

**REQUEST FOR PROPOSALS
FOR
PUPIL TRANSPORTATION SERVICES**

**KENOWA HILLS PUBLIC SCHOOLS
2325 4 Mile Road NW
Grand Rapids, Michigan 49544**

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I. OVERVIEW & OBJECTIVES OF RFP

Kenowa Hills Public Schools (the “School District”) currently provides pupil transportation services for the general education and special needs students enrolled in the School District through a third-party contracted transportation services provider. The current service provider also maintains all buses used to perform the transportation services for the School District. The primary objective of this Request For Proposals For Pupil Transportation Services (the “RFP”) is to offer experienced professional pupil transportation services entities the opportunity to present a thoroughly detailed Proposal of their **qualifications** and **experience** in providing and performing pupil transportation services for school districts and, in particular, *their ability and capacity to provide contracted pupil transportation services for both general education and special needs students and maintain the fleet of buses used to perform these services*. The secondary objective is to solicit proposals under which a contractual relationship may be established with an experienced and qualified pupil transportation services entity to provide the transportation services requested by the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability.

II. SCHOOL DISTRICT PROFILE AND OVERVIEW OF CURRENT SERVICES

The School District covers approximately forty-seven (47) square miles servicing areas of the Cities of Walker and Grand Rapids, as well as the Townships of Alpine, Tallmadge and Wright in Kent County and Ottawa County, Michigan. This RFP contemplates and is intended to procure transportation services for the School District to provide pupil transportation for designated general education and special needs students to and from designated schools, programs and extra-curricular activities on a daily basis.

The School District operates its transportation services in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, as well as any Individual Education Plans (“IEP”) of the respective special needs students. The services requested under this RFP would provide transportation services for those designated general education and special needs students utilizing routes approved by the School District.

III. RFP PROCESS OVERVIEW

A. RFP Documents. The RFP and related documents will be available through the School District’s website at:

<https://www.khps.org/bid-opportunities>

B. RFP Timeline. The School District’s anticipated timeline for this RFP process and its selection of a Contractor is as follow:

Issuance of this RFP	April 9, 2021
Mandatory Pre-Proposal Conference (<i>Via Zoom</i>) <i>Zoom Meeting ID: 970 9012 7892</i> <i>Passcode: 200337</i>	10 a.m. – April 16, 2021
Deadline for Intent to Respond	5 p.m. – April 20, 2021
Deadline for Requests for Clarification	1 p.m. – April 23, 2021

DUE DATE FOR PROPOSALS

1 p.m. – April 30, 2021

School District's Consideration of the Contract

May, 2021

Commencement of Services

July 1, 2021

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest. Moreover, throughout this RFP, a prospective pupil transportation services entity is referred to as the "Contractor."

- C. Pre-Proposal Conference.** A Pre-Proposal Conference will be held via a Zoom Virtual Meeting utilizing the below Meeting ID and Passcode at the date and time set forth in Section III.B. above.

Zoom Meeting ID: 970 9012 7892

Passcode: 200337

The Pre-Proposal Conference will be used to provide an overview of the RFP process, the desired transportation services, and to address questions from prospective Contractors who attend the Pre-Proposal Conference.

- D. Intent to Respond.** Each Contractor who intends to submit a Proposal in response to this RFP is asked to submit an "Intent To Respond" by e-mailing jgilchrist@khps.org on or before **5 p.m., April 20, 2021** (Subject Line: Transportation RFP Intent To Respond). The Intent To Respond shall include the name of the Contractor, the name of a contact person and that person's e-mail address, and any other information requested in the form. Failure to submit an Intent To Respond by the aforementioned deadline does not preclude a Contractor from submitting a Proposal; however, only those prospective Contractors who submit an Intent to Respond will be directly notified by the School District of any addenda to this RFP or any supplemental notices and information, if such are issued, and it shall be the Contractor's sole responsibility to check the School District's website for the same.
- E. Evaluation of Proposals.** Following the receipt of Proposals, the School District will review and evaluate the scope of, and methods and procedures for, the proposed Transportation Services, as well as cost structures proposed to provide effective Transportation Services for the School District within the scope of this RFP and the Contract. While cost and fees will be a key component of the evaluation process, past experience and capacity to provide the Transportation Services and Maintenance Services will also be reviewed independently and through the references of each entity.
- F. Contractor Interviews.** The School District may select one or more experienced and qualified companies to proceed with the interview and negotiation process from those submitting Proposals. The School District, in its sole and absolute discretion, will select the Proposal(s), if any, that it deems most qualified to serve the best interests of the School District, and may elect to move forward with all, some or none of the services contemplated herein. The School District, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the

companies submitting Proposals. A major portion of the negotiations will include the financial terms of the Contract.

- G. Reservation of Rights.** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to negotiate with the Contractors concerning their Proposals. In the event a Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to thereafter nullify its acceptance, reject said Proposal and select another Contractor.

IV. RFP PROTOCOL & PROPOSAL SUBMISSION DUE DATE

- A. Requests For Clarification.** Contractors may request that the School District clarify information contained in this RFP. *All such requests must be made in writing via e-mail only.* No response will be made to any oral questions. The School District will not respond to any Request For Clarifications received after the deadline for submission set forth in Section III.B. above. All Requests For Clarification and inquiries must be directed to John Gilchrist at jgilchrist@khps.org (Subject Line: Transportation RFP Request For Clarification). All questions and answers will be posted on the School District's website. It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the supplemental information, including, but not limited to, all Addenda to this RFP as described in Section IV.B. below.
- B. Modifications and/or Addenda to this RFP.** If it becomes necessary to revise any part of this RFP, notice of the revision will be posted to the School District's website. All addenda shall become a part of the RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof. Only those prospective Contractors who attend the Pre-Proposal Conference will be directly notified by the School District of any addenda to this RFP or any supplemental notices and information, if such are issued.
- C. Due Date for Submission of Proposal.** The due date and time for receipt of Proposals is **APRIL 30, 2021 at 11 a.m. local time (the "Due Date")**. In the event the School District is closed and the location for submission set forth in Section IV.D. below is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time/location on the next business day (M-F) the affected location and/or the School District is open.

- D. Proposal Submission Process.** All Proposals must be submitted utilizing the Proposal Forms included in this RFP. **ALL PROPOSALS MUST BE SUBMITTED IN HARD COPY AND IN A SEALED ENVELOPE.** All Proposals must be signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted or considered. In addition to the signed original Proposal, each Contractor shall also submit four (4) complete duplicate hard copies of the Proposal and one (1) copy of the entire Proposal on a flash drive. If there is any discrepancy between the hard copy Proposal and the electronic version, the hard copy shall control. *Please refer to Section V. below regarding Proposal Format & Content Requirements.*

All Proposals must be submitted via mail courier or hand delivery and addressed as follows:

KENOWA HILLS PUBLIC SCHOOLS
Attn: John Gilchrist
2325 4 Mile Road NW
Grand Rapids, Michigan 49544

Additionally, the envelope/box containing the Proposal must be marked in the lower left-hand corner as follows:

SEALED PROPOSAL ENCLOSED
PUPIL TRANSPORTATION SERVICES
[Contractor's Name]
[Contractor's Address]
[Contractor's Telephone Number]

- E. Opening of Proposals:** At approximately 11:10 a.m. on the Due Date stated above, the School District will acknowledge receipt of and open all timely submitted Proposals publicly via a **Zoom Virtual Meeting utilizing the below Meeting ID and Passcode.** No immediate decision will be rendered.

Zoom Meeting ID: 964 1719 8707
Passcode: 672994

- F. Proposal Revisions.** Contractors who desire to revise their Proposal after submission may do so by submitting a revised Proposal in the manner and format required herein prior to the Due Date and time set forth above. The supplemental Proposal revision must clearly state "Revised Proposal" on the outside of the envelope.
- G. Late Proposals.** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date specified above will not be accepted or considered. The School District is not liable for any delivery delays. Each Contractor should confirm with the School District that it received the Proposal. All Proposals received after the Due Date specified above will be returned by making them available to the respective Contractor, unopened, for said Contractor to pick-up, at its sole cost and expense, for a period of two (2) weeks.

- H. Finality of Decision.** Any decision made by a School District, including the Contractor selection, shall be final.
- I. Misrepresentations.** If it is discovered, prior to an award, that a Proposal contains false, misleading, or otherwise inaccurate information, the Proposal will be subject disqualification on those grounds. If it is discovered, after the Contract has been awarded and executed, that the Contractor provided false, misleading, or otherwise inaccurate information, the Contract may be terminated by the School District.
- J. Release of Claims.** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.
- K. Contractor Bears Proposal Costs.** A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- L. Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of sixty (60) calendar days following the Due Date for receipt of Proposals set forth above.
- M. Collusive Bidding.** By submission of a Proposal, the Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- N. Gifts, Gratuities or Kickbacks.** The offering and/or acceptance of gifts, gratuities or kickbacks from Contractors to School District Board Members, personnel, employees, agents and their respective family members is strictly prohibited.
- O. Anti-Discrimination.** By submission of a Proposal, the Contractor certifies that it does not discriminate through employment practices based on religion, race, color, national origin, age, gender or gender identity, sexual orientation, height, weight, marital status or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. If it is discovered, prior to an award, that such certification is false, the Proposal will be subject disqualification on those grounds. If it is discovered, after the Contract has been awarded and executed, that the Contractor's certification is false, the Contract may be terminated by the School District.

V. PROPOSAL FORMAT AND REQUIREMENTS

This outlines the information that must be provided by the Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis.

Proposals should demonstrate: (i) an understanding of the scope of Transportation Services; (ii) the Contractor's ability and capacity to perform the Transportation Services and Maintenance Services contemplated herein; and (iii) any other information that the Contractor feels is significant with respect to the School District making an informed

decision relative to the Proposal. Each Proposal should include, at a minimum, the following. For purposes of this RFP, brevity in the Proposals is encouraged.

- A. A short “Executive Summary” (cover letter) which gives a brief overview of the Contractor and clearly identifies the Contractor’s capabilities and capacity to provide all or only some of the Transportation Services and Maintenance Services requested herein. *This should also include the number of years the Contractor has been in the business of providing transportation services, including number of years of providing transportation for K-12 school districts*
- B. A list of references of the Contractor, including contact names, addresses, phone numbers and type and scope of transportation services provided. The School District is particularly interested in detailed evidence if the Contractor is currently providing similar transportation services for K-12 public school districts or educational institutions of similar size and scope as the School District.
- C. A detailed list setting forth any exceptions to this RFP or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP, the form of Contract or the form of Use Agreement (if applicable) cannot be met by, or on the Contractor’s opinion are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP, the Contract and the Use Agreement (if applicable) 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 and made part of the Contract and/or Use Agreement.
- D. Evidence of the Contractor’s experience and capability with implementing and operating on-site, in-district state-of-the-art computerized routing management that includes all facets of pupil transportation management and routing, boundary planning, and interface with School District student enrollment programs with automatic downloads of Student enrollment.
- E. Evidence of the Contractor’s ability to provide adequate insurance coverages as required by this RFP, the Contract and Use Agreement to protect the interests of the Contractor and the School District. The Contractor must also provide a worker's compensation experience modification factor on a document from the Contractor’s worker's compensation insurance carrier.
- F. Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP, the Contract and Use Agreement, including, but not limited to, the Michigan Revised School Code (MCL 380.1 *et seq*), the Pupil Transportation Act (MCL 257.1801 *et seq.*) and the Individuals with Disabilities Education Act (20 USC 1400 *et seq*), and any rules and regulations promulgated thereunder.
- G. A completed Proposal Pricing Form as provided in **APPENDIX B**.
- H. A completed Familial Disclosure Affidavit provided as **APPENDIX C**.

- I. A completed Iran Linked Business Affidavit provided in **APPENDIX D.**
- J. A completed Anti-Discrimination Certification provided in **APPENDIX H.**
- K. A schedule indicating the wages and benefits the Contractor will offer its employees and personnel under its Proposal.
- L. A detailed transition and implementation plan for the Transportation Services and Maintenance Services.
- M. Any other information and/or resources to be provided by the Contractor, not listed above, which would demonstrate or enhance the Contractor's ability to carry out the Transportation Services and Maintenance Services required under this RFP and the Contract.

VI. SCOPE OF SERVICES UNDER RFP

The successful Contractor shall provide pupil transportation services for the safe and reliable, on-time transportation of students for the designated transportation Routes requested herein on a daily basis, and within the defined parameters of the School District and in accordance with the Contract, and well as provide the necessary maintenance and repair of all buses in the Bus Fleet (as defined herein). This RFP contemplates Transportation Services and Maintenance Services for the 2021-2022 through 2023-2024 school years, with the ability to extend the contract and continue these Transportation Services and Maintenance Services for the 2024-2025 through 2026-2027 school years, at the option of the School District. Throughout this RFP, the "Transportation Services" and "Maintenance Services" may be referred to collectively as the "Services."

- A. **Scope of Transportation Services.** The successful Contractor shall manage and provide pupil transportation services as follows (the "Transportation Services"):
1. Safe and reliable, on-time transportation of general education and special needs students to and from school on a daily basis (including AM/PM routes and mid-day runs/shuttles) within the School District's defined parameters and in accordance with the Contract.
 2. Safe and reliable, on-time transportation of students for extra-curricular and athletic activities and field trips as requested by, and within the defined parameters of, the School District and in accordance with the Contract.
 3. Work in conjunction with the School District regarding student discipline issues and carry out any student discipline directives of the School District in accordance with School District policies, procedures and practices.
 4. Efficient routing of all general education, special needs and other transportation routes of the School District, including but not limited to extra-curricular routes and field trips, as outlined in this RFP and the Contract. The Contractor may alter any of the existing routes of the School District, **provided that** all routes conform to all federal and state laws, as well as policies of the School District, **and all routes are approved in writing by the School District prior to implementation.**

The Contractor may **not** otherwise alter any of the Routes of the School District without the School District's prior written consent.

