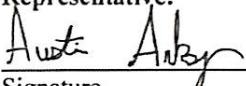
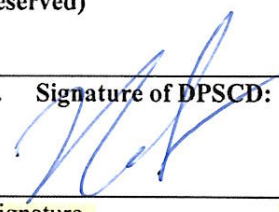


<p align="center">DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT</p> <p>Procurement Department Fisher Building 11th Floor 3011 West Grand Blvd. Detroit, MI 48202</p>	<p align="center">SECTION A</p> <p align="center">Contract Cover Page & Signatures</p>	1. Contract No.: 24-0131
		2. ITB/RFP No.: 24-0085
		3. Contract Title: Bus Transportation Provider
		4. Contract Amount Not to Exceed: \$37,708,893
		5. Contract Term: July 1, 2024 – June 30, 2029
<p>6. Supplier Name: National Trails School Bus LLC Address: 11940 Merriman Rd City/State/Zip: Livonia, MI 48150 Contact: Austin Arksey Telephone: (313) 618-4709 e-mail: austina@nationaltrailsbus.com</p>		
<p>7. Contract Table of Contents: Section A: Contract Cover Page & Signatures Section B: Schedule Section C: Scope of Work/Service Section D: Packaging and Marking (Reserved) Section E: Inspection and Acceptance Section F: Deliveries or Performance Section G: Contract Administrative Data Section H: Special Contract Requirements (Reserved) Section I: General Contract Clauses Section J: List of Attachments</p>		
<p>8. Signature of Authorized Supplier Representative:  Signature _____ Print Name: Austin Arksey Title: Manager</p>	<p>9. Signature of DPSCD:  Signature _____ Print Name: Nikolai P. Vitti, Ed.D. Title: Superintendent</p>	<p>01/18/2024 Date Signed</p> <p>2/1/2024 Date Signed</p>

SECTION B SCHEDULE

Supplier (also referenced herein as “Service Provider” and “Vendor”) will provide necessary labor, material, equipment, transportation, and supervision to provide student bus transportation services.

PRICING

Pricing is all-inclusive of labor, fuel, materials, supplies and Zonar GPS in each bus.

See Attachment A: Pricing for pricing details.

End of Section B

SECTION C SCOPE OF SERVICE

Performance Requirements

The Executive Director of the Office of Student Transportation will be responsible for the day-to-day operation of this agreement, and for supervising the performance of the Service Providers.

1. Supplier must submit the following items and/or information to the Office of Transportation:
 - a. A listing of all vehicles (including spare vehicles), indicating make and model, mileage, model year, age, and State of Michigan inspection dates. This listing must include all vehicles the Supplier will use in providing service to the District. This list is to be provided at least two (2) weeks prior to the beginning of each school year. In addition, the Supplier must notify DPSCD of any changes to the vehicles used in performing this contract on a monthly basis.
 - b. Current certificates of insurance to the Office of Procurement and Logistics. Failure to do so shall in no way relieve the Supplier of its insurance responsibilities and liabilities. DPSCD shall bear no responsibility for reminding the supplier to renew certificates. In the event a Supplier allows insurance coverage to lapse, the Supplier shall be totally responsible for payment of all costs associated with any or all claims that may arise as a result of any or all accident(s) occurring during the period coverage was not in place, DPSCD shall have the sole right to terminate a Service Provider’s contract if coverage is permitted to lapse at any time.
 - c. Copies of the State of Michigan certificate(s) showing vehicle ownership.
 - d. All Michigan State Police vehicle inspections must be complete, and a current sticker affixed to the vehicle prior to transporting students with that vehicle. (Inspection records must be maintained by the supplier and are subject to DPSCD inspection)

2. The Supplier(s) shall secure and maintain licenses and permits as are required by law for furnishing the service specified and shall comply with and observe all provisions of federal and state law as well as DPSCD policies and procedures. This includes, but is not limited to, provisions of the Michigan Revised School Code, Michigan Vehicle Code, U.S. Department of Transportation, Michigan Department of Transportation, DOT Federal Drug and Alcohol Testing, MI Revised PA 187 of 1990, school bus driver certification requirements, and Michigan State Police annual school bus inspection requirements.
3. The Supplier shall provide any and all labor, equipment, material, and supplies necessary to fulfill the requirements of the agreement (unless specifically noted otherwise in the RFP).
4. The Supplier shall, at their own expense, pay all required taxes and obtain, pay for, and keep current business licenses and permits required for the lawful performance of the student transportation service Contract. This does not include licenses, permits, and taxes for items that are the responsibility of DPSCD (such as any property taxes, permits or licenses for the bus facilities).
 - a. The Supplier is an independent contractor and is not considered to be an agent of DPSCD.
 - b. The Supplier shall be fully responsible for ensuring compliance with all applicable federal, state, and city laws, rules, regulations, ordinances, statutes, etc., which impact this Agreement.
5. DPSCD shall have the right, at its discretion, to immediately take away any and all routes if the Supplier permits any of the following sample situations or conditions to occur:
 - a. Any required insurance lapses.
 - b. A child is forgotten and left on a bus.
 - c. A bus is late or misses any runs/routes.
 - d. The driver has not been notified of his/her scheduled drug/alcohol test within the prescribed period of time.
 - e. The driver is permitted to continue to drive a school bus following the confirmation of a positive drug/alcohol test.
 - f. The driver refuses to take a scheduled drug/alcohol test.
 - g. The Office of Student Transportation is not notified of all driver roster changes.
 - h. A driver has an avoidable accident and the accident(s) is not reported.
 - i. The driver has not passed all driver requirements and is servicing DPSCD routes or trips.
 - j. The bus has not met all basic vehicle equipment and maintenance requirements.
 - k. The vehicle maintenance records are falsified or not current.
 - l. Invoices are falsified, or excessive charges submitted.
 - m. Any agreement requirements are not properly performed.
 - n. Non-compliance with laws and regulations, which causes the supplier to be unable to legally perform the service.
 - o. Non-compliance with the policies and procedures established by DPSCD.

The above list is not to be considered all-inclusive, but rather, a partial sample listing of issues that are considered grounds for termination of the contract in whole or in part.

6. At least two (2) weeks prior to the first day of each school year and as otherwise requested from time to time by the Executive Director of Office of Student Transportation or his/her designee, Vendor must submit to the Office of Student Transportation:
 - a. Outline of the driver training program
 - b. Outline of the maintenance program which should follow specifications indicating the type and model of vehicles in service. The Supplier must submit the following information regarding the vehicles which are used for this service: 1) the make of the vehicle, 2) the year and model, 3) the serial number of the vehicle, 4) whether the vehicle is lift-equipped and 5) the capacity of the vehicle.
 - c. The Supplier must submit a listing of all drivers.
 - d. The Supplier must submit an organizational chart and all supervisory personnel.
 - e. The Supplier must have all required equipment available in each vehicle to meet state and federal standards for school buses at the time of inspection and throughout the length of the agreement.
 - f. The Supplier must submit evidence which certifies that drivers and vehicles meet all the state requirements with respect to transporting students.
 - g. The Supplier must submit evidence that all new and presently employed drivers have a drug/alcohol screening. The Supplier must also submit evidence that drivers who are suspected of drug abuse are screened for illegal and intoxicating substances. Records must be made available to the DPSCD drug testing administration or be included in the DOT drug testing program.
 - h. The Supplier must maintain a controlled substances and alcohol testing policy and procedure. The Supplier shall test all Commercial Driver's licensed employees, as mandated by the Federal Motor Carrier Safety Administration, who work in safety sensitive job function on a random basis, and for cause. Safety sensitive job functions shall include driver's license as a condition of employment. This section shall also apply to dispatchers, mechanics, and any other position or job function as determined by DPSCD as it relates to transporting passengers, supervising, or overseeing passengers.

Fleet Maintenance

It will be the Supplier's responsibility to create, and place into regular operation, a complete preventive maintenance program based on a specific mileage and interval for each vehicle, (to be approved by DPSCD) including spare vehicles. Each vehicle is to be brought into the garage on schedule so that the Supplier performs inspections and related services at a time that will not conflict with the DPSCD daily transportation services. The Supplier(s) are encouraged to use Fleet Management Software programs for maintaining accurate records. These records are subject to DPSCD inspection at any time for any reason.

