



East China School District

Request for Proposals for Transportation Employment Management Services

www.eastchinaschools.org/business

Bid due date: *Friday, March 1, 2019 at 2:00 p.m.*

East China School District
1585 Meisner Road
East China, MI 48054

EAST CHINA SCHOOL DISTRICT

TRANSPORTATION EMPLOYMENT MANAGEMENT SERVICES REQUEST FOR PROPOSALS AND SPECIFICATIONS (“RFP”) SUMMARY

The East China School District invites proposals for the provision of employment and comprehensive personnel management services for licensed and trained school bus drivers.

The awarded contractor will implement and provide all personnel management, payroll, training, benefits, and related services for all new transportation personnel required under federal and state law and by the terms of this “request for proposal(s)” and any subsequent contractual agreement(s) necessary to sustain the staffing levels of pupil transportation operations in the East China School District.

The District will continue to direct its pupil transportation operations in every respect except for the employment of drivers and mechanics hired under this contract. All transportation employees who are employed by the East China School District as of January 1, 2019 will remain in the employ of the East China School District. Individuals employed by the District’s current transportation contractor will have the right to interview with the new service provider within 30 days of their application to the new service provider. The RFP is available on the District’s website: www.eastchinaschools.org/business.

Proposals are due at the East China School District, Business Office, 1585 Meisner Road, East China, MI 48054, no later than Friday, March 1, 2019 at 2:00 p.m. Each proposal must include an original and two (2) copies, and signed by an authorized member of the proposer’s firm. No faxed or emailed proposals will be accepted. Proposals must be sealed, bear the name and return address of the provider; clearly labeled “**Transportation Employment Proposal**”; and directed to Tina Thrift, Executive Director of Finance.

The East China School District operates according to an equal opportunity philosophy.

PROPOSAL CONDITIONS

The following conditions are considered an integral part of this request for proposals. Potential providers are required to comply with the following conditions as part of submitting their proposal:

1. The proposal shall not be withdrawn and shall be irrevocable through June 30, 2019, with an option for extension if approved by the East China School District.
2. Questions regarding proposal procedures, rules, content, specifications, requirements, etc., may be directed to Dawn Demick, Assistant Superintendent, at ddemick@ecsd.us. All bidders shall familiarize themselves with the employment management services being requested. The failure to familiarize themselves with the requested services will not be a reason to withdraw or change a potential provider's bid.
3. Specifications and requirements provided here are intended to describe the desired service and its parameters. An alternative may be offered, if deviations from the specifications are minor and provided that deviations are clearly specified. Failure to outline such deviations may be grounds for rejection of the proposal.
 - Any exceptions to the terms and conditions contained in this RFP or the form of Contract contained in this 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 of the RFP or form of Contract cannot be met by, or in the Contractor's opinion should be not applicable to the Contractor.
 - The Contractor shall be required and expected to meet the specifications and requirements as set forth in the RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District.
 - All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor's Proposal.
4. The East China School District will retain sole authority for determining what constitutes an acceptable deviation from the specifications/requirements.
5. Proposals may be withdrawn at any time prior to the proposal opening date and time by placing a withdrawal request in writing and submitting it to Dawn Demick, East China School District, 1585 Meisner Road, East China, MI 48054 or by email at ddemick@ecsd.us.
6. The East China School District reserves the right to accept or reject any or all proposals; reserves the right to award the contract to a bidding entity other than the low bid entity; reserves all rights granted to it by law; and reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the School District.
7. The East China School District shall evaluate the proposal(s) and award any contract in consideration of the proposal that is most advantageous to the recipient. Factors to be considered shall be based on, but not limited to, the following:
 - i. Cost
 - ii. Experience, integrity, compliance with public policy, financial and technical resources, and other qualifications of the proposing entities
 - iii. Interview with potential providers
 - iv. Adherence to specifications and requirements.