5. Continuous analysis of the transportation operations of the School District in order to effectively manage costs, while maintaining services levels in accordance with School District policy and safety protocol. The Contract shall identify and implement operational efficiencies that will lead to cost reductions in the School District's Transportation Services.

B. Scope of Maintenance Services. The Contractor shall maintain all School District-owned buses and Contractor-owned buses (if any) serving the School District in a good and safe mechanical and operating condition (the "Maintenance Services"). All such buses shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire term of the Contract. The Contractor shall maintain all buses in strict accordance with all State, Federal, and any other local government minimum standards and regulations for school buses, including but not limited to, the Pupil Transportation Act, Michigan Public Act 187 of 1990, as amended, MCL 257.1801 *et seq.* (the "Pupil Transportation Act"), and such additional requirements as set forth in the Contract. The Contractor shall maintain the buses so that their condition remains equal to or exceeds that condition recorded on the written inspection form provided to School District by the Contractor, normal wear and tear excepted. Mechanically, the buses shall be maintained in a condition approximating that set out by the original manufacturer and necessary to pass all required inspections thereof. Replacement parts used for any School District-owned bus shall only be those which are "OEM approved" replacement parts. The Contractor shall be responsible for all costs and expenses associated with the maintenance of all School District-owned buses and Contractor-owned buses serving the School District. All costs for labor required for maintenance and repair of the White Fleet requested by the School District is included in the rates of Maintenance Services unless the Contractor can demonstrate that its Maintenance Personnel cannot complete the requested White Fleet maintenance without the use of additional/over-time, in which case such labor will be paid for by the School District at an hourly rate (or ¼ hour fraction thereof). Parts for White Fleet maintenance and repair will be paid by the School District at cost. The School District may elect to continue to provide replacement parts through its current vendors, or service the White Fleet through other vendors.

C. Routes. The School District is seeking Proposals to operate and provide Transportation Services for its current eighteen (18) defined routes during the school year, as well as routes it may operate on an extended calendar in the summer, if applicable. Attached hereto as **APPENDIX A** is the current School District transportation routes and other information (each a "Route" and collectively the "Routes"). These Routes represent the School District's current anticipated services for these designated Routes for the 2021-22 school year and are provided for informational purposes to assist Contractor's in submitting a Proposal. However, due to the fluctuating nature of student population and the educational programs of the School District, the exact parameters of any Route may be subject to change by the School District.

- D. School District's Classification of a Route.** The Routes listed in **APPENDIX A** generally incorporate the AM run and PM run, with some also including a Mid-Day run as well. The School District's classification of a Route includes the collective AM, Mid-Day and PM runs, if any, that are operated by the same bus/driver during a day for purposes of the Contract and Pricing under this RFP.
- E. Days of Operation of Routes.** To conform with the State of Michigan's instructional time requirements, the School District generally operates each Route for **175 days per school year** in accordance with the School District's approved calendar. However, some Routes transport special needs students for extended year programs may operate longer. *See **APPENDIX A** for further details.*
- F. Buses.** The School District maintains and operates thirty-two (32) buses, consisting of twenty-three (23) daily route buses and eight (8) spare buses (the "Bus Fleet"). The School District owns all buses in the Bus Fleet. The School District's Bus Fleet ranges in age from 1 to 14 years. *See **APPENDIX G** for information on each bus.* The Contractor shall utilize the Bus Fleet for the sole purpose of providing the Transportation Services for the School District under the terms and conditions of this RFP and the Contract and for no other purpose(s) without the School District's prior written consent. All buses must be inspected annually by the Michigan State Police and evidence of successful passage of each annual inspection must be provided to the School District.
- G. Bus Specifications and Equipment.** All buses in the Bus Fleet are operated, equipped and maintained in strict compliance with all applicable federal, state and local laws, rules and regulations, including but not limited to the Michigan Pupil Transportation Act, as well as all School District Board of Education policies, procedures, rules and regulations. If any equipment or portion of a School District-owned bus is damaged due to the acts or omissions of the Contractor, the Contractor shall be liable for, and shall repair or replace such damage to a condition as good as prior to such damage occurring, at its sole cost and expense.
- 1. Radio Communication Equipment.** All buses in the School District's fleet are equipped with two-way radio communication equipment. The successful Contractor may utilize the radio communication equipment currently installed in School District-owned buses. The successful Contractor shall maintain the entire radio communications system and shall document existence of a maintenance contract annually to the School District, at its sole cost and expense. The successful Contractor may upgrade the radio communication system for the buses if it so desires, upon the prior written approval of the School District. At the expiration or earlier termination of the Contract, all School District-owned buses shall have equipment equal to that which is on those buses at the commencement of the Contract, which equipment shall be in good working order.
 - 2. Video Surveillance System.** All buses in the School District's Bus Fleet are equipped with a 4-camera video surveillance system. The successful Contractor may utilize this video surveillance system currently installed in School District-owned buses, as well as spare equipment. The successful Contractor shall

maintain the entire video surveillance system, at its sole cost and expense utilizing manufacturer authorized personnel and parts. At the expiration or earlier termination of the Contract, all buses servicing the School District shall have equipment equal to that which is on those buses at the commencement of the Contract, which equipment shall be in good working order. The Contractor acknowledges that it shall cooperate with the School District regarding, and adhere to the School District's policies, procedures, rules and regulations relating to, the use of video surveillance tapes, viewing and disclosure thereof in connection with any Student disciplinary or other actions relating to Students arising from the Transportation Services.

- H. Bus Replacement.** The School District and the Contractor will work cooperatively to develop a schedule/plan to retire/remove School District-owned buses from service. It is the intent of this RFP that the buses in the Bus Fleet will not exceed 14 years of age, and the average age of the Bus Fleet, as calculated at the beginning of each school year, will not exceed 8 years. Any new buses which are necessary for the provision of the Transportation Services for the School District will be purchased by the School District unless otherwise agreed to by the parties in writing.
- I. Fuel.** The School District utilizes a third-party fuel vendor through an off-site fueling station to obtain all necessary fuel for the School District's transportation operations. The School District will continue to provide and pay for fuel necessary for the School District's transportation operations. Fuel shall only be used for the buses used to provide the School District's Transportation Services. The School District utilizes a manual fuel management system to track fuel usage. The School District will require the Contractor to continue to utilize this system.
- J. Transportation Facility.** The School District owns and operates a facility located at 4473 Remembrance Road NW, Walker, Michigan 49534 (the "Transportation Facility"). The Transportation Facility includes a transportation maintenance garage, bus parking area, and space for offices and driver's lounge. The School District will allow the successful Contractor to use the Transportation Facility in order to provide the Transportation Services and Maintenance Services contemplated under this RFP and the Contract in accordance with the terms and conditions of the Use Agreement and for no other purpose without the express written consent of the School District. The successful Contractor will be responsible for keeping the Transportation Facility and bus maintenance garage in a clean working order at all times, as well as the cost of utilities for the Transportation Facility. The School District will be responsible for capital expenses for the Transportation Facility; however, the Contractor will be responsible for repairs to the Transportation Facility caused by the acts or omissions of the Contractor, its employees and agents. The School District or another contractor will be responsible for custodial services at the Transportation Facility, and general snow removal from the main parking lot. The Contractor shall be responsible for all snow removal from the buses, and any ancillary snow removal around entrances to the Transportation Facility. The Contractor will also be able to utilize the School District's computers which are necessary for the current routing, scheduling and maintenance operations of the School District's systems. Aside from

the aforementioned computers and the capital equipment installed at the Transportation Facility, there is no office equipment, computers or other tools at the Facility which would be available to the successful Contractor.

- K. Contractor Personnel.** The Contractor is responsible for the selection, evaluation, training, compensation, and retention of transportation employees, including all necessary drivers, bus aides (if required by the School District for a Route(s)), management and clerical personnel necessary to perform the Transportation Services and operate all designated Routes.
- L. Performance Guarantee.** In order to ensure the Contractor provides on-time Transportation Services and delivers the Transportation Services in accordance with the terms and conditions of the Contract, the Contractor will be subject to liquidated damages for failure to provide on-time Transportation Services in accordance with the terms and conditions of the Contract.

VII. CONTRACT CHARACTERISTICS

- A. Form of Contract.** This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined below) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **APPENDIX E**. The Contract contains many details relative to the transportation operations of the School District, as well as the terms and conditions under which the Services shall be provided by the successful Contractor. **The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal.** Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/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 this RFP or form of Contract cannot be met by, or in the opinion of the Contractor are not applicable to, the Contractor. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The final Contract shall be subject to the review and approval by the School District's legal counsel. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Services. This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Contractor. In addition, the final Contract shall incorporate by reference this RFP.
- B. Form of Use Agreement.** Should the successful Contractor elect to use the School District's Transportation Facility to carry out the Transportation Services and Maintenance Services contemplated by this RFP and the Contract, such arrangement shall be memorialized using the form of Use Agreement attached hereto as **APPENDIX F** (the "Use Agreement"). The Use Agreement contains the terms and conditions under which the Transportation Facility shall be used and maintained by

the successful Contractor. **The Use Agreement should be reviewed carefully by each Contractor prior to submitting a Proposal.** Any exceptions to the terms and conditions contained in the Use Agreement, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the Use Agreement shall be expressly/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 this RFP or form of Use Agreement cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor. Following the selection of the successful Contractor by the School District, the Use Agreement will be finalized by the parties. The final Use Agreement shall be subject to the review and approval by the School District's legal counsel. The successful Contractor will be responsible for all snow removal from and between buses at the Facility. The successful Contractor will be responsible for any environmental contamination caused by its employees or agents. The School District will allow the Contractor to use, at no additional cost to the successful Contractor, existing capital equipment and office equipment as set forth in Section VI.H., above. Such tools and equipment will be specified at the initiation of the Use Agreement and will be maintained at the respective Transportation Facility during the Use Agreement term and returned by the successful Contractor at the conclusion of the Use Agreement in like condition, normal wear and tear excepted. Unless approved by the School District in writing, the Transportation Facility and related equipment shall only be used for School District operations.

- C. Contract Start-Up and Term.** The initial term of the Contract shall be for three (3) years, commencing July 1, 2021 and ending on June 30, 2024. The School District shall have the option to extend the Contract for up to three (3) additional years (2024-2025, 2025-2026 & 2026-2027) on an annual basis. It is anticipated that the Contractor will commence the Services on July 1, 2021.
- D. Compliance with Laws.** The Contractor will be required to comply with all applicable federal, state and local laws, rules and regulations for providing the Services.
- E. Insurance.** The Contractor shall, at its sole cost and expense, procure and maintain general liability and automobile liability with minimums acceptable to the School District and as set forth in the Contract. The School District shall be included as an additional insured on these policies. All policies required under the Contract shall provide that the policies are primary and non-contributory and cannot be modified or terminated without at least (30) days' prior written notice to the School District.
- F. Indemnification.** The Contractor shall be required to indemnify, defend and hold the School District, including its Board of Education and its Board of Education members in their official and individual capacities, its employees and agents, from and against all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, damages, and attorney fees and expert witness fees arising out of or in connection with Contractor's performance of its obligations under the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but

not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officials, employees, agents, contractors and subcontractors, (ii) any breach of the terms of the Contract by the Contractor, its officials, employees, agents, contractors and subcontractors; (iii) any violation of federal, state and/or local law, rule, ordinance, policy or regulations and/or licensing requirement applicable to the Transportation Services; and (iv) any breach of any representation or warranty by the Contractor under the Contract.

- G. **Scope and Termination of the Contract.** The School District may utilize multiple Contractors to perform the Services, if necessary. The School District may terminate the Contract upon written notice to the Contractor in accordance with the Contract.

VIII. PRICING

Each Contractor shall submit its Proposal using the Proposal Pricing Forms attached hereto as **APPENDIX B**, along with any other information required by this RFP or deemed necessary and appropriate by the Contractor for evaluation of its Proposal.

- A. **Base Route Pricing.** The School District is seeking Proposal pricing to provide the requested Transportation Services **on a per Route per Day basis**. Proposals should detail the per Route per Day rate which would be charged to perform each Routes based upon the Route parameters set forth in **APPENDIX A**. All Route pricing quotes shall be inclusive of any costs and expenses anticipated by the Contractor, including costs for all maintenance for buses, wages, benefits and other costs for management, office staff, and drivers, and any overhead/profit of the Contractor.
- B. **Other Transportation Pricing.** Proposals should also include quotes for mid-day and/or extracurricular routes, i.e. field trips and athletic transportation, on a cost per hour basis only. This hourly pricing would only be applied to mid-day runs/shuttles if such mid-day runs/shuttles are not incorporated into a Route as set forth in Section VI.D. above.
- C. **Bus Aide Surcharge.** The School District is also seeking the per/hour charge for any bus aides required by law or the School District or otherwise deemed mutually necessary by the School District and Contractor to operate the designated Routes contemplated as part of the Transportation Services. Not all Routes may have a bus aide and thus the hourly pricing will only apply to those Routes that may utilize an approved bus aide.
- D. **White Fleet Maintenance.** The School District is seeking a quote from Contractors to provide maintenance for the School District's White Fleet on a cost per hour for labor for those services that cannot be completed by the maintenance personnel during normal service hours, with all parts to be paid at cost.
- E. **Route Modifier.** In order to account for the variation of duration of each Route, the School District is requesting the variable rate for each one-quarter (1/4) hour a Route regularly and continuously operates above or below the stated Route duration in **APPENDIX A** which is outside the Contractor's control. Daily fluctuations during due to normal driving conditions will not be subject to the modifier.

