

SPECIAL EDUCATION TRANSPORTATION SERVICES

Bay-Arenac Intermediate School District (herein referred to as BAISD), is requesting proposals for the provision of center based special education transportation services described herein. The enclosed specifications outline the requirements and conditions for the furnishing of this service.

The Bay-Arenac Intermediate School District Board of Education (Board) has formally requested BAISD to contract for these special education transportation services, for special education students within the boundaries of the respective districts within Bay and Arenac Counties. This may also include transporting students to programs outside the students resident district boundaries as needs require.

Under the terms of the following The Request for Proposal (RFP), BAISD will contract with a third-party entity that has extensive experience in the transportation of special education students to provide special education transportation to student who participate in center-based programs within Bay and Arenac Counties.

The RFP shall be released and considered based on the following schedule:

March 1, 2019	Release of RFP
April 1, 2019	Bids Due no later than 4pm
April 22, 2019	Final Analysis of Bids (Tentative)
May 6, 2019	Award of Bid by BAISD (Tentative)

The Bay-Arenac Intermediate School District Board of Education (Board) reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of the BAISD to do so. The contract will be awarded, if at all, to the bidder meeting specifications as determined by the Board. Acceptance of a bid by BAISD does not constitute a contract. The final contract document will be subject to negotiation and the Board will approve execution of a contract.

- I. Definitions:
 - A. Addenda: Communications issued by Bay-Arenac Intermediate School District (herein referred to as "BAISD") prior to the execution of the contract, which modify or interpret the specifications by addition, deletions, clarifications, or corrections.
 - B. Proposal: A complete and properly signed document, proposing to provide the services described in the specifications for the sum(s) stipulated therein, supported by the data called for by the specifications.

- a. Proposed Contract Sum: The stated sum in the proposal for which the Proposer offers to perform the services described in the specification and other documents composing the proposal.
- b. Proposer: One who submits a proposal to BAISD for the services described in the specifications.
- c. Specifications: The Request for Proposal (RFP), including any addenda, and any other detail or requirement established by BAISD that is provided to potential bidders.
- d. Contract: The contract resulting from BAISD's acceptance of the Proposer's proposal that encompasses the RFP and the accepted terms of the successful proposal.
- e. Students/Pupils are BAISD and (Local Education Agency) LEA enrolled children and/or adults in a transition program that are to be transported.

All definitions set forth in the general conditions of the RFP for services are applicable to all related proposals.

II. Instructions to Bidders:

- A. In order to be considered, all proposals shall be delivered to Bruce Curtiss, Bay-Arenac Intermediate School District, 4228 2 Mile Road, Bay City, Michigan 48706, **on or before April 1, 2019 at 4:00pm**. Any proposals received that do not conform to the instructions contained in the RFP shall not be considered and shall be returned to the proposer.
- B. Project Description:
 1. Proposer shall, during the term of the contract, furnish all management, supervision, drivers, equipment, services, necessary buses and related vehicles, and necessary vehicular and liability insurance required to provide contracted special education transportation services that would require a bus fleet to travel approximately 805 square miles of land (363 square miles for Arenac and 442 square miles for Bay) as set forth in the specifications and described under the Terms and Conditions of this RFP.
 2. "Special Education Transportation" shall include, but not be limited to, the safe, reliable, timely, and efficient transportation of each and every pupil designated by BAISD to be transported between the home of that special education pupil and special education program designated by BAISD or the relevant student's Individualized Education Program (IEP). Such transportation shall be provided for each and every day that such school instruction is provided for such pupils and in accordance with bus routes and schedules submitted by the Proposer to BAISD and approved by BAISD.

3. Special education transportation shall also include, but not be limited to the safe, reliable, timely, and efficient transportation of special education pupils or other authorized persons as may be designated by BAISD for field trips, after-school excursions, or any other purpose designated by BAISD.

C. RFP and addenda availability:

Copies of this RFP and any associated addenda may be received from Bruce Curtiss, Chief Financial Officer for BAISD at 4228 2 Mile Road, Bay City, MI 48706 between the hours of 8:00am and 4:00pm, Monday through Friday, prior to the time and date specified as the deadline for submittal of proposals.

D. Bonding and Proposal Security:

1. All proposals shall be accompanied by a proposal bond, irrevocable letter of credit or cashier's check for an amount equal to not less than 5% of the first year's proposed contract sum as security, pledging that, if the Proposer's proposal is accepted by BAISD, the proposer will enter into a contract with Bay-Arenac Intermediate School District on the terms stated in this RFP and the proposal. Should the Proposer refuse to enter into a contract or fail to furnish required performance bonds in accordance with this RFP, the amount of the security shall be forfeited to BAISD as liquidated damages, not as a penalty.
2. BAISD will retain the proposal security of Proposers until either (a) the contract has been executed and performance bonds have been furnished, or (b) the specified time has elapsed so that the proposals may be withdrawn, or (c) all proposals have been rejected.
3. A performance bond in an amount equal to 5% of the proposed contract sum for the first year of service may be required for the successful Proposer. The decision to require a performance bond rests in the sole discretion of BAISD. BAISD will allow for a reasonable competitive additional cost to be paid to the successful Proposer for the purposes of securing such bonding provided that cost is included as an "add-alternate" in the relevant proposal. The bond shall be written in a form acceptable to BAISD, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current dated copy of his/her Power-of-Attorney. The expiration date of the Power-of-Attorney shall not precede the date of the bonds. This performance bond requirement may be waived by BAISD, in its sole discretion, upon the completion of a satisfactory period of services by the successful Proposer. If required, the Proposer shall deliver the bonds to BAISD no later than the date of execution of the contract.

III. Contract:

- A. A contract associated with any proposal shall not be considered valid and binding upon BAISD until (a) negotiation of the successful Proposer's terms, conditions and proposed form of contract are finalized, and (b) the proposed contract is approved by BAISD Board of Education.
- B. Period of Contract:
The term of the contract shall commence August 27, 2019 and shall continue through August 31, 2020, with an option to extend. In addition to the period established above, Proposers may submit a supplemental alternate for a different time frame. For purposes of the contract, the term "Contract Year" shall mean each one year period commencing September 1 during the term of the contract. BAISD is requesting proposals for a three (3) year contract, with two (2) one (1) year extensions. The contract may be extended and /or renewed beyond such terms as the parties may agree to in writing.
- C. Award of Contract:
 - 1. The award of the contract is contingent upon securing an acceptable proposal within BAISD's discretion.
 - 2. The contract shall be binding and enforceable only upon satisfaction of the terms of Section III(A) of this RFP and the execution by BAISD and approval of the Board of Education of Bay-Arenac Intermediate School District.
- D. Except as expressly provided in the specifications, the agreement will be negotiated between BAISD and the successful Proposer. The form of contract will include the requirements within this RFP, as specified herein as part of their proposal. Any submitted proposal shall be executed by the Proposer as an offer to BAISD to contract on the terms specified therein.

