



**SHAWNEE MISSION
SCHOOL DISTRICT**

Return sealed envelope/box to:

Shawnee Mission School District
Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

ATTN: Reed Beebe

DATE: January 31, 2022 RFP NO. 22-007

RFP TITLE: **Alternative Student Transportation Services**

Proposals will be accepted until:

Date: **February 22, 2022**

Day: **Tuesday**

Time: **11:00 a.m. CST**

Terms, conditions, and specifications under which proposals are requested are included. Please review thoroughly.

General Instructions:

The Shawnee Mission School District (“the District”) invites qualified vendors to submit proposals for **Alternative Student Transportation Services** per the following terms, conditions, and specifications.

***Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.**

Official Contact:

Any questions regarding this Request for Proposal (“RFP”) should be directed to Reed Beebe via email at purchasing@smsd.org:

Reed Beebe
Shawnee Mission School District
8200 W. 71st Street
Shawnee Mission, KS 66204
913-993-6475
purchasing@smsd.org

All questions concerning this RFP must be received no later than **Friday, February 11, 2022 by 4:00 p.m. CST**. The District will address questions via addenda; it is currently anticipated that any applicable addenda will be issued by **Tuesday, February 15, 2022 by 4:00 p.m. CST**.

Addenda/Cancellation:

The District may modify or cancel this RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation. Such Addenda and/or Cancellations will be posted on the District’s website, currently: smsd.org (Go to **About; Department Teams; Purchasing & Bidding; Bids & Bid Summaries View Page**).

RFP Awards:

The District reserves the right to accept or reject any or all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or partial award shall be at the sole discretion of the District. The District shall not in any event be required or constrained to award the contract(s) to the Proposer(s) proposing the lowest price(s). Nor shall the District be required to make any award whatsoever. The District reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s) whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the District.

Clarification of Proposals:

The District reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of a proposal.

Information in RFP Only an Estimate:

The District and its representatives make no representations, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued via addenda. Any quantities or data contained in this RFP or related addenda are good-faith estimates provided only as general background information. In this case, the estimates are based on usage data from the District's 2021-2022 fiscal year.

Method of Selection:

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the District. In general, the following criteria will be used: **Experience and Qualifications; Service Approach; and Cost/Charges.**

Available points for these respective criteria will be assigned as follows, for a maximum total of 100 evaluation points:

- **Experience and Qualifications** – 20 points;
- **Service Approach** – 35 points;
- **Cost/Charges** – 45 points

After the District's initial evaluation of proposals, select proposals will undergo additional review and evaluation.

The District may negotiate with the selected Proposer(s) for mutually agreeable contract terms before making a contract award. Negotiations could include, but not be limited to, price and the terms and conditions listed in the RFP.

Confidentiality of Information:

Any proprietary information furnished by a Proposer to the District that is designated confidential shall be treated as confidential to the District as allowable by law.

Submission of Proposal:

Proposals may be submitted in hardcopy format (one physical copy, along with a thumb drive containing a digital copy of the proposal) to the “**Official Contact**” address listed above, and shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in a sealed envelope or box. Electronic delivery (i.e., email) will not be accepted.

All proposals must be received no later than **11:00 a.m. CST, Tuesday, February 22, 2022**, and should be clearly marked “**RFP 22-007 Alternative Student Transportation Services**”.

Proposal Availability:

Proposals received by the District will not be open to public review, nor disclosed to unauthorized persons, prior to award of a contract. After award of a contract, all proposals shall be open to public inspection, with the exception of information designated as confidential, to the extent that such confidential information may be exempt from public inspection as allowable by law.

SPECIFICATIONS

Scope of Proposal:

The District would like to contract with a vendor to provide district-wide alternative transportation (van) services for transportation of students qualified by McKinney Vento Act, Special Education, and in Foster Care. An outline of desired services and requirements is provided in **Attachment A**.

Contract Term:

The initial term of any awarded contract will run from August 1, 2022 through July 31, 2025, with two annual (12-month) options to renew in subsequent years, as mutually agreed in writing by both parties, for a potential maximum of five (5) years, within terms negotiated as part of the resulting contract, and subject to applicable statutes and regulations.

Terms and Conditions:

A sample contract is provided in **Attachment D**; this sample contract includes terms and conditions desired by the District.

Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. **The Proposer shall identify clearly and thoroughly any variation between its offer and the RFP.** Failure to do so shall be deemed a waiver of any right to subsequently modify the terms of performance. Proposer’s authorized representative may withdraw submitted proposals only by written request received before the proposal due date.

PROPOSAL CONTENT AND FORMAT

To provide a degree of consistency in review of the submitted proposals, Proposers are required to prepare their proposals in the format and order as described below:

Proposal Response Form:

An individual having full authority to submit a proposal and execute any resulting contract for products or services (“authorized representative”) must complete and submit the attached Proposal Response Form (**Attachment B**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the Proposal Response Form.

Experience and Qualifications:

Proposer should provide an introduction and background of the firm’s experience and qualifications. This should include a brief history of the firm, date founded, ownership, and any subsidiary relationships as well as stating the location of operations. Also, list the types of services that the firm is able to provide. Please address the firm’s ability to provide the desired features and services listed in **Attachment A**. Give examples of experience for similar features or services to other entities. In particular, if the firm has experience providing the desired features and services to other school districts, please note this information.

Personnel:

Proposer should list the names of key management personnel who would be directly involved in providing services and products to the District: describe their relationship in the firm, the role they would play in providing services, and their experience, qualifications, and years of service with the firm. Please note the respective personnel’s experience with providing services similar to those desired by the District. The District may consider this information in its evaluation of the Proposer’s experience and qualifications.

Additionally, as noted in **Attachment A**, your proposal should:

- **Include an organizational chart of company employees, their resumes and the location of where they will perform their duties, for those who will be involved with the daily operation of the contract.**
- **Include a description of your hiring process and selection criteria for employees.**
- **Describe your driver evaluation process.**
- **Provide an overall description of your driver training process.**
- **Describe your accident prevention and awareness program.**
- **Submit a list of driver qualifications, certifications and indications of ability to meet all driver requirements under Kansas law and regulations (KAR 91-38-6), and how Proposer intends to supply these drivers.**
- **Provide an overall description of the training process for aides/paraprofessionals.**

References:

Proposer should submit information regarding three (3) comparable projects that the Proposer completed as prime contractor within the last five (5) years. The projects should indicate the start and completion dates, and the products and services provided. The provided references may be used by the District in its Evaluation of a Proposer's experience and qualifications.

Service Approach:

Proposer should submit a clear, concise response to accomplish the scope of services that reflects your understanding of the District's requirements as described in **Attachment A**. Include information about the timeframe needed, and your firm's ability, to provide the desired services and features desired by the District. This response should demonstrate an understanding of the District's needs as outlined in the RFP.

Additionally, as noted in **Attachment A**, your proposal should:

- **Provide a detailed listing of equipment that will be utilized in fulfilling the contract.**
- **Provide the name of the routing software and indicate whether it is SIF (Schools Interoperability Framework) compliant.**
- **Provide a description of the electronic system used for receiving individual trip requests from the District with assurances for secure data transfer and confidentiality.**

Use of Subcontractors:

The selected Proposer(s) shall be solely responsible for all products and services as required by this RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The District may consider this information in its evaluation of the Proposer's service approach. The use of a subcontractor(s) does not relieve the selected Contractor(s) of liability under any awarded contract (see terms and conditions in **Attachment D**). The selected Contractor(s) agrees not to assign or subcontract any part of a resulting contract without express written approval of the District.

Costs/Charges:

Submit a detailed breakdown of all costs and charges in providing the desired products and/or services (or equivalent) as listed in **Attachment A**, in the format of **Attachment C**. The District relies on the Proposer to assure that all charges to provide the desired services (or equivalent) are submitted in the proposal, and that there are no hidden costs or charges that will be incurred. See **Attachment A** and **Attachment D** for details regarding how fuel costs are to be calculated.

ATTACHMENT A

DESIRED SERVICES AND REQUIREMENTS

General Background

The following is intended to illustrate the types of services that will be required of the service provider. It is not intended to eliminate other services that the service provider believes to be necessary and is able to provide. The final scope of work will be determined upon selection of the service provider and shall be mutually agreed upon by both parties.

