



RFP # WEST-03-2023-2024-12

**REQUEST FOR PROPOSALS
FOR
BUSING AND TRANSPORTATION
SERVICES**



BID SUMMARY

Commodity/Service Being Requested: Busing and Transportation Services

Type of Solicitation: Request for Proposals (RFP) – Westwood Community School District, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, is competitively bidding and awarding a Master Agreement (Contract) to a Contractor or Contractors for Busing and Transportation Services.

Type of Resulting Contract: Statewide Cooperative Contract – As a result of this RFP, Westwood Community School District will work with the MAC/CoPro+ program to market and extend the resulting Contract to other public municipalities, non-profit organizations and schools statewide in having access to Contract(s) for Busing and Transportation Services. This Contract will enable public municipalities, non-profit organizations, and schools to “piggyback” and purchase services on an “as needed” basis from the Contractor(s). Proposers must identify any limitations on service areas within their proposal.

Resulting Contract Term: Three (3) years with Two (2) one-year renewal options.

RFP SCHEDULE

Release of RFP:	March 13, 2024
Pre-Proposal Meeting*:	March 21, 2024, at 2:00 p.m. Eastern Time
Vendor Question Due Date:	March 26, 2024, at 2:00 p.m. Eastern Time
Answers to Vendor Questions Due Date:	April 2, 2024
Proposals Due**:	April 11, 2024, at 2:00 p.m. Eastern Time
Master Agreement Award Date:	April 2024

*The Pre-Proposal Meeting is strongly encouraged, though it is not mandatory to attend. The Pre-Proposal Meeting will be held on-site at the address below, at 2:00 p.m. Eastern Time.

**Responses received later than the specified deadline will be disqualified.

Pre-Proposal Meeting:

Westwood Community School District
3335 S Beech Daly Rd.
Dearborn Heights, MI 48125

Westwood Community School District reserves the right to change this schedule as needed and all information provided by Westwood Community School District in this RFP is offered in good faith. Individual items/services are subject to change at any time. Westwood Community School District makes no certification that any item, service, location is without error.

Award of this proposal is contingent upon the approval of funding from Westwood Community School District Board of Education.



The Sole Point of Contact During this Solicitation Process is:

Steven Jackson
jackson@macservcorp.com
(312) 724-5577

Contact with Westwood Community School District Personnel: All contact with Westwood Community School District regarding this RFP or any matter relating thereto must be sent to the following email: jackson@macservcorp.com



Table of Contents

SECTION 1.0 – PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING	5
1.1 Introduction and Scope	5
1.2 Minimum Mandatory Requirements	6
1.3 Requirements and Specifications	6
1.4 Statewide Cooperative Contract	10
1.5 Purchase Orders	10
1.6 Delivery and Acceptance	10
1.7 Management and Staff	11
1.8 Pricing Schedule	11
1.9 Price Assurance	12
1.10 Pricing Terms	12
SECTION 2.0 – PROPOSER INFORMATION AND ACCEPTANCE	14
2.1 Company Profile	16
2.2 References	17
2.3 Assurances and Certifications	18
SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS	23
3.1 Westwood Community School District Responsibility	23
3.2 Truth and Accuracy of Representations	23
3.3 Proposers Questions	23
3.4 Preparation of the Proposal	23
3.5 Bid Submission Deadline	24
3.6 Adherence to Mandatory Requirements (Pass/Fail)	24
3.7 Evaluation Process	24
3.8 Evaluation Criteria	25
3.9 Optional Tools to Enhance Evaluation Process	25
3.10 Westwood Option to Reject Proposals	25
3.11 Freedom of Information Act	26
3.12 Contacts with Westwood Personnel	26
3.13 Final Agreement Award Determination	26
3.14 Cancellation of Invitations for Bids or Requests for Proposals	26
Appendix A – Pricing Schedule	27
Appendix B – Route Information	28

Solicitation Terms and Conditions can be found at [CoPro+ Contract Terms and Conditions](#)



SECTION 1.0 – PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Introduction and Scope