IV. Clarification:

Prospective Proposers may request that information in the RFP be clarified. All such requests should be made in writing to Bruce Curtiss, Chief Financial Officer at 4228 2 Mile Rd., Bay City, MI, 48706. An email request may be sent to crutissb@BAISD.net and must include "Clarification for Transportation RFP" in the subject area. A written response (Addendum) to all written requests for clarification will be made within five (5) business days after the receipt of such requests. **No requests for clarification will be accepted after 4:00pm on March 25, 2019.** The responses to any requests for clarification will be provided to all prospective Proposers who are on record with BAISD as having received an RFP.

V. Proposals:

- A. All prices quoted must be firm prices for a maximum period of sixty (60) days to allow acceptance by BAISD. If awarded the contract, the prices offered by that Proposer will then be firm for the duration of the contract, subject to the terms of the specifications and the contract.
- B. All prices and quotations 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 fluids are to be initialed.
- C. It is the intent of BAISD to award the contract in due course after a reasonable proposal evaluation period to the best Proposer considering all the requirements set out in the specifications. BAISD reserves the right to accept or reject any or all proposals. BAISD also reserves the right to award partial bids and is also not bound to accept the lowest qualified proposal.
- D. Complete sets of specifications shall be used in the preparation of individual proposals. BAISD assumes no responsibility for the misinterpretations resulting from the use of an incomplete set of specifications.
- E. BAISD, in making copies of the specifications available, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use. All written materials are protected by the copyright laws of the United States under Title 17 of the United States Code.
- F. Two (2) paper copies of the proposal and one electronic copy of the proposal in Adobe "pdf" format on a flash drive shall be submitted addressing all areas required by this specification.
- G. All support data shall be furnished. Failure to address all segments of the specification may result in rejection of the proposal in BAISD's sole discretion.
- H. The proposal shall include a cover letter and brief executive summary, the legal name of the Proposer and a statement as to whether the Proposer is a sole proprietor, a partnership, or a corporation or other legal entity. Each 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 current Power-of-Attorney, certificate of authorization, or board resolution attached certifying agent's authority to bind the Proposer in contract.

VI. Submission of Proposals:

1. The proposal copies, the proposal security, and any supporting data required to be submitted with the proposal shall be enclosed in the same sealed envelope, identified as "Special Education Transportation Bid" on the face of the sealed envelope.
 2. The proposed contract sum shall be in annual figures, utilizing the format provided in Section XII(B) of this RFP and included in the sealed envelope. The three-year quotation should include the years 2019-20 through 2020-2021. The five-year quotation should include the years 2017-18 through 2023-24. A detailed schedule that replicates the current system and provides adequate explanation for computing annual cost must also be included, which shall consist of a written narrative of the Proposer's plan with billing information. Alternative pricing methods may be considered only if the Proposer is first considered responsive to pricing the system described in the specifications. The Proposer shall include the pricing methodology in the proposal.
 3. Oral, telephonic, telegraphic, fax or email proposals **are INVALID and will not receive consideration.**
- J. Each proposal provided must include the following criteria and any other criteria required by the specifications. Each of these criteria lists the section of the RFP in which the requirement is detailed.
1. Proposal bond, not less than 5% of the first year cost of the proposal (refer to Section II(D)).
 2. Two (2) paper copies and one (1) electronic copy of the proposal (refer to Section V(F)).
 3. Cover letter and executive summary (refer to Section V(H)).
 4. Cost proposal – Exhibit C (refer to Section VI(A) and (B)).
 5. Proposer's attestations (refer to Section K).
 6. Statement of qualifications (refer to Section L).
 7. If applicable, signed copies of the addenda cover sheets (refer to Section VI(F)).
 8. List of management staff (refer to Section VIII(A)).
 9. Acknowledgment of At-Will status of management, driver, aide and mechanical staff (refer to Sections VIII(A); IX(B)(1)(b); IX(B)(2) and IX(B)(3)).
 10. List of training programs (refer to Section VIII(B); X(B)(5)(b); X(7)(d)).
 11. Safety Program (refer to Section X(B)(8)).
 12. Fleet issues (refer to Section XIII(A)).
 13. Preventative Bus Maintenance program (refer to Section XIII(C)(3)).
 14. Listing of experience with Michigan State Police Motor Carrier Division inspections, including results and any corrective action taken (refer to Section XIII(C)(4)).

15. Recording and communications equipment and costs (refer to Sections XIII(D) and E)).
16. List of references with names of districts, addresses, telephone numbers and contact persons (refer to Section XVIII).
17. Affidavit of Bidder – Familial Relationships (Exhibit D)
18. Affidavit of Bidder – Compliance with School Safety Initiative Legislation (Exhibit E)
19. Affidavit of Bidder – Iran Economic Sanctions Act (Exhibit F)

K. Proposer's Representative – The Proposer's representative shall attest to the following:

1. Proposer shall have read and understands the specifications documents and the proposal that is made in accordance therewith.
2. Proposer shall warrant that they have been familiarized with the local conditions (i.e. roads, weather, urban vs suburban vs rural, etc.) under which the work is to be performed.
3. Proposer's price proposal is based upon personnel and equipment described in the specifications and in accordance with all specifications, conditions and terms without exception.

L. Qualifications of Proposers:

1. Each Proposer shall submit as part of the proposal a statement of Proposer's qualifications. BAISD shall have the right to take such steps as is necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner, per the specifications.
2. In determining the qualifications and responsibilities of the Proposer, BAISD shall take into consideration those criteria listed in the specifications and any other information that BAISD deems necessary; which will be consistently applied.
3. The right is reserved to reject any proposal where an investigation and evaluation of the Proposer's qualifications give BAISD doubt that the Proposer could perform prompt and efficient completion of the work per the contract.

M. Discussion of Proposals:

1. BAISD may or may not conduct post proposal negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations, if they occur, will involve only Proposers who submit proposals which fall within a competitive range to be determined by BAISD. Proposals will be evaluated in the following manner:

- a. Quality of response to Request For Proposals.
- b. Apparent capability of Proposer to supply services as described in the specifications and the evaluation of the proposal based on the criteria contained in the specifications.
- c. Price

2. Proposals received from unqualified Proposers will be returned.

VI. Proposal Consideration:

A. Proposal Review and Negotiations:

1. Post proposal negotiations may be conducted jointly with BAISD and Proposer's representative, at the request of BAISD only.
2. The Proposer's representative shall be qualified to provide administrative and technical clarifications to the proposal.