Bus Inspections

Suppliers are to establish a system whereby all of their assigned buses to Detroit Public Schools Community District are clean and in the best mechanical condition possible (approved by DPSCD). This system must include, but is not limited to, establishing written procedures and directions for all employees involved, daily reporting, and monitoring the system on a periodic basis.

- a. Establish a process whereby every bus assigned to a route is thoroughly pre-tripped.
- b. Establish a process whereby every bus assigned a route, upon route completion, has the "empty sign" placed in the rear of the bus and all windows closed. (Student Safety Requirement)
- c. Establish a process whereby every bus is cleaned on a regular basis. This process should include but is not limited to the following tasks:
 - Sweep the bus each day or as needed.
 - Clean windows as needed.
 - Clean the driver compartment.
 - Wipe down bus interior as needed.
 - Empty trash in approved location - should be daily.
 - Clean lift and wheelchair securing devices (if applicable as needed)
 - Establish a process whereby the vehicle exterior is washed on a regular basis – weekly.

Driver Information

The supplier(s) shall provide each bus driver with a current roster of students and a sequence of each stop on the route. Additionally, the following information will be provided as indicated.

- a. The Service Provider shall provide a "Driver Roster List" to the Office of Transportation no later than two weeks prior to the start of each school year and as requested by the Executive Director of Office of Student Transportation or his/her designee.
- b. The Driver Roster List must include the school route number serviced by each bus driver.
- c. An updated Driver Roster List of new drivers highlighting the changes, as applicable, must be submitted within three (3) business days of a modification to the data Driver Roster List.
- d. The Supplier shall submit to the Office of Transportation the required Michigan Department of Education forms (as required by state regulations).

The following procedures will be followed throughout the length of the Contract:

Accident Involvement

- a. For each incident or serious accident which includes, but is not limited to, an injury to a passenger, pedestrian or occupant of another vehicle, or the suspected injury of such

persons, an immediate (within 15 minutes) report must be made to the Office of Transportation by the supplier, by telephone, including a statement of corrective action taken, where required. In addition, all incidents or accidents reported by telephone must also be followed-up by a detailed written report, within one (1) business day of the incident or accident on the designated form.

- b. Chronic or willful failure to report any accident involving the above conditions shall entitle the Executive Director of the Office of Transportation to penalize the Supplier with financial penalties or the by removal of routes.

Student Behavior Management

- a. For any disruptive incident and misconduct involving students, an "Undesirable Incident Report" form must be completed by a bus driver and emailed to the Office of Transportation and the school principal within one (1) business day of such incidents.
- b. Bus drivers are not allowed to physically discipline students or evict them from the vehicle. For avoidance of doubt, an emergency evacuation is not considered to be a prohibited eviction.

Assignment of Routes

- a. Routes are designated, written, and assigned with approval from DPSCD.
- b. DPSCD and the Supplier will work to reduce the number of needed buses.

Operating Specifications/Emergency Operations Telephone Service

The dispatching center shall be staffed to receive telephone calls daily between 6:00 a.m. and 6:00 p.m. and have on duty, at all times within those hours, personnel authorized to discuss and correct problems, which may arise.

Days of Service

- a. Payment: Except as otherwise provided herein, DPSCD will remit payment to Supplier, at the applicable rate specified hereinafter, in an amount equivalent to the number of scheduled school days reflected on the DPSCD school calendar (which may vary) during each fiscal year of this Contract (individually "Scheduled School Day" and collectively "Scheduled School Days"). Supplier may utilize an **estimate** of 175 Scheduled School Days each fiscal year as a **planning guide** for servicing DPSCD, provided however, Supplier acknowledges DPSCD will not guarantee a minimum number of Scheduled School Days during any fiscal year.
- b. The number of Scheduled School Days which, includes but is not limited to, instructional time and hours are prescribed, in part, by the Michigan Department of Education and may vary from year to year. Supplier acknowledges that a change in the number of Scheduled School Days, equates to a risk of doing business and does not result in a material change in the scope of services under this Contract.
- c. Reduction of Payment: For clarity purposes, DPSCD will not reduce payment to Supplier (i) when Supplier is requested to refrain from transporting students, on a Scheduled School Day due to a District declared emergency closure or (ii) during a

Force Majeure Event (defined in this Section below), which occurs on a Scheduled School Day.

Notwithstanding anything to the contrary, payment to Supplier will be reduced as provided in Section (C)(5) herein and as otherwise provided in this Contract resulting in Supplier not being paid for all Scheduled School Days. During a District declared emergency closure or a Force Majeure Event, DPSCD may request Supplier to transport food, products, supplies and in certain cases students, at no additional cost to DPSCD, provided the same relates to DPSCD operations. During a District declared emergency closure on a Scheduled School Day and a Force Majeure Event on a Scheduled School Day, Supplier shall compensate all employees and independent contractors who service DPSCD at the same rate of pay as if those individuals had performed a full day of work.

- d. Professional Development Days: Supplier shall host, for its school bus drivers servicing DPSCD, Professional Development Days on the same day as the Professional Development Days of DPSCD. All DPSCD Professional Development Days are reflected on the DPSCD school calendar, which is subject to change from time to time. DPSCD will remit payment to Supplier only for the DPSCD Professional Development Days scheduled on the DPSCD school calendar at the applicable route rate. Normally scheduled mid-day routes shall not be billed for Professional Development Days. DPSCD will not remit payment to Supplier for any other Professional Development Day of Supplier.

Supplier shall obtain, a minimum of two (2) weeks prior to the Professional Development Day, the Executive Director of the Office of Student Transportation consent of the training and professional development agenda. The Executive Director may require Supplier to modify the agenda if deemed necessary. The Executive Director must approve the final agenda and training session prior to the Professional Development Day hosted by Supplier.

Supplier shall pay school bus drivers for their normally scheduled hours for attending the Professional Development Day. Within five (5) business days of the Professional Development Day, Supplier shall provide DPSCD with a list of the school bus drivers who attended the Professional Development Day. Supplier shall not bill the District for routes in which drivers did not attend the Professional Development Day.

- e. School Calendar: Supplier(s) shall conform its operations in a manner that is consistent with the school calendar and transportation time schedules of all the different DPSCD schools, including daily time schedules. Transportation time schedules are established by and the sole responsibility of the DPSCD Office of Student Transportation.

DPSCD shall furnish the school calendar to Supplier during the summer prior to commencement of each school year. It is the responsibility of the Supplier to adhere to each school calendar at all times unless notified otherwise by the Executive Director of the DPSCD Office of Transportation. This shall include, but not be limited to, Supplier adhering to special schedules, shortened schedules, half days, and other modifications related to school operations.

- f. Force Majeure Event: The performance of this Contract may be suspended by either party in the event the performance of any obligation reflected herein is prevented by a cause or causes beyond the reasonable control, fault or negligence of such party. Such causes shall be limited to a District declared emergency closure, acts of God, acts of war, governmental acts, governmental orders or restrictions, national defense requirements, epidemics or pandemics, and injunctions or governmentally-issued restraining orders (individually or collectively a “Force Majeure Event”). For example, a Supplier labor shortage, Supplier strike or Supplier lockout is not a Force Majeure Event. Supplier further acknowledges that an increase in costs to service DPSCD at anytime (i) is not a Force Majeure Event, and (ii) does not excuse performance of the Contract, as such is a risk of doing business.

The non-performing party must (i) assert in writing a right to suspend performance, within a reasonable time (before the Force Majeure Event occurs provided it is reasonably foreseen and after it has knowledge of the effective cause) and notify the other party of the cause of the suspension, the performance suspended and the anticipated duration of suspension. The non-performing party shall continuously take reasonable action to mitigate damages sustained by the other party, document such efforts in writing and periodically update the other party regarding the same. The party asserting a right to suspend performance hereunder shall advise the other party when the Force Majeure Event has ended and when performance will resume.