The District occupies 72 square miles in northeast Johnson County, Kansas. It services the cities of Fairway; Lake Quivira; Leawood; Lenexa; Merriam; Mission; Mission Hills; Mission Woods; Overland Park; Prairie Village; Roeland Park; Shawnee; Westwood; and Westwood Hills, Kansas. Its current enrollment is approximately 26,500 students and the District is the third largest school district in Kansas. The District consists of 46 schools and provides a full-range of educational programs and services as authorized by Kansas statutes.

The District's alternative transportation needs consists of supplying necessary vans and drivers to perform the following:

- Approximately 22 vans for daily home-to-school student transports for McKinney Vento Qualified riders, children in Foster Care and a limited number of Special Education students with the majority of transports occurring to/from school;
 - To include an average ridership of 40 Special Education, 18 Foster, 30 McKinney Vento students.
- Special Education student transportation may require an aide when requested;
- A limited number (approximately 5-6) of shuttle trips per day;
- A limited number of pre-school routes (approximately 4-5 with AM/PM routes as students attend for half a day);
- Specialized equipment for students with special needs year-round, including lift vans and with air-conditioning.
- Regular school calendar includes an estimated 175 days of transportation service. Summer Extended School Year services are described below.

Summer School

Additionally, the successful Contractor shall provide transportation during June and July for summer school Special Education Extended School Year (ESY)/Jump Start Kindergarten students. These are partial day programs over a 3-4 week period.

The successful Contractor shall not be responsible for transporting Regular Education students for summer school.

Program Growth:

The District shall have the right to increase or decrease the number of vans over the life of the contract as programs and student population change. The cost of the change in the number of vans, if needed, will be at the per diem cost approved in the contract.

Estimated Mileage:

While the ad hoc nature of alternative student transportation services makes it challenging to provide a specific calculation for anticipated mileage needs, based on current usage, the District anticipates that the selected Contractor may accumulate approximately 196,500 miles transporting students over the course of a ten-month service period.

Contractor Responsibilities

All accidents involving the selected Contractor’s equipment and pupil injuries, if related to the transportation of District students shall be reported to the District’s Coordinator of Transportation.

The selected Contractor shall install and maintain an appropriate number of telephone lines for school contacts, agency contacts, and public contacts.

The selected Contractor shall maintain and provide records and reports as required by KAR 91-38-3, Section (c) & (d) and any others deemed necessary by the District, pertaining to students, routes, stops, mileage audits, and other information having to do with daily operations. Additionally, during the term of this agreement, the selected Contractor shall submit to the district on a monthly basis, September through May of each contract year, a rider audit report for each vehicle in a format acceptable to the district.

The selected Contractor shall be responsible for implementing and maintaining a comprehensive student transportation safety program during the complete term of the contract.

The selected Contractor is an Independent Contractor and as such is not an agent or employee of the District.

Billing to Identify Cost-Share Charges:

The selected Contractor should be able to generate invoices that clearly identify/breakdown cost-share charges across multiple programs/funding sources (McKinney Vento, Foster Care, etc.), and invoice other school districts, based on information provided by the District. [See sample contract, Section 4(d) “Compensation” in **Attachment D.**]

Deduction for Taxes:

The selected Contractor will be required to accept liability for payment of all applicable payroll taxes or deductions required by local and federal law.

Equipment:

Proposer should provide a detailed listing of equipment that will be utilized in fulfilling the contract. The selected Contractor shall provide all equipment required to fulfill the needs of the contract. All vehicles must meet State of Kansas Specifications. The Contractor shall operate a fleet of vehicles with the overall average age of no more than 5 years and no single vehicle older

than ten (10) years in age at any time during the term of the contract. Lift vehicles shall be equipped with wheelchair lifts and securement system. Additionally, appropriate child restraint equipment, such as car seats, boosters, and/or safety vests, typically used in transporting students shall be provided by the Contractor. The equipment must conform to all construction standards set forth by the Kansas State Highway Patrol, the KSDE and all Federal laws and regulations.

Vehicles must be capable of serving ambulatory and non-ambulatory students.

All vehicles shall be equipped with two-way radios (or some acceptable method of 2-way communication with dispatch).

The selected Contractor shall provide enough vehicles to assure no interruption in services due to such things as vehicles being in the shop for maintenance.