The Westwood Community School District (“Westwood”) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals for Busing and Transportation Services. The awarded contractor must furnish all labor and equipment for transportation services at the locations below and any other locations as agreed upon:

Location	Address
Robichaud High School	3601 Janet Street Dearborn Heights, MI 48125
Tomlinson Middle School	25912 Annapolis Street Inkster, MI 48141
Daly Elementary School	25824 Michigan Avenue Inkster, MI 48141
Thorne Elementary School	25251 Annapolis Dearborn Heights, MI 48125
Garfield Community School	10218 Arthur Livonia, MI 48150
Keeler ADT	17715 Brady Redford, MI 48240
Keeler EDT	17715 Brady Redford, MI 48240
Redford Union High School	17711 Kinloch Redford, MI 48240
Beech Elementary School	19990 Beech Daly Road Redford, MI 48240
Wayne Memorial High School	3001 Fourth Street Wayne, MI 48184
Burger Baylor School	28865 Carlisle St Inkster, MI 48141
Burger Transitions	30300 Maplewood Garden City, MI 48135

*Location information is subject to change from one school year to the next based on the District’s needs.

A. Proposer Responses

Proposer will enter responses in the “Proposer Response” text boxes where provided (see example below). There is no minimum or limitation on the number of words used for responses.

-EXAMPLE- Proposer Response:



1.2 Minimum Mandatory Requirements

All proposals will be reviewed for compliance with the minimum mandatory requirements. Proposals deemed non-responsive will be eliminated from further consideration.

Interested and qualified proposers that can demonstrate their ability to successfully provide the goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirements:

1. Proposer must have a minimum of three (3) years successful experience in the contracted Busing and Transportation Services field in an educational environment, providing a range of Busing and Transportation Services equivalent or similar to the services being requested by Westwood as described herein. Please provide in **Section 2.2 References**.

Proposer Response:

Please confirm your understanding by checking Yes or No.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

1.3 Requirements and Specifications

- Contractor must, during the term of agreement, maintain such school buses, shuttles and vehicles (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services as described in Agreement.
- District and Contractor shall consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly.
- District may increase or decrease services to be provided by Contractor. However, where such increases or decreases impact the service levels, personnel levels, or equipment levels required of Contractor under the specified routes, schedules, and vehicle requirements as set forth at the beginning of this Agreement, Contractor shall be permitted to adjust rates at which services are provided to cover increases or decreases only to those increases or decreases of services being requested.
- In the event Contractor agrees to any increases or decreases (in services) which are Schedule Readjustment increase or decreases, Contractor shall be afforded a period up to thirty (30) days following implementation of such changes during which time to adjust to those changes for drop-off times or availability of buses on routes and make operational adjustments to meet school District requirements.
- The Contractor is responsible for providing all equipment required to safely transport regular education and special needs students, including harnesses, vests, car seats, and wheelchair restraints.



- Contractor must purchase, at its own cost, all fuel required for the operation of vehicles hereunder.
- District shall be primarily responsible for planning all routes, stops and schedules. Contractor must assign a staff member with expertise in route creation and management to work with the District on developing routes needed to safely transport students in a timely manner.
- Contractor must provide within 30 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- Contractor must maintain such records and submit such reports, as are reasonable and deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District must be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports.
- Contractor must immediately notify the Superintendent of Schools and Building Principal, or his or her designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used at that time to provide transportation services for Westwood. Written notification must contain a full and complete statement of all relative facts including police case number & accident report when available, as well as a list of the student riders present at the time of incident.
- Contractor must immediately notify the Building Principal, or his or her designated representative, of the following:
 - Vehicles running behind schedule.
 - Routes with substitute drivers.
 - Routes not running due to staffing issues and the plan to accommodate student pickup/drop off.
 - Notification at the end of the day that all routes have been completed.
- Whenever (a) inclement weather or impassability of roads occurs, (b) school is cancelled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District must notify Contractor not later than 6:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of transportation.
- Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District must cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.
- Contractor must be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.
 - Contractor must employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact



with District. Prior to the start of the school year, Contractor must inform District of the name(s) and contact telephone number(s) of such management personnel.