F. Cost Increases. All pricing for extensions shall be negotiated by the parties. Notwithstanding the foregoing, pricing and compensation for each Renewal Term or extension of the Contract shall be negotiated by the parties; however, any increase shall not exceed the lesser of: 1) the percentage increase, if any, as established by the Consumer Price Index, All Items, for the Lansing Area, published by the United States Department of Labor, Bureau of Labor Statistics; or 2) two percent (2%).

KENOWA HILLS PUBLIC SCHOOLS

RFP for Pupil Transportation Services

INDEX OF APPENDICES

Appendix A – Current Route Detail

Appendix B – Proposal Pricing Form

Appendix C – Familial Disclosure Affidavit

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Appendix E – Form of Contract

Appendix F – Form of Use Agreement for Transportation Facility

Appendix G – School District's SE-4094 and SE-4107

Appendix H – Anti-Discrimination Certification Under Board Policy 6320

APPENDIX A
List of Routes

ATTACHED

Kenowa Hills

APPENDIX B

Pricing Form

ATTACHED

Kenowa Hills

APPENDIX B
Proposal Pricing Form
KENOWA HILLS PUBLIC SCHOOLS
RFP for Pupil Transportation Services

<u>Contractor Information</u>	
<u>Contractor Name:</u>	
<u>Business Address:</u>	
<u>Contact Person:</u>	<u>Telephone:</u>
<u>E-Mail:</u>	<u>Fax:</u>

A. SPECIAL NEEDS TRANSPORTATION SERVICES ROUTE PRICING

The Proposal pricing is to be broken down into the below components, if applicable. The quoted price per Route per Day for each Route shall be inclusive of any costs and expenses anticipated by the Contractor, including costs for the applicable bus maintenance, all wages, benefits and other costs for management, office staff, and drivers, and any overhead/profit of the Contractor. The only additional charges or modifications to the base price per Route per Date would be if a bus aide was added or the Route Modifier was applied.

<u>Pupil Transportation Services</u>				
<u>Type of Service</u>	<u>Number of Current Routes</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
General Education Transportation Route (based upon <u>4 hour/day</u> base Route) during <u>school year</u>	15	\$ _____ Price Per Route Per Day	\$ _____ Price Per Route Per Day	\$ _____ Price Per Route Per Day
Special Needs Transportation Route (based upon <u>4 hour/day</u> base Route) during <u>school year</u>	3	\$ _____ Price Per Route Per Day	\$ _____ Price Per Route Per Day	\$ _____ Price Per Route Per Day
Extra-Curricular/Field Trip Runs	Varies	\$ _____ Price Per Hour	\$ _____ Price Per Hour	\$ _____ Price Per Hour
Mid-Day Shuttles (not part of defined Route)	Varies	\$ _____ Price Per Hour	\$ _____ Price Per Hour	\$ _____ Price Per Hour

B. OTHER COST PARAMETERS

To accommodate any adjustments or modifications that may be necessary to the defined Routes, please provide the costs for the following additional components of the Services.

<u>Other Cost Parameters</u>	
<u>Cost Type</u>	<u>Amount/Rate</u>
Hourly Rate for a Bus Aide.	\$ _____
Route Modifier Surcharge (per ¼ hour increase/decrease to Route duration).	\$ _____
White Fleet Maintenance – Charge per labor hour	\$ _____

C. CONTRACTOR WAGES AND BENEFITS

Please detail the Contractor's wages and benefits levels it will offer to its employees and personnel as part of the services under its Proposal.

D. STATE OF MICHIGAN SCHOOL BUS INSPECTION RATING

Please provide the State of Michigan bus inspection rating, based upon first inspection, for last three (3) years.

<u>Rating Year</u>	<u>Inspection Rating – First Inspection***</u>
2019-20	_____
2018-19	_____
2017-18	_____

*** = Percentage Passing as Green Tag or Yellow Tag.

F. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Contractor acknowledges receipt of the following addenda (if any):

Addendum Number _____ dated _____

Addendum Number _____ dated _____

The undersigned declares that he/she has carefully examined the instructions and the specifications of this RFP and agrees to furnish these items and the services within such specifications for the price set forth in this Proposal. The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the contract to other than the Contractor submitting the best financial proposal (low bidder) and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this RFP, unless specifically enumerated as an exception as part of our Proposal. The undersigned certifies that he/she is authorized to sign as a Representative for the undersigned Contractor. If awarded, we agree to be bound by the terms and conditions of this RFP and the Contract.

**THE BELOW CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM
IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.**

Contractor Name:_____

Authorized Individual Name:_____

Position/Title:_____

Signature:_____

Date:_____

APPENDIX C

Familial Disclosure Affidavit

ATTACHED

Kenowa Hills

APPENDIX C

The undersigned, the owner or authorized officer of _____ (the “Contractor”), pursuant to the familial disclosure requirement provided in the Kenowa Hills Public Schools’ Request For Proposals for Pupil Transportation Services, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District’s Board of Education and Superintendent may be found at <http://www.khps.org>.

List any Familial Relationships:

CONTRACTOR:

By: _____

Its: _____

STATE OF _____)
)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2021, by

, Notary Public

County, _____

My Commission Expires: _____

Acting in the County of : _____

APPENDIX D

Iran Sanctions Affidavit

ATTACHED

Kenowa Hills

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The Contractor 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 School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to Proposal on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Name of Contractor

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

, Notary Public

Acting in the County of _____

APPENDIX E
Form of Contract
ATTACHED

Kenowa Hills

PUPIL TRANSPORTATION AND BUS FLEET MAINTENANCE SERVICES CONTRACT

THIS PUPIL TRANSPORTATION AND BUS FLEET MAINTENANCE SERVICES CONTRACT (the "Contract") entered into as of this 1st day of July, 2021 (the "Effective Date") by and between **KENOWA HILLS PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 2325 4 Mile Road NW, Grand Rapids, Michigan 49544 (hereinafter the "School District") and _____, a _____, whose address is _____ (hereafter the "Contractor") (each a "Party" and collectively the "Parties").

RECITALS

A. The School District issued a Request For Proposals for Pupil Transportation Services dated April ___, 2021 (the "RFP"), the purpose of which was to solicit proposals from qualified vendors with the ability to provide pupil transportation services and bus fleet maintenance services for the School District on a daily basis.

B. The Contractor submitted to the School District a Proposal in response to the RFP, dated June ___, 2021, to provide the pupil transportation services and bus fleet maintenance services to the School District within the defined parameters of the RFP and this Contract (the "Proposal")

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor's Proposal

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract with the School District following written acceptance of the Proposal by the School District.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows.

1. RESTATEMENT CONSTITUTES THE CONTRACT

A. Purpose. The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract, the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the contract negotiation process do not correspond with the RFP and/or the Proposal.

B. Contract Documents. The Contract Documents, which all are incorporated herein by reference, include the following. (i) this Contract, (ii) the RFP; and (iii) Contractor's Proposal.

C. Interpretation. To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (i) to (iii). However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both parties, except to the extent exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing on expressly set forth in this Contract

2. CONTRACT TERM

A. Initial Term. The term of this Contract shall be for three (3) years, commencing on the Effective Date and ending on June 30, 2024 (the "Initial Term")

B. Renewal Term(s). This Contract may be renewed or extended by the School District for up to three (3) additional annual terms (2024-2025, 2025-2026 and 2026-2027) by providing written notice to the Contractor (each a "Renewal Term") Nothing in this Contract requires

EXHIBIT 1001

the School District to exercise its option for a Renewal Term and Contractor has no expectation of a contract beyond the Initial Term, or a Renewal Term if any are exercised

3. RELATIONSHIP BETWEEN PARTIES

It is expressly agreed between the Contractor and the School District that the Contractor will act as an independent contractor in the performance of its duties under this Contract and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Contractor's activities in accordance with this Contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license or permits fees as required. This Contract shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. Neither the Contractor nor its employees or agents shall be entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the School District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC Insurance or Workers' Compensation Insurance and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Contract on behalf of Contractor, its employees or agents.

4. SCOPE OF SERVICES

A. Transportation Services. Throughout the Initial Term and Renewal Term(s), if any, the Contractor shall provide the following pupil transportation services (collectively the "Transportation Services"):

- i. **Daily Transportation Services** Contractor shall provide safe, efficient and reliable, on-time transportation from designated bus stops approved by the School District to school and from school to designated bus stops approved by the School District for general education, special needs students or those other persons eligible or authorized for transportation service (collectively the "Students") on a daily basis utilizing approved Routes and in accordance with the School District's defined parameters and policies and procedures and the terms and conditions of this Contract. These daily transportation services may also include mid-day runs/shuttles that transport Students to/from designated bus stops approved by the School District or to/from School District buildings or other schools outside of School District boundaries during school operating hours as requested by the School District. These mid-day runs are included in the classification of a daily Route. The School District reserves the right to increase or decrease the number of Routes operated by the Contractor based upon the School District's operational needs.
- ii. **Other Transportation Services** The Contractor shall provide safe, efficient and reliable, on-time transportation for Students and authorized School District personnel to and from those curricular and extra-curricular activities as requested by the School District, including, but not limited to, field trips, extra-curricular trips and athletic events, in accordance the School District's defined parameters and policies and

procedures and the terms and conditions of this Contract (the "Other Transportation Services"). Notwithstanding the foregoing, or anything herein contained to the contrary, the School District reserves the right to lease other buses or vehicles from other approved providers to transport Students to and from field trips, athletic events and/or other special events

- B. Bus Maintenance Services.** The Contractor shall maintain all School District-owned buses and Contractor-owned buses (if any) serving the School District in a good and safe mechanical and operating condition (the "Maintenance Services") in accordance with the terms and conditions of this Contract and all applicable laws, rules and regulations. Failure to maintain the Bus Fleet in a condition acceptable to the School District shall constitute a default of this Contract.
- C. Additional Vehicle Maintenance.** If requested by the School District, the Contractor shall maintain other School District-owned non-bus vehicles (referred to herein as the School District's "White Fleet") in a good and safe mechanical and operating condition. Mechanically, the White Fleet shall be maintained in a condition approximating that set out by the original manufacturer(s). Failure to maintain the White Fleet in a condition acceptable to the School District shall constitute a default of this Contract.
- D. Routing.** The Contractor agrees to perform the Routes as approved by the School District on an annual basis (each a "Route" and collectively the "Routes"). The Contractor agrees to work cooperatively with the School District to design and establish the most advantageous routing plan for the Transportation Services. Subsequent to the approval each Route, the Contractor shall not make any substantial modification to any Route. All routes conform to all federal and state laws, as well as policies of the School District, and each Student's respective Individual Education Plan ("IEP") requirements. The Contractor may not alter any of the existing Routes of the School District without the School District's prior written consent. All pick-ups must be as specified by School District policy unless otherwise approved by the School District. The School District and Contractor shall mutually agree on the method of notification of route assignment and details to parents each school year.
- E. Student Discipline.** The Contractor shall cooperate with the School District regarding any Student discipline arising out of the Transportation Services, as requested and as mandated by School District policies, procedures and guidelines, as those may be amended from time to time by the School District's Board of Education. The Contractor shall comply with all applicable Family Educational Rights and Privacy Act ("FERPA")
- F. Inclement Weather Responsibilities.** The Contractor shall be responsible for assisting the School District in conducting road checks and providing feedback on safety issues when the School District is considering cancelling school due to inclement weather. The decision to cancel school will be at the School District's sole and absolute discretion
- G. Student Safety Programs.** The Contractor shall prepare and administer Student safety programs that instruct Students on proper bus riding practices and safety. These safety programs shall be in accordance with the School District's policies, procedures and practices. These shall include practice bus evacuations at least three (3) times each school year. The Contractor will also be required to participate in the School District's kindergarten round-up programs held at each elementary school

5. BUSES

- A. Buses.** The Contractor shall utilize those School District-owned buses currently in service and identified by the School District to provide the Transportation Services. Title to School District-owned buses shall remain with the School District. The Contractor shall use School

District-owned buses only to provide the Transportation Services. The initial list of School District-owned buses is set forth in **Attachment C** (the "Bus Fleet"). This list of the Bus Fleet shall be updated by the Parties when new buses are added to the Bus Fleet and/or buses are retired. The Contractor shall not use any "vans" or other similar vehicles to transport Students, and all such vehicles used by Contractor shall be in accordance with all applicable laws.

B. Fuel. The School District agrees to purchase diesel fuel associated with the Transportation Services provided under this Contract. The Contractor shall not use any fuel purchased or paid for by the School District for any purpose other than to operate the school buses used to perform the Transportation Services for the School District required under this Contract. The Contractor shall utilize the School District's off-site fueling arrangement to fuel the buses. The Contractor shall submit the information in the recording system to the School District at times requested by the School District, provided however, the School District reserves the right to review the fuel usage recording system at any time. Any damage caused by the Contractor, its employees or agents to the fueling station or equipment, or the fuel tracking system or its components shall be repaired/replaced at the Contractor's sole cost and expense.