DPSCD may, upon suspension of the performance, terminate this Contract or any service scheduled to be performed but not yet completed by providing written notice of termination to Supplier. Upon termination of the Contract by DPSCD, Supplier will be paid for rendered services through the effective termination date.

Expected Hours of Service

- a. Vehicles must arrive at schools prior to the school start time as scheduled by the Office of Transportation Routing Department. Students must not be discharged from the bus before their designated time unless authorized by the principal of the school or the Executive Director of the Office of Transportation. Hours of service may have to be adjusted due to special programmatic considerations.
- b. If determined necessary by DPSCD, Supplier shall have the route number, as assigned by the Office of Transportation clearly displayed at all times during service. The Supplier will supply signage for assigned routes to be placed in the passenger side second window. Listed on the sign shall be the route number served and any other information deemed necessary by the Executive Director of the Office of Transportation.
- c. Summer Service - there will be no guarantee of summer school service. Summer school service is solely at the discretion of DPSCD.

Emergency Provisions

Each supplier must have a plan in place for the following emergencies:

- a. Bomb Threats
b. Suicide Attempts
c. Robbery Attempts

- d. Fire
- e. Chemical Spills
- f. Other emergencies as deemed appropriate

Spare Vehicles

The Supplier shall have available approved vehicles and qualified personnel to dispatch and place spare vehicles into operation promptly. Supplier shall provide a 10% minimum ratio of spare vehicles to the number of routes projected. Any exceptions to the 10% minimum must be approved by the Executive Director of the Office of Transportation.

Student Pickup and Drop-off Points: Special Education

Special Education students who will require transportation under the Contract shall be provided with curb-to-curb service as determined by DPSCD. In the unusual case where the student lives on a dead-end street or because of traffic regulations it is impossible for the vehicle to pick up at the curb in front of the pupil's home, the pick-up and drop-off point will be at the nearest and safest location as determined by the Office of Transportation Routing Department. On the homeward trip, the student will be discharged from the vehicle at the same point from which the student was picked up unless instructed otherwise by the Executive Director of the Office of Transportation.

Student Pickup and Drop-off Points: Regular Education

Regular education students will be picked up at a street corner stop, street address stop, or school location. In all cases, the supplier(s) shall adhere to State of Michigan and DPSCD requirements governing bus stops.

Transfer of Students is Prohibited

Except in an emergency, or where specified by the Executive Director of the Office of Transportation, no student will be required to transfer from one vehicle to another vehicle either on the trip to school or home. Only students listed on the route sheets will be allowed to ride school buses unless instructed otherwise by the Executive Director of the Office of Transportation. Only authorized school personnel are permitted to ride on buses. The Executive Director of the Office of Transportation must approve any exceptions.

Driver Requirements

Each driver must possess a valid commercial driver's license (CDL) issued by the State of Michigan, all necessary endorsements and meet the statutory qualifications for transporting students. The driver must meet all physical requirements, be competent and reliable and be qualified by experience and training to operate buses. Drivers must also meet all existing and/or new requirements for substance abuse testing and criminal background investigations.

Each driver shall give written consent for DPSCD to request the criminal records division of the department of state police to conduct the criminal history check and criminal records check required under MCL Section 380.1230g and shall submit his or her fingerprints to the department of state police for the purposes of the criminal records check. If a driver does not comply or otherwise fails to cooperate, then the Supplier shall not employ the individual under this Contract. The cost of the criminal history check is the responsibility of the Supplier.

Other Equipment

All vehicles furnished under the Agreement will be required to be equipped with a GPS tracking system. The Executive Director of the Office of Transportation and designee(s) shall be provided

access to the GPS tracking system. Buses must also have operable video recording devices with a minimum of two (2) cameras. The camera system requirement may, in the future, be met through the Stop Arm Camera Safety Enforcement program the District is actively negotiating. All video requests by DPSCD should be provided by the supplier(s) to DPSCD within 24 hours of the request.

Radio Communication System

All vehicles furnished under the Agreement must be equipped with 2-way radio communication equipment. The equipment shall be used to maintain communications between the Supplier management team and the drivers.

Field Trips

The Supplier shall also include their plan to properly assign buses and drivers who do not have other obligations during the field trip's times. Drivers are expected to stay with the bus at all times when on Field Trips unless otherwise approved by the Executive Director of the Office of Transportation. The supplier(s) shall describe how Field Trips will be managed.

- a. Trip time standard is 9:00am - 2:00pm. School location is the starting point
- b. Trips less than 4 hrs. should be billed by an hourly rate
- c. Trips beyond 30 miles are considered long distance.

Athletic Trips

The Supplier shall also include their plan to properly assign buses and drivers who do not have other obligations during the Athletic Trip's times. Drivers are expected to stay with the bus at all times when on Athletic Trip unless otherwise approved by the Executive Director of the Office of Transportation. The bills for Athletic Trips are to be consolidated by school by month. The supplier(s) shall describe how Athletic Trips will be managed.

- a. The standard athletic trip time includes pick-up between 2:30pm – 4:30pm depending on season. The school location is the starting point.
- b. Trips less than 4 hrs. should be billed by an hourly rate

Fleet

The Supplier shall maintain all equipment solely at its cost used in the transportation of students in accordance with laws and regulations of the State of Michigan regarding school buses, and such equipment shall be maintained in good mechanical order at all times to pass school bus inspection. Buses shall be kept in clean and sanitary condition, and open to examination by the District at all times.

The Supplier(s) shall submit a description of the equipment proposed for use in carrying out the contract at the time of RFP submittal and, if the Supplier 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, wheelchair buses or wheelchair lift buses.

If the Supplier does not have adequate equipment at the time of award of the Contract, the Supplier shall present the District 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 Supplier for performance of the Contract at least sixty (60) days prior to the first date that pupil transportation services are to be provided.

Equipment must be ordered within fourteen (14) calendar days after the District's notification to the Supplier of approval of the School Board's award of the Contract.

End of Section C

**SECTION D
PACKAGING AND MARKING**

(Reserved)

End of Section D

**SECTION E
INSPECTION AND ACCEPTANCE**

Machion Jackson/Assistant Superintendent is the Executive Director of Procurement's Technical Representative and shall perform or designate other persons or entities to perform inspection, acceptance, and quality assurance. Reports and other submissions shall be submitted to:

Aaron Walter
Executive Director, Office of Student Transportation
8145 Greenfield Rd.
Detroit, MI 48228

End of Section E

SECTION F DELIVERIES OR PERFORMANCE

The primary place of performance and/or delivery for the program in Section B shall mostly be at the Detroit Public Schools Community District, Monday through Friday except holidays.

Performance Metrics

	Metrics	Goal
Quality		
	Miles Between Preventable Accidents	100K miles
	Avg. Age of Fleet	8 years, no vehicles older than 12 years
	State Vehicle Inspection First Time Passing Rate	98%
100% buses must be equipped	Buses with GPS Operational	98%
100% buses must be equipped	Buses with Video Operational	98%
<i>Monthly Report Required</i>	Mechanics/Bus	Reporting Only
<i>Monthly Report Required</i>	Incidents per Month	Reporting Only, Due to Risk Management within 24 hours of incident
<i>Monthly Report Required</i>	Accidents per Month	Reporting Only, Due to Risk Management within 24 hours of accident
Service		
<i>Daily Reports Required</i>	On Time Arrival- AM	95%
<i>Daily Reports Required</i>	On Time Arrival- PM	92%
<i>Daily Reports Required</i>	% Of Routes Reported	98%
<i>Daily Reports Required</i>	% Of Fleet In-Service	90%

A. On Time Arrival-AM

Goal- 95%

Corrective Action- 90%-94%

89% or below results in loss of routes and financial penalty.

B. On Time Arrival-PM

Goal- 92%

Corrective Action- 87%-91%

87% or below results in loss of routes and financial penalty.

C. Incidents/Accidents: In the event of legal actions, keep DPSCD informed.

FINANCIAL PENALTIES

A. Missed Entire Bus Route

If Supplier fails or refuses to perform services for an entire Bus Route, the Supplier shall pay to the District, for each day that such services are required, an amount equivalent to the greater of the Daily Bus Route Rate applicable to the Bus Route or the actual costs incurred by the District to provide alternative transportation services for the Missed Bus Route (“Missed Bus Route Charge”) plus 20% of the Missed Bus Route Charge.