- District must employ management personnel who shall be responsible for coordination of the student transportation requirements of District and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District must inform Contractor of the name(s) and contact telephone number(s) of such management personnel.
- Contractor must employ a sufficient number of qualified drivers and support personnel to ensure District of continuous, reliable, safe and on time service.
- Contractor must take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.
- Contractor must be responsible for hiring and discharging personnel employed by the Contractor to perform its obligation hereunder. However, District shall have the right to request Contractor to remove from service to District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District makes such request in writing, state the reasons therefore and include any supporting documentation, and provide further that such request does not violate applicable local, state or federal laws, rules or regulations.
- Contractor must provide qualified driver/trainers and qualified drivers, trained and licensed in accordance with applicable laws and the rules and regulations of the District. Not less than thirty (30) days prior to the start of any school year, District must advise Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver must:
 - Possess a valid Commercial Driver's License (CDL) with Passenger Endorsements issued by this State authorizing such person to operate a school bus as specified below:
 - Group Designation - B or C
 - Endorsements - P and S
 - Chauffeur Endorsement (if applicable)
 - Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination must be conducted prior to employment and periodically thereafter.
 - Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law. Criminal background checks and approval by District Human Resources Director are required prior to servicing district bus routes.
 - Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests must be a condition of employment.



- Meet any other criteria required by law or by District's policies, rules or regulations.
- Contractor must provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content.
- Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this RFP on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District.
- All school buses supplied by Contractor must meet or exceed the standards established by applicable laws and regulations. Contractor must maintain the school buses used to provide transportation services under the agreement in accordance with law and accepted industry maintenance standards.
- In the event that the District or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during the term of the Agreement, which are specific requirements for the operation of the Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and District in good faith shall negotiate price increases applicable to such equipment requirement.
- Contractor agrees that all vehicles must be equipped with two-way radios. Contractor agrees to perform an inspection of all radios prior to the start of the school year to ensure proper performance. Cell phones should only be used in an integrated system or when the bus is not in motion and only for School District business.
- The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver must handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to pupil's building or school principal. In all cases of disciplinary ejection, the bus must remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems must be reported in writing by the next school day following completion of the route. The District and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, District will provide a safe transportation environment prior to Contractor being required to transport such pupil. All further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- Vandalism, damage to Contractor's equipment or facilities must be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel.

Proposer Response:



1.4 Statewide Cooperative Contract

Westwood Community School District is working with the Michigan Association of Counties CoPro+ program on this solicitation. If your proposal meets the minimum qualifications, is responsive and responsible and offers competitive pricing you may be considered and approached to extend a term agreement and pricing to other public entities within the county, the region, and the state, in accordance with Michigan Compiled Laws 124.504. This process is called “piggybacking”; it offers tremendous value to public ordering entities regarding the cost and time to manage an end-to-end purchasing event. This process also offers exceptional value to selected vendors in terms of their company’s resources and time to respond to multiple solicitations from various public entities who have a similar need for their products or services.

All pricing submitted to Westwood Community School District and its participating entities must include a 2% administrative fee to be remitted to CoPro+ by the Contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and on file with Westwood Community School District/CoPro+. All price changes must be presented to Westwood Community School District /CoPro+ for acceptance, using the same format as was accepted in the original contract.

Proposer Response:

Please confirm your understanding by checking Yes or No.

Yes No

1.5 Purchase Orders

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

Proposer Response:

Please confirm your understanding by checking Yes or No.

Yes No

1.6 Delivery and Acceptance

Proposer must address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.



- All pricing must reflect net 30 payment terms.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.

Proposer Response:

1.7 Management and Staff

Proposer must address the following items in their proposal.

- Project Management of the contract.
- Staffing and responsibilities.
- Dispatcher coverage for trips scheduled outside of normal business hours (i.e., evenings and weekends).
- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

Proposer Response:

1.8 Pricing Schedule

Proposers will provide pricing information on the price sheet (**Appendix A**) that will be utilized when evaluating price competitiveness.