8. Any errors, omissions, or discrepancies in the specifications discovered by a proposing entity must be brought to the attention of the East China School District immediately. Such errors shall be promptly corrected for proposing entities and no proposing entity shall be permitted to take advantage of or suffer harm from these errors.
9. All proposals must be sealed. The proposing entity's name and address must appear on the outside of the envelope. The words "**Transportation Employment Proposal**" must also appear on the envelope.
10. Proposals will be publicly opened and read aloud at East China School District Administration Building, 1585 Meisner Road, East China, MI on Friday, March 1, 2019 at 2:00 p.m. Any interested parties may attend.
11. Each proposer is responsible for submission of its proposal. No proposals shall be accepted after 2:00 p.m. on Friday, March 1, 2019. The East China School District is not liable for any delivery or postal delays. No award will be made at the time of opening.
12. All proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the proposer or any member of the Board of Education or Superintendent of the East China School District, a copy of which Familial Disclosure Affidavit is attached this RFP as Exhibit A. Bid proposals that do not include this sworn and notarized Familial Disclosure Affidavit will not be considered or accepted by the Board of Education.
13. Each proposer by its submission of its proposal releases the East China School District, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the RFP process and the selection of the provider.
14. The proposer 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 the RFP, or any negotiations incidental to its proposal for the RFP.
15. Any decision made by the East China School District, including the selection of a provider, shall be final.
16. The East China School District reserves the right to request additional information from any or all proposers.
17. The East China School District reserves the right to negotiate with the proposer concerning their proposals.

SCOPE AND SPECIFICATIONS

Local school districts have traditionally provided comprehensive transportation services to qualifying students. These operations have included the employment, training, and management of school bus drivers, mechanics, and other support staff; the acquisition and maintenance of vehicles; vehicle routing; customer service; compliance with operational laws and rules; and related activities.

School financial issues demand that local districts exercise all viable strategies for lowering non-classroom operating expenses to avoid reductions in academic programs and services.

This RFP seeks to accomplish a portion of that objective by contracting for the employment of certain current and future school bus drivers with a qualified vendor of personnel management services.

Specifically, the vendor selected under this RFP would become responsible for the following:

1. Recruiting, pre-employment screening, hiring, qualifying, certifying, disciplining and terminating, if necessary, all drivers under its employ, and ensuring required training and licensing for drivers and substitute drivers necessary to fulfill the needs of the East China School District and applicable law. Specifically, the vendor shall ensure that all drivers are in compliance with all legal requirements, including without limitation, the Pupil Transportation Act, Public Act 27 of 1990, as amended, and the Revised School Code, MCL 380.1., et seq., as amended. (See "School District Responsibilities" for Training Reference)
2. Obtaining and maintaining all legally required employment benefits and/or insurance coverage for this category of employee, including adequate liability insurance to ensure protection of the East China School District.
3. Operating a viable payroll system which meets all current federal, state, and local requirements. (See "School District Responsibilities" for Reporting Hours Reference)
4. Conducting all payroll and benefit reporting requirements in full compliance with all federal, state, and local law.
5. Establishing and maintaining any fringe benefit options for bus drivers (401K plans, health insurance, paid leave time, etc.) deemed necessary and/or desirable by the vendor.
6. Ensuring that routine driver scheduling requests are always filled without fail by either a regular or substitute driver. Failure to ensure coverage of properly submitted and timely requests and schedules shall result in a financial penalty to the vendor of \$100.00 per incident.
7. Ensuring that all drivers follow the Policies and Procedures as outlined in the Transportation Handbook.
8. Ensuring that drivers satisfactorily perform all pre-trip, between trip, and post-trip inspections and operations required by law and/or by district. Any item found to be defective on the vehicle is to be noted on the pre-trip sheet and reported to the mechanic or Transportation Supervisor immediately so repairs can be made.
9. Ensuring that the drivers keep the buses clean which includes, washing the bus at least once a week, sweeping and removing trash at least once per day. For out-of-town trips, the bus should be washed before the trip and cleaned inside and out after the trip.
10. Ensuring that drivers follow all safety procedures.
11. Ensuring each bus is refueled, proper oil levels maintained, and eliminate any unnecessary idling.
12. Ensuring each driver performs three practice evacuations yearly.

