



**NEW PARADIGM
FOR EDUCATION**

New Paradigm For Education Request for Proposals

School Bus Transportation

Notice is hereby given that New Paradigm for Education will receive sealed proposals for the implementation of a school bus transportation contract serving New Paradigm College Prep.

Sealed proposals will be received in their final form not later than:

Wednesday, August 6, 2014 3:00pm

2001 LaBelle
Detroit, MI 48238

For further information or to receive a bid packet, please contact:

Machion@npfenow.org



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TENTATIVE SCHEDULE

Timetable

The Contractor shall have all buses, routes, materials, and labor in place during August for the 2014-2015 school year, beginning September 2, 2014.

Event: Dates:

Advertisement Begins	July 30, 2014
RFP Due-Date	August 6, 2014
RFP Evaluation	August 7, 2014
Consideration for Board Approval	August 12, 2014
Implementation	September 2, 2014

Receipt of Written Proposal Document

Each proposer shall be responsible for the delivery of one (1) original and two (2) copies of the proposal to New Paradigm For Education, 2001 LaBelle Detroit, MI 48238 on or before August 6, 2014 3:00pm. Contractors who do not submit their proposals by this time and date will automatically be disqualified from the proposal process. Facsimiles are not acceptable. All proposals shall be typed. Proposals shall be tightly sealed in opaque containers clearly bearing on the outside the name of the Contractor, his/her address, and "PROPOSAL FOR BUS TRANSPORTATION" typed on the outside of the proposal. Late proposals will be rejected.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and New Paradigm For Education will in NO way be held liable for these costs. New Paradigm For Education is the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals.

Dear Potential Bidder:

New Paradigm for Education seeks to provide safe, courteous, reliable, and punctual student transportation services to all eligible students at New Paradigm College Prep.



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Hence, these quality services and high expectations can only be provided by a well-trained staff with low turnover that receives a fair wage consistent with industry standards.

With this letter, you will find a detailed Request for Proposal for this work.

Exceptions to Bid Specifications

Any exceptions to the terms and conditions contained in this RFP or any other special consideration or condition requested or required by the bidder shall be enunciated by the bidder and be submitted as part of its proposal, together with an explanation of the reason such terms and conditions cannot be met.

Each bidder shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in the bidder's proposal.

New Paradigm for Education feels strongly that due to the complexity of projects, non-attendance at this meeting will disqualify the bidder. Attendance at the meeting is mandatory.

Penalties for Noncompliance

The attached request for proposals ("RFP") includes several penalties for noncompliance with the contract requirements. These penalties are intended to provide reasonable additional contract compliance incentives for the to-be-selected contractor(s).

Responding to this RFP

A bid checklist is included in this proposal. This check list, which is provided to help bidders ensure that their response is complete, must be completed and submitted as part of the proposal.

Questions

Questions and inquiries, will be accepted in written form only via email from any and all firms. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, however, that all questions are received by 9 am of August 5, 2014. All questions shall be directed to Machion Jackson (contact information below). Responses to questions after the pre-bid meeting will be made by addenda issued to all companies in attendance at the pre-bid meeting. Any representations and/or oral discussions not confirmed by addenda will not be binding upon New Paradigm for Education.

Restrictions on Communication

From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor's



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Proposal with New Paradigm for Education, New Paradigm College Prep, their respective Boards, or any individual Board member, administrators, faculty, staff, students, or employees. Request for clarifications shall only be directed via email as noted above.

Contacts for the New Paradigm For Education

New Paradigm For Education official contact for all correspondence, inquiries, and submissions related to this RFP is Machion Jackson. The telephone number for Machion Jackson is 313-269-0024. The mailing address and physical address for New Paradigm for Education is: 2001 LaBelle Detroit, MI 48238. Office hours are from 8:00 A.M. to 3:00 P.M., Monday through Friday. Machion Jackson's emails address is: Machion@npfenow.org

INSTRUCTIONS TO BIDDERS:

Bid Opening Date:

- 1) NOTICE IS HEREBY GIVEN that the New Paradigm For Education will accept bids for a one year with the option to renew the contract for STUDENT TRANSPORTATION SERVICE. Bids will be opened and read aloud in the New Paradigm For Education Office, 2001 LaBelle Detroit, MI 48238. Bids should be submitted for one (1) school year period, encompassing the 2014-2015 school year.
- 2) Sealed proposals shall be delivered to the above address, anytime prior to, but not later than, August 6, 2014, 3:00 pm. Bids received after this time will be returned unopened to the bidder. Timely bids will be opened and read aloud.
- 3) Each proposal must be submitted in a sealed envelope, which shall be endorsed on the outside with the following information:
 - a. PROPOSAL FOR STUDENT TRANSPORTATION SERVICES
 - b. Name and Address of Bidder
 - c. Date and time due
- 4) All bids submitted must be valid for a minimum period of 90 days after the date set for the bid opening.



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5) New Paradigm for Education reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of New Paradigm for Education to do so. The contract will be awarded, if at all, to the lowest responsive bidder meeting RFP specifications as determined by New Paradigm for Education, subject to the approval of all of the Boards of Directors for each of the public school academies managed by New Paradigm for Education. Bids should be submitted on the premise that New Paradigm for Education intends to contract as a single unit for New Paradigm College Prep, and that the proposal must be acceptable to New Paradigm for Education and the Boards of Directors of New Paradigm College Prep. Acceptance of a bid by New Paradigm for Education does not constitute a contract. The final contract document will be subject to negotiation and approval by each academy's Board of Directors. While the financial responsibility of the bidder is a significant concern, New Paradigm for Education is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

5.1) After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this Request For Proposal shall be based on the lowest responsive bid and best proposal received in accordance with the evaluation criteria stated below:

5.1.1 Cost.....45%

Total cost of proposal in addition to other costs, such as bus, van, monitor, hourly costs, etc.

5.1.2 Reliability.....15%

A description of any safety programs implemented by the contractor. Inspection records and model year of the vehicles under the control of the contractor.

5.1.3 Experience15%

The previous experience of the contractor in transporting pupils. The name of each transportation company of which the contractor has been an owner or manager. A record of accidents in motor vehicles under the control of the contractor.

5.1.4 Expertise of Personnel10%

The driving history of employees of the contractor.

5.1.5 Operational Plan5%

Documentation of compliance with motor vehicles insurance requirements.



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5.1.6 Financial Stability of Proposer10%

This is a financial analysis.

6) Any explanation or statement which the bidder wishes to make must be placed in the same envelope with the proposal, but shall be written separately and independently of the proposal and attached hereto. Unless the bidder so indicates, it is understood that the bidder is in strict accordance with the specification requirements. New Paradigm for Education reserves the right to reject any and all explanations or statements, should it be in the best interest of New Paradigm for Education, New Paradigm College Prep to remain in strict accordance with the specification requirements. Responses to questions submitted will be issued by addenda to all bidders. Representations and/or oral discussions not confirmed by addenda shall not be binding upon New Paradigm for Education.

7) A bid bond or certified check made payable to New Paradigm for Education, Inc. in the amount of five percent (5%) of the base bid, must accompany bids as security that the bidder will (1) furnish a performance bond as required herein; (2) obtain and provide proof of the required insurance; (3) enter into a contract to provide the services specified in this RFP.

If the selected Bidder fails to complete the requirements set forth in the previous paragraph, the bid security will be forfeited to New Paradigm for Education.

Certified checks from all bidders except the Contractor awarded the contract will be refunded within ten (10) business days after execution of the contract. The certified check of the contractor awarded the contract will be returned within ten (10) business days after the Contractor awarded this contract has met the above listed conditions.

If no Contractor has been awarded a contract during the previously specified 90-day bid duration period, bidders may terminate their bid bond. In addition, their bid proposal will automatically expire at the end of the 90th day.

8) The Contractor awarded the bid shall be required to furnish New Paradigm for Education with a satisfactory performance bond. The purpose of the performance bond requirement is to secure the faithful performance of the RFP/contract specifications and to financially protect New Paradigm for Education against the cost to hire a different contractor to fulfill the contract requirements unfulfilled by the original Contractor.