B. Missed Portion of Bus Route

If a Supplier fails, refuses, and/or delays to perform services for only a portion of a Bus Route due to the Supplier’s fault, the Supplier shall pay the District an amount equivalent to the greater of the Daily Bus Route Rate prorated based on the Daily Bus Route Time that the Supplier has not performed in comparison to the Daily Bus Route Time that Supplier performed (“Missed Portion Bus Route Charge”) plus 10% of the Missed Bus Route Charge.

C. Students Left on the Bus

If a Supplier fails to conduct a final bus check or performs one and misses a student resulting in a student being left at the bus terminal, the Supplier shall pay a penalty amount of \$5,000. Additionally, two (2) routes will be removed from the Supplier. The District will select the route(s) for removal. The route(s) will be selected at the discretion of the Office of Transportation.

D. A.M. On-Time Arrival

If a Supplier performs below 90%, the Supplier will discount the monthly invoice the percent difference between the 95% goal and the actual on-time performance for the month.

E. P.M. On-Time Arrival

If a Supplier performs below 87%, the supplier will discount the monthly invoice the percent difference between the 92% goal and the actual on-time performance for the month.

F. Video Surveillance

If DPSCD requests a copy of video surveillance from the bus and no footage is available for the date and time requested, the Supplier will not bill the daily route charge for the requested route for the date of the video request. DPSCD understands that video surveillance may not be available when buses are not running, therefore a penalty will not be assessed in these instances. This penalty will be waived if the District utilizes a 3rd party vendor to outfit the school buses with camera systems and no footage is available.

End of Section F

SECTION G CONTRACT ADMINISTRATION DATA

1. The Executive Director of Procurement shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Supplier shall not rely upon any oral change from anyone, or a written request for change from

someone other than the Executive Director of Procurement. All changes must be in writing, signed by the Executive Director of Procurement and Supplier.

2. Suppliers will not be paid for services rendered/goods delivered greater than the amount of this Contract and purchase order(s). Any services rendered /goods delivered beyond the amount approved in this Contract and purchase order(s) is done wholly at Supplier's own risk. The District shall not be obligated to pay for services rendered/goods delivered beyond the amount stipulated in this Contract and/or purchase order(s) in Section A, item 4.
3. **Invoicing and Payment**
 - a. Invoicing and billing shall be submitted to:

Detroit Public Schools Community District
Fisher Building 11th Floor
Accounts Payable Department
3011 West Grand Blvd.
Detroit, MI 48202
Email: accounts.payable@detroitk12.org

And shall conform to policies or regulations adopted from time to time by the District. Invoices shall be legible and shall contain, at a minimum and as applicable the following information: (1) the contract number and DPSCD purchase order number; (2) a complete itemization of all costs including quantities ordered; (3) a complete itemization of the schools and/or students served; and (4) any discounts offered to the District under the terms of the contract. **A courtesy copy of the invoice must be sent to the department identified under Section E – Inspection and Acceptance AND the name that appears in the “Attention” line on the purchase order but shall not be deemed received by DPSCD unless sent directly to Accounts Payable.**

- b. Subject to any withholding provisions of the Contract, payment shall be made within a 45-day payment cycle after the District’s receipt of a properly prepared invoice.
- c. The Supplier shall provide to the Executive Director of Procurement a fully executed W-9 Form. It is the Supplier’s responsibility to notify the Executive Director of Procurement of any changes in the remittal address. Failure to provide this information may impact payment of invoices by DPSCD. In order that this Form is the current version at time of submittal, the Supplier shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is:

<https://www.irs.gov/forms-pubs/about-form-w-9>

End of Section G

SECTION H
SPECIAL CONTRACT REQUIREMENTS
(Reserved)
End of Section H

SECTION I GENERAL CONTRACT CLAUSES

I.01	Type of Contract
I.02	Term of the Contract
I.03	Option to Extend the Term of the Contract
I.04	Availability of Funds (Multi-Year)
I.05	Holidays
I.06	Compliance with Applicable Laws
I.07	Licenses and Permits
I.08	Licensed Personnel
I.09	Criminal Background Screening
I.10	Equal Opportunity
I.11	Subcontractors and Outside Consultants
I.11	Drug Free Workplace
I.13	Standards of Performance and Reasonable Assurances
I.14	Materials and Equipment
I.15	Patents and Royalties
I.16	Warranty of Services and Goods
I.17	Adjustment and Cleaning
I.18	Federal, State, and Local Taxes
I.19	Removal of Employees, Agents or Subcontractors
I.20	Project Personnel
I.21	Photo Identification Badge
I.22	Performance Meeting
I.23	Independent Contractor
I.24	Insurance
I.25	Changes
I.26	Notices
I.27	Indemnification
I.28	District Restrictions
I.29	Assignment or Transfer
I.30	Audit, Examination and Retention of Records
I.31	Award Certificates
I.32	Conflict of Interest
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I.01 Type of Contract

This will be a fixed type Contract. Unless the parties otherwise agree in writing, the fixed prices agreed upon by the parties will remain fixed for the duration of the Contract.

I.02 Term of Contract

This Contract is for the period as outlined in Section A, Item 5 of this contract, subject to extension as set forth in Section I.03 below and suspension and termination as set forth in Sections I.38 and I.39 below.

I.03 Option to Extend the Term of the Contract (RESERVED)

I.04 Availability of Funds (Multi-Year)

The District's obligation for performance of this Contract beyond the current fiscal year is contingent upon the availability of authorized funds from the District. No legal liability on the part of the District for any payment may arise for performance under this Contract, until the Supplier receives notice of such availability of funds or notice to proceed, in writing, from the Executive Director of Procurement; provided if the Executive Director of Procurement does not notify Supplier in writing of the availability or unavailability of funding, upon DPSCD Board approval of the next fiscal year budget, the Supplier shall be entitled to conclusively determine that the District has funding for the upcoming fiscal year. Supplier will have no obligation to perform this Contract for any fiscal year in which the District does not have available funding.

I.05 Holidays:

Contractors, contracted workers, vendors, suppliers and/or sub-contractors are not to report to work and the District will not provide payment for services rendered on the days the District is closed in observance of the below listed nine holidays and breaks:

HOLIDAYS (No. of Days)

- Independence Day
- Labor Day
- Thanksgiving Break
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Juneteenth

BREAKS (No. of Days)

- Day before Thanksgiving (1 day)
- Holiday Break (8-10 days)
- Mid-Winter Break (1-5 days, pursuant to board approved calendar)
- Spring Break (1-5 days, pursuant to board approved calendar)

Any exceptions to mandatory vacation must be approved in advance and in writing by the Superintendent. The grant of such exceptions will be limited to contractors whose duties relate to essential core functions. Any contracted employee granted an exception will be notified by their District supervisor.

I.06 Compliance with Applicable Laws

The Supplier agrees to adhere to and comply with any and all federal and state laws, applicable to its operation, its execution, delivery and performance of this Contract and the operation of school buildings in the State of Michigan, including, but not limited to, federal laws and regulations pertaining to Equal Employment Opportunity, Fair Employment Practices, Anti-Kickback Act, Clean Water Act, Environmental Protection Agency laws and regulations, Energy Policy and Conservation Act, Elementary and Secondary Education Act, the No Child Left Behind Act, American Disabilities Act, the Asbestos Hazardous Emergency Response Act, America Recovery and Reinvestment Act, federal and state privacy laws and federal and state health regulations. The Supplier shall also adhere to all rules and regulations, including any reporting requirements thereof, from any regulatory body, including Department of Education (DOE) and Department of Labor, regarding the operations of such programs. Supplier acknowledges this Contract may be funded by funds from a federal agency or program. Supplier certifies that neither it, its principals nor its subcontractors are currently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

I.07 Licenses and Permits

The Supplier shall, without additional expense to the District, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this Contract including, but not limited to, any laws or regulations requiring the use of licensed Suppliers to perform parts of the work.