13. Ensuring each driver has knowledge, ability and willingness to maintain a safe and orderly bus for students; providing appropriate problem resolution and student discipline.
14. Ensure that each driver is professional and can maintain a high level of confidentiality with student and district information.
15. Ensuring that drivers conduct their scheduled routes and runs in a safe, efficient and reliable manner and according to specific information provided by the participating district and according to the district's current operational needs and requirements.
16. Ensuring the provision of all beginner and advanced bus driver training required by law is provided by the local training agency consortium.
17. Ensuring that every participating bus driver undergoes the same level of fingerprinting records check required by law for public school employees. Fingerprint clearances will be held by the East China School District as required by law.
18. Requiring that any arrest/arraignment of a participating driver is reported to the vendor within three (3) business days of the action and ensuring that the East China School District is notified immediately thereafter.
19. Ensuring that every employed bus driver is included in a mandated random drug and alcohol screening program and that the vendor shall observe all requirements of the Omnibus Transportation Employee Testing Act.
20. Ensuring that bus drivers are not permitted to operate a school bus if s/he:
 - a. Has six or more points on his/her driver's license
 - b. Has failed to pass all drug and alcohol testing requirements
 - c. Has failed to pass required training within established time frames
 - d. Has allowed her/his required license and endorsements(s) to lapse.
 - e. Has been involved in a personal injury accident in the school bus.
 - f. Has a lapsed Michigan Department of Education physical card.
21. Ensuring that every employed bus driver has passed a physical examination which meets the requirements of the Michigan Department of Education.
22. Providing the East China School District with a biweekly invoice in such detail as the East China School District may reasonably require including supporting documentation (i.e., time/trip records).
23. Ensuring that no portions of the contracted services are subcontracted without the prior written consent of the East China School District.
24. Providing the East China School District, on a semiannual basis, information required for the Registry of Educational Personnel (REP) in a format approved by the East China School District).
25. Ensuring that every driver has and maintains a valid commercial driver's license, appropriate to the vehicle that is being driven, with air-brakes, passenger, and school bus endorsement as issued by the State of Michigan, together with any applicable federal licensing requirements.
26. Ensuring that each driver shall have a certified safe driving record and no felony conviction for drugs or child abuse or any other felony related to the safe transportation of children, whether or not associated with the operation of a motor vehicle. The East China School District reserves the right to review all findings on a case by case basis to determine applicant qualification and eligibility.
27. Agreeing that the vendor or district each may only terminate a signed contractual agreement for these services on July 1st of any year, or upon mutual agreement. Notice of intent to terminate the agreement must be provided by the terminating party no later than March 1st of any year and delivered by registered mail.

28. Providing, when requested by East China School District, copies of all Secretary of State Abstracts, conviction record transcripts and references on all drivers.
29. Providing, when requested by East China School District, a plan and implementation strategy for a comprehensive safety program, which program shall include, but not be limited to, regularly scheduled safety meetings for drivers that shall, at a minimum, meet and/or comply with all applicable federal and state legal requirements.
30. Ensuring that the transportation of students with special needs or when a vehicle or equipment requires any special expertise, all drivers transporting those students and operating those vehicles must demonstrate proficiency and/or complete special training relevant to those special requirements.
31. Ensuring that there is retraining after a preventable accident or incident or after a driver's evaluation rating of minimally effective or ineffective (or equivalent rating).
32. Ensuring that drivers shall not smoke, possess, consume or be under the influence of alcoholic beverages or controlled substances while providing services prior to undertaking such duty within the timeframe specified in applicable legal requirements, in particular the Pupil Transportation Act or otherwise in the exercise or reasonable judgment.
33. Ensuring that adequate and sufficient management/supervisory staff are provided to assure that the services are properly provided.
34. Ensuring substitute drivers are available for all student routes when required.

East China School District Responsibilities:

1. Providing legally appropriate information and/or references requested by the vendor regarding bus drivers previously employed by the school district.
2. Providing a schedule of established route times and update the schedule as needed.
3. Furnishing the vendor with a verified record of hours worked within each pay period by drivers assigned by the vendor to the school district.
4. Providing the vendor with specific requests for special trip assignments which include, at minimum, the days, hours, type of service required, and any other factors required by the vendor to ensure that the request(s) can be fulfilled. Such requests should be received by the vendor at least three (3) business days prior to the required service for routine needs. Emergency requests may be submitted at any time with the understanding that the vendor will make every effort to provide a qualified driver.
5. Facilitating the fingerprinting process, at the vendor's cost, necessary to execute required criminal history reports.
6. Facilitating the necessary affiliation with a certified drug and alcohol screening agency when requested.
7. Ensuring that the vendor has a means of monitoring drivers' license points and endorsements.
8. Conducting all district transportation operations that follow district guidelines and have individual school principal approval.
9. Providing all onboard equipment required to ensure student safety and training drivers employed by the vendor to properly use that equipment.
10. Maintaining a mutually satisfactory communications link with the vendor.
11. Ensuring that assigned drivers are provided with up-to-date information necessary to deliver safe and dependable transportation of students.
12. Promptly providing payment to the vendor for appropriate, accurate invoices.
13. Furnishing the successful vendor with a copy of the East China School District's "Driver Handbook" for driver guidelines and expectations.