The cost for the performance bond shall be included as an “add-on” and noted in the proposal. This bond must be issued by a quality surety licensed to do business in the state of Michigan having a policy holder's rating not lower than "A" and a financial rating not lower than “X” in



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the A.M. Best Company Rating, and the cost shall be included in the required alternate. The cost quoted should be based on the first total Contract cost. If New Paradigm for Education accepts this required alternate, the Contractor may bill New Paradigm for Education a lump sum early in the contract period and with no price mark-up.

The bidder shall deliver the required performance bond to the New Paradigm for Education within 10 days after award of this contract.

The proposed bonding company of the bidder shall be acceptable to New Paradigm for Education. New Paradigm for Education shall be listed as an obligee on the bond.

9) The bid shall be based on the premise that New Paradigm for Education will not be responsible for insuring, maintaining, financing, holding title to, or licensing vehicles. New Paradigm for Education reserves the right to negotiate with the successful proposer, subject to input and approval from the Boards of Directors of New Paradigm College Prep. The bid will be the basis of award.

10) The Contractor shall provide background checks for any employee who works on a school bus and is in any way involved in the supervision of minor children. The Contractor shall also provide New Paradigm for Education, New Paradigm College Prep access to background check reports and results upon request. The Contractor shall notify New Paradigm for Education, in writing, of its intention to hire any applicant with a past felony conviction. The proposer must specify how this requirement would be met. New Paradigm for Education reserves the right and makes the final decision on Contractor's employees who may or do provide any service to the District.

11) All figures given for passengers, routes, or lengths of routes are based on data available for the 2012-2013 (last operating school year of location) school years, though the company reserves the right to change routes based on new data.

12) The minimum charge for regular routes will be for the 175 days of service.

13) Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

14) All bids shall be deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.



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15) Bidders must include with their bid an audited financial report for the three (3) most recent fiscal years. In addition, each bid shall also be accompanied by:

A. A schedule for implementing the Agreement should your firm be selected as the successful Contractor. Your schedule should address:

1. Inspection of vehicles, facility and equipment
2. Year, make and model of all vehicles
3. Occupation of terminal facility
4. Recruitment/relocation, if necessary, of management and supervisory personnel
5. Selection, any necessary training and employment of drivers
6. Employee orientation, especially to District routes and schedules

B. The corporate or individual history of the bidder and a description of its present Michigan operations and a list of outstanding transportation contracts including the number of school buses used and the first year transportation service was furnished.

C. A resume summarizing the experience and qualifications of the contract manager who will be primarily responsible for performance of the contract, or if the contract manager has not been identified or hired, the qualifications necessary to fill the position.

D. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the contract. Include the name(s) and title of management staff responsible for the successful servicing of this contract if awarded.

E. A summary by narrative, brochure, chart or other means showing the bidder's special qualifications and philosophy which may give the bidder the ability to satisfy all bid requirements.

F. A listing of credit references, including at least three (3) trade or industry suppliers with whom you regularly deal.

G. A listing of three State of Michigan public school references you currently provide transportation services for.

H. Balance sheets for the last three consecutive years

I. A statement regarding any bankruptcy petitions filed or any receiver, fiscal agent, or similar officer appointed by a court for the business or property of the Contractor, a subsidiary or intermediary company, parent company, holding company, or any partnership in which the



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Contractor was a general partner at or within five (5) years before the time of such filing or such appointment.

J. A statement regarding any instances in which the Contractor, subsidiary or intermediary company, parent company or holding company has been indicted, accused or convicted of a crime or been the subject of a grand jury or criminal investigation. Statement must also list any order, judgment or decree of any court of competent jurisdiction permanently or temporarily enjoining it from, or otherwise limiting its participation in any type of business, practice or activity.

K. A list of at least five (5) school bus contracts held over the last five years with at least 4 route buses. Examples used by proposers must have been continuous for a period of no less than five (5) years duration.

16) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract, and in particular, such laws pertaining to safety. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

17) No contract shall be assigned or any part of the same subcontracted without written consent of the New Paradigm For Education, New Paradigm College Prep, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

18) It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to New Paradigm for Education and without claims for adjustment per diem, or per trip, compensation.