I.08 Licensed and Qualified Personnel

The Supplier agrees to use only licensed personnel to perform work required by law to be performed by such personnel. Lack of knowledge by the Supplier will in no way be a cause for relief from responsibility. The Supplier represents that all persons performing services under this Contract have the requisite skills and experience necessary to adequately provide the services in the accordance with the standards set forth herein, and shall be qualified to do so and licensed if required.

I.09 Criminal Background Screening

The Supplier agrees that any and all Supplier employees, subcontractors, independent contractors or other agents working on or under this Contract shall be free and clear of any sexual and drug related convictions, and from any felony convictions. The Supplier understands and agrees that each employee, subcontractor, independent contractor or other agent, who is or shall be assigned to regularly and continuously work under this Contract in any of the District's schools, as determined or defined by the Michigan Revised School Code (each a "Covered Employee or Agent"), must provide written consent to the District to enable the District to conduct the federal and state criminal history check and the federal and state criminal records check required by the Michigan Revised School Code. The Supplier further agrees that each Covered

Employee or Agent must be presented to submit his or her fingerprints for the purpose of the federal and state criminal records check in accordance with District policy and as further directed by the District, at the sole cost and expense of the Supplier, have the results sent to the District, and provide all information required by the State of Michigan to include those individuals in the appropriate State of Michigan education personnel databases.

The Supplier understands and agrees that the cost of the criminal background check is the responsibility and expense of the Supplier and its Covered Employees or Agents and not the responsibility and expense of the District.

The Supplier understands and agrees that any of its Covered Employee or Agent, who does not meet or comply with the requirements of this Section may not provide services to the District under this Contract or otherwise. Failure by any Covered Employee or Agent of Supplier to comply with the provisions of this Section constitutes a breach of this Contract and the District may seek all applicable remedies.

I.10 Equal Opportunity

During the performance of this Contract, the Supplier agrees that it will, in good faith, afford equal opportunity required by applicable federal, state or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Supplier further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and suppliers, which are “disadvantaged business enterprises” or “women owned enterprises” (both as defined by federal law or regulation in effect on the date of this contract). The Supplier agrees to insert the substance of this clause in all subcontracts and purchase orders.

I.11 Subcontractors and Outside Consultants

Supplier agrees that any subcontractors and outside consultants required or utilized by the Supplier in connection with the services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the District in connection with the award of this Contract, and who will assist the Supplier in performing the Contract in accordance with its terms, including, but not limited to, the provisions relating to insurance, the right to audit, confidentiality, and background checks. Any substitution in such subcontractors or consultants is subject to the prior written approval of the District. The Supplier shall inform any subcontractors of the terms and conditions of this Contract and have the subcontractors’ written agreement to be bound by the terms thereof.

I.12 Drug-Free Workplace

1. Definitions. As used in this clause –
 - a. “Controlled substance” means a controlled substance including but not limited to marijuana, heroin, LSD, concentrated cannabis or cannabis oils, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, cocaine, methadone, quaaludes, amphetamines, ‘exotic designer’ drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital or valium.
 - b. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.

- c. “Criminal drug statute: means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
 - d. “Drug-free workplace” means the site(s) for the performance of work done by the Supplier in connection with a specific contract.
 - e. “Alcohol” means ethyl alcohol and any beverage containing ethyl alcohol.
 - f. “Employee” means an employee of a Supplier or of a permitted Subcontractor or outside consultant directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other Supplier employee who has other than a minimal impact or involvement in contract performance.
 - g. “Individual” means a Supplier that has no more than one employee including the Supplier.
2. The Supplier shall, within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or immediately for contracts of less than 30 days performance duration
- a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Supplier’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - b. Establish an ongoing drug-free awareness program to inform such employees about –
 - i. The dangers of drug abuse in the workplace;
 - ii. The Supplier’s policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (2) (a) of this clause;
 - d. Notify such employees in writing in the statement required by subparagraph (2) (a) of this clause that, as a condition of continued employment on this contract, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - e. Notify the Executive Director of Procurement in writing within 10 days after receiving notice under subdivision (2) (d) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - f. Within 30 days after receiving notice under subdivision (2)(d)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
 - g. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (2) (a) through (2) (f) of this clause.

- i. The Supplier, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- ii. In addition to other remedies available to the District, the Supplier's failure to comply with the requirements herein renders the Supplier subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.13 Standards of Performance and Reasonable Assurances

The Supplier shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

- a. The Supplier shall perform all services required by this Contract in accordance with high professional standards prevailing in the Supplier's field of work.
- b. If the District, in good faith, has reason to believe that the Supplier does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the District may demand in writing that the Supplier give a written assurance of intent to perform. Failure by the Supplier to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the District's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

I.14 Materials and Equipment

The Supplier is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified, beyond normal and routine equipment provided at schools and administrative office facilities. Materials and supplies used will be reputable name brands and kept in excellent condition. Occupational Safety and Health Act of 1970 (OSHA) training, if applicable, will be provided to all employees required to operate equipment. The Supplier will be held responsible for damages resulting from improper use of tool, materials and equipment, unless such damages result from the negligence of the District, and shall repair or pay for such damages, at its sole cost.

I.15 Patents and Royalties

The Supplier, without exception, shall indemnify and hold harmless the District and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the District. If the Supplier uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

I.16 Warranty of Services and Goods

1. "Acceptance," as used in this clause, means the act of an authorized representative of the District by which the District assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Supplier warrants that all services performed and goods provided under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. Contract further warrants that the goods will be fit and sufficient for the purpose intended. The Executive Director of Procurement shall give written notice of any defect or nonconformance to the Supplier within 30 days. This notice shall state either (1) that the Supplier shall correct, re-perform or replace any defective or nonconforming services or goods, or (2) that the District does not require correction, re-performance or replacement.
3. If the Supplier is required to correct or re-perform services or replace goods, it shall be at no cost to the District, and any services corrected or re-performed or any goods replaced by the Supplier shall be subject to this clause to the same extent as work initially performed. If the Supplier fails or refuses to correct or re-perform services or replace goods, the Executive Director of Procurement may, by contract or otherwise, correct or replace with similar services and goods and charge to the Supplier the cost occasioned to the District thereby, or make an equitable adjustment in the Contract price.
4. Supplier will deliver and transfer all manufacturer's warranties related to the goods to the District and will execute all paperwork and instruments necessary to effectuate such delivery and transfer.

I.17 Adjustment and Cleaning

1. The Supplier shall clean exposed surfaces of all grease, oil, dirt, and other foreign matter and remove all packaging materials.
2. The Supplier shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Supplier shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the District. Upon completing the work, the Supplier shall leave the work area in clean, neat and orderly conditions satisfactory to the District. Dumpsters will not be provided by the District.

I.18 Federal, State, and Local Taxes

The Contract price includes all applicable federal, state, and local taxes and duties. The District is exempt from Michigan State and local sales and use taxes, and any such taxes included on any invoice or voucher received by the District shall be deducted from the amount of the invoice or voucher for purposes of payment.

I.19 Project Personnel

The Supplier shall provide adequate and competent supervision at all times during the performance of the Contract. The Supplier shall identify key personnel and telephone numbers for those who will be actually managing the Contract. Changes in staffing must be proposed in writing to the District and approved by the Executive Director of Procurement. Nothing in this section is intended by the District to be a guarantee of employment for any such identified persons.

I.20 Removal of Employees, Agents or Subcontractors

The District may request the Supplier to immediately remove from assignment to the District any employees, agent, or subcontractor found unfit or unable to perform duties or services under this Contract, for any non-discriminatory reason as reasonably determined by the District. Failure by the District to make such request shall not excuse Supplier from complying with the terms of this Contract or applicable law. The Supplier will remedy any District requests under this Section within five (5) business days of written notice. Nothing in this section will be construed to be an extension of any deadline for performance by the Supplier under this Contract, unless agreed to by the District in writing.

I.21 Photo Identification Badge

The Supplier shall provide any individual assigned to the District, a company photo identification badge, which must be worn at all times while on the District's property. The District reserves the right to require the Supplier to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Supplier.