B. Rejection of Proposals and Waiver of Technicalities or Information:

1. BAISD reserves the right to reject any and all proposals and to waive all informalities and/or technicalities where the best interest of BAISD 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 special education transportation services, the lowest cost proposal may not be evaluated to be the best proposal.
2. Grounds for the rejection of one or more proposals include, but shall not be limited to:
 - a. Failure of proposal to conform to requirements of the specifications.
 - b. Submitting a proposal imposing conditions which would modify the terms and conditions of the specifications or limit the Proposer's liability to BAISD on the contract awarded on the basis of each specification.
 - c. Submitting a proposal determined by BAISD to be unreasonable as to price.
 - d. Proposer determined by BAISD not to be a responsible Proposer.
 - e. Failure to furnish a proposal guarantee as required by the specifications.
 - f. Any other reasons as determined by BAISD which will be consistently applied.

- C. Technicalities or minor irregularities in proposals may be waived if BAISD determines that it will be in BAISD's best interest to do so, when such are mere matters of form not affecting the material substance of a proposal or are some immaterial deviations from or variation in the precise requirements of the specifications and have no, or a trivial or negligible effect on price, quality, quantity, or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Proposers. BAISD may in its discretion either give a Proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to BAISD to do so.

D. Treatment of Proposals:

1. Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of the contract. However, after the award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal and which is not contrary to Michigan law.
2. A contract may be awarded on the proposal as submitted. BAISD may elect to negotiate as to technical performance or price, or both, with Proposers whose proposal falls in the competitive range as defined by BAISD.

E. Modification or Withdrawal of Proposal:

1. A proposal may not be modified, withdrawn or canceled by the Proposer during the stipulated time period following the deadline designated for the receipt of proposals.
2. Prior to the deadline for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the deadline designated for receipt of proposals. Such notice shall be in writing over the signature of the Proposer and be received by BAISD prior to the official deadline for receipt of proposals.
3. Any modification of a withdrawn proposal shall be submitted in the same fashion as required by this RFP and shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal as invalid.
4. Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to Proposers.

F. Addenda:

1. Addenda will be delivered by email transmission to all who are on record with BAISD as entities who have requested and were furnished specifications.
2. No addenda will be issued later than five (5) days prior to the date for receipt of proposals.
3. Each Proposer bears full responsibility for confirming prior to submitting a proposal that he/she has received all addenda issued, and if addenda are issued, a signed copy of each addendum cover sheet shall be included with the proposal.

III. Insurance:

A. The Proposer shall insure jointly the liability of itself, BAISD, and their duly authorized representatives for damage to property or injury to persons which arise as a result of the contract and the duties of the Proposer which arise therefrom. Such insurance shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Michigan. Proof of such insurance, a statement of coverage limits and a copy of the applicable policy shall be provided to BAISD prior to execution of the contract as stated in Section VII(B) below. Failure to do so shall be a justifiable basis to act against the Proposer's bid security.

B. The Proposer shall maintain insurance coverage satisfactory to BAISD, including with respect to coverage limits and deductibles, and as set forth below during the term of the contract. The Proposer shall furnish evidence thereof to BAISD not less than thirty (30) calendar days before coverage is required and services are scheduled to begin pursuant to the contract. Such evidence shall be in the form of a certificate of insurance issued to BAISD and shall include a minimum of sixty (60) days notification to certificate holders of cancellation or change in the policy and shall be extended to include BAISD as additional insureds. The proposed insurance provider(s) must be recognized to do business in the State of Michigan.

C. The Proposer shall maintain such public liability insurance that will protect the Proposer from any claims for damages for personal injury, including death, and damage to property that may arise from operations under, related to, or about the contract.

D. The Proposer shall maintain such workers compensation as will protect the Proposer from claims that may arise from operations under, related to, or about the contract.

E. The following types of insurance, limits of liability, and policy extensions are required of the Proposer and (except for limit) all sub-contractors:

Workers compensation and employers liability insurance

Coverage A – Statutory

Coverage B - \$500,000 per accident

Broad Form Comprehensive General Liability Insurance (including – Premises, Contractual, Products and Completed Operations – Including Broad Form Extensions, and Sexual Misconduct Coverage)

Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000
Products & Completed Operations Aggregate	\$10,000,000
Personal Injury & Advertising Injury	\$10,000,000
Fire/Legal	\$ 100,000

Comprehensive/Collision Automobile Liability Insurance (owned, hired, and non-Owned automobiles) (All buses will be owned by Proposer; BAISD will NOT maintain the fleet to be utilized in the transportation of students)

Bodily & Property Damage \$10,000,000 Combined Single Limit

The Proposer shall not commence work under the contract until all insurance stated in these specifications is obtained and BAISD has reviewed all associated insurance policies. Relevant insurance certificates are to be made available to BAISD not less than ten (10) days prior to Proposer's commencement of work under the contract.

VIII. Management:

A. The Proposer shall provide management staff to coordinate all Proposer functions described in the request for proposal. These staff members shall ensure that BAISD special education transportation service needs are smoothly and efficiently met. The Proposer must employ or subcontract with state-certified school bus trainers and examiners who will be available to meet the training, evaluation, and instructional needs of drivers transporting BAISD pupils. The proposal shall include a list of the proposed management staff. The Proposer shall, on the written direction of BAISD, remove and replace any and all proposed management staff at will from the provision of services to BAISD under the contract.

B. Proposer and its drivers are required to comply with any and all standards, regulations, codes and laws of the State of Michigan and the federal government, including but not limited to transportation issues, privacy issues, student record issues and any other issues arising out of the services provided pursuant to the contract. Further, the Proposer and its drivers must abide by the applicable policies of BAISD. BAISD and the Proposer shall cooperate in providing ongoing in-service training to all drivers and aides employed to transport BAISD students. The Proposer's proposal shall include a listing and description of the proposed training programs. **All employees of Proposer must attend these training sessions and all drivers must hold and maintain a valid school bus driver license and certification.** Topics to be addressed will include, but not be limited to, driving skills; behavioral programs (specifically Crisis Prevention Intervention training); public relations with students, parents, and school personnel; first aid; basic medical information; emergency procedures; and student evacuation drills including evasive maneuvers, pre-trip, post-

trip, accidents, etc. See also Section X and IX(B)(2) herein. As mandated by the Public Acts of Michigan, 1990 P.A. 187, as amended, all drivers must have an annual physical and attend a six (6) hour training session at least once every two (2) years. In addition, a criminal history and a criminal record check must be done on all employees providing services under the contract and all criminal record checks must be submitted to BAISD before employment by Proposer in order to meet State of Michigan requirements. All CDL employees must comply with the drug and alcohol testing program requirements and evidence of training shall be made available to BAISD.

C. The Proposer agrees to advise BAISD on routine organization and operation matters concerning the transportation services, provided that such consultation does not disrupt the Proposer's ability to perform the services described in the request for proposal.