C. Bus Specifications and Equipment.

- i. Radio Communication Equipment.** All buses in the School District's Bus Fleet are equipped with two-way radio communication equipment. The Contractor shall maintain the entire radio communications system and shall document existence of a maintenance contract annually to the School District, at its sole cost and expense. The Contractor may upgrade the radio communication system for the buses if it so desires, upon the prior written approval of the School District. At the expiration or earlier termination of this Contract, all School District-owned buses shall have equipment equal to that which is on those buses at the commencement of the Contract, which equipment shall be in good working order.
- ii. Video Surveillance System.** All buses in the School District's Bus Fleet are equipped with a 4-camera video surveillance system. The Contractor shall maintain the entire video surveillance system, at its sole cost and expense utilizing manufacturer authorized personnel and parts. At the expiration or earlier termination of the Contract, all buses servicing the School District shall have equipment equal to that which is on those buses at the commencement of the Contract, which equipment shall be in good working order. The Contractor acknowledges that it shall cooperate with the School District regarding, and adhere to the School District's policies, procedures, rules and regulations relating to, the use of video surveillance tapes, viewing and disclosure thereof in connection with any Student disciplinary or other actions relating to Students arising from the Services. The Contractor acknowledges that it shall cooperate with the School District regarding, and adhere to the School District's policies, procedures, rules and regulations relating to, the use of audio and video surveillance tapes, viewing and disclosure thereof in connection with any Student disciplinary or other actions relating to Students arising from the Transportation Services. The Contractor agrees to cooperate with the School District to permit the School District to obtain any consent or otherwise provide notification to any students, parents or other School District employees as required by applicable federal, state or local laws, rules or regulations regarding use or distribution of the video surveillance footage. The Contractor shall not disclose or otherwise permit the viewing of any video surveillance footage without the School District's prior written consent. Except to the extent caused by the Contractor, its employees or agents, the Contractor shall not be liable for the School District's failure to obtain the proper

student/parent authorizations or if the School District improperly uses the video surveillance footage. The School District and Contractor acknowledge that the video surveillance system may only maintain video and audio footage for a finite period of time before it is overwritten by the system as part of the system's normal course of operation. If the School District does not request copies of audio or video footage prior to the system overwriting them as part of its normal course of operation, then the Contractor shall not be liable. However, the Contractor shall not delete, or cause the system to overwrite, audio or video footage outside of the system's normal course of operation.

- D. Bus Maintenance.** The Contractor shall maintain all buses serving the School District in a good and safe mechanical and operating condition. All such buses shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire Initial Term and Renewal Term(s), if any, of this Contract. The Contractor shall maintain all buses in strict accordance with all State, Federal, and any other local government minimum standards for school buses, including but not limited to, the Pupil Transportation Act, Michigan Public Act 187 of 1990, as amended, MCL 257.1801 et seq (the "Pupil Transportation Act") and the Motor Bus Transportation Act, Michigan Public Act 432 of 1982, as amended, MCL 474.101 et seq (the "Motor Bus Transportation Act"), as applicable. Contractor will adhere to the employment and operational process that has been defined and established to ensure compliance with Pupil Transportation Act, as well as all applicable state and federal mandates and motor vehicle statutes, rules and regulations.
- E. Bus Inspections.** All buses shall be inspected by Contractor on a daily basis for defects (mandatory federal and/or state pre-trip inspections) and Contractor shall cause to be remedied any defects before using said buses. All buses shall be inspected annually in accordance with the Pupil Transportation Act (by the Michigan Department of State Police (the "MSP") or other entity authorized by law and approved by the School District in advance and in writing) and the Contractor shall submit, in writing, the inspection results of all buses serving the School District upon request. Contractor shall verify to the School District in writing prior to the commencement of the Initial Term of this Contract, that all buses used for the provision of the Transportation Services have been inspected as required by law and have passed that inspection. Contractor shall neither operate nor permit to be operated any bus which has not been inspected as required by law or has failed inspection. The School District shall have the right to inspect, at any time, any and all buses used for the provision of the Transportation Services for purposes of ensuring compliance with all applicable laws and the terms and conditions of this Contract. Any violation of this paragraph will result in an automatic and immediate termination of this Contract.
- F. Bus Capacity.** No bus used to perform the Transportation Services shall be loaded to exceed the manufacturers rated seating capacity.
- G. Age of Buses.** Unless otherwise agreed to by the School District in writing, daily route buses used for the provision of the Transportation Services shall not exceed 14 years age at the beginning of a school year and the average age of the daily route buses in the Bus Fleet shall not exceed 8 years at the beginning of the school year. These age limits shall be maintained by the Contractor unless approved in advance by the School District in writing. Notwithstanding the foregoing, spare buses may exceed the maximum age requirements set forth above, provided that no spare bus shall exceed fourteen (14) years of age at the beginning of a school year, and further provided all federal, state, School District and Contractor safety, operational and mechanical requirements are met.

- H. Bus Replacement.** In order to maintain the age of the Bus Fleet set forth in Section V G. above, the Parties shall agree in writing on a replacement schedule. Subject to the prior writing approval of the School District, if requested by the School District the Contractor agrees it will provide replacement buses, which title to said replacement buses will remain with the Contractor, during the Initial Term or any Renewal Term(s) in order to maintain these replacement standards. At the time a Contractor-owned bus is placed into service, the Parties will mutually agree to a daily surcharge that may be charged to the School District for use of such Contractor-owned bus. Notwithstanding the foregoing, the School District reserves the right to purchase replacement buses as needed to maintain the Bus Fleet age standards set forth in Section V G. above.
- I. Bus Re-Purchase.** In the event this Contract expires or is earlier terminated as provided for herein, the School District shall have the right to purchase, at its sole discretion, Contractor-owned buses (if any) serving the School District in order to permit the School District to operate all necessary transportation services. If this option is exercised by the School District, the School District shall pay the "fair market value" for each bus it elects to purchase from the Contractor. The "fair market value" for each bus shall be the book value for the bus using a 12-year straight-line depreciation rate. This re-purchase transaction shall be in a form acceptable to the School District and in compliance with all applicable laws.
- J. Removal from Service.** The Contractor shall not use a bus to perform the Transportation Services if the bus:
- i. Does not comply with the legal requirements, including, but not limited to, the Pupil Transportation Act; or
 - ii. Is defective in a way that threatens the safety of students or of persons near or around the bus; or
 - iii. Is defective in a way that, if the bus were operated, it may damage the bus or damage the School District's property.
 - iv. Exceeds the age standards set forth in Section V.G. above, unless otherwise agreed to by the Parties in writing.

Any bus deemed defective or non-compliant shall not be returned to service until the defect or cause of non-compliance has been corrected.

6. CONTRACTOR PERSONNEL

- A. Management Personnel.** The Contractor shall provide all management personnel necessary for the provision of the Services as part of the cost per Route per day. The Contractor shall, at a minimum, provide throughout the Initial Term and any Renewal Term(s) of this Contract, one (1) on-site, full-time experienced manager, and all necessary corresponding administrative assistants, dispatchers, routers and other personnel, who shall be responsible for the Contractor's performance of its management obligations under this Contract. The Contractor shall be responsible for any costs and expenses for wages and benefits for all Management Personnel. The Contractor must schedule the Management Personnel so that all components of the Transportation Services and Maintenance Services are covered Monday through Friday, with office/management coverage from at least 5:30 a.m. to 5:00 p.m. It is expected that no lapse in office coverage will occur. Additionally, it will be expected that appropriate Contractor personnel will respond to any emergency calls associated with the Transportation Services after normal hours and on weekends. The assigned manager shall have, at a minimum, qualifications which meet the standards set forth in the requirements of the Pupil Transportation Act. The manager must hold and maintain a current commercial

driver's license and a current school bus driver certificate in accordance with the Pupil Transportation Act.

- B. Mechanics.** The Contractor shall provide all mechanic/maintenance personnel necessary for the provision of the Transportation Services and Maintenance Services as part of the cost per Route per day. The Contractor shall, at a minimum, provide throughout the Initial Term and any Renewal Term(s) of this Contract, one (1) on-site lead certified mechanic (with the minimum qualifications as required by the State of Michigan), who shall be responsible for all Maintenance Services. Maintenance Services must be available and performed between 5:30 a.m. and 1:30 p.m. daily, Monday through Friday, unless otherwise agreed to by the Parties in writing, however, the Contractor may adjust the schedule on an as needed basis based upon weather or other conditions, such as early morning "cold starts, provided that the Contractor agrees to provide a minimum of eight (8) hours of mechanic service per day and have Maintenance Services available until 6 p.m., or utilize a towing service, as necessary. It is expected that no lapse in coverage will occur and that all buses necessary to perform the Transportation Services will be maintain and operational on all days needed. The lead mechanic and other mechanics must hold and maintain a current commercial driver's license and a current school bus driver certificate in accordance with the requirements of the Pupil Transportation Act, as well as other licenses, certifications and endorsements necessary to perform the Maintenance Services.
- C. Bus Drivers.** The Contractor shall provide throughout the Initial Term and any Renewal Term(s) of this Contract, all necessary drivers as required to perform the Transportation Services contemplated herein as part of the cost per Route per day. The Contractor shall be responsible for any costs and expenses for wages and benefits for all bus driver personnel. All Contractor bus driver personnel shall be licensed, certified and otherwise compliant with all applicable laws, rules and regulations, including but not limited to the Pupil Transportation Act and the Motor Bus Transportation Act, as applicable, at all times when performing any Transportation Services.
- D. Bus Aides.** If requested by the School District in writing, a Route shall have a Contractor-provided bus aide who is licensed, certified and otherwise compliant with all applicable laws, rules and regulations, including but not limited to the Pupil Transportation Act and the Motor Bus Transportation Act, as applicable, at all times when performing any Transportation Services. The bus aide will be charged at the Hourly Rate in addition to the cost per Bus per day as set forth in Attachment B.
- E. Bus Driver Rate Audits.** The Contractor acknowledges and agrees that the agreed upon Rates set forth in Attachment B are based upon the Contractor's representations to the School District that Contractor bus driver personnel will be staffed and paid by Contractor at the minimum level of \$_____ per hour. The Contractor further acknowledges and agrees that these staffing and wage components of Contractor's proposal to enter into this Contract were material components of the School District's election to enter into this Contract and the School District's initiatives to ensure the Contractor's Transportation Services have a positive impact on the School District's educational operations. In order to ensure that the Contractor maintains compliance with these staffing and wage components, the Contractor shall submit to the School District with each regular monthly invoice, and as otherwise requested by the School District, payroll documentation that sets forth the following. (i) an employee variable (i.e., random number or otherwise); (ii) the job function (bus driver, bus aide, mechanic etc.); (iii) the hourly rate of pay; and (iv) the gross weekly pay, for personnel performing services under this Contract, accompanied by a signed "Statement of Compliance" indicating that the payroll information is correct and complete and that each Contractor personnel has been paid

not less than the designated wage rate the Contractor has represented to the School District for the work performed. If it is determined that the Contractor has failed to comply with these staffing and wage components of this Contract, in addition to any other charges or deductions authorized by this Contract, the Contractor shall promptly reimburse the School District the difference between the actual wage and the designated wage (as weighted to include all charges for taxes and benefits, etc.) or value of benefits not paid by Contractor for all Transportation Services performed.

- F. Background Checks.** All Contractor management personnel, mechanics, bus drivers (including substitutes), and bus aides, as well as any and all of its agents, employees or representatives who will regularly and continuously be on any School District premises or the buses to carry out the Services contemplated by this Contract, must be fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract. These criminal background checks must be completed through the School District by having all applicable Contractor personnel present themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the School District, or if permitted by law, having said Contractor personnel provide written notification to the School District that said individual has previously completed fingerprinting and a criminal history and background check as a Contractor employee or agent in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If such transfer is not permissible under applicable law, Contractor acknowledges and agrees that Contractor personnel will be required to undergo the full fingerprinting and background check process. Additionally, Contractor represents and warrants to the School District that it will at all times during the Initial Term (or Renewal Term(s)) of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, requiring all its personnel to report to the School District within three (3) business days of when any of its agents, employees or representatives who will regularly and continuously be on the School District's premises to carry out the Transportation Services contemplated by this Contract, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel." The Contractor acknowledges and agrees that all background checks must be completed through the School District and the School District will not accept any background checks conducted through Contractor.
- G. Training and Qualification Standards.** It is the Contractor's and School District's intent to provide high-quality Services and to ensure the safety and comfort of the School District's students. The Contractor hereby recognizes the following training and qualification standards for its personnel:

- i. For the protection of students, the drivers and other persons who have contact with students and their families shall meet or exceed all certifications and requirements mandated by all applicable federal, state and local laws, rules and regulations
- ii. The Contractor shall neither allow any person to drive a school bus if that person's conduct might in any way expose students to any impropriety of word or conduct, nor shall the Contractor allow any person to drive a school bus who is not, at any time, in a condition of mental and emotional stability
- iii. The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons are prohibited on school buses, or School District property.
- iv. All drivers shall comply with School District policies concerning student management and discipline, including, but not limited to, non-discrimination and corporal punishment of students.
- v. No driver or bus aide shall be assigned by the Contractor to work in the School District if they have been dismissed or removed from performing services for another school district or client of Contractor for unprofessional or illegal conduct.
- vi. All Contractor personnel shall meet the requirements of the Pupil Transportation Act, including, but not limited to, (a) not permit any person 17 years of age or less operate any bus; (b) not permit any person to operate a bus unless that person possesses a valid chauffeur's license, the appropriate vehicle group designation, a passenger vehicle endorsement, and a school bus endorsement as required under section 312e of the Michigan vehicle code, 1949 PA 300, MCL 257.312e; (c) not permit any person with a commercial driver license to operate a bus, unless the operation is in compliance with the drug and alcohol testing regulations under 49 CFR parts 40 and 382; (d) ensure a commercial driver license skills test has been passed by all persons who have violated any portion of MCL 257 1849(4), and (e) ensure that all bus drivers appropriately self-certify their commercial driver's license.
- vii. The Contractor shall provide all training for all bus drivers, regardless of whether they are full-time, temporary or substitute drivers. All drivers shall, at a minimum, receive at least six (6) hours of in-service training bi-annually from Contractor as required by the Pupil Transportation Act. All drivers shall be adequately trained to ensure proficiency in operating the bus to which the driver will be assigned. Drivers who are assigned to transport special needs students shall be adequately trained and physically able to carry out the transportation of the special needs students
- viii. The Contractor shall administer tests acceptable to the School District that are designed to determine the presence of illegal drugs, controlled substances, or alcohol. The Contractor shall conduct random and reasonable suspicion drug and alcohol testing for all safety sensitive employees according to Federal and Michigan law, rules and regulations and School District policy. The Contractor shall have a zero tolerance policy for testing positive to drugs and alcohol and shall immediately remove a driver or other personnel from working under this Contract if they refuse to submit to a drug test, tests positive for illegal drugs, controlled substances or alcohol or violates the law, possesses, sells or consumes illegal drugs, controlled substances or alcohol on School District property.
- ix. The Contractor shall not provide or allow any bus drivers under this Contract who have more than six (6) points currently on his/her driving record pursuant to the State of Michigan point system maintained by the Michigan Secretary of State for safety of

all students Contractor shall also not provide any drivers under this Contract who have been convicted at any time of driving under the influence of intoxicating liquor or an illegal substance All drivers shall be carefully selected as to character and ability and must meet and pass all requirements and tests provided under federal and state laws, rules and regulations, including, but not limited to, the Pupil Transportation Act

7. CONTRACTOR RECORDS AND REPORTING REQUIREMENTS

- A. Operating Records.** The Contractor shall make available to the School District at any time all operating, personnel and maintenance records that the School District may request. Additionally, the Contractor will provide certain regular reports to the School District as specified by the School District These operating records shall contain all information necessary for the School District to completely fulfill all reporting requirements mandated by the State of Michigan, including but not limited to, Pupil Transportation Forms SE-4094, SE-4096, and SE-4107.
- B. Personnel Records.** The Contractor, during the Initial Term and any Renewal Term of this Contract, shall maintain, and permit the inspection of by the School District at its request, records that include documentation of all drivers, management, and support staff compliance with all legal requirements and with all standards and requirements set forth in the Contract or requested by the School District. The Contractor shall furnish to the School District the following information semi-annually relative to each driver, and Contractor shall be responsible for keeping such information current:
- i. Name of driver and bus aide (last, first and middle initial).
 - ii. Proof of proper licensure, including the driver's driving permit and driver's license number, beginning bus certification cards, and 2-year continuing education cards.
 - iii. Bus Driver Certification status and schedules.
 - iv. Normal Route assignment of driver and bus aide.
 - v. Unprofessional Misconduct Reports of driver and bus aide
 - vi. DOT card and certification of medical fitness of driver.
 - vii. Commercial Driver's License self-certification record.
- C. Accident Reports.** All accidents or incidents involving the School District's students, personnel, and equipment shall be verbally reported to the School District immediately. The driver involved in any accident shall at the discretion of the School District, submit to Drug and Alcohol Testing immediately following the accident or upon return to transportation facility after completion of the bus run, unless otherwise required by law. A written report shall be submitted to the School District by the Contractor, on forms mutually agreeable to the School District and Contractor, within 24 hours of the time of the accident Such report shall contain: (i) circumstances of the accident; (ii) whether students were on the bus at the time of the accident; (iii) whether injuries were sustained by any occupants of the bus; (iv) list of known witnesses, and (v) Police report number, when applicable The Contractor shall provide to the School District any accident reports obtained from the Michigan State Police or from any other law enforcement agency as soon after the accident as they become available. The Contractor shall use the Michigan Department of Education form as mandated by the State of Michigan. If a Contractor bus driver is issued and convicted of a traffic citation, such driver cannot return to driving until they have completed a road test and other requirements required by law.

8. RATES, INVOICING AND PAYMENT

- A. Base Route Rates.** Rates for Transportation Services shall be in accordance with Attachment B. All Route rates must be on a cost per Bus per day basis and shall include all wages and benefits for all necessary Contractor personnel and any other costs and expenses necessary to perform the Transportation Services (except for bus aides). The School District shall not be charged for any Transportation Services that are not rendered.
- B. Bus Aides.** If a Route requires a bus aide or a bus aide is otherwise requested by the School District in writing to be on a Route, the Contractor may charge the School District in addition to the Base Route Rate for the bus aide at the Hourly Rate set forth in Attachment B.
- C. Other Transportation Services.** If the School District requests Other Transportation Services, such as field trips or athletic runs, those will be charged at the Hourly Rate set forth in Attachment B.
- D. Route Modifier.** In order to account for the variation of duration of each Route, if a Route is modified so that it regularly and continuously operates above or below the stated Route duration which is outside the Contractor's control, the Contractor must notify the School District in writing. The Parties will then mutually agree to a new Route duration. To the extent the new Route duration is above or below the stated Route duration, the Base Route Rate will be increased or decreased by the variable rate for each one-quarter (1/4) hour a Route duration is modified. Daily fluctuations during due to normal driving conditions will not be subject to the modifier.
- E. White Fleet Maintenance Rates.** If the School District requests that the Contractor perform maintenance on a School District White Fleet vehicle, the School District will reimburse the Contractor for such maintenance costs in accordance with this Section. The Contractor will provide the labor to perform the maintenance services of the White Fleet as part of the Transportation Services rates charged to the School District, provided however, if the Contractor personnel cannot perform such maintenance during normal service hours without the use of additional/over-time, as documented by the Contractor, the School District agrees to pay the Contractor for the reasonable labor to maintain and/or repair the White Fleet at the hourly rate set forth in Attachment B. The School District agrees to be responsible for the cost of those parts necessary to maintain the White Fleet at cost. The costs for parts shall include any reasonable delivery charges to obtain the necessary parts. The Contractor will be responsible for ordering all necessary White Fleet parts through the applicable approved vendor(s). All such orders shall be titled in the name of the School District. Any such parts shall be solely used to perform the White Fleet Maintenance Services. Invoicing and payment of these White Fleet Maintenance parts will be directly between the vendor and the School District. Notwithstanding the foregoing, the Contractor will be responsible for the payment of any orders of excess or incorrect White Fleet Maintenance parts placed by the Contractor, its employees or agents. All maintenance and repair of the White Fleet shall only be completed upon receipt of written approval from the School District.
- F. Rate Adjustments.** Rates under this Contract shall not be modified except upon the mutual agreement of the Parties. All Rates for a Renewal Term, if any, shall be negotiated by the parties. Notwithstanding the foregoing, pricing and compensation for each Renewal Term or extension of the Contract shall be negotiated by the parties, however, any increase shall not exceed the lesser of: 1) the percentage increase, if any, as established by the Consumer Price Index, All Items, for the Grand Rapids Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics; or 2) two percent (2%).

G. Invoices. Contractor shall invoice the School District on a once-per-month basis for all Transportation Services rendered under this Contract. Invoices shall itemize charges on a per Route basis as requested by the School District. Invoices shall be submitted to the _____, Kenowa Hills Public Schools, 2325 4 Mile Road NW, Grand Rapids, Michigan 49544.

H. Payment. Payment of undisputed amounts in each invoice shall be made within thirty (30) days of receipt of the invoice. The School District will issue one payment per month. Disputes regarding amounts contained in any invoice will be communicated to Contractor by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to payment due date. The School District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.

9. INSURANCE

The Contractor shall obtain and maintain the following insurance in force at all times during the Initial Term and any Renewal Term(s) of this Contract covering all insurable risks associated with the Contractor's obligations under this Contract. All Contractor insurance must be affected under valid and enforceable policies and issued by insurers licensed and admitted to do business in Michigan and have an A.M. Best rating of at least A.VI or pursuant to the requirements of the Michigan Department of Transportation and U.S. Department of Transportation for "For Hire" passenger carriers.

Policy

Minimum Limits

(a) Workers Compensation	Statutory
(b) Commercial General Liability	\$5,000,000 combined single limit*
(c) Commercial Automobile Liability	\$5,000,000 combined single limit
(d) Umbrella Liability	\$5,000,000 aggregate
(e) Employer Liability Insurance	\$500,000 each occurrence

* = must include coverage for sexual abuse

The School District shall be named as an additional insured. The School District and the Contractor agree that the Contractor shall maintain such insurance scheduled below as primary insurance to any insurance available to the School District and that the School District's insurance shall not contribute to any liabilities covered under the scheduled Contractor insurance required under this Contract. The Contractor and/or its insurer/claim administrator will be responsible for claim investigation and claim payments for all losses covered by its policies. It is further agreed that, for claims arising specifically under or relating to this Contract, the Contractor shall include the School District, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, as an "Additional Insured" under each separate policy of insurance scheduled below, in a form of endorsement to the policies approved by the School District in writing. The Contractor agrees that each vehicle used to provide Transportation Services with respect to this Contract will be scheduled on any Automobile Insurance as required by the agreed upon commercial insurer.

The Contractor shall not commence operations under this Contract until the Contractor has obtained all insurance stated in these requirements, all insurance has been reviewed by the School District, and Certificates of such insurance have been made available to the School District.

10. INDEMNIFICATION

- A. General Indemnification.** Contractor shall indemnify, defend and hold harmless the School District, its Board and its Board Members in their official and individual capacities, its employees and agents, from and against all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, damages, and actual attorney fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Transportation Services pursuant to this Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, agents and subcontractors; (ii) any breach of the terms of this Contract by the Contractor, its employees or agents; (iii) any violation of applicable state and/or federal law, rule, ordinance, policy or regulations and/or licensing and permitting requirement applicable to providing the Transportation Services by Contractor, its employees or agents, or (iv) any breach of any representation or warranty by the Contractor under this Contract by Contractor, its employees or agents. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under the Contract
- B. Environmental Indemnification.** Environmental Indemnification Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law or regulation. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This section shall survive the expiration or earlier termination of this Contract.

Contractor hereby agrees to indemnify, defend and hold harmless School District, its successors, assigns, officers and members of its Board of Education (in their individual and official capacities) and employees, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity fees, costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by the School District as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims")

attributable to: (i) any third party claim or demand arising out of or in connection with any Hazardous Substances generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Facility or the property on which the Facility is located, or violation of any Environmental Laws by Contractor, its employees or agents after the Effective Date of this Contract, (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances or the Contractor's use/occupancy of School District property or Facility or the property on which the Facility is located; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances by Contractor, its employees or agents in, on, under, above, from or about the Facility or the property on which the Facility is located from and after the Effective Date of this Contract, and (iv) compliance with any administrative notice, order, request or demand relative to any Hazardous Substances on the Facility or the property on which the Facility is located or violation of any Environmental Laws by Contractor. Contractor's indemnification described above specifically includes, but is not limited to, the direct obligation of the Contractor to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Facility. This Section 10 B. shall survive the expiration or earlier termination of this Contract. Except as provided for in the Use Agreement, the Contractor's foregoing indemnification obligations shall not extend to liability for any violations of Environmental Laws or environmental conditions existing on School District property prior to the Effective Date of this Contract, or for any violations of Environmental Laws or environmental conditions which occur or are caused by the School District, its employees or agents or other third parties outside of Contractor's control during the Initial Term or Renewal Term(s), if any, or subsequent to the date Contractor ceases use or occupancy of the School District's property following the expiration or earlier termination of this Contract. Persons at the Facility or the property on which the Facility is located with the permission of the Contractor or in privity with the Contractor, even if independent contractors, are inside "Contractor's control" solely for purposes of this section.

11. TERMINATION

- A. Termination for Cause.** In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this Contract or the Contract Documents, whether it be performed by the Contractor, its agents or employees, the School District shall have the right to provide written notice to the Contractor of such breach. If such breach, in the School District's reasonable discretion, causes the Contractor to provide the Transportation Services in a manner unsatisfactory to the School District, or in any unsafe manner or process, including but not limited to, bus driver recruitment and training, bus driver safety process and procedure, student passenger safety process and procedure, vehicle specifications, inspection and maintenance, environmental compliance, routing, or student passenger pick-up/drop-up points, the Contractor shall be afforded forty-eight (48) hours to remedy any such breach from the time of receipt of such written notice. If such breach is impossible to remedy within forty-eight (48) hours, only because of weather conditions making roads impassable or other acts of God or strikes, the School District, at its option, may extend said remedy period in its sole discretion, in writing. For any other such breach by Contractor, Contractor shall have fifteen (15) business days to remedy such breach from the time of receipt of such written notice. If Contractor fails to cure any breach with the forty-eight (48) hour or fifteen (15) day periods, or as those periods may be extended by the Parties, this Contract may be immediately terminated by the School

District upon written notice to the Contractor. Further, failure to exercise the School District's rights within forty-eight (48) hours or fifteen (15) days does not preclude any subsequent right to exercise at a later date. This Contract may also be terminated in accordance with Section 30 of this Contract. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease, except that Contractor shall be paid for those Services satisfactorily performed prior to the termination of this Contract

- B. Termination for Convenience.** Notwithstanding Section 11.A. above, the School District may terminate this Contract for convenience upon six (6) month's written notice (or such other time period agreed to by the Parties), provided that such termination becomes effective at the end of the then current fiscal year (June 30). If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease, except that Contractor shall be paid for those Services satisfactorily performed prior to the termination of this Contract

12. PERMITS, LICENSES AND COMPLIANCE WITH LAWS

Contractor, its employees and agents shall secure, at its sole cost and expense, and maintain all necessary permits, licenses and certifications as required by federal, state and local laws, including, but not limited to the Pupil Transportation Act and Motor Bus Transportation Act, as applicable. The Contractor shall comply with any and all laws, rules, regulation, ordinances, policies (including all permits and plans applicable thereto) and School District policies, applicable to providing the Services contemplated under this Contract. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its schools, on its properties and in its buses, including for example, the prohibitions of sexual harassment, alcohol and smoking, and shall comply with all such policies. The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor to comply with any and all applicable federal, state or local laws, rules and regulations, as well as all School District policies, procedures, rules and regulations. The Contractor by execution of this Contract represents and warrants that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to providing the Services contemplated under this Contract. The Contractor shall in the performance of such Services, fully comply with any and all applicable federal, state, or local laws, rules and regulations, and shall indemnify, defend and hold the School District harmless from any liability from Contractor's, its employees' or agents' failure to so comply. Notwithstanding the foregoing, in the event any federal, state, local or other governmental body's laws, rules or regulations are revised, changed or amended, or in the event there are revisions, changes or amendments to the School District's policies, procedures, rules and regulations, the Contractor shall comply with all such revised, changed or amended laws, rules, regulations or policies. All Services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Kent County, Michigan

14. TAXES

Contractor is responsible for sales, property (both real and personal) taxes, as well as any other applicable taxes related to the Services provided under this Contract, or attributable to Contractor's use of or operations on School District Property.