All vehicles proposed and used under this contract shall be properly licensed to operate in the State of Kansas and within the District.

The selected Contractor shall provide the address and description of the facility to be used in the fulfillment of the contract, including where the vehicles will be parked at night and on weekends, and where dispatching, routing and customer service will occur.

All vehicles should be equipped with current digital, color technology that is commonly used in the student transportation industry to capture audio and video of all vehicle passengers.

All vehicles should be equipped with GPS technology used to track vehicle locations in real or near real time. It would be beneficial if the GPS system offered additional tracking and reporting features such as stop time and location, speed and location, idle time, miles drive per route, etc.

The Contractor's equipment must be in compliance with all Kansas statutes, and all rules and regulations promulgated there by the KSDE.

Equal Employment and Non-Discrimination:

The selected Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.*, and shall not discriminate against any person in their performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry.

In all solicitations or advertisements for employees the selected Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the commission.

If the selected Contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1030, as amended, the selected Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency.

If the selected Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the selected Contractor

shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency.

The selected Contractor shall include the provisions of all paragraphs inclusively of this subsection (Equal Employment and Non-Discrimination) in every subcontract or purchase order so that such provisions will be binding on such subcontractor or vendor.

Fleet Maintenance:

The selected Contractor shall maintain all equipment in first class condition. The equipment must pass any and all inspections by the Kansas State Highway Patrol. All reports of inspection results must be reported to the District.

The District reserves the right to inspect any and all vehicles at any time for purposes of assuring the successful contractor's compliance.

Proper maintenance of all equipment is of the utmost importance to the District, therefore the following additional minimum requirements shall be met:

- (A) The selected Contractor shall have a maintenance system with preventative maintenance scheduling and inspections.
- (B) The selected Contractor shall supply the District with maintenance reports summarizing all repairs, parts and responsible mechanics upon request.

Fuel Requirement:

The selected Contractor will be required to provide all fuel for its services and agrees to keep detailed records of all fuel purchased for use in transporting District students, and that the District shall have the right to audit those records. The sample contract in **Attachment D** (see Section 6: Fuel) contains information regarding compensation for these fuel costs.

Routing:

All routing shall be the responsibility of the selected Contractor and is subject to the approval of the District. **The Proposer should provide the name of the routing software and indicate whether it is SIF (Schools Interoperability Framework) compliant.**

The selected Contractor shall be knowledgeable and experienced in the use of a computerized routing system. The selected Contractor shall have the ability to provide the following functions for Regular and Special Education routing:

- (A) Comprehensive routing abilities;
- (B) Route directions;
- (C) Total route and run optimization; and
- (D) Reporting capabilities based on the data collected for the above functions (A-C).

The selected Contractor shall have a process whereby the driver is given route changes in a timely and efficient manner.

The selected Contractor shall be responsible for notifying each passenger of his/her pick-up time at the beginning of the school year and in the event of any major changes in a route during the school year.

The selected Contractor shall develop all runs so that no student riding shall ride in excess of 45 minutes each way to or from school.

The selected Contractor shall be required to respond to all public inquiries and handle all daily transportation concerns.

Personnel

Organizational Support:

The Contractor shall furnish the following positions to be involved in the daily operation of the contract, located in a local office convenient and easily accessible to district personnel, parents and patrons of the District:

- a.) Contract Manager;
- b.) Assistant Contract Manager;
- c.) Router
- d.) Safety and Training supervisor;
- e.) Sufficient number of secretarial and clerical staff for office administration;
- f.) Video camera surveillance coordinator and
- g.) Sufficient number of maintenance staff to adequately maintain the vehicles and equipment.

Additionally, the Contractor shall have on staff full time individuals certified in cardio-pulmonary resuscitation (CPR), first aid, and defensive driving.

Proposers shall attach to their proposal response an organizational chart of company employees, their resumes and the location of where they will perform their duties for those who will be involved with the daily operation of the contract.

Driver Qualifications, Experience and Training:

The District will require driver qualifications, experience and training to comply with KAR 91-38-6 and satisfy all requirements of the United States Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.

Drivers shall be carefully chosen based upon their driving skill and character. **Proposer should supply a description of their hiring process and selection criteria.** Each employee hired must have a Motor Vehicle Record check and a Kansas Bureau of Investigation (“KBI”) check completed annually to assure compliance with KAR 91-38-6.