D. Proposer shall be fully responsible for the care and supervision of the students during their period of transportation. The transportation of a student shall be deemed to have begun when such pupil prepares to board the vehicle and shall be deemed to have ended when the student has completed alighting from the vehicle at a reasonable safe place in which to alight in view of the circumstances then prevailing. Further, unless otherwise permitted pursuant to the relevant pupil's IEP, prior to the pupil alighting from the vehicle, the driver must visually verify a responsible person is present to receive the pupil. If no such person is present, the driver shall not permit the pupil to alight from the vehicle, shall proceed with the vehicle's scheduled run and, within a reasonable time, return to the pupil's stop to again attempt to visually verify whether a responsible person is present to receive the pupil. If, after that second attempt, there is still no responsible person present to receive the student, the driver shall contact dispatch and review the transportation plan for the student to identify the next course of action. BAISD or their authorized representatives, shall not in any way or manner be answerable or suffer loss, damage, expense or liability of any kind or nature arising from such transportation service either by accident, negligence, thefts, vandalism, or any cause whatever, and Proposer shall indemnify BAISD, or their authorized representatives for all liability of every kind and nature arising from accident, negligence, or any cause whatever that BAISD may suffer arising out of or in any way related to the Proposer's performance under the contract.

E. Proposer agrees not to assign this contract or any interest therein, without the prior approval in writing of Bay-Arenac Intermediate School District.

IX. Operations, Routing, and Scheduling:

A. Operating Requirements:

1. The proposer shall provide all students transportation necessary to meet BAISD's regular home-to-programs-to-home and other related special

education transportation needs as described by BAISD. Service shall be provided on school days and on other days designated by BAISD.

2. The Proposer shall, as requested by BAISD, provide other special education transportation for school sponsored activities when such other transportation does not conflict with regular home-to-programs-to-home and other related special education transportation service.
3. The Proposer shall, as requested by BAISD, provide other transportation that may conflict with regular home-to-programs-to-home and other related special education transportation service if that transportation does not require the Proposer to utilize more vehicles than BAISD has requested be dedicated to other transportation service.
4. BAISD operational information:

The 2019-2020 academic school year begins August 27th and ends approximately June 7th. Summer school usually runs from late June to late August and runs for eight (8) weeks, 3-5 days per week. BAISD does not currently have a transportation department. A mix of cab services, city bus routes and local district transporters currently transport student who attend BAISD special education programs. Currently 2 city bus companies, 1 taxi cab services and local transporters. Currently LEAs transport 9 inbound route and 7 outbound routes; City buses transport 10 inbound and outbound routes; and taxi runs transport 7 inbound and 7 outbound routes. There are currently 11 midday (Early Childhood) runs.

B. Staff Management Requirements:

1. Driver management requirements:
 - a. The Proposer shall hire and utilize for the contract only drivers who meet all federal, State of Michigan, and BAISD's standards, and who do not have careless or reckless driving records. Drivers will be subject to periodic review and screening by the Proposer and BAISD. School bus drivers shall meet the training requirements of BAISD in first aid, adult/child/infant CPR, handling infectious diseases, blood borne pathogens, and behavior management. Drivers who develop a careless or reckless driving record while employed by the Proposer shall not be used to provide services pursuant to the contract.
 - b. The Proposer shall make every attempt to ensure the highest level of continuity of drivers and aides on specific routes to permit drivers and aides to become familiar with routes, drops, and individual pupil requirements, as well as to permit pupils and their parents/guardians to become familiar with the Proposer's personnel. However, the Proposer shall, on the written direction of BAISD, remove and replace any and all proposed driver staff at will from the provision of services to BAISD under the contract.

2. School bus aide requirements:

BAISD will use their current staff to serve as bus aides.

3. Mechanical staff requirements:

The Proposer shall maintain the fleet to the highest standards possible. However, the Proposer shall, on the written direction of BAISD, remove and replace any and all proposed mechanical staff at will from the provision of services to BAISD under the contract. **BAISD does not maintain a bus garage.**

4. Routing and scheduling:

The Proposer shall operate buses along routes designed and scheduled by the Proposer and approved by BAISD by the time services begin under the contract. The Proposer shall coordinate with BAISD routing and scheduling to assure that students are transported safely, efficiently, and in a timely manner, and shall provide BAISD with cost estimates for each route designed. The Proposer shall schedule all routes, in keeping with pupil safety, so as to deliver students within a reasonable time to their respective stops with a reasonable time after the close of the program day. Proposer shall perform the work described in the contract and in these specifications diligently so as to assure adherence to all relevant school schedules, and the Proposer shall assume responsibility for timely delivery of pupils to and pick-up of pupils from programs. At no time shall the Proposer's office or garage be used as a depot for the transfer of students. Proposer shall structure all bus routes with particular attention to reasonably minimizing pupil ride times on standard bus routes. To that end, no pupil's ride time shall be more than sixty (60) minutes for Early Childhood Special Education pupils, and ninety (90) minutes for elementary and transition age students, exclusive of staging periods, except as may be excused by express written notice from BAISD.

5. Changes in established routes or stops:

Changes to established routes, stops, or schedules must be reviewed and approved by BAISD. Proposer shall include a written cost estimate associated with any proposed change in an established route. If approved, such change shall be implemented by the Proposer as soon as possible, ideally no more than three (3) but no longer than five (5) working days after Proposer is notified of approval by BAISD, unless otherwise mutually agreed upon by all parties. In all cases, runs, routes, and stops must conform to all

IEPs and applicable federal, state, local, and BAISD laws, regulations and policies. Proposer's manager may be invited to participate in transportation pertinent IEP committee meetings and such participation shall be included as part of the services required by the contract.

6. Change in school schedules:
 - a. BAISD shall receive a 50% daily discount from daily rate being charged BAISD by the Proposer for special education transportation services under the terms of the contract on those days when the schools and classes are closed to ensure the health and safety of students, for the reason of inclement weather, or any other lawful reason, provided that BAISD has notified the contractor by 6 a.m. of the day the schools originally scheduled to be open are to be closed.
 - b. The Proposer shall cooperate with BAISD to maintain good public relations with the community and news media so that any pertinent items or issues affecting the transportation program or the students served by BAISD can be brought to the attention of the public. Included in such service shall be Proposer's organization of and participation in one or more parental meetings prior to the beginning of each academic year to review services, expectations, limitations and applicable written student safety regulations.
 - c. The Proposer shall provide one and one-half hour (1 1/2) hour response time to provide transportation services after verbal notice of any instances in which school classes are canceled in the middle of a school day for reasons of emergency, inclement weather or other lawful reason. Similar response time shall be provided by the Proposer in instances of delays in the beginning of school classes.
7. Proposer shall establish a protocol by the time services commence under the contract, approved by BAISD that requires Proposer to contact and communicate with parents/guardians of pupils concerning special needs, schedule coordination, extended absences and other logistical concerns.
8. Proposer shall implement protocols by the time services commence under the contract, approved by BAISD, that address how instances are to be handled when no responsible and authorized adult is available at pupil's stop to receive that pupil. Such protocols shall be consistent with the requirements of Section VIII(D) of this RFP.

