Questions: Submit questions to PS Senior Director of Operations at eruiz@promiseschools.org by May 8, 2020. Vendors will receive written responses to all questions posted by May 11, 2020.

Submit Proposal To: Elizabeth Ruiz
Senior Director of Operations, Promise Schools
4201 West Outer Drive, Detroit, MI 48221
Please submit the proposals electronically via email to eruiz@promiseschools.org.

About MacDowell Preparatory Academy

MacDowell Elementary/Middle School (MPA) is an open enrollment, public charter school located on the northwest side of the city servicing students grades K-8. MPA is managed by Promise Schools, a non-profit charter management organization. For more information on Promise Schools and MPA, please visit www.promiseschools.org and www.macdowellprep.com.

Scope of Services

This request for Proposal (RFP) is seeking a contractor who is capable of providing daily transportation services for approximately 120 students, three routes total (EXHIBIT A) for approximately 180 days of service and based on the pending board approved calendar for the 2020-21 school year. Students are eligible for bus service if they live approximately $\frac{3}{4}$ - 4 mile radius within city limits. The provider will ensure its transportation services operate in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, as well as the Board of Directors Policies and Administrative Procedures and Michigan Department of Education requirements.

The Contractor shall:

- Provide safe and reliable transportation of MPA students (AM/PM routes) based on the designated routes and in accordance with the contract.
- Perform all the services described in the RFP and in the Contract, as well as those that may not be described but that are necessary to perform these services.
- Provide all services throughout the term of the Contract.
- Require all employees to follow all applicable Board policies and administrative regulations concerning appropriate behavior of persons in schools and other school facilities.
- Provide adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the pupil transportation
- Ensure that pupil transportation staff be regularly assigned to the same routes, whenever possible. If a change is made to a regular assignment during the course of the academic year, the Contractor shall notify MPA in a timely manner.
- Be responsible for meeting all the requirements of the School Safety Initiative Legislation, MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g. The Contractor agrees to have any and all of its agents, employees or representatives who will be regularly and continuously

present on school premises to carry out the transportation services contemplated by the contract, fingerprinted and subject to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation. Additionally, unless notified by MPA that it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to MPA that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to MPA within 3 business days of when any of its agents, employees or representatives who will be on MPA's premises to carry out the Pupil Transportation Services contemplated by the Contract documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to MPA if that person is subsequently convicted, plead guilty or plead no contest to that crime.

- The Contractor will obtain and maintain at its own expense any necessary licenses and permits to provide the services specified in this Contract.
- It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to MPA and without claims for adjustment per diem, or per trip, compensation.
- If the successful proposer does not have adequate equipment at the time of award of the contract, the proposer shall present, with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied and that all such equipment will be available onsite for use by the Contractor for performance of the contract at least thirty (30) days prior to the first date that pupil transportation services are to be provided.

Routes, Schedules and Field Trips

MPA will provide to the successful Contractor a complete listing of students for Contractor to support the determination of eligibility along with their home address, grade, and school assignment. Contractor must be able to determine bus stops and revise as necessary. This information should be used to develop a preliminary list of bus stops. All routing shall be the responsibility of Contractor, subject to MPA approval. Routing software is necessary to plan efficiency of service. Contractor, will have and maintain, at Contractor's cost, routing software to be used for routing purposes.

Routes developed by the contractor are to be completed by August 15 of this school year. Routes will indicate a route number, bus number, all stop locations, estimated

number of passengers and start and end time for the route. MPA will cooperate with Contractor by approving the routes or suggesting needed changes in a reasonable and timely manner. No bus stops shall be placed at or close by stores that sell liquor (e.g., liquor stores or bars, etc.) or abandoned buildings. Contractor must have buses at MPA no later than 8:20AM for drop off and no later than 3:40PM for pick up.

Contractor must also have the ability to provide services for field trips at the direction of MPA.

Emergency Cancellation of Transportation

The Contractor will follow MPA's procedures for emergency cancellation of transportation in cases where weather conditions present a safety concern.

Instructions for Contractor Proposals

MPA reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of MPA to do so. The contract will be awarded subject to the approval of the MPA Board of Directors. Acceptance of a bid does not constitute a contract. The final contract document will be subject to negotiation and approval by MPA's Board of Directors. While the financial responsibility of the bidder is a significant concern, MPA is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

In your proposal, please answer the following questions:

1. Experience: What experience does your company bring to this work?
 - a. Please specifically describe your firm's history, leadership, organization structure, and experience with charter/public schools in Michigan.
 - b. Please provide three references that we might contact to further evaluate your services. If possible, we would prefer to contact charter/public schools in the Detroit area.
2. Services: Please outline your approach for providing the services noted in the scope of services above.
 - a. How will you plan to ramp up and begin the work for the school year?
 - b. Are there any services outlined in the scope that your firm is not prepared to offer at this time?
3. All bids must be accompanied by:
 - a. A schedule for implementing the Agreement should your firm be selected as the successful Contractor.
 - b. Inspection of vehicles, facility and equipment
 - c. Year, make and model of all vehicles
 - d. Location of terminal facility