15. REPAIRS TO PROPERTY DAMAGE

Damage to the School District Facility or School District property caused by the Contractor, its agents or employees shall be repaired so the Facility or properties are in as good condition as before entering into this Contract. All repairs shall be accomplished at no cost to the School District.

16. ASSIGNMENT AND SUBCONTRACTING

This Contract shall not be assigned, nor subcontracted, in whole or in part, without the prior written consent of the School District, but in no case shall such consent change the terms of the Contract. Notwithstanding the foregoing, the Contractor may assign this Contract if the assignment is made to a parent company, wholly-owned subsidiary or affiliated company.

17. NOTICES

Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

To the School District. All required notices to the School District shall be delivered to the Superintendent, Kenowa Hills Public Schools, 2325 4 Mile Road NW, Grand Rapids, Michigan 49544, with a copy to Jeremy S. Motz, Esq., Clark Hill PLC, 151 S. Old Woodward Ave., Suite 200, Birmingham, MI 48009.

To the Contractor. All required notices to the Contractor shall be delivered to _____, Attn. _____.

18. SEVERABILITY

In the event any provision(s) of this Contract shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remaining provisions of this Contract and this Contract shall be construed and enforced as if said illegal or invalid provision(s) had never been inserted herein.

19. NO WAIVER

No waiver of any term or condition of this Contract shall be valid or binding on either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other Party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.

20. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. ENTIRE CONTRACT

This instrument contains the entire Contract entered into between the Parties hereto, its terms may not be modified except in writing signed by the Contractor and the School District. This Contract supersedes and takes the place of all prior contracts, and/or understandings, whether written or oral between the School District and the Contractor.

22. INSOLVENCY

In the event, the Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then at the School District's option, this Contract may be immediately terminated by the School District.

23. CONFIDENTIALITY

Contractor shall keep confidential and not disclose to third parties any information developed or created under this Contract or provided by the School District pursuant to this Contract, including information protected under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. & 1232g; 34 CFR Part 99) and its associated regulations, unless Contractor has received prior written consent of the School District.

24. FORCE MAJEURE

Neither party shall be liable if the performance of any part of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, pandemic, sabotage, accident, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

25. PERFORMANCE INCENTIVE

The School District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the School District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. These damages accrue in addition to the School District's expectation that it will not pay for any Services that have not been provided. No liquidated damages will be assessed during the first two (2) weeks of each school year, and thereafter during weeks in which 95 percent of all runs operated by the Contractor are neither early nor more than 15 minutes late when compared to the scheduled departure and arrival times. If fewer than 95 percent of all runs are operated on time, liquidated damages may be assessed for the following infractions, provided that the School District implement any such liquidated damages more than 90 days after the date of the infraction:

A. Early, Late, and Missed Runs. Early, Late, and Missed Runs. Each Route that is either early or late to pick up or drop off by more than 15 minutes, during which time a stop is missed (causing a need to backtrack or re-route another bus), or if a run is missed, the Contractor shall be subject to the assessment of \$150 in liquidated damages. In any case, no bus route shall be assessed more than three times that amount (\$450) per day for liquidated damages under this subsection. The provisions of this subsection do not apply when delays are caused by conditions beyond the control of the Contractor, as determined by the School District.

26. ATTACHMENTS TO CONTRACT

All attachments referred to in this Contract are attached hereto and incorporated herein by reference.

27. REDUCTION IN SERVICES

The School District reserves the right to reduce/increase the frequency or scope of the Services during the Initial Term, or Renew Term(s), if any, of this Contract. If the School District reduces/increases the level of Services due to, by way of example and not limitation, a change in level of school operations that require a modification to the Services, a Facility closure (including partial closure), or the closure, modification or cessation of school operations, such reduction/increase will be communicated to the Contractor in writing and from the effective date of such modification, the School District will not be charged for Routes not operated.

28. NON-APPROPRIATION OF FUNDS

The School District represents (1) that it has adequate funds to meet its obligations under this Contract during the 2021-22 fiscal year, (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the School District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Services described in this Contract, the School District's obligation under this Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

29. AUTHORITY TO CONTRACT

Both the School District and Contractor represent that each has the authority under law to execute, deliver and perform this Contract and to incur the obligations provided for under this Contract, that its actions have been duly and validly authorized, and it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement. The individuals signing this Agreement represent that they have authority to do so on behalf of the respective Party.

30. ANTI-DISCRIMINATION CERTIFICATION

The Contractor represents, warrants and certifies that it does not discriminate through employment practices based on religion, race, color, national origin, age, gender or gender identity, sexual orientation, height, weight, marital status or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. If the School District determines, using credible information available to the public, that the above anti-discrimination representation, warranty and certification is false, the School District shall provide the Contractor with written notice of its determination. The Contractor shall have ninety (90) days following receipt of the written notice to respond in writing and to demonstrate that the determination of false certification was made in error. If the Contractor does not make that demonstration to the School District's satisfaction, in its sole judgment, within ninety (90) days after receipt of the notice, the School District may terminate this Contract upon written notice to the Contractor.

WHEREAS, the Parties hereto on this day execute this PUPIL TRANSPORTATION AND BUS FLEET MAINTENANCE SERVICES CONTRACT as of the Effective Date.

KENOWA HILLS PUBLIC SCHOOLS

[CONTRACTOR]

By: _____

By: _____

Its: _____

Name: _____

Date: _____

Title: _____

Date: _____

ATTACHMENT A

TRANSPORTATION FACILITY USE AGREEMENT

ATTACHED

ATTACHMENT B

Pricing Assumptions & Conditions

1. The Daily Route Charges listed below will be charged on a per Route per day basis, plus or minus the appropriate Route Modifier for Routes that are more or less than the base Daily Route Time, if applicable. A "Route" includes the AM tier runs, Mid-Day runs (if any), and PM tier runs that are all operated by the same bus.
2. The Daily Routes Charges are based upon an average daily Route time of **4 hours** of service per day per Route ("Daily Route Time"). The Daily Route Time is calculated from "gate to gate" from the School District's Transportation Facility, plus any mandatory pre- and post-trip inspection time (not to exceed 30 minutes per day).
3. The Route Modifier will only apply to any Routes that have an established/scheduled Route length that is above or below the Daily Route Time. For such Routes that are above or below the Daily Route Time, the Daily Route Charges will be calculated by taking the actual scheduled Route time per day for each of those Routes, calculated to the nearest quarter (1/4) of an hour, and multiplying the number of 1/4 of an hour increments above or below the Daily Route Time by the Route Modifier. For example, if the actual scheduled route time for a Route is 5 hours per day, the daily Route charge for that Route would be calculated as: [Daily Route Charge + (4 x Route Modifier)].
4. Once the rates for each of the approved Routes are set (utilizing the Daily Route Time as adjusted with the Route Modifier as set forth above) and agreed upon by the Parties at the beginning of the school year, the Route rate for each Route shall remain at the agreed upon amount until such time that the average actual Route time for the designated Route increases or decreases by 15 minutes and such increases or decreases are not within the control of the Contractor. The average actual Route time shall be calculated by averaging the actual "gate to gate" time to operate the Route each day over the period of one (1) month of service. The Contractor shall provide detailed documentation necessary to verify any changes in Route times, and the School District shall have the right to review and approve any Route time changes with the Contractor prior to the implementation of a new Route charge for a particular Route(s).
5. All Field Trips, Athletic Trips and Extra-Curricular Trips shall be calculated on an Hourly Basis. However, if a particular Field Trip, Athletic Trip and/or Extra-Curricular Trip is operated on a regular basis in such a fashion that it can be added to an existing Route for efficiency purposes, such time calculations and Route length will be calculated using Items 3 and 4 above.
6. It is the understanding of the Parties that the Contractor has based its pricing and fixed costs of the transportation system on the School District operating school and requiring "regular route" transportation services on a minimum 175 days per academic year. To cover certain fixed costs of the system occurring regardless of whether school is in session, a 175-day "Academic School Year Minimum" (the "academic year" runs from the first day of school in September until the last day of school in June and does not include summer transportation) shall apply to regularly scheduled Routes. It is the understanding of the Parties that the School District will not be charged for Routes on any days in which school is not in session, except as provided in Items 6.a. and 6 b. below.
 - a. **Intermittent Closures.** If the School District operates less than 175 days per academic school year that require Transportation Services due to the closure of school caused by snow days, power outages or other similar intermittent events, the School District will be charged 50% of the Daily Route Charge for each Route operated less than 175 days. Notwithstanding the foregoing, if the School District operates 176 or more days of school

per academic year (excluding days operated for summer or extended year programs), then the School District will be charged 50% of the Daily Route Charge for each Route operated 176 or more days.

- b. Extended Closures.** If the School District is required to close school and not operate Transportation Services for an extended period (which the Parties agree means a period that extends beyond ten (10) consecutive school days), then the Parties agree that for all school days under the School District's school calendar that would have required Transportation Services for the transportation of Students but for the School District replacing in-person school instruction with hybrid/remote learning instruction, the School District agrees to pay Contractor as follows:
- i.** 60% of the then current cost per Route per day in accordance with Contract, plus any applicable surcharge if a Contractor-owned bus would be used to operate the Route under the Contract, for each Route that is not operated due to such extended closure in order to help Contractor cover fixed costs and wages to continue to provide Transportation Services in a timely and efficient manner, provided that the 60% charge is only applied against a regularly scheduled Routes if:

 - 1) the Contractor has a qualified and trained bus driver assigned and in active employment status with the Contractor and who is receiving their full rate of pay (the "Driver");
 - 2) all other Contractor staff positions ((i) the Site Manager and the Dispatcher and the Router (the "Management Personnel"); and (ii) one (1) Mechanic (the "Maintenance Personnel")) serving the School District remain in active employment status receiving their full rate of pay with Contractor;
 - 3) all wages attributable to Contractor staff who perform Transportation Services and Maintenance Services on behalf of the School District shall be paid on the respective employee's prevailing/regular rate of pay, and not a discounted hourly wage rate; and
 - 4) the Contractor performs all Transportation Services and Maintenance Services within the parameters required under Contract;
 - ii.** 30% of the then current cost per Route per day in accordance with Contract, plus any applicable surcharge if a Contractor-owned bus would be used to operate the Route under the Contract, for each Route that is not operated due to such extended closure in order to help Contractor cover fixed costs and wages to continue to provide Transportation Services in a timely and efficient manner if the Driver is not in active employment status with the Contractor and who is receiving their full rate of pay.
 - c.** The Parties agree that the School District may elect to operate under Item 6.b.ii. above at its option during a school closure that constitutes an extended period hereunder.
 - d.** As a condition of payment of the charges set forth in Item 6.b , with each invoice, no later than five (5) days after each of Contractor's weekly or bi-weekly payroll cycle, the Contractor shall make available to the School District for inspection all books, records and data related to the wages paid by Contractor to the Contractor personnel assigned to the School District and if part of this verification process, it is determined that terms and conditions of this Attachment B have not be met, or that Contractor personnel are no

longer employed by, or have been laid off or furloughed by, the Contractor, the charges hereunder shall be adjusted to account for such issues and the Contractor shall reimburse the School District over-payment of fees due such issues

- e. The Parties agree that if the school closure extends beyond sixty (60) days and the School District has elected to operate under Item 6 b.ii. above, then the Parties agree to work cooperatively to provide Contractor with reasonable time (not to exceed thirty (30) days) to allow Contractor to safely re-start the full Transportation Services, provided that Contractor agrees to provide Transportation Services on a limited basis as Driver staffing permits during this re-start period
 - f. Should the School District elect to operate under Item 6 b.i. above and also elect to operate a food delivery program, athletic or extra-curricular routes or some other auxiliary transportation services to provide support services to its students or community, the Contractor will utilize staff from its to/from school or extra trips service team, and Routes may be modified using drivers but the Contractor will not be entitled to any additional fee for these services unless such services exceed the parameters of the services contemplated in the Contract
- 7 Unless otherwise agreed to by the Parties in writing, the Parties agree that the Contractor will operate the transportation system with, and the Contractor's rates are based upon: i) the operation of 19 general education and 4 special needs education routes on a daily basis during the Academic School Year; and ii) the Contractor maintaining thirty-two (32) buses in accordance with this Contract with an average age of the entire Bus Fleet as set forth in this Contract.
 - 8. In the event that there are significant, documented increases or decreases in the costs of providing transportation services under this Contract, the Contractor and the School District may, by mutual written agreement, adjust the base charges to reflect such cost changes. The Parties agree that a significant increase or decrease equates to an impact on the costs of the services in excess of 10% of the following service categories. i) number of Routes operated by the Contractor on a daily basis and ii) the number of buses that must be maintained by the Contractor.
 - 9 The Contractor's rates are based upon the Contractor providing all health benefits for those eligible individuals if they elect such health benefits through the Contractor
 - 10 The Contractor's rates are based upon the School District providing the necessary fuel to perform the Transportation Services for the School District The Contractor shall be liable for all costs and expenses associated with any misuse of the fuel secured by the School District
 - 11. Any adjustments to the below Charges and Rates for any Renewal Terms exercised by the Parties shall be adjusted in accordance with this Contract

Charges and Rates

TRANSPORTATION & BUS MAINTENANCE SERVICES			
<u>Pricing Parameter*</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
General Education Route Daily Route Charge (Based upon __ Daily Route Time)			
Special Needs Education Route Daily Route Charge (Based upon __ Daily Route Time)			
Mid-Day Runs/Shuttles (Hourly Charge per Run if not attached to Route)			
Extra-Curricular/Athletic Trips (Charge Per Hour)			

* - These charges include all costs and expenses for maintenance services for the buses.