1.8.1 Bid Pricing

Proposers have the option to provide high-volume pricing. Proposers who offer high-volume pricing may be evaluated more favorably than those who do not. Proposers should specify this discount option within their cost proposal and at what level.

1.8.2 Tax Excluded from Price

(a) Sales Tax: Westwood and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Westwood may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Westwood's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.



Proposer Response:

Include any comments regarding pricing, discounts being offered, and information on other cooperative contracts held by respondent.

1.9 Price Assurance

The awarded vendor agrees to provide pricing to Westwood and its participating entities that are the lowest pricing available, and the pricing must remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product purchased through Westwood following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Westwood requests equal or better than pricing to be submitted.

All pricing submitted to Westwood must include a 2% administrative/remittance fee to be remitted to CoPro+ by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings up to date and on file with Westwood/CoPro+.

Proposer Response:

Please confirm your understanding by checking Yes or No.

Yes No

If "NO" was answered on any item in this RFP, please explain:

1.10 Pricing Terms

Respondents will provide pricing information on the price sheet (**Appendix A**) that will be utilized when evaluating price competitiveness.

1.10.1 Price Guarantee

Price Stability Guarantee - For the first twelve months of the Agreement, the vendor must guarantee to provide the services at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

1.10.2 Bid Pricing

Bid pricing must reflect Net 30 payment terms.



Proposer Response:

Please respond to both sections. If offering a net discount, please state so in this response box.



SECTION 2.0 – PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.

The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of this RFP.

2. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each proposer who is awarded a contract must be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Westwood, will be the basis for the Proposer to enter into a contract with Westwood in accordance with the intent of the bid documents.
3. The undersigned acknowledges receipt and acceptance of all addenda.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
 - Contractor's Employment Eligibility
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Certificate of Independent Price Determination
 - Clean Air and Water Certificate
 - Certifications/Disclosure Requirements Related to Lobbying
 - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
5. The undersigned acknowledges that proposer will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated bid documents.
6. It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of a bid, the proposer certifies that if awarded a contract they will make no claim against Westwood based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Vendors who do business with the Westwood must hold Westwood, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Westwood, prior to award, and must include an insurance



certificate and additional insured certificate, naming Westwood, which meets the minimum insurance requirements, as stated in the terms and conditions.



2.1 Company Profile

Company Profile
Official Name of Proposer:
Street Address:
City:
State:
Zip Code:
Website:
Primary Contact Name:
Primary Contact Phone Number:
Primary Contact Email Address:
Dun & Bradstreet (D&B) Number (if applicable):
Has your company been debarred by the Federal and/or State Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>
Have you ever been in bankruptcy or in reorganization proceedings?
Brief history of your company, including the year it was established:
Signature:
Name and Title of Signer:
Date:



2.2 References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past three (3) years. Please identify any experience relevant to the services you propose to provide through this RFP within the Description of Services:

REFERENCE 1

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

REFERENCE 2

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

REFERENCE 3

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	



2.3 Assurances and Certifications

CONTRACTOR’S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws. Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The vendor complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor must comply with governing board policy of the Westwood Participating entities in which work is being performed.

Printed Name of Respondent

Signature of Respondent

Company Name

Date of Signature



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

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

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Westwood Community School District, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F and Compliance Supplement for the U.S. Department of Education.

Iran Economic Sanctions Act

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

Vendor Signature:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 ____.
Notary Public _____
My commission expires:



CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- (A) By submission of this offer, the offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

- (B) Each person signing this offer on behalf of the manufacturer or processor certifies that:
 - (1) He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in other offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this manufacturer or processor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Company’s Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature



CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, and imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance. If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan; You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).



CERTIFICATION REGARDING LOBBYING CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company's Authorized Representative / Position Title

Signature of Company Representation

Company Name

Date of Signature



SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains a description of activities as well as instructions to proposers on how to prepare and submit their proposal:

3.1 Westwood Community School District Responsibility

Westwood is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Westwood Community School District's Superintendent/Purchasing agent designee's sole judgment and his/her judgment shall be final.