C. Dispatch:

The Proposer shall ensure that:

1. An appropriate size and type of bus is assigned to each run each day.
2. The bus assigned to each run is in compliance with legal and contractually described maintenance requirements.
3. Each run is assigned to a driver who is available to drive it.
4. Each run is assigned to a driver who possesses all relevant endorsements or credentials required by law, regulation, standard or policy to drive the type of bus assigned to that run or to transport the pupils assigned to that run.

D. Options to cancel:

BAISD shall have the option to cancel any scheduled co-curricular trip on the BAISD's notification of the provider at least 24 hours prior to the time of the first scheduled pupil pick-up.

E. Limitation of the BAISD's obligations:

BAISD is not at any time obligated to request other transportation services from the Proposer, nor pay for services not received, with the sole exception of the failure to timely cancel scheduled service.

F. BAISD's right to contract separately:

BAISD expressly retains the right to contract separately with other vendors or entities for any transportation services not expressly awarded to Proposer by the contract.

X. School Bus Driver Requirements:

A. Pre-employment screening:

The Proposer shall develop and implement a pre-employment interview and/or screening program for all candidates for employment in conjunction with the Proposer's performance under the contract. The Proposer agrees that in recruiting employees for new or open positions in the cooperation of the Contract, it will emphasize its efforts to recruit from the communities situated within the boundaries of the BAISD. The pre-employment interview and/or screening program shall be designed to assist the Proposer in determining the candidate's suitability for work with school pupils in the transportation setting. That program shall seek to identify those candidates who may be suitable for assignment of transportation services for the handicapped. That program shall require that each candidate satisfy or exceed all legal requirements, including the examination of the candidate's criminal history, unprofessional conduct history, drivers licensing, school bus driver licensing and certification, training and motor vehicle record, as required by the State of Michigan.

Further, it shall include a criminal history and criminal record background check. A pre-employment physical shall be administered which will meet the MDE bus driver requirements including appropriate tests for the presence of any substance abuse. Copies of the MDE certifications cards for Proposer's employees who will be providing services pursuant to the contract shall be available to the BAISDD upon request. In the event any of the pre-employment screening is failed by a potential employee, that employee shall not be hired by the Proposer for any position that serves BAISD pursuant to the contract.

B. Credentials and Related Requirements:

1. License and permits:

- a. Every driver employed by the Proposer to provide services to BAISD must have and maintain a valid school bus driver license and certification in satisfaction of 1990 PA 187, as amended, appropriate to the vehicle that is being driven, with a passenger endorsement as issued by the State of Michigan. BAISD shall not pay for Proposer's required license cost, and all such costs shall be borne by the Proposer. Copies of driver's license verifications of Proposer's employees providing service pursuant to the contract shall be available to BAISD upon request.
- b. Every driver and driver supervisor shall have successfully completed the basic bus driver education program and continuing education programs as required by 1990 PA 187, as amended, and the Michigan Department of Education. Additionally, a driver supervisor shall successfully complete the supervisor training program.

2. Health Requirements:

- a. Each school bus driver employed by the Proposer shall be in sufficient health to satisfy all laws and regulations of the State of Michigan governing school bus drivers.
- b. In compliance with Michigan State Police Motor Carrier Division and Department of Education requirements, every driver, whether permanent, temporary, or substitute, prior to driving for the Proposer to serve BAISD shall submit to the Proposer a completed Medical Examiners Certificate. The certificate must be updated bi-annually, or more frequently if BAISD or Proposer has reason to believe that the driver is not physically able to drive, as provided by law. It is the responsibility of the Proposer to ensure such certificates and updates are timely obtained.

3. Special Considerations:

- a. When a run requires transportation of students with special needs (such as handicapped pupils who require special medical care), or when a bus requires any special expertise to operate (such as a bus with a wheel chair lift or a transit type bus), all drivers, whether permanent, temporary, or substitute, who will transport those students or operate those buses shall first demonstrate proficiency and /or complete special training relevant to those special requirements. BAISD may also choose to establish and require compliance with other requirements that are rationally related to the special services to be performed, to the extent permitted by law. For instance, and not intended to be any limitation, BAISD may require that all personnel who will have to lift handicapped children be physically capable of performing the required lifting.
- b. Upon request by BAISD, subject to the Proposer's rights as employer to control and direct its employees, the Proposer shall consult with BAISD concerning the Proposer's continuing assignment of employees to provide services to BAISD. Any Proposer employee deemed by BAISD in its good faith determination to jeopardize the reputation of, public support for, or confidence in the provision of services by the Proposer shall be transferred by the Proposer to functions other than services to BAISD to the extent permitted by law. Such transfer, if based only on BAISD's determination, shall be without stigma or negative connotation.

4. Drug Use Prevention:

- a. Grounds for testing:
 - I. The Proposer shall conduct or cause to be conducted tests acceptable to BAISD that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to:
 1. All permanent, temporary, or substitute drivers, aides, and mechanics before they begin work under this agreement;
 2. Any trainee who will drive a Proposer owned vehicle (test results must be obtained before the trainee drives the vehicle);

3. Any person (whether that person is a permanent, temporary, or substitute employee, or a trainee of the Proposer) involved in an accident but not absolved of fault at the scene by a law enforcement officer while driving a vehicle or transporting BAISD pupils under the contract; and
4. Any driver whom the Proposer or BAISD has reasonable cause to believe has reported to work or is at work on the Proposer's or BAISD's property while under the influence of alcohol or drugs.

II. Results of such tests shall be made available to BAISD prior to the beginning of the contract, and annually as part of the required physical examination.

b. Proposer shall not hire or continue to utilize as a special education transportation driver any individual who fails to test negative for illegal drugs, controlled substances or alcohol.

5. In-service Training (must meet state mandated requirements):

a. Proposer shall establish in-service training for professional development such that every driver and bus aide, whether permanent, temporary, or substitute, must each year successfully complete the following training:

I. Such in-services as is required by the Michigan Department of Education to maintain the validity of the school bus drivers certificate;

II. At least sixteen (16) hours of training covering safety practices, procedures, law, and pupil management, (including CPI training) and;

III. Such other training as may be required by applicable law.

b. Proposer's proposal shall specifically identify the training program to be implemented by Proposer as an exhibit to the proposal. See also Section VIII(B) herein.

c. BAISD shall be entitled to review or monitor any and all training provided by Proposer.