19) Contractor shall submit a description of the equipment that he proposes to use in carrying out the contract at the time of RFP submittal and, if the contractor is awarded the bid, prior to the beginning of each school year. The description of equipment must include year, model, capacity, fuel type and any special education needs equipment, including but not limited to, air conditioned buses, vans or vehicles, wheel chair buses, vans or vehicles, wheel chair lift buses, vans or vehicles

20) It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the



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Contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the Contractor without expense to New Paradigm for Education, Or New Paradigm College Prep, and without claims for adjustment per diem, or per trip, compensation.

21) If the successful proposer does not have adequate equipment at the time of award of the contract, the proposer shall present New Paradigm for Education, with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied and that all such equipment will be available on-site for use by the Contractor for performance of the contract at least thirty (30) days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within 14 calendar days after New Paradigm for Education's notification to the successful proposer(s) of approval of New Paradigm for Education's award of the contract.

22) Standby buses in a number equal to ten percent (10%) of the regularly assigned route buses, meeting the same specifications of the route buses, shall be available on-site to provide extra-curricular service and to be used in the event any buses regularly transporting students shall be in operable. Included in the 10% requirement for spare buses shall be a spare bus(es) equipped with a wheelchair lift.

23) These bid specifications shall be affixed to the contract entered into with the Contractor, and shall be considered an integral part thereof. Should there be determined that there is contradiction between the bid specifications and Contract, terms and conditions as stated in the Contract shall prevail.

24) The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect same carefully for defects, and remedy any defects before using said vehicles.

25) All vehicles shall be equipped with an operable two-way FM-UHF or VHF radio (not citizen's band) capable of reliably maintaining contact with a base station. Contractor, at contractor's expense, will guarantee that the district, throughout the term of the contract and/or contract renewals or extensions, will be provided with (and contractor will maintain) two radios of the same type, quality, and with the same frequency and necessary specifications to communicate between district and contractor's base station. For routes where two-way radio communications are disabled by way of geographical features, the Contractor will insure that the best effort possible is extended to passing messages from one bus to another.



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GENERAL CONDITIONS TO BIDDERS

1) The Contractor must adhere to all laws and policies of State of Michigan and New Paradigm For Education, and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

2) SUB-CONTRACTS

Contractors shall bid on all routes in connection with these specifications. It is unacceptable to New Paradigm for Education for the company to sub-contract any portion of the routes to other contractors.

3) HOLD HARMLESS CLAUSE

Contractor shall hold harmless and indemnify New Paradigm for Education, Loving Academy, Glazer Academy, and the respective Boards, officers, agents, and employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or default of the Contractor or of any person, firm, or corporation, directly or indirectly employed by or acting on behalf of Contractor, including Contractor's transferees and assignees, upon or in connection with its performance under the Agreement. Contractor at its own expense and risk shall defend any legal proceeding in connection with its performance under the Agreement that may be brought against the New Paradigm for Education, Loving Academy, Glazer Academy, and the respective Boards, officers, agents, and employees on any such claim or demand, and satisfy any judgment that may be rendered therein. In the event that any such proceeding is brought against the New Paradigm for Education, Loving Academy, Glazer Academy, and the respective Boards, officers, agents, and employees on any such claim or demand, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when Contractor, in its sole discretion, deems such a settlement advisable. New Paradigm for Education, Loving Academy, Glazer Academy, and the respective Boards, officers, agents, and employees shall cooperate in all reasonable manners in the defense of such claims.

4) COLLUSIVE BIDDING

The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.



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5) PERSONNEL

Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State of Michigan and holding a school bus driver's license issued to him/her by the State of Michigan, driver shall follow the normal and usual instructions and requirements of New Paradigm for Education, and shall at all-time comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid New Paradigm for Education as New Paradigm for Education may request. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character.

The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. New Paradigm for Education shall request in writing the removal of any driver service who, in New Paradigm for Education's sole opinion (with input from New Paradigm College Prep), is not suitable to operate a bus or provide service acceptable to New Paradigm for Education, or New Paradigm College Prep.

