

ANSWER: Thank you for your inquiry. The RFP is the document we use to solicit proposals from vendors and merely serves as a starting point. Once a vendor is selected, a contract is created that governs how the contractor will provide the services.

At the time the RFP was prepared we were not certain how we would obtain new buses. Therefore, the language was formatted with a presumption that the contractor would be purchasing new buses. However, in the same paragraph we reserved the right to approve (or disapprove) of any new bus purchases by the contractor. We recognized there may be an alternative to obtain buses and we recognized that any new bus purchased by the contractor and introduced into the Walled Lake fleet would result in an additional cost (that cost turned out to be \$44.26 per bus per day). The key language is "Any new buses which are necessary for the provision of the Transportation Services for the School District shall be purchased by, and title shall remain with, the Contractor." With us having an alternative for obtaining buses, it is not necessary for them to purchase new buses.

Section 5.2 of the contract we ultimately agreed to with Dean includes a provision that states, "...the School District shall have the right to not approve new bus purchases proposed by the Contractor if the School District has the ability to secure new buses."

Many things evolve and take shape through the process of selecting a contractor. There are interviews, additional research is done and the information is analyzed. Through the process of selecting a contractor, the District decided to retain and maintain all of the transportation assets, including the buses. While we will maintain ownership of the buses, which gives Walled Lake Schools the most control and flexibility in the future, Dean will be responsible for maintaining the fleet at their cost.