6. Retraining:

The Proposer or BAISD may assign mandatory retraining after a preventable accident or incident or after driver's evaluation. A driver assigned such retraining may not continue to drive a bus transporting BAISD's pupils until such retraining has been successfully completed.

7. Original Training:

- a. Such specialized training as is necessary to prepare the driver or aide to serve the handicapped pupils and to advise such personnel of the applicable code of conduct by which they must abide.
- b. Such other training as may be required by applicable law.
- c. The above types of training, except original training, may be applied toward the annual in-service training requirements.
- d. Proposer's proposal shall specifically identify the training program to be implemented by Proposer as an exhibit to the proposal. See also Section VIII(B) herein.

8. Safety Program:

Safety of students is a paramount concern of BAISD. In recognition of this priority, the Proposer shall plan and implement a comprehensive safety program and shall ensure the availability of a qualified management employee to conduct the program. The program shall include, but not be limited to, regularly scheduled safety meetings for drivers and aides. Such a plan shall be included in the proposal. Proposer shall provide at least one safety evaluation training exercise not less than every 90 days, with the first to be conducted within the first two calendar weeks of each academic year, for the duration of the contract.

9. Supplies:

The Proposer is responsible for procuring all supplies, materials, parts, equipment (including adaptive equipment identified as necessary by the relevant IEP), utilities, and related expenses for items necessary to provide the services called for in the contract, unless otherwise specifically agreed to in writing by BAISD.

XI. Fuel:

The Proposer will factor fuel costs into the per diem and excess hourly charges fees.

XII. Compensation and Billing:

A. In consideration for services, BAISD shall pay to Proposer all sums due and owing and calculated according to the billing methodology as prescribed in the proposal as accepted by BAISD. Not later than fifteen (15) working days after the end of each month during the term of the contract, Proposer shall submit to BAISD a statement of its services rendered during the preceding month. After verification of the statement, BAISD shall pay the amount due to Proposer on or before the thirtieth (30th) day of the month in which the statement has been submitted.

B. Proposer to provide an annual percent increase factor for a three (3) year contract, five (5) year contract and continuing years.

(3)(5) Year Quotation

Base Annual Cost - 2019-2020	\$ _____
2020-2021	_____ % increase over prior year
2021-2022	_____ % increase over prior year
2022-2023	_____ % increase over prior year
2023-2024	_____ % increase over prior year

The above quotation shall cover and include all services and equipment referenced in the specifications, except where expressly provided to the contrary. Any services or equipment not described herein shall be in addition to the above quotation. Charges for such services or equipment shall be identified with sufficient detail.

C. In the event BAISD's transportation needs materially change during the term of the contract and BAISD desires to alter the base services provided by the Proposer as described in the contract, including any extensions or renewals hereof, then at the request of either party, the rate(s) of compensation payable under the contract shall be subject to renegotiation.

XIII. Equipment:

A. Proposers shall submit detail regarding their planned replacement schedule for all buses they will use for transporting BAISDs' pupils. All equipment and buses must satisfy applicable laws, regulations and standards of the federal government and the State of Michigan. Vehicles shall be no older than:

1. Conventional buses - Ten (10) model years

- B. Proposer shall provide buses in sufficient number to efficiently transport all pupils for whom BAISD orders services, including an adequate number of spare buses to ensure continuous service without interruption. Required quantity of spares shall not be at a ratio lower than 20% (2 spares for every 10 buses). Buses shall be of sufficient capacity to permit every pupil transported to be seated.
- C. Fleet Maintenance:
1. The Proposer shall continually maintain all equipment in a safe and first class condition. The equipment must pass any and all inspections by the Michigan State Police Motor Carrier Division.
 2. BAISD or its agent reserves the right to inspect any and all buses at any time for purposes of assuring the successful Proposer's compliance.
 3. Proposer maintenance of all equipment is of the utmost importance to BAISD, therefore the following additional minimum requirements must be met:
 - a. The Proposer must establish and implement a maintenance system with comprehensive preventative maintenance scheduling and inspections.
 - b. The Proposer must have available for inspection by BAISD monthly maintenance reports for each vehicle summarizing all repairs, parts and responsible mechanics.
 4. Every Proposer must list its experience with Michigan State Police Motor Carrier Divisions inspections and identify a reference with the Michigan State Police Motor Carrier Division who is familiar with the Proposer's history of fleet maintenance. Proposer shall provide a schedule of inspection results for 2015-16 and 2016-17 and the list of any vehicles tagged either red or yellow, and the corrective actions taken for such vehicles.
- D. Proposer shall state as a per-unit, add-alternative the cost to have installed on a vehicle used to transport pupils pursuant to the contract a video camera or comparable recording device of acceptable quality and function to BAISD capable of continuously recording images of events and occurrences while that vehicle is being used to transport pupils pursuant to this contract. BAISD reserves the right to require the installation of such equipment, at that unit price, on one or more vehicles.

- E. Proposer shall provide in each vehicle used for pupil transportation pursuant to the contract a reasonable and effective means of instant, direct voice communication between the driver of a vehicle and the Proposer's dispatch. Such means of communication must be sufficient to provide communication coverage throughout the entire area in which pupils are to be regularly transported. The proposal shall expressly state how the Proposer expects to satisfy this requirement.

XIV. Facilities:

Proposer shall store, dispatch and maintain the equipment to be utilized and shall maintain an office from which to manage its operations at facilities located within or in convenient proximity to the business office of BAISD.

XV. Proposer's Records and Reporting Requirements:

A. The Proposer shall make available at any time to BAISD all operating records that BAISD may request. Additionally, the Proposer will provide the data to BAISD as specified in this section and others mutually agreed on by BAISD and the Proposer.

- 1. Mileage and fuel costs reports (as required); and
- 2. Detailed account of number of times each run is made on a weekly basis.

B. The Proposer shall be required to provide that data in order for BAISD to file all State of Michigan required reports including but not limited to the following:

- 1. SE 4107 bus inventory
- 2. SE 4094 Transportation Report
- 3. SE 4159SL Special Education Logs
- 4. Daily transportation attendance records for each one way trip by route (format to be reviewed by Chief Financial Officer to confirm compliance with reporting requirements)
- 5. Other data deemed necessary to meet compliance with state and federal reporting requirements for transportation.

XVI. Accident Reports:

A. All accidents or incidents involving BAISD's pupils, personnel, and any vehicles and/or equipment transporting them, shall be verbally reported immediately to BAISD's superintendent or Director of Special Education. A written report shall also be submitted to BAISD's superintendent or Director of Special Education within twenty-four (24) hours.