The Contractor shall underwrite all costs incurred to provide qualified drivers, monitors and aids. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

6) SAFETY PROGRAM

The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include, but is not limited to the following:

A. Bus Drivers

- 1) All driver applicants must meet acceptability requirements as indicated the State of Michigan laws.
- 2) All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, rules and regulations, and first aid.
- 3) All drivers must participate in a defensive driving course as certified by the National Safety Council.
- 4) All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.
- 5) The Contractor, at Contractor's expense, shall investigate the driver's criminal record and driving with the State of Michigan prior to hiring. Driving record checks shall be conducted at least every six (6) months thereafter.
- 6) Driver's shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.

B. A safety program for personnel will be conducted each month.

C. Students

- 1) The Contractor must assist and participate with New Paradigm for Education in providing safety programs as needed for their students.



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- 2) All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
- 3) Contractor must provide training to the students of New Paradigm College Prep on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice per year. In addition, Contractor will provide this training prior to students entering Kindergarten each year if New Paradigm for Education requests such training.
- 4) The bus driver must continually monitor the behavior of all students to insure that safe bus riding procedures are being followed. If not, the District must be notified immediately. The Contractor agrees that school administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

7) INSURANCE

Contractor shall maintain insurance with one or more "A" rated insurance companies with minimum coverage as set forth below during the Agreement period and shall furnish a certificate of insurance for General and Motor Vehicle Liability coverage and for Workers' Compensation coverage. Contractor shall furnish new Certificates of Insurance for liability coverage and for Workers' Compensation coverage within thirty (30) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to New Paradigm for Education. Contractor shall also provide New Paradigm for Education with thirty (30) days' notice of any cancellation. General and Motor Vehicle Liability insurance shall be maintained to protect Contractor and New Paradigm for Education from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Contractor under this Agreement. The General Liability and Motor Vehicle Liability insurance shall each have a single limit of Five Million Dollars (\$5,000,000.00). Worker's Compensation Insurance shall be maintained by Contractor as required by law to protect the Contractor and New Paradigm for Education from claims that arise from its operation under this Agreement. An Additional Insured Endorsement naming the New Paradigm for Education, Loving Academy, Glazer Academy, all officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers will be provided and updated as provided in the preceding paragraph.

8) ROUTES AND SCHEDULES

New Paradigm for Education will provide to the successful Contractor a complete listing of eligible passengers along with their home address, grade, and school assignment. In addition, New Paradigm for Education shall make arrangements to update such listings for Contractor over the summer recess with respect to additions and deletions of students requiring transportation



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New Paradigm for Education will make available to the successful contractor a listing of approved guidelines for pupil transportation along with a complete listing of approved walking zones for each academy.

All routing shall become the responsibility of Contractor, subject to New Paradigm for Education approval. Routing software, e.g. Transfinder, is necessary to plan efficiency of service.

Contractor, will have and maintain, at Contractor's cost, routing software to be used for New Paradigm for Education's purposes, and will provide to New Paradigm for Education, at Contractor's cost, a valid license to load and operate same software to communicate and interface between Contractor and New Paradigm for Education.

Routes developed by the contractor are to be completed by August 22 of this school year, and August 1 every year of the Contract thereafter, and submitted in hard copy and disk using software compatible with New Paradigm for Education software, and forwarded to New Paradigm for Education for approval. Routes will indicate a route number, bus number, all stop locations, estimated number of passengers and start and end time for the route. New Paradigm for Education will cooperate with Contractor by approving the routes or suggesting needed changes in a reasonable and timely manner.

Conflicts regarding eligibility of riders and stop locations will be decided by New Paradigm for Education or its designee. Contractor agrees to abide by all decisions of New Paradigm for Education in this area. All schedules shall be in keeping with safety to school children so as to deliver students within a reasonable time, as determined by New Paradigm for Education, prior to the start of school and so as to deliver them to their respective stops within a reasonable time, as determined by New Paradigm for Education, after the final loading of the bus. Contractor and Contractor's staff will provide and maintain, for all drivers, up to date student names and if available addresses, of all students assigned to their routes. Drivers will keep such student logs with them when driving and will maintain student confidentiality at all times. Contractor will immediately provide New Paradigm for Education with such student logs when requested by New Paradigm for Education. New Paradigm for Education will formulate a plan to publish Contractor's approved routes on a yearly basis. Any cost associated with this publication will be paid for by New Paradigm for Education.