3.3 Proposers Questions

Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by no later than the date identified on the cover page of this RFP. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. Westwood reserves the right to group similar questions when providing answers. Questions must be addressed to:

E-mail address: jackson@macservcorp.com

Westwood may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.

3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 120 days from the due date for responses to this RFP.

The Proposer will be responsible for completing and submitting the following sections of this RFP:

Section 1.0 – Bid Responses to Scope of Work and Pricing - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the number of words for proposer's responses.

Section 2.0 – Proposer Information and Acceptance – The Proposer will be required to complete the information in this section and provide required signatures and notarization.



Appendix A – Pricing Schedule – The Proposer will be required to complete the tables that make up the pricing schedule.

3.5 Bid Submission Deadline

See Cover Page for the Bid Submission Deadline (the "Due Date").

- A. All bids must be submitted Duplicate in a sealed envelope and shall include the following information on the face of the envelope: bidder's name, address, subject matter of proposal, date and hour of bid opening as stated in the RFP Timetable. Failure to do so may result in a premature opening of or failure to open such proposal. No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.
- B. The bidder must also include one electronic copy of all bid materials on a USB flash drive in addition to the printed copy.
- C. Bidders are responsible for submitting proposals before the stated closing time to the proper location: **Westwood Community School District, Attn: Business Office, 3335 S. Beech Daly, Dearborn Heights, MI 48125. Mark your envelope: BUSING AND TRANSPORTATION SERVICES.** Delays in the mail will not be considered. Any proposal received after the stated closing time will be unopened.
- D. All timely submitted Bids received by the district will be opened in-person at the: **Westwood Community School District, Central Office, 3335 S. Beech Daly, Dearborn Heights, MI 48125 at 2:10 P.M., April 11, 2024.** The opening will be viewable to the public.

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Westwood or designee shall review Section 2.0 Proposer Information and determine if the Proposer meets the minimum mandatory requirements as outlined in this RFP.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Westwood may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.7 Evaluation Process

All proposals will be reviewed for compliance with the minimum mandatory requirements stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration.

- A. Westwood may contact the Proposer for clarification of the Proposer's Bid.
- B. Westwood may use other sources of information to perform the evaluation.
- C. Westwood. may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is most advantageous, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective vendor has been selected, Westwood and the prospective vendor(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Westwood



may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal.

3.8 Evaluation Criteria

3.8.1 Technical Evaluation Criteria

	Technical Evaluation Criteria	Points
1	Requirements/Services – Including but not limited to the following: adherence to specifications/requirements.	50
2	Prior Experience and Past Performance –Vendors should demonstrate their experience, technical competence in transportation services and past performance.	30
3	Management and Staffing – Including but not limited to the following: requirement outlined in Section 1.7.	20
	Total Points Possible	100

Award shall be made to the most responsible Vendor whose proposal is determined to be best value to Westwood taking into consideration the above Evaluation Criteria set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between Westwood and the Vendor.

In determining the best value, Westwood will review and consider the technical evaluation criteria and pricing. Proposals receiving **80** or more technical evaluation points (see table above) will have pricing evaluated and considered for award.

3.9 Optional Tools to Enhance Evaluation Process

Westwood during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Westwood.

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

3.10 Westwood Option to Reject Proposals

Westwood may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. Westwood shall not be liable for any costs incurred by the Proposer in connection with



the preparation and submission of any proposal. Westwood reserves the right to waive inconsequential disparities in a submitted proposal.

3.11 Freedom of Information Act

This contract and all information submitted to Westwood by the Contractor and Proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Westwood shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless Westwood for any liability arising from or in connection with Westwood's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Westwood Personnel

All contact with Westwood regarding this RFP or any other matter relating thereto must be emailed as follows:

Email address: jackson@macservcorp.com

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Westwood personnel other than the Procurement Contact, Westwood, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Westwood in writing will be binding with respect to this RFP.

3.13 Final Agreement Award Determination

Westwood reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Westwood.

3.14 Cancellation of Invitations for Bids or Requests for Proposals

An IFB, a RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.