B. Accident reports shall make clear and provide at a minimum the following:

1. Whether pupils were on the bus or loading or unloading from the bus at the time of the accident;
2. Whether any identifiable personal injuries occurred and the names of the person(s) injured;
3. The driver, location, involvement of other vehicles, and nature and extent of any property damage;
4. Accident and incident reports completed by the Proposer's management and by drivers; and
5. Name and badge number of the reporting officer.
6. Any other pertinent information to permit a full and complete account of the accident.

C. The Proposer shall further provide to BAISD Superintendent any accident reports obtained from law enforcement agencies as soon after the accident as they become available. The Proposer shall also submit all required reports to the Michigan Department of Education and Michigan State Police Motor Carriers Division. An accident shall be defined as any incident in which there was damage to any property and/or injury to any person or as otherwise defined by applicable statutes and/or regulations.

XVII. BAISD's rights & responsibilities:

A. Discipline on the school bus:

1. Pupils transported in a bus shall be under the direct authority of, and responsible directly to the driver of the bus specified by rules of the Michigan Department of Education, BAISD policy and procedures.
2. BAISD shall delegate to Proposer driver while students are on the bus the necessary authority to supervise and to control students on the vehicles operated by it, while they are en route under such rules as are adopted by BAISD, but such authorization shall not include the right to administer corporal punishment as defined by Michigan law, nor the right to eject any offender. BAISD shall be responsible for student discipline.
3. The Proposer shall report to BAISD any incidents of misconduct on the bus and any corrective action taken. Proposer shall provide forms for this purpose. No pupil shall be suspended from a school bus without following the relevant school guidelines for suspension. Every driver/aide shall at all times adhere to BAISD established student disciplinary policies.
4. Proposer shall, in conjunction with special education administrators, review and comply with any student's behavioral plan, if applicable.
5. The Proposer shall assist with student discipline as outlined, including necessary parent/student meetings. Should an appeal be necessary, the

parent may appeal to the Director of Special Education for Bay-Arenac ISD, 4228 2 Mile Rd, Bay City, MI 48706.

6. The Proposer shall ensure that drivers are available to participate in parent/teacher/administrator conferences concerning transportation related disciplinary problems.

B. Bus availability for inspection purposes:

The Proposer shall make any vehicles used to transport BAISD students available to BAISD at any reasonable time for inspection by BAISD and Michigan State Police Motor Carrier Division.

XVIII. References:

Proposers shall provide a list containing not less than three (3) contact names, addresses and phone numbers of separate entities who have contracted with the Proposer, including a reference for Special Education Transportations Services.

XIX. Termination of Contract:

A. In addition to any other rights BAISD may have, it shall have the right to declare the Proposer in default if:

1. Proposer becomes insolvent, makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against it;
2. Proposer abandons the work;
3. Proposer refuses to proceed with the work when and as directed by BAISD or fails to correct within a reasonable correction period of not more than seven(7) days any unsatisfactory performance after receiving notice from BAISD of such unsatisfactory performance;
4. Proposer sublets, assigns, transfers, conveys, or otherwise disposes of this agreement other than as herein specified;
5. BAISD Board of Education determines that Proposer is, or has been willfully or in bad faith, violating any of the provisions of the contract;
6. Any applicable laws have been violated by Proposer or its agents, servants, or employees;
7. In the sole determination of BAISD, Proposer operates the fleet in a manner that imperils the safety of the passengers;
8. In the sole determination of BAISD, any vehicles provided by the Proposer are not in excellent mechanical condition or if the Proposer fails to maintain buses in accordance with legal vehicle standard or in accordance with BAISD's vehicle standards;

9. The Proposer's licenses or permits that are legally required to perform transportation service called for by this agreement have been suspended or revoked;
10. The Proposer is subject to liens due to non-payment of payroll taxes;
11. The Proposer fails to adhere to routes, runs, and schedules approved by BAISD.

During the course of the contract, a meeting may be called at any time by the Proposer or BAISD to review the quality of special education transportation services provided or any other issue that may arise.

- B. In the event State of Michigan's funding levels and related formulas are reduced beyond those levels established for the 2019-2020 fiscal year, BAISD reserves the right to terminate the contract. In the event of such termination, the Proposer shall be entitled only to compensation for those services provided to the date of termination. Proposer shall have no right of any special or consequential damages in the event of such termination.

XX. Force Majeure:

In the event the Proposer is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, loss of transportation facilities, governmental action or any condition or cause beyond Proposer's control, BAISD shall excuse Proposer from performance of the contract for the duration of that condition. In the event the Proposer experiences employee work stoppages due to picketing, strike, lockout, labor dispute, etc., the Proposer will be required to continue the performance of the contract as executed.

XXI. Hold Harmless/Indemnification Agreement:

The Proposer shall hold harmless and indemnify BAISD's, and their respective Board members, officers, agents, employees from every claim or demand, including the cost of legal defense, by reason of:

- A. Injury to the Proposer's employees or BAISD respective employees or students, and any injury to person or property sustained by the Proposer or by any person, firm, or corporation employed directly or indirectly by the Proposer in connection with the Proposer performance under the contract however caused.
- B. Injury caused by the Proposer's employees and any injury to person or property sustained by any person, firm, or corporation, caused by an act, neglect, default, or omission of the Proposer, by any person, firm, or corporation directly or indirectly employed by the Proposer in connection to the Proposer performance under the contract.

XXII. Financial Statement:

As part of the Proposal evaluation process the finalist may be requested to provide a copy of its most current financial statement. Such financial information shall be kept confidential to the extent permitted by law.

XXIII. Proposal Evaluation Criteria:

To adequately measure the capabilities of the Proposer, BAISD will evaluate and score each Proposal in accordance with the categories presented below.