I.22 Performance Meetings/Reports

The Supplier will meet with the District, as requested at no additional cost, and shall provide the District with such agreed upon reports or such reports as are required by law in Supplier's performance of this Contract or to assist the District in assessing the Supplier's performance. The Supplier shall be readily available to meet with representatives of the District, at no additional cost, as often as reasonably necessary to resolve any performance problems identified during the term of the Contract. Meetings will be coordinated by the District. Supplier's failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this Contract.

I.23 Independent Contractor

The Supplier at all times shall be an independent contractor. The Supplier shall be responsible for the payment of all federal, state, and local taxes, including, but not limited to income taxes, which may be payable by Supplier as a result of its performance of this Contract and/or the revenues earned hereunder. The Supplier shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Supplier and the District by virtue of this Contract. No provision of this Contract shall be for the benefit of any party other than the District and the Supplier.

I.24 Insurance

1. General. The Supplier is required to maintain the insurance, meeting the specifications set forth herein for the entire duration of the Contract with the District.
2. Insurance. Prior to the execution of this Contract, the Supplier shall submit a certified copy of the policies or Certificate of Insurance satisfactory to the District at the following address: Detroit Public Schools Community District, Procurement Department, Fisher Building, 3011 West Grand Blvd., 11th Floor, Detroit, Michigan 48202.
3. Requirements. The insurance required of Supplier by this Section must meet the following specifications:
 - a. **Worker's Compensation** coverage limits in the statutory amount as required in the State of Michigan and **Employer's Liability** coverage limits in the amount of \$500,000.00 (Five Hundred Thousand Dollars) each accident, each disease and each employee.
 - b. **Automobile Liability Insurance** (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) coverage limits in an amount with a combined single limit not less than \$1,000,000.00 (One Million Dollars).
 - c. **Commercial General Liability Insurance** coverage limits in the amount of \$2,000,000.00 (Two Million Dollars) per occurrence and \$4,000,000.00 (Four Million Dollars) aggregate.
 - d. **Umbrella / Excess Liability Insurance** coverage limits in the amount of \$10,000,000.00 (Ten Million Dollars) per occurrence and \$10,000,000.00 (Ten Million Dollars) aggregate.
4. Approval of Forms and Companies. The Certificate of Insurance must state the Policy Number, date of expiration and limits of liability there under. No party subject to the provisions of this Contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies licensed to do business in the State of Michigan with a Best's Service rating of no lower than A-.
5. Additional Insurance Endorsement. The policies required hereunder, with the exception of 3a. (Workers Compensation and Employer's Liability) shall name the District and its mortgagee, if any, as an additional insured. The minimum amounts of coverage set forth in Section 3 above are subject to periodic review and amendment by the District's Risk Management Office, in the exercise of its reasonable discretion. Any excess liability coverage utilized to satisfy any increased requirements hereunder must be at least "follow form" in scope of coverage, placed with an authorized carrier and name the District, its officers, representatives, agents and employees, as an additional insured.

6. Certificate Holder: DPSCD should be addressed as the Certificate Holder using the following address: Detroit Public Schools Community District, Risk Management, 3011 W Grand Blvd, 11th Floor, Detroit, MI 48202.
7. Notice of Cancellation or Material Changes. Policies and/or certificates shall specifically provide for a thirty (30) day written prior notice of cancellation, non-renewal, or any material change to be sent to the District.
8. Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.
9. Deductibles. Companies issuing the insurance policies and the Supplier shall have no recourse against the District for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Supplier.
10. Subcontractors. If any part of the work is subcontracted, Supplier shall require any and all subcontractors performing work under this Contract to carry worker's compensation insurance and other types of insurance with limits of liability as Supplier shall deem appropriate and adequate for the duration of the subcontracting arrangement. In the event a subcontractor is unable to furnish adequate insurance required under the Contract, the Supplier shall endorse the subcontractor as an Additional Insured and/or become an Alternate Employer, prior to the subcontractor performing any work for or on behalf of the Supplier in performance of this Contract. The Supplier shall obtain and furnish to the District certificates of insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of workers' compensation insurance expires during the period of performance, Supplier shall obtain a renewal certificate. All other insurance certificates for subcontractors shall be furnished to the District.
11. Waiver. The selected Supplier shall not hold the District liable for any personal injury incurred by its employee, agent or consultant, Supplier or subcontractor while working on this project. The Supplier agrees to hold the District harmless from any such claim by its employees, agents, consultants, Supplier or subcontractor.

I.25 Changes

1. Subject to compliance with Section I.49 of this Contract: (a) The Executive Director of Procurement may, at any time, by written order, make changes within the general scope of the Contract in the services to be performed. (b) If such changes cause an increase or decrease in the Supplier's cost of, or time required for, performance of any services under this Contract, whether or not changed by any order, the Supplier may request to meet with the Executive Director of Procurement to discuss the same. Any claim of the Supplier for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Supplier of the notification of change unless the Executive Director of Procurement grants a further period of time before the date of final payment under the Contract.
2. No services for which an additional cost or fee will be charged by the Supplier shall be furnished without the prior written authorization of the Executive Director of Procurement.

I.26 Notices

All written notices required under the terms of the Contract shall be addressed to the Supplier at the address set forth in Section A of this Contract. Notices to the District shall be addressed as follows: Attention: Executive Director of Procurement, Detroit Public Schools Community District, Procurement Department, 3011 West Grand Blvd., 11th Floor, Detroit, Michigan 48202, Deputy Superintendent of Operations, 3011 W. Grand Blvd., 14th Floor, Detroit, Michigan 48202 and Executive Director of Student Transportation 8145 Greenfield Rd., Detroit, Michigan 48228.

I.27 Indemnification

Indemnity. Supplier shall indemnify, defend, and hold harmless DPSCD, DPSCD Board of Education, its officers, employees, students, volunteers and agents against all acts and omissions to act, and actual and threatened claims, disputes, demands, suits, actions, expenses, liabilities, complaints, causes of action, rights, debts, rights of contribution and indemnification, contractual obligations, expenses, damages, and liabilities, including without limitation, investigative costs (whether or not any of the same has merit), and reasonable attorney fees, court costs, accountings, and expenses related to any defense (collectively "Losses") arising, directly or indirectly, from bodily injury, personal injury, sickness, disease, death, property loss or damage, breach of contract and all other demands, losses, liabilities or claims of any kind whatsoever relative to the services of Supplier, its officers, employees, and agents in any manner arising from, incidental to, or connected with the Contract and ensuing transportation services, except to the extent such claims or corresponding Losses arise out of or result from the negligent act or omission of DPSCD, its Board of Education, officers, employees, students, volunteers or agents. Notwithstanding anything herein to the contrary, a trier of fact shall consider the proportionate share of fault, negligence or liability of each party consistent with Michigan law.

Governmental Immunity. No term of this Contract shall be construed to waive the right of DPSCD to governmental immunity.

Terms of Insurance and Indemnification. Supplier agrees that the indemnification shall not be met solely by complying with the insurance requirements described in this Contract and insurance is not a substitute for the indemnity.

Notice of Claims. DPSCD shall notify Supplier in writing within fifteen (15) days of any potential or actual claim subject to the indemnification provision in this Contract. Upon receipt of such notice, Supplier shall take reasonable steps as may be necessary or appropriate to defend DPSCD until such time Supplier proves to DPSCD that no further indemnification with respect to said claim is owed. Supplier shall not settle or compromise any claim or suit subject to the indemnification provision without prior notice to the DPSCD.

Survival. This indemnification provision survives termination or expiration of this Contract.

I.28 District Restrictions

In the event that, as result of new regulation, the Supplier seeks to impose any restrictions on the District which would necessitate alteration of material, quality, workmanship, or performance of the good or

services offered, it shall be the responsibility of the Supplier to immediately notify the Executive Director of Procurement in writing specifying the regulation which requires alteration. The District reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the Contract at no expense to the District.

I.29 Assignment or Transfer

The Supplier shall not assign or transfer the whole or any part of this Contract or any monies due or to become due hereunder without the prior written approval of the District.