OTHER PRICING PARAMETERS			
<u>Pricing Parameter</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Transportation Aides (Charge Per Hour)	\$___/hour	\$___/hour	\$___/hour
White Fleet Maintenance (Charge Per Hour for Labor with Parts at Cost)	\$___/hour	\$___/hour	\$___/hour
Route Modifier (Per 1/4 th of an Hour (0.25))			

ATTACHMENT C
BUS FLEET DETAIL
ATTACHED

APPENDIX F

Form of Use Agreement

ATTACHED

Kenowa Hills

ATTACHMENT A TO CONTRACT

TRANSPORTATION MAINTENANCE FACILITY USE AGREEMENT

THIS TRANSPORTATION MAINTENANCE FACILITY USE AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of ____, 2021 (the "Effective Date"), by and between the **KENOWA HILLS PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 2325 4 Mile Road NW, Grand Rapids, Michigan 49544 (hereinafter the "School District") and _____, a _____, whose address is _____ (hereafter the "Contractor").

RECITALS

A. The School District issued a Request For Proposals for Pupil Transportation Services (the "RFP"), dated April __, 2021, the purpose of which was to solicit proposals from qualified vendors with the ability to provide the Transportation Services and Maintenance Services for the School District.

B. The Contractor submitted to the School District a Proposal in response to the RFP, dated _____, 2021, to provide Pupil Transportation Services and Maintenance Services to the School District (the "Proposal").

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor's Proposal.

D. Pursuant to the Pupil Transportation and Transportation Fleet Maintenance Services Contract between the School District and the Contractor, dated May __, 2021 (the "Contract"), incorporated herein by reference as if fully set forth herein, the Contractor shall provide certain Transportation Services and Maintenance Services (as those terms are defined in the Contract) for the School District.

E. In accordance with the Contract, the Contractor desires to utilize the School District's Transportation Maintenance Facility, including parking areas, located at 4473 Remembrance Road NW, Walker, Michigan 49534 (the "Facility"), in order to provide the Transportation Services and Maintenance Services for the School District under the Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. Facility: In consideration of the covenants and conditions contained herein, and as further defined in Paragraph 2 of this Agreement, the Contractor has the non-exclusive right to use the Facility solely to carry out its obligations under the Contract.

2. Use of Facility: During the Term of this Agreement, Contractor shall use and occupy the Facility for the sole purpose of storage, maintenance, dispatching, service and repair of School District-owned buses and Contractor-owned buses, if any, and the School District's White Fleet (as defined in the Contract), that are used to service the School District, to provide the Transportation Services and Maintenance Services required under the terms and conditions of the Contract, and for no other purpose(s) without the prior written consent of School District. The Contractor will have the non-exclusive ability to use of the Facility, subject to this Paragraph

CLARK FIRM

and Paragraph 23 of this Agreement. Additionally, the School District may, at its sole and absolute discretion, permit other public, private and/or parochial school districts to use a portion of the Facility for their bus servicing operations, provided such use does not interfere with the Contractor's provision of the Transportation Services and Maintenance Services contemplated under the Contract. Contractor shall not do or permit to be done any act or thing upon the Facility that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Contractor's principal activities as described herein and in the Contract. Contractor shall not use the Facility or permit the Facility to be used for the doing of any act or thing that constitutes a violation of any valid federal, state or local law, order, rule or regulation of any governmental authority. Contractor is responsible for verifying that anyone performing work on behalf of Contractor under this Agreement or the Contract has obtained and maintains all necessary licenses and permits to provide the Transportation Services and Maintenance Services under the Contract. Contractor shall use and occupy the Facility subject to all School District policies, procedures or regulations of School District. Contractor shall not perform any acts or carry on any practices which may damage or injure the Facility or property, or be a nuisance, and shall keep the Facility and property clean and free from waste and dirt at all times, and it is further agreed that in the event the Contractor shall not comply with these provisions, and the School District incurs additional costs and expenses to maintain the Facility, the Contractor agrees to pay all reasonable charges that School District shall pay for hauling waste and dirt or excess cleaning charges incurred or expended by the School District. Said charges shall be deducted by School District from the amounts owed to Contractor under the Contract. In addition to the capital equipment set forth above, the Contractor will be able to utilize the existing office equipment, such as desks, chairs, phones (long distance charges will be billed to Contractor at School District's rates) and a copier; however, the Contractor shall pay for all copies made on the School District copier on a "per click" basis in accordance with the School District's then applicable rental agreement. The Contractor will also be able to utilize the School District's computers which are necessary for the current routing, scheduling and maintenance operations of the School District's systems. Aside from the above, there is no office equipment, computers or other tools at the Facility which would be available to the successful Contractor.

3. Term: The term of this Agreement shall be the same as the term of the Contract (the "Term"). The Term shall commence on July 1, 2021 and end when the Contract expires or is earlier terminated. Contractor hereby acknowledges that it has no expectation of the use of the Facility beyond the Term.

4. Acceptance of the Facility: Contractor acknowledges that it has examined the Facility prior to executing the Contract and this Agreement and knows the conditions thereof. Contractor further acknowledges that no representation as to the condition or state of repairs thereof have been made by School District or its agents which are not herein expressed. Contractor hereby accepts the Facility in their present "AS IS" condition as of July 1, 2021.

5. Alterations and Improvements: Contractor shall not make any alterations, additions, or improvements to the Facility without School District's prior written consent.

6. Maintenance and Repairs: The School District will maintain responsibility for all grounds work at the Facility and capital expenditures reasonably required for the operation of the Facility. Notwithstanding the foregoing, the Contractor shall be responsible for all damages or

injury to the Facility or property of the School District caused by the negligence or willful acts of Contractor and Contractor's agents, representatives, employees, invitees and licensees.

7. Utilities: The Contractor shall pay for the cost of all reasonable utilities supplied to the Facility during the Term. The School District will provide detailed and itemed statements on the monthly basis and the Contractor shall pay for such costs and expenses for all utilities within thirty (30) days of receipt of the statement. The School District shall not be responsible to Contractor for any loss or interruption of any utility services.

8. Janitorial Services: The School District shall furnish all janitorial services for the operation of the Facility. However, in the event the Contractor's use of the Facility or property shall render the Facility or property with excessive dirt or waste, as determined in the reasonable discretion of School District, the Contractor hereby agrees to reimburse School District for the direct expense that School District incurs in providing janitorial services to remediate such condition, including salary and/or hourly wage of its employees or agents as well as any overtime expenses incurred and the cost of janitorial supplies. The Contractor shall keep the Facility and property in clean working order at all times.

9. Snow Removal and Grounds Maintenance: The School District will be responsible for all general snow removal from the lot at the Facility, but the Contractor will be responsible for snow removal from the buses and any ancillary snow removal around the entrances to the Facility. The School District or another School District contractor will be responsible for general grounds maintenance for the Facility.

10. Parts, Hand Tools, Supplies, Materials and Equipment: The School District shall be responsible for the repair and/or replacement of any large tools and equipment, being such tools and equipment which are fixtures or immovable tools and equipment within the Facility (the "Large Equipment"). Such Large Equipment will be specified in the Inventory mutually conducted by the School District and Contractor under the Contract and will be maintained by Contractor and returned to School District upon the expiration or earlier termination of this Agreement, normal wear and tear excepted. Any damage to any Large Equipment in the Inventory shall be repaired or replaced at Contractor's sole cost and expense, provided however, if such Large Equipment cannot be reasonably repair, the School District will be responsible for the replacement of such Large Equipment, except to the extent such replacement is caused by or due to the negligence of the Contractor, its employees or agents.

11. Contractor's Personal Property: Any personal property kept on the Facility by Contractor, its employees and agents shall be insured at Contractor's sole risk, and Contractor shall acquire such policy or policies of insurance thereon as Contractor in its best judgment shall determine.

12. Building Insurance: The School District shall cause the Facility and their improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils."

13. Insurance: In addition to the insurance required under the Contract, Contractor, at its sole cost and expense during the Term, shall maintain and keep in effect (i) commercial general liability insurance in an amount not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to or death of one person, or not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury to or death of more than one person, in any one accident or

occurrence and One Million and 00/100 (\$1,000,000.00) Dollars for damage to property. The policy or policies of such insurance shall include School District as both an additional named insured and loss payee. Contractor agrees to deliver to School District, within fifteen (15) days after the receipt of a request, either a duplicate original or certificate of all policies procured by Contractor in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to School District. Contractor may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of School District shall thereby be as fully protected as they would otherwise if this option to Contractor to use blanket policies were not permitted.

14. Indemnification By Contractor: Contractor shall indemnify, defend and hold the School District, the officers and members of its Board of Education (in their official and individual capacities), administrators and employees harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including reasonable attorneys' fees and reasonable expert witness fees, arising out of or in connection with Contractor's use of the Facility or property on which the Facility is located, from the negligence or willful misconduct of Contractor, its agents, representatives, employees, contractors, licensees, invitees, and/or from Contractor's violation of any of the terms of this Agreement.

15. Damage or Destruction - Fire or Other Cause: In the event of a partial destruction of the Facility, the School District shall, as promptly as possible, unless School District shall elect not to rebuild or repair the same, provided such repairs can reasonably be made within ninety (90) days (or within such other period as School District and Contractor may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable law, ordinances, and regulations. In such case, this Agreement shall not be terminated. In the event that such repairs cannot reasonably be made within ninety (90) days time (or such other period as School District and Contractor may agree upon), or in the event School District shall elect not to rebuild, repair the same, either party hereto at its option may terminate this Agreement upon written notice to the other. In any event, the destruction of substantially all of the Facility shall cause this Agreement to automatically terminate, without the requirement of notice.

16. Environmental Warranty: Contractor represents, warrants and covenants to School District the following:

Contractor's use of the Facility and property, and its activities thereon shall comply with all "Environmental Laws," which, for purposes of this Agreement, shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 *et seq*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 *et seq*) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq*), Clean Air Act (42 U.S.C. §§ 7401 *et seq*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001

et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 *et seq.*) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Agreement.

The Parties acknowledge that the Contractor's activities as defined in Paragraph 2 above may involve the use, generation and storage of Hazardous Substances as defined below; however, Contractor shall not dispose of or allow the release, spillage or emission of Hazardous Substances on the Facility or the property on which the Facility is located. For purposes of this Agreement, "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

Contractor shall immediately and promptly notify School District of any release, discharge, spill or emission of Hazardous Substances on, to or from the Facility, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of Environmental Laws with respect to the Facility.

Contractor shall be allowed to obtain a Baseline Environmental Assessment ("BEA") for the Facility at its own discretion. Should any such BEA be completed by Contractor, then said BEA shall be the baseline and establish the environmental condition of the Facility and the Contractor shall only be liable for environmental conditions in excess or outside of the conditions that are identified in the BEA. Should Contractor choose not to obtain a BEA, then there is a rebuttable presumption that any environmental condition discovered during the Term was caused by Contractor. Furthermore, should the School District allow other educational entities (such as public, private or parochial school districts) to use the Facility along with the Contractor, which use will create discharge for storm water and waste water management purposes, or trigger any other regulatory requirement, environmental or otherwise, Contractor shall only be required to obtain any such permits or comply with any such other regulatory requirements related to the use of the Facility and property on which the Facility is located by the Contractor, and the other public, private or parochial school district shall be required to meet all regulatory requirements related to their use and obtain their own permitting, registrations, spill prevention control and countermeasure plans, storm or waste water management plans.

The School District shall be responsible for any environmental conditions existing on the Facility prior to the commencement of the Term.