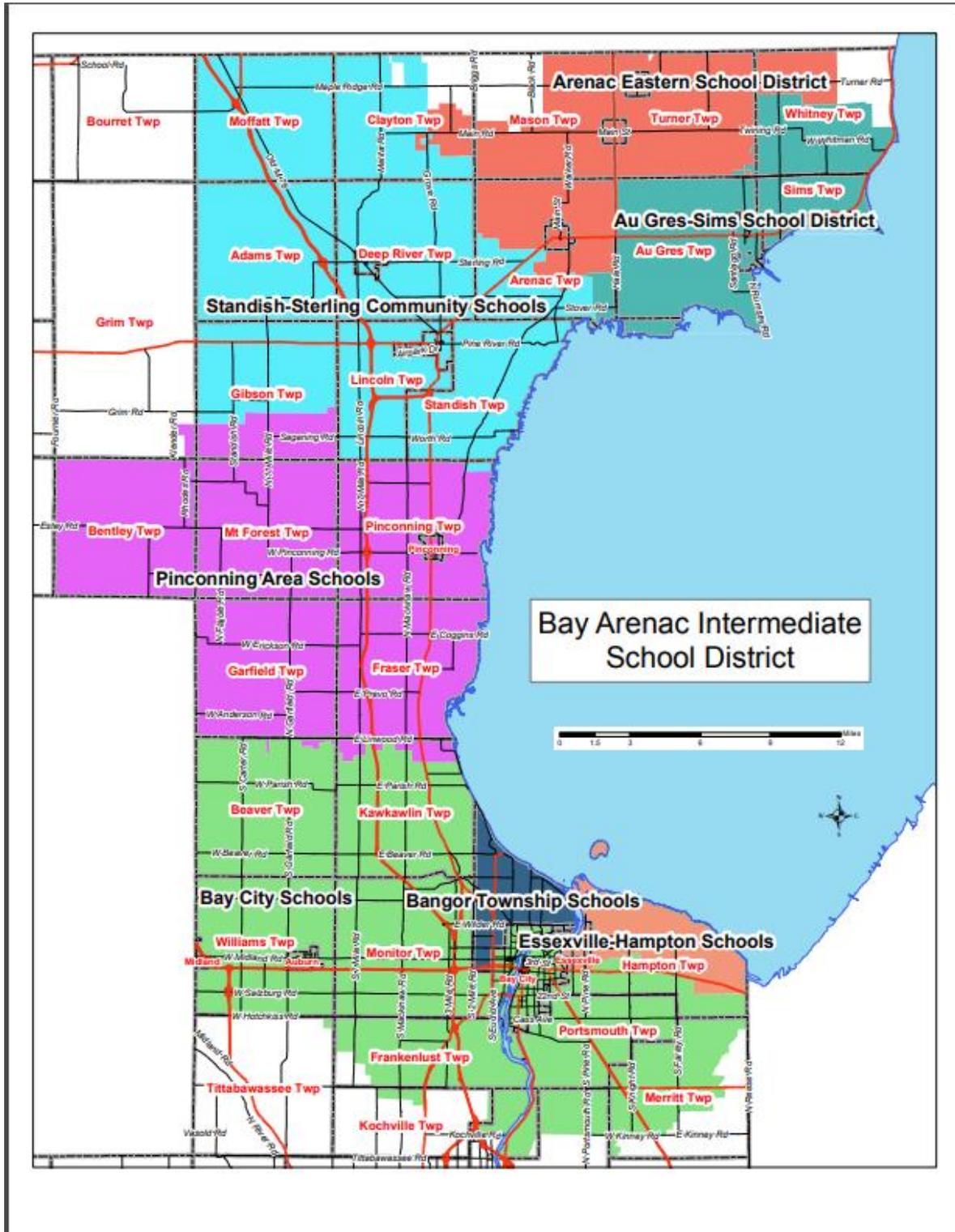
BAISD reserves the right to consider all relevant and reasonable criteria in selecting the successful Proposer which may or may not be expressed in this specifications description.

Category:

- Experience – 15%
 - Board’s direct experience, if any, with Proposer
 - Reference checks
- Reliability – 15%
 - Proposer’s references in the State of Michigan
 - Proposer’s financial standing
 - Proposer’s ability to handle extra work
- Operational Plan – 15%
 - Proposer’s driver safety and training programs
 - Proposer’s student safety programs
 - Proposer’s routing plan and process
 - Proposer’s maintenance program
 - Proposer’s hiring and retention programs
- Expertise of Personnel – 10%
 - Proposer’s direct experience in special education transportation
 - Staff experience
- Proposer’s price – 45%
 - Including Proposer’s insurance coverage and bonding

List of Exhibits:

Exhibit A	Map of Bay-Arenac Intermediate School District
Exhibit B	RFP Requirement Checklist
Exhibit C	Cost Proposal
Exhibit D	Affidavit of Bidder – Familial Relationships Form
Exhibit E	Affidavit of Bidder - Compliance with School Safety Initiative Legislation
Exhibit F	Affidavit of Iran Economic Sanctions Act



Requirement Checklist

Exhibit B

Point by Point Response to RFP Requirements

<u>Item</u>	<u>Complete</u>	<u>Incomplete</u>	<u>Reason for</u>
<u>Incomplete</u> Proposal Bond			
Two Copies of Proposal and One electronic copy (pdf)			
Cover Letter/Executive Summary			
Cost Proposal			
Attestations			
Statement of Qualifications			
Signed copies of addenda – cover sheets			
Certificate			
List of Management Staff			
Acknowledgment of At-Will Status of Staff			
Training Program			
Safety Program			
Fleet			
Bus Maintenance Program			
Experience with Michigan State Inspection			
Recording/Communications Equipment			
References			
Affidavit of Bidder – Familial Relationships			
Affidavit of Bidder – Compliance with School Safety Initiative Legislation			
Affidavit of Bidder – Iran Economic Sanctions Act			

Cost Proposal

Exhibit C

Proposer to provide an annual percent increase factor for a three (3) year contract, five (5) year contract and continuing years.

3(5) Year Quotation

Base Annual Cost - 2017-2018	\$ _____
2018-2019	_____ % increase over prior year
2019-2020	_____ % increase over prior year
2020-2021	_____ % increase over prior year
2021-2022	_____ % increase over prior year

The above quotation shall cover and include all services and equipment referenced in the specifications, except where expressly provided to the contrary. Any services or equipment not described herein shall be in addition to the above quotation. Charges for such services or equipment shall be identified with sufficient detail.

Affidavit of Bidder – Familial Relationships Form

Exhibit D

The undersigned, the owner or authorized officer of (the “Bidder”), pursuant to the familial disclosure requirement provided in the Bay-Arenac Intermediate School District advertisement for professional contracted transportation services, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder(s) or any employee of any of the above mentioned “District(s)”, and any member of the Boards of Education of the District(s) or the Superintendents of the District(s).

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____ 2017, by

_____.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

**Affidavit of Bidder – Compliance with School Safety Initiative
Legislation**

The undersigned, the owner or authorized officer of (the “Bidder”), certifies to Bay-Arenac Intermediate School District that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any “District(s)” property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any “listed offenses”.¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder’s employees, agents, vendors, subcontractors or consultants, and who will work at or on any “District(s)” property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within three (3) business days to the “District(s)” when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the “District(s)” if that person is subsequently convicted, pled guilty or pled no contest to that crime.

BIDDER: _____

By: _____

Its: _____

¹The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act (SORA), MCL 28.722

²MCL.380.1535a(1). 50

Exhibit F

AFFIDAVIT OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of (the "Bidder"), certifies to Bay-Arenac Intermediate School District (the "BAISD"), that any and all persons who will work directly or indirectly for the Bidder, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a Contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, the cost of the BAISD's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an Invitation To Bid for three (3) years from the date the it is determined that the person has submitted the false certification.

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____ 2017, by

_____.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____