I.30 Audit, Examination and Retention of Records

The Supplier shall maintain all books, records, documents, and other instruments, related to the provision of goods and services hereunder, and shall maintain accounting records, procedures and practices, sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred for the performance of the Contract. The Supplier shall maintain these documents for five (5) years from the later of the date termination or final payment under the Contract, or such longer period as required by law. Such records shall include any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The Supplier agrees that such Supplier records shall be open to inspection and subject audit and /or reproduction, during normal working hours, by the District, its Contracting/Auditing/or Inspecting Officer, or its other agents or authorized representatives, as well as the District's state and federal regulatory and/or funding agencies, including, but not limited to, the Michigan Department of Education and the U.S. Office of the Comptroller and the U.S. Office of the Inspection General (together the "Examiners/Auditors") to the extent necessary to adequately permit evaluation and verification of any invoices and the services provided, payments or claims submitted by the Supplier and any of its payees (including subcontractors) pursuant to this Contract, including but not limited to at least once annually. If an audit, inspection or examination in accordance with this section discloses overcharges of any nature, the actual costs of the audit, inspection or examination shall be paid by the Supplier. The rights of the Examiners/Auditors hereunder shall also include timely (*i.e.*, at least one business day) and reasonable access to Supplier's personnel for the purpose of interview and discussion related to such records. The Examiners/Auditors' audit or inspection or lack thereof, or the existence of this contractual provision, shall not relieve Supplier of its responsibility to comply with this Contract. Further the failure by any of Examiners/Auditors to notify Supplier of detection, or failure to require Supplier remediation of any unsatisfactory practice, does not constitute acceptance of such practice, or a waiver of the District's rights under this Contract.

I.31 Award Certificates

Supplier agrees that the information provided to the District and the Certificate of Independent Price Determination, the Suspension and Debarment Certification, the Clean Air and Water Act Certificate and the Disclosure of Lobbying Activities, is true and correct as of the date of this Contract and will remain true and correct as during the term of this Contract. Supplier agrees to provide the District with updated information as soon as the information in any certificates and disclosure becomes materially false or misleading and on the date of any renewal of this Contract.

I.32 Conflict of Interest

1. The Supplier warrants that, except as otherwise disclosed in writing, it does not have any conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this Contract and the Supplier's organizational, financial, contractual or other interests are such that:
 - a. Award of the Contract may result in an unfair competitive advantage; or
 - b. The Supplier's objectivity in performing the contract work may be impaired.
2. The Supplier agrees that, at any time after the award of this Contract and during the term thereof, it discovers an organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the Executive Director of Procurement, Department of Contracting and Procurement, which disclosure shall include a description of the action which the Supplier has taken or intends to take to eliminate or neutralize the conflict. District may however terminate the Contract if it is deemed in the District's best interest to do so.
3. In the event the Supplier did not and does not disclose the conflict to the Executive Director of Procurement, the District may terminate the Contract for default.
4. The provisions of this clause shall be included in all permitted subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Supplier. The Supplier shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
5. The District reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

I.33 Gratuities

The Supplier represents and warrants that neither it, its agent nor any other representative has offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the District with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this clause, the District shall have the right to annul this Contract without liability and/or have recourse to any other remedy it may have at law.

I.34 Interest of Public Officials

The Supplier represents and warrants that no employee, official, or member of the Board (Executive Committee) of the District, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his or her tenure, or for one year thereafter is or will be pecuniarily interested or benefited directly or indirectly in this Contract or the proceeds thereof.

I.35 Order of Precedence

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

1. Contract Sections, including scope of services and general contract clauses.
2. Other exhibits, and attachments to the Contract.
3. Any purchase order.
4. Any Supplier website terms and conditions.

I.36 Confidentiality, Ownership and Protection of District Property

The Supplier acknowledges that certain data, material, or other information which originated from, or was provided to Supplier under, this Contract may consist of confidential records owned by the District or confidential personally identifiable information subject to the Federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Supplier, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information or as required by law and not release or disclose it to any other party. The Supplier agrees to release such information or material only to employees and agents who have signed a written agreement or a written acknowledgement of the Supplier's confidentiality policies expressly prohibiting re-disclosure.

All facilities used to store and process the District's data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Supplier's own Data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Supplier shall report immediately, in writing, to District any data compromise involving District data, or circumstances that could have resulted in unauthorized access to or disclosure or use of the District's data, not authorized by this Contract or authorized in writing by the District. Within five (5) calendar days of the date Supplier becomes aware of any such data compromise, Supplier shall have completed implementation of corrective actions to remedy the data compromise, restore District access to the services as directed by the District, prevent further similar unauthorized use or disclosure. Supplier shall be responsible for providing disaster recovery services if Supplier experiences or suffers a disaster.

Supplier will retain the District's data for the time period specified in Section I.30 hereof. Using appropriate and reliable storage media, Supplier will regularly backup District data and, upon District's request, provide a copy of the data at no cost, each month to the District's in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing. At the District's election, Supplier will either securely destroy or transmit to University repository any backup copies of District's data. Supplier will supply District with a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

The parties acknowledge that should the performance of this Contract result in the development of any new proprietary, secret, or trade concepts, methods, techniques, processes, adoptions, discoveries, improvements and ideas, the same shall be promptly be reported to the District and shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier will not, other than in the performance of this Contract make use or disclose the same to any third party. The Supplier also acknowledges and agrees that all reports and documents created and/or submitted to the District under this Contract shall be the sole and exclusive property of the District without further or additional consideration and without regard to the origin thereof, and the Supplier

will not, other than in the performance of this Contract make use or disclose the same to any third party. At the District's request or upon the expiration or earlier termination of this Contract, Supplier shall execute all documents, papers and shall furnish all reasonable assistance requested in order to establish in the District all rights, title, and interest in such inventions, discoveries and improvements or ideas or to enable the District to apply for state and federal patents, trademarks or other protection of the District's intellectual property, if the District so elects.

The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the District. If the Supplier's failure to use reasonable care causes damage to any of this property, the Supplier shall replace or repair the damage at no expense to the District as the Executive Director of Procurement directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.

The Supplier acknowledges that the District is a public body and as such is subject to the disclosure requirements of the Freedom of Information Act. Therefore, this Contract and all accompanying attachments, documents and related material are subject to disclosure, upon request, unless an exemption to disclosure applies. Nothing in this document may be construed as a promise of confidentiality exempting documents related to this Contract from disclosure pursuant to FOIA.

I.37 Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Supplier or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to written approval by the Executive Director of Procurement prior to release.

I.38 Suspension of Work

1. The Executive Director of Procurement may order the Supplier in writing to suspend all or any part of the work for such period of time as he/she may determine to be appropriate for the convenience of the District.

I.39 Termination and Non-Compliance

1. The Executive Director of Procurement may, by written notice to the Supplier, terminate this Contract in whole or in part at any time, either for the District's convenience (including non-availability of funding) or because of the failure of the Supplier to fulfill its Contract obligations, including, but not limited to, Supplier's failure to (a) provide the reasonable assurances required under this Contract; (b) services furnished by the Supplier fail to conform to any requirement of this Contract; (c) failure to submit any report or document required by this Contract; or (d) failure to meet any material performance deadline under this Contract. Upon receipt of such notice, the Supplier shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Executive Director of Procurement all data, drawings,

specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Supplier in performing this contract, whether completed or in process.