9) REQUIRED RECORDS

The Contractor shall maintain complete and accurate records of all trips provided and all miles traveled under this contract, all disciplinary actions, and such other reports New Paradigm for Education may request and/or such other reports which may be required under all applicable laws.

10) EMERGENCY CANCELLATION OF TRANSPORTATION

The Contractor will follow New Paradigm for Education's procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses or be a safety concern. Contractor, at New Paradigm for Education's request,



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will provide professional advice prior to New Paradigm for Education cancellations due to weather conditions, or emergency closings.

11) 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 RFP or the Contract Documents, whether it be performed by the Contractor, its agents or employees, New Paradigm for Education shall have the right to provide written notice to the Contractor of such breach. If such breach, in New Paradigm for Education's reasonable discretion, causes the Contractor to provide the Transportation Services or Maintenance Services 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, facility management and environmental compliance, unsafe routing, or unsafe student passenger pick-up/drop-up points, the Contractor shall be afforded seventy-two (72) hours to remedy any such breach from the time of receipt of such written notice. For any other such breach by Contractor, Contractor shall have twenty (20) business days to remedy such breach from the time of receipt of such written notice. Notwithstanding the foregoing, if such safety breach is impossible to remedy within seventy-two (72) hours, only because of weather conditions making roads impassable or other acts of God, force majeure, or strikes, New Paradigm for Education, at its option, may extend said remedy period in its sole discretion, in writing. If Contractor fails to cure any breach with the seventy-two (72) hour or twenty (20) day periods, or as those periods may be extended by the Parties, this Contract shall immediately terminate without the requirement of further notice to the Contractor. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract shall cease.

12) CONTRACTOR NOT AN AGENT

The Contractor shall not be held or deemed in any way to be an agent, employee, or official of New Paradigm for Education, Or New Paradigm College Prep, but rather an independent contractor furnishing transportation services to New Paradigm for Education.

13) SUPERVISION OF LOADING AND UNLOADING

The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and the Contractor will provide office operation for reporting transportation problems.

14) STUDENT MANAGEMENT

Rules and regulations regarding bus passenger discipline shall be given to each student and to the Contractor by New Paradigm for Education, in connection with the Boards of Directors for New Paradigm College Prep. When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his supervisor, who shall, no



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later than the following day, turn in a report New Paradigm for Education. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the New Paradigm for Education will assist the Contractor in receiving restitution for damaged equipment.

15) OPERATING EXPENSE

The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, washing, and fuel.

16) FUEL & FUEL STORAGE

The Contractor shall provide fuel for the operation of the buses under this contract. In order to provide the lowest fuel expense and greatest fuel economy, all buses provided by the Contractor for service under this contract must be powered by diesel engines. The Contractor will be responsible for compliance with all State and Federal Environmental Protection Agency (EPA) guidelines, rules and regulations concerning bulk fuel storage.

17) EQUIPMENT

At any and all times during the life of this contract, the average age of the bus fleet will not exceed ten (10) years, and the maximum allowable age for any single vehicle is fifteen (15) years old. All buses, including spares, will be diesel powered.

An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place in order to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining these records.

18) CONTRACT CONDITIONS

Compensation: Transportation of students to and from school is required for a minimum of 174 days during the regular school term.

Special Trips: New Paradigm for Education reserves the right to cooperatively or individually bid private school transportation, special needs student's transportation, special trips, athletic trips separately, while this contract is in force, when New Paradigm for Education feels it is in the best interest of New Paradigm for Education, or New Paradigm College Prep to do so.

PROJECT DESCRIPTION

New Paradigm For Education is a Charter Management Company that manages several schools, including New Paradigm College Prep.



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New Paradigm College Prep is located in Detroit, Michigan. Pupils are residents of the cities of Detroit, Ecorse, and River Rouge, over approximately 10 square miles. It is estimated that the transportation program will be used by 50 students.

Transportation program beginning September 2, 2014:

The intent of the district is to have a student pick up and drop off at two locations per, adhering to the school hours as follows:

Monday-Friday 7:50 am start and 3:30 pm finish.