MUTUAL AGREEMENTS AND TERMS

Both parties agree that:

1. The contract shall require that the vendor indemnify, defend and hold harmless East China School District, its Board of Education, employees and agents from and against all claims, causes of action, loss, and damage, including without limitation East China School District's actual attorneys' fees and costs, arising out of or in any way related to the vendor's services.
2. The contract document(s) shall be written for two years with an option to renew for three additional years. The initial contract is expected to commence on July 1, 2019 and would expire on June 30, 2021, unless renewed or terminated by accepted means.
3. The contract will contain specific procedures for complying with all terms and specifications noted herein.
4. The contract will contain specific procedures for maintaining the confidentiality of any information obtained or required to ensure safe services to students.

RFP SUBMISSION REQUIREMENTS

Vendors submitting a proposal should include the following information, any information not included will result in a deduction in evaluating the proposal:

1. Brief description of the agency/company, including a history of service delivery of this type, a list of current school district customers we may contact (with phone number(s) and email addresses).
2. Description of any deviations from the stated specifications or clarifications which are germane to the proposed services and/or costs.
3. Evidence that the vendor is an equal opportunity employer.
4. Complete description and costs of any proposed “elective” benefits to be provided to the drivers employed.
5. Proposed wage scale, including benefits, for both regular and substitute school bus drivers.
6. Proposed fee for service (including the vendor’s profit) expressed as a coefficient to be multiplied by the total of the actual wages.
7. Tiered fee schedule to account for an increase of required drivers during the term of the contract.
8. Proposed/anticipated cost increases for the second year of the agreement. Please express any such increases in the form of a revised coefficient and drivers cost for each of those years.
9. Contact information, including the name, address, phone number, email address, and mailing address of the vendor’s primary contact person.
10. Certification that the proposal is made without any previous undertaking, agreement or connection with any person, firm or corporation making a proposal to provide the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. Information which will serve as an introduction of your company on business letterhead.
12. Background and qualifications of the person who will be involved with East China School District.
13. Description of the chain of command and reporting relationships including an organizational chart referencing the placement of the East China School District liaison.
14. Description of other similar public K-12 school districts in which your company has contracted with providing similar services requested in the RFP.
15. Description of the computer systems and software programs you would utilize in providing the requested services.

16. Description of your formalized in-service training and educational programs.
17. Evidence of the proposer's ability to provide adequate insurance coverage to protect the interest of themselves and East China School District.
18. Description of any other resources to be provided by the proposer, which would result in a safe and efficient delivery of the requested services.
19. References, including contact name, address, phone number, fleet size and scope of services for other services currently being provided or provided in the past of a similar nature to the requested services.
20. Letter setting forth proposer's agreement to be bound by the terms and conditions of the RFP.
21. Certified check or bid bond in the amount of five percent (5%) of the base bid (excluding all alternates) for the first year of the contract made payable to East China School District.
21. Any other information that the proposer believes is relevant to evaluate the proposer's ability to provide the requested services.

EXHIBIT A - Familial Disclosure Form

The undersigned, the owner or authorized officer of _____ (the "Proposer"), pursuant to the familial disclosure requirement provided in East China School District Transportation Employment Management Services Request for Proposals and Specifications, hereby represent and warrant, except as provided below, that no familial relationships exist between bidder(s) or any employee of the East China School District, and/or any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

Dated: _____ PROPOSER: _____

By: _____ Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The instrument was acknowledged before me on the ____ day of _____, 2019, by _____.

Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

EXHIBIT B - Agreement

THIS AGREEMENT, entered into this ____ day of _____, 2019, by _____, hereafter called the "Transportation Employment Services Provider" and East China School District, hereinafter called the "District".

WITNESSETH that the Contractor and the District, in consideration of premises and of mutual covenants, considerations and agreements herein contained, agree as follows:

STATEMENT OF WORK: The Contractor shall furnish all labor and materials and perform all work for: **Transportation Employment Services** in strict accordance with the Request for Proposals, the bid specifications dated _____ and the Contractor's proposal dated _____.