2. If the termination is for the convenience of the District and if this is a Contract wherein the Supplier is to be compensated by a fixed firm amount, an equitable adjustment in the Contract price shall be made by the District, but no amount shall be allowed for anticipated profit on unperformed services. Otherwise where the Contract is not for a fixed firm amount, in the event of termination for convenience, Supplier shall only be entitled to amounts earned by it up to including the date of the termination and no amounts shall be allowed for anticipated profit on unperformed services.
3. If the termination is for default (failure to fulfill contract obligations), the District may take over the work and complete the same by contract or otherwise. In such case, the Supplier shall be liable to the District for any additional/re-procurement cost occasioned to the District.
4. If, after notice of termination for default, it is determined that the Supplier had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
5. In addition to its right to terminate this Contract in the event of default, if a Supplier materially fails to comply with the terms and conditions of this Contract, whether stated in a statute, regulation, assurance, or notice of award, the District shall have the right to take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Supplier, (2) disallow all or part of the cost of the activity or action not in compliance, or (3) wholly or partly suspend the Contract.
6. The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.
7. Upon termination of this Contract for any reason, the Supplier, for a reasonable, mutually agreed period of time after the termination of this Contract and in any event no less than sixty (60) days, agrees to provide all reasonable transition assistance requested by the District, to allow for the services to continue without interruption or adverse effect, and/or to facilitate the orderly transfer of such services to the District or its designees, provided Supplier will have no obligation to operate transportation routes without being compensated at the rates otherwise set forth herein. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. There shall be no additional cost paid by the District to the Supplier for any resources utilized in performing such transition assistance, unless such assistance is to operate transportation routes. If the District terminates this Contract for cause, then the District will be entitled to offset the cost of paying the Supplier for the additional resources the Contractor utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination. Transition services shall include Supplier's provision of copies of the District's data, work products, and reports required under this Contract, at no cost, in format compatible with District's SIS, PeopleSoft or other software, or in different format agreed upon by the parties in writing.

I.40 Insolvency

In the event the Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Executive Director of Procurement responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. The District shall have the right to immediately terminate this Contract in the event of Supplier's insolvency or bankruptcy.

I.41 Dispute and Dispute Resolution

In the event of any disputes, including disputes concerning a question of fact or law ("disputes"), claims, issues, questions, or disagreement arising from or relating to this contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement in a timely manner. Initially, the Category Manager, Assistant Director and supervisor/Executive Director shall discuss the issue with the Supplier. If resolution is not reached, then Supplier shall meet with the Executive Director of Procurement, their successor, or designee, to resolve the issue. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest(s), attempt to reach a just and equitable solution satisfactory to both parties.

Any disputes, claims, issues, questions, or disagreement arising under or related to this Contract which is not disposed of by agreement shall be decided by the Executive Director of Procurement, who shall reduce her/his decision to writing and mail or otherwise furnish a copy thereof to the Supplier, which decision shall be binding and conclusive on the parties unless the Supplier gives written notice of its objection to the decision with ten (10) business days of receipt of the decision.

If the Supplier gives written notice of its objection to the decision of the Executive Director of Procurement as set forth above, then the parties shall try to settle the dispute, claim or questions through alternative dispute resolution within 60 days of the written objection to the Executive Director of Procurement's decision. The District will be allowed to choose the forum for the alternative dispute resolution. The parties shall agree on any mediator(s) or facilitator(s). The parties shall equally share all of the cost of alternative dispute resolution. If, after such alternative dispute resolution, the parties still are unable to resolve the disputes, issues claims, questions, or disagreement arising from or relating to this contract or the breach thereof, then upon notice by either party to the other, all disputes, issues claims, questions, or disagreement arising from or relating to this Contract or the breach thereof shall be finally settled by submission to the American Arbitration Association in accordance with the provisions of its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be binding and may be entered in any court having jurisdiction thereof.

Nothing contained in this Section shall be construed to prevent a party from exercising its right to terminate the Contract under Section I.39 hereof.

I.42 Notice of Labor Disputes

1. If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Supplier immediately shall give notice, including all relevant information, to the Executive Director of Procurement.
2. The Supplier agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Supplier, as the case may be, of all relevant information concerning the dispute.

I.43 Anti-Kickback Procedures

1. Definitions
 - a. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Supplier, prime Supplier employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
 - b. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
 - c. "Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
 - d. "Prime Supplier" as used in this clause, means a person who has entered into a prime contract with the District.
 - e. "Prime Supplier employee," as used in this clause, means any officer, partner, employee, or agent of a prime Supplier.
 - f. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Supplier or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
 - g. "Subcontractor," as used in this clause,
 - h. means any person, other than the prime Supplier, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
 - i. includes any person who offers to furnish or furnishes general supplies to the prime Supplier or a higher tier subcontractor.
 - j. "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

2. The Anti-Kickback Act of 1986 (the Act), prohibits any person from:
 - a. Providing or attempting to provide or offering to provide any kickback;
 - b. Soliciting, accepting, or attempting to accept any kickback; or
 - c. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Supplier to the District or in the contract price charged by a subcontractor to a prime Supplier or higher tier subcontractor.
3. Compliance
 - a. The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (2) of this clause in its own operations and direct business relationships.
 - b. When the Supplier has reasonable grounds to believe that a violation described in paragraph (2) of this clause may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to the Executive Director of Procurement.
 - c. The Supplier shall cooperate fully with any investigation of a possible violation described in paragraph (2) of this clause.
 - d. The Executive Director of Procurement may
 - i. offset the amount of the kickback against any monies owed by the District under the prime contract and/or
 - ii. direct that the Prime Supplier withhold from sums owed a subcontractor under the prime contract the amount of the kickback.

The Executive Director of Procurement may order that monies withheld under subdivision (3) (d) (ii) of this clause be paid over to the District unless the District has already offset those monies under subdivision (3) (d) (i) of this clause. In either case, the Prime Supplier shall notify the Executive Director of Procurement when the monies are withheld.

- e. The Supplier agrees to incorporate the substance of this clause, including subparagraph (3) (e) but excepting subparagraph (3) (a), in all subcontracts under this contract which exceed \$100,000.

I.44 Pending Legal Dispute with District

It is the policy of the District that one factor, among others, that is to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any Supplier or supplier which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, Executive Director of Procurement shall seek the advice of the Office of the General Counsel regarding the legal dispute and shall obtain the concurrence of the District's Chief Executive Officer or his or her designee.

I.45 Governing Law

This Contract shall be governed by the laws of the State of Michigan without giving effect to the principles of conflicts of laws.

I.46 Supplier Authorization

All persons executing and delivering this Contract on behalf of Supplier have been duly authorized by Supplier and all corporate or other action has been taken which is required for Supplier to execute, deliver, and perform this Contract

I.47 Bid, Performance Bond (Reserved)

I.48 Liquidated Damages (Reserved)

I.49 Miscellaneous

This Contract can be extended, modified or amended only by a written agreement signed by the Executive Director of Procurement and the Supplier, except that the Contract shall be deemed to be modified to include new requirements imposed by law. If necessary or requested, the parties shall cooperate with each other to execute a written amendment which reflects such new requirements.

If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

In the event of any breach by Supplier or in the event of a disputed amount, District shall have the right to set-off any amounts owed by it to Supplier for any purpose, against any amounts due to District by Supplier under this Contract or otherwise or withhold payment due hereunder, pending resolution of the dispute or the breach.

The provisions of this Contract are for the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract.

The parties acknowledge that the parties and their counsel have reviewed (or their counsel has had the opportunity to review) and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

This Contract, including the exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

End of Section I

SECTION J
LIST OF ATTACHMENTS

Attaching A: Pricing

End of Section J

Attachment A: Pricing

5-Year Contract Pricing with Supplier Provided 2-Camera Video Surveillance System					
Route Description	7/1/2024 – 6/30/2025	7/1/2025 – 6/30/2026	7/1/2026 – 6/30/2027	7/1/2027 – 6/30/2028	7/1/2028 – 6/30/2029
Single – 1 Tier Daily Rate	\$415.92	\$428.40	\$441.25	\$454.49	\$468.12
Double – 2 Tiers Daily Rate	\$479.52	\$493.91	\$508.73	\$523.99	\$539.71
Triple – 3 Tiers Daily Rate	\$515.14	\$530.59	\$546.51	\$562.91	\$579.79
Mid-Day Shuttle Hourly Rate	\$59.77	\$61.57	\$63.41	\$65.32	\$67.28
Field Trip Hourly Rate	\$64.18	\$66.11	\$68.09	\$70.13	\$72.24
Field Trip Distance Charge (Beyond 60 Miles Round Trip)	\$1.92	\$1.98	\$2.04	\$2.10	\$2.16