Given the above school hours schedules, potential bidders must base their bids on the following:

- 1) The first student pickup will be no sooner than 7:00 a.m. and the last student drop off time is at 4:30 p.m. Contractor should use as few buses as necessary.
- 2) You decide first student pickup and last student drop off time. Schedule your times around our school day listed above using the minimum number of buses possible for cost efficiency, while maintaining all student safety requirements. Your proposal must include the number of buses, vans or vehicles; daily and annual cost per bus, van or vehicle; size of bus, van or vehicle; number of wheel chair buses and vans, and passenger vehicles, meeting all MDOT and New Paradigm for Education specifications. In addition, your written plan must include hours of student pickup, arrival at school, departure from school, and last student drop off time. In addition, you must include an hourly rate for late buses, athletic events, field trips, and other school transportation needs, as well as hourly or trip cost for monitors or aids. Contractor will be responsible for hiring monitors or aids when requested by New Paradigm for Education for any transportation need. Monitors or aids are sometimes needed immediately; therefore, Contractor must maintain a current personnel list of employees to meet New Paradigm for Education needs. New Paradigm for Education shall request in writing the removal of any monitor or aid who, in New Paradigm for Education's sole opinion (with input from New Paradigm College Prep), is not suitable or does not provide service acceptable to New Paradigm for Education, or New Paradigm College Prep.

Appendix A denotes the expected frequency of work, based on the academies' annual school calendar and expected extracurricular transportation needs.

Submitted By:

DATE: _____



**NEW PARADIGM
FOR EDUCATION**

FIRM NAME: _____

ADDRESS: _____

LEGAL STATUS OF ENTITY (i.e. type of entity and where formed):

Signature: _____

NAME: _____

TITLE: _____

TELEPHONE: _____

EMAIL: _____



NEW PARADIGM FOR EDUCATION

CERTIFICATION AND AGREEMENTS

The undersigned understands that the New Paradigm for Education reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informality therein. If in New Paradigm for Education's opinion it is in its best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with New Paradigm for Education to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of specifications.

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

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

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to New Paradigm for Education, Or New Paradigm College Prep, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to New Paradigm for Education, Or New Paradigm College Prep pertaining to any and all work or services to be performed as a result of this request and any resulting contract with New Paradigm for Education.

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

Name, title, and signature of individual duly authorized to execute contracts:

Name:

Title:



**NEW PARADIGM
FOR EDUCATION**

Signature:

Date:



**NEW PARADIGM
FOR EDUCATION**

ADDENDA

The bidder acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____



NEW PARADIGM FOR EDUCATION

PRICING BID FORM: Based on a minimum of 175 Student Days/School Year

<u>Cost per Route per Day</u>	<u>Year 1</u> <u>2014-2015</u>
Regular Transportation	# of Daily Routes
Regular Transportation, AM/PM	\$
Total # Mid-day Runs:	\$
Total # Vocational Runs:	
School Year Total:	\$
<u>Special Education Transportation</u>	
Special Education, AM/PM	\$
Total # Mid-day Runs:	\$
School Year Total:	\$
<u>Summer Program – 20 Days</u>	
Regular Transportation, AM/PM	\$
Special Education, AM/PM	\$
Summer School Total:	\$
Grand Total:	\$

<u>Additional Services</u>		<u>2013-2014</u>
Field Trips/Athletic Trips	Per Hour	\$
Field Trips/Athletic Trips	Min Per Trip	\$
Bus Aide	Per Hour	\$
Bus Aide	Min Per Aide	\$
White Fleet Labor	Per Hour	\$
# of Replacement Buses	Per Year	



**NEW PARADIGM
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Contractor Bus Use Fee	Per Bus	\$
Annual Performance Bond	Per Year	\$



NEW PARADIGM FOR EDUCATION

EMPLOYEE PAY RATES AND BENEFITS

New Paradigm for Education requires Contractors to pay its employees a competitive and living wage. All Bidders are required to submit the following information for consideration by the New Paradigm for Education in making its award decision. Bidders are advised that any information submitted herein may be subject to public disclosures laws.