The following additional documents are incorporated as part of, but not attached to, this agreement:

- Letter of Introduction
- Request for Proposal
- Bid Specifications
- Bidder's Proposal
- Performance Bond

TIME FOR COMPLETION: The work shall start on or about July 1, 2019 after the award of the contract and the issuance of the Notice to Proceed.

COMPENSATION: The Owner will pay and the Contractor will accept as payment in full for the performance of the contract, subject to the additions and deductions as listed herein, the amount specified on the base proposal along with the following accepted alternates:

Plus these required alternates:

- Alternate _____
- Alternate _____
- Alternate _____
- Alternate _____
- Alternate _____
- Alternate _____
- Alternate _____

PAYMENTS: Payments will be made in accordance with the provisions set forth in the Request for Proposals.

IN WITNESS WHEREOF: the Parties hereto on this day execute this AGREEMENT in two (2) originals, each of which is deemed an original.

East China School District:

Signature

Title

Date

Contractor:

Signature

Title

Date

Transportation Employment Services Bid Check List

- _____ Any and all exceptions to the bid specifications noted within the Bidder's RFP
- _____ Bid form (the RFP itself) completed, signed, and enclosed
- _____ *Bid Price Spreadsheet* completed in Microsoft Excel, printed, and enclosed
- _____ Bid security enclosed
- _____ Disclosure of all legal action taken against Contractor within the past seven years, at the present, and all pending litigation with an owner. If none, please write "None" on the above line.
- _____ Financial report (e.g., income statement and balance sheet for most recently completed fiscal year)
- _____ List of at least three business references attached (including name of business, contact name, telephone number, and years of service to that customer)
- _____ Résumé(s) of project manager(s)/supervisor(s)
- _____ Worker's compensation experience modification factor (preferably on a document from bidder's worker's compensation insurance company; otherwise, please record factor below _____)
- _____ Addenda receipt acknowledgement form completed below

Addenda Receipt Acknowledgement

Before submitting its bid, the bidder is encouraged to contact the District to determine that the Contractor received all of the addenda issued.

Failure of a bidder to acknowledge receipt of any or all addenda on the bid checklist may be sufficient cause for rejection of the bid.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated _____

Addendum Number 2 dated _____

Addendum Number 3 dated _____

Addendum Number 4 dated _____

**EXHIBIT "C" AGREEMENT
Bid Forms**

Signature Section

The undersigned understands that the Board of Education reserves the right to reject any and all bids and to waive informalities and irregularities in bidding.

If award is made to us under this proposal, we agree to enter into an agreement with East China School District to furnish services in strict accordance with this proposal, bid documents, and all pertinent portions of plans, drawings and specifications.

My signature certifies that the proposal as submitted complies with all specification as set forth within this document (except where noted otherwise).

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under federal law, and can result in fines, prison sentences, and civil damage awards.

I certify that an employee of the firm that I am representing has visited all of the sites for which this service is requested.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Submitted by:

Signature

Date

Printed Name

E-Mail

Title

Telephone Number

Company Name

Fax Number

Street Address

City, State, Zip

AFFIDAVIT OF BIDDER IRAN ECONOMIC SANCTIONS ACT

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the Iran Economic Sanctions Act (MCL 129.313), hereby represents and warrants that it is not an "Iran linked business".

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The instrument was acknowledged before me on the ____ day of _____, 2019, by _____.

Notary Public
_____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

Attach Excel worksheet with hourly rates for each route along with the extended costs.

Total cost of transportation program _____
(This will match the box from the Bid Summary worksheet.)

Does this hourly rate include the vendor profit? _____

If not, please include the rate _____.

Proposed total daily cost times number of student instruction days (180 days in 2018-19 school year).

Alternate Proposal:

Alternate Proposal:

Alternate Proposal:

Please describe each alternate proposal in detail.

Contact Information:

Company Name _____
Address _____
City, State, Zip _____
Phone number _____
Email address _____

East China School District
Transportation Personnel Management Services

Addenda Number 1

Unique Circumstances, Temporary – Interviewing Requirement

The Contractor awarded this contract agrees to interview all District and METS employees who apply for employment within 30 days of their application. This requirement shall expire on September 1, 2019.