- e. Recruitment/relocation, if necessary, of management and supervisory personnel selection, any necessary training and employment of drivers
- f. Employee orientation, especially to MPA routes and schedules
- g. A listing of credit references, including at least three (3) trade or industry suppliers with whom you regularly deal.
- h. The corporate or individual history of the bidder and a description of its present Michigan operations and a list of outstanding transportation contracts including the number of school buses used and the first year transportation service was furnished.
- i. A listing of three State of Michigan public school references you currently provide transportation services for.
- j. Contractor shall submit a description of the equipment that he/she proposes to use in carrying out the contract at the time of RFP submittal and, if the contractor is awarded the bid, prior to the beginning of each school year. The description of equipment must include year, model, capacity, fuel type and any special education needs equipment, including but not limited to, air conditioned buses, vans or vehicles, wheelchair buses, vans or vehicles, wheelchair lift buses, vans or vehicles.

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment shall be made using subjective judgment and the evaluation criteria stated below:

Cost 45%

Experience 20%

Reliability 20%

Operational Plan 15%

In your proposal, please include the following documentation:

- 1. Signature Page (attached)
- 2. Bid Submission Sheet (attached)
- 3. Conflict of Interest Affidavit (attached)
- 4. Assurances and Certification Page (attached)

Indemnity, Release, Insurance and Security

Insurance

- 1. Evidence of Contractor Insurance Coverage
 - a. Contractor shall maintain insurance with one or more "A" rated insurance companies with minimum coverage as set forth below during the

Agreement period and shall furnish a certificate of insurance for General and Motor Vehicle Liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for liability coverage and for Workers' Compensation coverage within thirty (30) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to MPA. Contractor shall also provide MPA with thirty (30) days' notice of any cancellation. General and Motor Vehicle Liability insurance shall be maintained to protect Contractor and MPA from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. The General Liability and Motor Vehicle Liability insurance shall each have a single limit of five 5 Million Dollars (\$5,000,000.00). Worker's Compensation Insurance shall be maintained by Contractor as required by law to protect the Contractor and MPA from claims that arise from its operation under this Agreement. An Additional Insured Endorsement naming MPA must be provided.

Indemnification and Hold Harmless

1. The Contractor shall indemnify and hold harmless Promise Schools, MPA, its officers, agents, and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. MPA will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure on the part of the contractor, its employees or suppliers, regardless of any language in any attachment or other document that the Contractor may provide.
 - d. The Contractor shall reimburse MPA any expenses incurred as a result of the Contractor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

Default and Termination

1. In the event the Contractor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, MPA may notify the Contractor of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Contractor as the manager or, in the case of notice by the Contractor or by mailing the same certified or registered mail to the address for the Contractor in the proposal, or the address for MPA in the case of notice by the Contractor.
3. Failure on the part of MPA to notify the Contractor of default shall not be deemed a waiver by MPA of MPA's rights on default of the Contractor and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from, the Contractor shall immediately correct such default. In the event the Contractor fails to correct the default to the satisfaction of MPA, MPA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Contractor of any liability to MPA for damages sustained by virtue of any default by the Contractor.
5. The Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event MPA prevails, the Contractor shall pay all expenses of such action including MPA's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (30) day notice to the other party.

Integration

1. All RFP documents and addendum, contractor's response to this RFP, subsequent purchase orders, and contract with the successful contractor contains the entire understanding between the parties.

SIGNATURE PAGE

This form must be returned, properly executed. Please use this page as a cover sheet for your bid proposal.

In compliance with the Request for a Proposal made by MPA the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the PS/MPA Board nor any officer, employee or person whose salary is payable in whole or in part by the respective boards is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that PS/MPA will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

Company: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

Are you a small business? Yes _____ No _____

Are you a minority business? Yes _____ No _____

If yes, list minority: _____

BID SUBMISSION SHEET

Monthly Cost \$ _____

Field Trip Cost \$ _____

Total Bid (Annual Cost) \$ _____

Name/Title

Company Name

Telephone Number

Address

Approximate Start Up Date

City/State/Zip

Exceptions, additions or deviations from specifications

I, _____, a duly authorized representative of the
(please print name)

Bidding firm, agree to provide all goods and services included in this bid submittal in accordance with all applicable federal, state and local laws, regulations and ordinances and, further, to hold MPA harmless should any judgment be rendered against our firm for violations(s) during the performance of this project. The undersigned does, by his/her signature, indicate he/she has read, understands and will comply with all requirements and conditions of the specifications.

Signature

Title

Date

CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following:

State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW:

☐ List and describe all existing Conflicts of Interest. (Attach an additional page if necessary.)

☐ To the best of my knowledge, no conflict of interest exists.

Print name of bidder: _____

Signature: _____

Name of Company: _____

City: _____

State/Zip: _____

NOTARY: State of

County of

Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ Day of _____, 20____.

Notary Public: _____

My commission expires: _____

ASSURANCES AND CERTIFICATIONS

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. MPA as a Michigan public entity is required to follow Public Act 517 of 2012.

Signature

Date