Appendix A – Pricing Schedule

Category	Route Count	School Year		
		2024-2025	2025-2026	2026-2027
Regular Transportation Routes (per bus per day)	15			
Special Education Routes (per bus per day)	10			
Second Tier Routes (per bus per day)	9			
Midday Routes (per hour with 1 hour minimum)	3			
Bus Attendant for AM/PM Routes (per bus per day up to 5 hours)				
Bus Attendant for Midday Routes (per hour with 1 hour minimum)				
Cab Services for Special Needs and Homeless Student Transportation	48			

Route information is subject to change from one school year to the next based on the District’s needs.



Appendix B – Route Information

School Bell Times:

1. Tier 1
 - a. High School 7:45 am - 2:31 pm
 - b. Middle School 7:40 am - 2:22 pm
2. Tier 2
 - a. Elementary 8:45 am - 3:28 PM

Current system operates two tiers using a total of 15 buses:

- 3 Regular Ed Routes (Robichaud HS - Daly Elementary)
- 3 Regular Ed Routes (Tomlinson Middle - Thorne Elementary)
- 2 Regular Ed Detroit Routes (Robichaud HS - Tomlinson Middle)
- 1 Regular Ed Detroit Routes (Daly Elementary - Thorne Elementary) Morning & Mid-Day drop off and pick up in Taylor
- 1 Center Program Route (Garfield Community - Thorne Elementary)
- 1 Center Program Route (Keeler ADT - Redford Union HS)
- 1 Center Program Route (Keeler EDT – Beech Elementary)
- 1 Center Program Route (Wayne Memorial HS - Burger Baylor - Burger Transitions)
- 1 Center Program Route (Robichaud HS - Thorne Elementary) Mid-Day
- 1 Center Program Route (Tomlinson Middle - Thorne Elementary)

Cab Services: 48 current routes

Addendum #1

RFP WEST-03-2023-2024-12 Busing and Transportation Services

Questions and Answers

Q.1. Are the special education routes tiered?

A.1. Yes, 2 are tiered with Regular Ed Routes and 2 are tiered High School/Middle School along with Elementary School.

Q.2. Are bus aides needed on any routes? If so, how many?

A.2. Yes, all Special Ed routes, currently a total of 6.

Q.3. How many bus attendants are required today?

A.3. Currently a total of 6, all Special Ed routes.

Q.4. Do any buses require air conditioning?

A.4. Not currently. However, if a student's IEP designates that they require an air-conditioned bus the contractor will be required to provide a bus equipped with air conditioning.

Q.5. Can you provide a copy of the current bus inventory?

A.5. All buses on the current MDE inventory belong to the current vendor. The fleet is made up of 17 buses: 11 KR, 5 K2, 1 KC, and 1 S. Twelve are 65 capacity, 3 are 71 capacity, and 2 are 14 capacity.

Q.6. Please confirm total fleet needed and preferred passenger capacities. Pricing page shows 15 buses for Reg Ed + 10 buses for SPED. Just confirming we would need 25 buses + spares.

A.6. Refer to above response. The 25 buses in the RFP are an estimate. The district would like proposals that would increase the number of buses serving Special Needs Centers outside of the district to reduce our dependence on cab services. Also, to



provide Sports and Activity buses that do not rely on buses running Regular and Special Ed routes. The following is a breakdown of the daytime field trips and sports trips:

Field Trips (most trips require multiple buses): Elementary Schools - 18, Middle School - 5, High School - 12, Summer School - 5

Sports Trips (typically one bus per sports trip):

Fall: High School – 35, Middle School - 10

Winter: High School – 25, Middle School - 12

Spring: High School – 40, Middle School - 10

Q.7. Could you please provide a fleet list or a passenger count to ensure we have the appropriate fleet assigned?

A.7.

Daly Enrollment: 177; Routes: D1-96, D2-85

Thorne Enrollment: 641; Routes: T1-66, T2-98, T3-53, T4-93, T5-103

Tomlinson Middle School Enrollment: 204; Routes: M1-53, M2-36, M3-58

Robichaud High School Enrollment: 335; Routes: H1-76, H2-51, H3-48

Detroit Routes - Tomlinson & Robichaud: MH1-64, MH2 - 76

Detroit Route - Daly & Thorne: DT1- 33

Q.8. When are you looking to award?