17. Environmental Indemnification

A. Contractor hereby agrees to indemnify, defend and hold harmless School District, its successors, assigns, officers and members of its Board of Education (in their individual and official capacities) and employees, from and against any and all fines, charges,

penalties, losses, costs, damages, liabilities, cleanup or response activity fees, costs and/or expenses (including reasonable attorneys' fees and reasonable expert witness/consultants' fees) incurred by the School District as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand arising out of or in connection with any Hazardous Substances generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Facility or the property on which the Facility is located, or violation of any Environmental Laws caused by the Contractor, its employees or agents, after the Effective Date of this Agreement; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances released by Contractor, its employees or agents on, or the Contractor's use/occupancy of, the School District property or Facility; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Facility or the property on which the Facility is located caused by the Contractor, its employees or agents after the Effective Date of this Agreement; and (iv) compliance with any administrative notice, order, request or demand relative to any Hazardous Substances on the Facility or the property on which the Facility is located, or violation of any Environmental Laws by the Contractor, its employees or agents.

B. Contractor's indemnification described above specifically includes, but is not limited to, the direct obligation of the Contractor to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury, damage, or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Facility. Sections 16 and 17 shall survive the expiration or earlier termination of this Agreement. The Contractor's foregoing indemnification obligations shall not extend to liability for any violations of Environmental Laws or environmental conditions existing on School District property prior to July 1, 2021, or for any violations of Environmental Laws or environmental conditions which occur or are caused by the School District, its employees or agents or other third parties outside of Contractor's control during the Initial Term or Renewal Term(s) of the Contract, if any, or subsequent to the date Contractor ceases use or occupancy of the School District's property following the expiration or earlier termination of the Contract. Persons at the Facility or the property on which the Facility is located with the permission of the Contractor or in privity with the Contractor, even if independent contractors, are inside "Contractor's control" solely for purposes of this Paragraph.

18. Assignment: Contractor shall not assign, or in any manner encumber this Agreement, nor any part, right, or interest thereof, nor shall Contractor allow or permit any part of the Facility to be used or occupied by others for any reason whatsoever, without School District's advance written consent, which consent is discretionary in the School District solely. Any assignment, transfer or hypothecation without the prior written consent of School District shall give School District the right to terminate this Agreement and re-enter and repossess the Facility.

19. Default and Termination: Default and termination shall be governed by terms and conditions of the Contract. Notwithstanding the foregoing, upon termination of this Agreement, School District may without further notice re-enter the Facility and dispossess Contractor or any other occupant of the Facility and remove its effects and hold the Facility as if this Agreement

had not been made, saving and reserving to School District any other remedies which School District may have for the recovery of damages due or to become due by virtue of this Agreement or the breach thereof by Contractor. Any failure at any time by either of the parties hereto to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions nor of such party's right to enforce the same upon any subsequent occasion or default.

20. Bankruptcy: If Contractor shall file a petition in voluntary bankruptcy or be voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for Contractor or for all or a substantial part of the property of Contractor and Contractor is not released from such receiver or trustee within thirty (30) days after appointment, or if an order shall be entered approving the reorganization of Contractor or the readjustment of Contractor's debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Agreement, and the School District may terminate this Agreement, reserving to School District all such rights as it may have for damages or otherwise because of said default, breach or anticipatory breach of Contractor.

21. Surrender of Facility: Upon the expiration of the Term, Contractor shall surrender the use of the Facility to School District in good order and condition, ordinary wear and damage excepted; and subject to Paragraph 6 hereof, Contractor shall remove all of its personal property and shall repair any damage and injury to the Facility or any of School District's property, real or personal, caused by such removal. Ordinary wear and damage, when referenced, shall mean the deterioration that naturally and inevitably occurs as a result of the ordinary and normal wear and aging from the passage of time have regard to Contractor's use of the Facility, and excludes any environmental conditions caused, extended, or aggravated by the Contractor during the Term.

22. Mechanics' Liens: Contractor shall keep the Facility, their improvements, and the land of which the Facility are a part, free and clear of all mechanics' liens resulting from any services done by or for Contractor.

23. Access to Facility: The School District shall at all times have the right to access the Facility for the purpose of, without limitation, carrying out its day-to-day operations, to inspect the Facility, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Facility, performing any of its duties and obligations under the terms and conditions of this Agreement or the Contract and/or monitor the Contractor's activities to ensure Contractor's compliance with the terms and conditions of the Contract. Moreover, in the event of an emergency which requires School District to use the Facility, School District's needs/requirements for the Facility shall take precedence over Contractor's rights hereunder. Determination of priority of use of the Facility shall be determined by School District in its sole and absolute discretion.

24. Compliance: Contractor shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances (including all permits and plans applicable thereto) of all Municipal, County, State, and Federal authorities affecting

use of the Facility with respect to the cleanliness, safety, occupation, and use of same to the extent that any such laws are triggered solely by the Contractor's use of the Facility.

25. Challenge: School District, although presently unaware of any such non-compliance, does not covenant that the Facility are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Agreement.

26. Taxes and Special Assessments: The Contractor shall be liable for any and all taxes, real or personal or otherwise, assessed as a consequence of, or attributable to, the Contractor's provision of the Transportation Services or Maintenance Services under the Contract or its use of the Facility under the Contract and this Agreement.

27. No Waiver: The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing.

28. Notices: Unless otherwise provided in this Agreement, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

A. To the School District. All required notices to the School District shall be delivered to the Superintendent, Kenowa Hills Public Schools, 2325 4 Mile Road NW, Grand Rapids, Michigan 49544, with a copy to Jeremy S. Motz, Esq, Clark Hill PLC, 151 S. Old Woodward Ave., Suite 200, Birmingham, MI 48009.

B. To the Contractor. All required notices to the Contractor shall be delivered to _____.

29. Heirs and Assigns: The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of School District and Contractor and their respective successors and assigns, subject to the limitation on assignment as herein contained.

30. Condemnation: If any part of the Facility are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the School District or the Contractor may terminate this Agreement, effective the date the public authority takes possession. All damages for the condemnation of the Facility, or damages awarded because of the taking, shall be payable to the sole property of the School District.

32. Policies/Regulations: Contractor, including its agents, representatives, employees, contractors, invitees, licensees and students shall at all times comply with all of the School District's policies, procedures and regulations.

33. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Agreement:

A. Time is of the essence of each provision of this Agreement.

B. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

C. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

D. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.

E. The captions of this Agreement shall have no effect on its interpretation.

F. The parties hereto agree that no employees, volunteers, agents and personnel of either party shall be considered to be employees of the other and acknowledge that this Agreement does not create a partnership or joint venture between them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

KENOWA HILLS PUBLIC SCHOOLS

[CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX G

School District SE-4094 & SE-4107

ATTACHED

Kenowa Hills

FID Application
2019-2020 SE-4094 Transportation Expenditures

41145 - Kenowa Hills Public Schools

Contact: John Gilchrist

Phone: 6167842511 Email: jgilchrist@khps.org

Person responsible for bus operations: Diane Schwaiger

LINE	Account Code Description	Reg/Voc Ed		Spec Ed-Sec 52		Spec Ed-Sec 53a		Total
		FTE	Expenditure	FTE	Expenditure	FTE	Expenditure	
		(1)	(2)	(3)	(4)	(5)	(6)	
1	Supervision	0	0	0	0			0
2	Bus Driver	0	0	0	0	0	0	0
3	Secretarial/Clerical	0	0	0	0			0
4	Aides	0	0	0	0	0	0	0
5	Other Support	0	0	0	0			0
6	TOTAL SALARIES	0	0	0	0	0	0	0
7	Employee Benefits		0		0		0	0
8	Local Expenses		0		0		0	0
9	Telephone/Postage		0		0			0
10	Other Utilities		12,150		0			12,150
11	Purch Serv - Staff	0	0	0	0	0	0	0
12	Other Non-Veh Purch Serv		0		0			0
13	TOTAL NON-VEH RELATED P/S		12,150		0		0	12,150
14	Pupil Trans Common Carrier	0	0	0	0	0	0	0
15	Pupil Trans Common Carrier (black/yellow)	23	987,964	3	102,525	0	0	1,090,489
16	Pupil Trans Family Veh Cost	1	2,004	0	0	0	0	2,004
17	Pupil Trans Taxi Cab	0	0	0	0	0	0	0
18	Pupil Trans Fleet Insurance	26	12,404	0	0	0	0	12,404
19	Contracted/Leased Buses	0	0	0	0	0	0	0
20	Other Vehicle Related Costs		8,561		0	0	0	8,561
21	TOTAL VEHICLE RELATED P/S		1,010,933		102,525		0	1,113,458
22	Gasoline/Fuel		76,010		8,623		0	84,633
23	Oil/Grease		0		0		0	0
24	Tires/Batteries		0		0		0	0
25	Other Supplies/Repair Parts		48		0			48
26	Office Supplies		0		0			0
27	TOTAL SUPPLIES		76,058		8,623		0	84,681
28	Other Expense/Adjustment		0		0		0	0
29	Bus Amortization		227,092		0		0	227,092
30	TOTAL EXPENDITURES		1,326,233		111,148		0	1,437,381
31	Total Annual Miles		233,720		34,915		0	268,635
32	Riders Per the Count Week		1877.0		30.0		0	1,907
33	Total Fuel Consumed (in gallons)		39,045		4,390		0	43,435

34	Miles per Gallon		5.99	7.95	0.00	6.18
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School Bus Inventory - Preliminary Report

School Year: 2020-2021

ISD: 41 Kent ISD

District: 41145 Kenowa Hills Public Schools

Date: 4/9/2021

Ref No	Bus No	Chas	VIN	YOP	YOM	Body	Style	Equip	Cap	Cost	Stat	AT
	21	01	4DRBUPWN6MB097980	2020	2021	08	C	02	77	87404	R	B
	28	01	4DRBUPWN6MB097981	2020	2021	08	C	02	77	87404	R	B
	31	01	4DRBUPWN6MB097982	2020	2021	08	C	02	77	87404	R	B
	32	01	4DRBUPWN6MB097983	2020	2021	08	C	02	77	87404	R	B
	33	01	4DRBUPWN6MB097984	2020	2021	08	C	02	77	87404	R	B
60034	39	01	1BAKGCEH0MF369622	2019	2020	01	C	01	71	91464	C	B
60033	13	01	1BAKGCEH9MF369621	2019	2020	01	C	02	77	86369	R	B
60032	12	01	1BAKGCEH7MF369620	2019	2020	01	C	02	77	86369	R	B
60031	11	01	1BAKGCEH0MF369619	2019	2020	01	C	02	77	86369	R	B
60030	10	01	1BAKGCEH9MF369618	2019	2020	01	C	02	77	86369	R	B
58456	17	01	1BAKGCEH5KF357348	2018	2019	01	C	02	77	82160	R	A
58455	14	01	1BAKGCEH3KF357347	2018	2019	01	C	02	77	82160	R	A
58454	07	01	1BAKGCEH1KF357346	2018	2019	01	C	02	77	82160	R	A
58453	06	01	1BAKGCEHXXKF357345	2018	2019	01	C	02	77	82160	R	A
58452	05	01	1BAKGCEH8KF357344	2018	2019	01	C	02	77	82160	R	A
56843	04	01	1BAKGCSA5JF345626	2018	2018	01	C	02	77	85620	C	B
56842	03	01	1BAKGCSA3JF345625	2018	2018	01	C	02	77	84694	R	B
56841	02	01	1BAKGCSA1JF345624	2018	2018	01	C	02	77	85620	S	A
56840	01	01	1BAKGCSAXJF345623	2018	2018	01	C	02	77	85620	S	A
55389	38	08	4DRBUC8P8HB487220	2016	2017	08	C	02	77	83000	R	A
55388	37	08	4DRBUC8P1HB487219	2016	2017	08	C	02	77	83000	C	A
55387	36	08	4DRBUC8PXHB487218	2016	2017	08	C	02	77	83000	C	A
55386	35	08	4DRBUC8P8HB487217	2016	2017	08	C	02	77	83000	C	A
54351	22	08	4DRBUC8PXGB263395	2015	2016	08	C	02	77	82036	S	B
54350	18	08	4DRBUC8P8GB263394	2015	2016	08	C	02	77	82036	R	A
54349	8	08	4DRBUC8P6GB263393	2015	2016	08	C	02	77	82036	R	A
48451	29	08	4DRBUSKN3CB632271	2011	2011	08	C	04	54	82427	S	A
48450	27	08	4DRBUSKN3CB632273	2011	2011	08	C	02	77	79739	S	A
48449	26	08	4DRBUSKN5CB632272	2011	2011	08	C	02	77	79739	S	A
47270	25	08	4DRBUSKN5BB341530	2010	2010	17	C	02	77	73482	S	A
47269	24	08	4DRBUSKN9BB341529	2010	2010	17	C	02	77	73482	S	A
47268	16	08	4DRBUSKN7BB341528	2010	2010	17	C	02	77	73482	S	A

Total Count 32

APPENDIX H

Anti-Discrimination Certification

ATTACHED

Kenowa Hills

APPENDIX H

ANTI-DISCRIMINATION CERTIFICATION UNDER BOARD POLICY 6320

The undersigned, the owner or authorized officer of the below-named Contractor, pursuant to Kenowa Hills Public Schools Board of Education Policy 6320 and the anti-discrimination certification requirement provided in the Kenowa Hills Public Schools' Request For Proposals for Pupil Transportation Services, hereby certifies that the Contractor does not discriminate through employment practices based on religion, race, color, national origin, age, gender or gender identity, sexual orientation, height, weight, marital status or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position.

If the School District determines, using credible information available to the public, that the Contractor has submitted a false certification prior to the award of the Contract the Proposal will be subject disqualification on those grounds. If it is discovered, after the Contract has been awarded and executed, that the Contractor's certification is false, the Contract may be terminated by the School District.

The School District's Board of Education Policies may be found at <https://www.khps.org/board-of-education>.

CONTRACTOR:

By: _____

Its: _____

STATE OF _____)
)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2021, by
_____.

_____, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of : _____