POSITION	HOURLY PAY RATE \$	EMPLOYER PAID BENEFITS	OTHER BENEFITS
Bus Driver			
Bus Aide			
Mechanic			
Dispatcher			
Contract Manager			



NEW PARADIGM FOR EDUCATION

AFFIDAVIT OF BIDDER-Compliance with School Safety Initiative Legislation

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

BIDDER:

By: _____

Its: _____

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

²MCL.380.1535a(1).



NEW PARADIGM FOR EDUCATION

BUSINESS REFERENCE FORM

Bidder: _____

The bidder must provide at least 5 business references.

1. Reference name: _____

Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

2. Reference name: _____

Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

3. Reference name: _____

Contact: _____

Address: _____



NEW PARADIGM FOR EDUCATION

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

4. Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

5. Reference name: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____

Email address: _____

Description and date(s) of services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the Bidder's response. The District may deem the Bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.



NEW PARADIGM FOR EDUCATION

LEGAL ACTION DISCLOSURE FORM

CIVIL PROCEEDINGS

a. Has the applicant company, its parent, a subsidiary, associate or holding company, or related corporation or business entity had a claim successfully made against it in the last three (3) years in any jurisdiction? Include orders, judgments, administrative sanctions taken, disciplinary hearings, fines and penalties imposed, if any.

No

Yes - Provide the following details for each proceeding

- i. Description of claim
- ii. Name of other parties to the proceeding
- iii. Outcome of the proceeding
- iv. Date of proceeding
- v. Name of court
- vi. Court file number (if known)
- vii. Judgment order

b. Does the applicant company, its parent, subsidiary, associate or holding company, related corporation or business entity have any outstanding claims filed against it and pending dispositions or in the process of being filed in any jurisdiction?

No

Yes - Provide the following details for each proceeding

- i. Description of claim
- ii. Name of other parties to the proceeding
- iii. Date of proceeding
- iv. Name of court
- v. Court file number (if known)



NEW PARADIGM FOR EDUCATION

BID CHECKLIST

Bidders must ensure that all required information is submitted with the proposal. All information provided should be verifiable by documentation requested by the District. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

_____ *Description of Present Operations* enclosed

_____ *Résumé or qualifications of Contract Manager* enclosed

_____ *Organizational Chart* enclosed

_____ *Summary of bidder's special qualifications and philosophy* enclosed

_____ *Bid Proposal Form* enclosed

_____ *Pricing Bid Form* enclosed

_____ *Employee Compensation Pay Rate and Benefits* for Bidder's employees placed in the District (*Employee Pay Rates and Benefits*)

_____ *Bid Security* enclosed

_____ *Legal Action Disclosure Form* of all legal action taken against Contractor within the past three years, at the present, and all pending litigation with an owner.

_____ Financial information as shown below -- bidders need only supply one copy of the following with their proposals in "original".

Public Companies

- history and description of the company
- annual reports for the last year
- recent reports from securities analysts
- published reports about the company

Private Companies

- history and description of the company
- financial statements or tax forms from the last year
- published reports about the company, if any

_____ *Business Reference Form* listing of a minimum of five business references attached (including name of business, contact name, telephone number, e-mail address, and years of service to that customer)



NEW PARADIGM FOR EDUCATION

_____ Transition plan of actions for Redford Union Schools (Outline form acceptable)

_____ Worker's compensation experience modification factor on a document from bidder's worker's compensation insurance company

_____ *Addenda Receipt Acknowledgement Form*

_____ *Affidavit of Bidder -Familial Relationships Form*

_____ *Affidavit of Bidder - Compliance with School Safety Initiative Legislation*

_____ *Bid Checklist*

_____ **Optional:** Bidders are encouraged to provide any additional information on any of the bid specifications requirements or on any other topic related to student transportation services. Some possible supplementary information may include the following:

- A copy of your firm's employee recruitment and/or retention plan/procedures
- A copy of your firm's substance abuse prevention plan/procedures
- Your firm's approach to maximizing employee attendance
- A copy of your firm's employee handbook.
- A copy of your firm's policies and procedures.
- Any other information relevant to this RFP

Inclusion of any or all of the bulleted information above may increase your firm's bid rating.