A.8. Going to the board for approval in May 2024.

Q.9. If a transition happens, when would the awarded contract go into effect?

A.9. To be determined at a later date.

Q.10. Are the cab services for special needs and/or homeless students? Are these services currently provided by multiple vendors?

A.10. Yes and yes.

Q.11. How many wheelchair routes currently?

A.11. None at this time but may be required in the future.

Q.12. Are bus cameras, GPS, or other technology currently utilized?

A.12. No, but would be nice to have.

Q.13. Does Westwood have a routing system?

A.13. Not currently.



Q.14. How many school days are in your school year?

A.14. Typically, 174 instructional days and 16 to 20 summer school days.

Q.15. Can you provide copies of the current routes?

A.15. Yes, routes will be posted.

Q.16. What happens when a parent is not at a drop off?

A.16. Student is dropped off at the Administration Building.

Q.17. What is your policy if a student does not come out for a bus?

A.17. Handled on a case-by-case basis. Front desk receptionist currently handles busing calls from parents.

Q.18. How many students are enrolled in the District?

A.18. 1,535 students.

Q.19. How often do special education routes change?

A.19. Special Education routes can change month-to-month.

Q.20. Do you have an operational facility or is this owned by the vendor?

A.20. An operational facility or depot needs to be provided by the vendor.

Q.21. How many routes go into the City of Detroit currently?

A.21. Two middle school/high school, 1 elementary.

Q.22. How are routes currently planned?

A.22. This has been a manual process handled by the District using Microsoft MapPoint. District would like to utilize Polyplot or similar routing software.

Q.23. How many summer school routes are there currently?

A.23. 8 Regular Ed routes, 4 or 5 Special Ed routes



Q.24. Do you have requirements on the maximum and average age of buses?

A.24. Not currently. We ask that recommendations are included in your proposal.

Q.25. Are you currently experiencing driver shortages?

A.25. Yes.

Q.26. How do vendors communicate to Principals and District on driver issues?

A.26. Please include recommendations in your proposal.

Q.27. How many copies of the proposal need to be submitted?

A.27. One printed copy and one digital copy.

Q.28. Are there currently any guaranteed hours for drivers or other transportation staff?

A.28. No.

Q.29. What are the current pay rates?

A.29. This cannot be provided at this time.

Q.30. Can we get a copy of the current contract or financials to see what you are paying now for these services?

A.30. This cannot be provided at this time.

Q.31. Who currently provides these services?

A.31. DHT – Busing; Hop Skip Drive, Dean Cab & Fidelity - Cab/Taxi Service.

Q.32. Will the “piggyback” contract include pricing or just the contract?

A.32. Any district that “piggybacks” onto this contract will have a separate amendment for their pricing.

Q.33. Would the district be open to alternative bids? Only bidding a portion of the work (cab or busing) or providing a longer-term contract for example.

A.33. Preference is to award a 3-year contract to a single source but will consider other proposed options.



Q.34. Can you provide a copy of routing and this year's invoices to better understand volumes, hours, labor, etc. for cost assumptions?

A.34. Routes will be provided. We cannot provide invoices at this time.

Q.35. Is it acceptable to refer to a specific area in our proposal in the responses for example in 1.7? This way we aren't limited in space.

A.35. Yes.

Q.36. Do you have a certain insurance requirement? I didn't see any amounts for the COI stated.

A.36. Insurance requirements are listed in the CoPro+ Contract Terms and Conditions (see link to CoPro+ Contract Terms and Conditions on page 4 of the RFP).

Q.37. For the Cab Services pricing – can we refer to a separate pricing Sheet with the breakdown per student, per mile, etc.? We are requesting this due to the ever-changing nature and lack of student details to truly price out the 48 students.

A.37. Yes.

Q.38. We would like to request that section 3.4 be reduced to 60 days from 120, as 120 days from due date would put us past the start of the school year and a decision that late in the summer would drastically decrease our chances at a successful transition for the district.

A.38. To be determined at a later date.