The selected Contractor shall conduct annual KBI criminal background checks on all employees who provide services for the District and shall not permit employees that have criminal felony records or previous DUI records to drive or have contact with students.

Other non-driver employees having contact with students shall also be carefully chosen based upon their character and ability to handle students with special needs. At the minimum, all aides must also have their KBI criminal records checked annually to assure compliance with KAR 91-38-6 and be drug screened. **Proposers shall supply a description of their hiring process and selection criteria.**

The selected Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require Contractor to remove from service under the contract any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for the District.

The Contractor shall maintain a system that will provide the District with immediate access to information on employees the Contractor has in its employ that have contact with students.

The selected Contractor shall conduct pre-employment, post-accident, random and reasonable suspicion drug and alcohol testing to the extent possible by law. Negative findings for such tests shall be a condition of employment.

The selected Contractor shall ensure that all drivers transporting students complete an annual physical as required by Kansas law and shall include a tuberculosis test for the drivers and aides.

Drivers and aides shall be responsible for maintaining orderly conduct of pupils while in the vehicle. Pupil behavior problems that develop on the route shall be reported through the issuance of a District approved Transportation Incident Report to the District Transportation Coordinator. Said report is to be filled out in its entirety presenting only the facts with appropriate signatures. A morning incident will be reported on the same day as occurrence and afternoon incident will be reported on the next school day. Drivers do not have the authority to suspend, expel or refuse ridership to any District student.

All drivers shall be well-groomed and have appropriate picture identification name badge identifying their first and last names, which the driver shall wear at all times while on duty. The selected Contractor shall also require drivers to have a timepiece with them while on duty so that drivers can maintain established schedule times.

When students are identified as having a specialized medical condition the selected Contractor shall require the assigned route driver and aide(s) to receive additional training to accommodate the student's condition. The cost of such training shall be the sole expense of the Contractor.

No child with special needs shall be delivered to his/her authorized destination unless such delivery is made into the care and responsibility of a district-approved adult person. If such "responsible person" is not present at the delivery location within a reasonable time, the pupil is to be delivered as directed, but not limited to the following:

- Back to the school of origin.
- Local police department.
- Other locations as may be directed by the District.

Under no circumstances shall the selected Contractor's driver leave a child with special needs or K-1st grader, unattended at any alternate location without the approval from the District. The selected Contractor shall follow guidelines established by the District for delivering a student when no one is at home.

Driver shall not leave the vehicle with students on board. If a driver leaves his or her seat, the key must be removed from the ignition.

Additionally, the District will require the following minimum training of new drivers:

- (A) defensive driving instruction (course outline required upon request);
- (B) basic pupil behavior management control skills instruction (course outline required upon request);
- (C) first aide and CPR instruction; and
- (D) Family Education Rights and Privacy Act (FERPA) Pupil Confidentiality.

The selected Contractor shall have certified and/or qualified instructors available to teach the following courses:

- (A) introductory Behavior Management pre-service course (course outline required upon request);
- (B) comprehensive in-service Behavior Management course (course outline required upon request);
- (C) Defensive Driving course (course outline required upon request);
- (D) remedial driving course with emphasis on altering driver attitudes (course outline required upon request);
- (E) a Crisis Prevention Skills Development course (outline required upon request), and
- (F) an Evacuation Planning Workshop for lift equipped vehicles transporting physically challenged students (course outline required upon request).

Proposers shall describe its driver evaluation process.

Proposers shall provide an overall description of its training process.

Proposers shall describe their accident prevention and awareness program.

Proposer should submit a list of driver qualifications, certifications and indications of ability to meet all driver requirements under Kansas law and regulations (KAR 91-38-6), and how Proposer intends to supply these drivers.

Transportation Aide:

Each aide/paraprofessional shall have a criminal records check completed annually and be included as part of the regular drug screening process.

The District will require training with a Behavior Management course as outlined above.

The selected Contractor shall also offer a Crisis Prevention skills development course (outline required upon request).

The selected Contractor shall be in compliance with KAR 91-38-3 at all times.

Proposer shall provide an overall description of their training process for aides/paraprofessionals.

Insurance Requirements

Insurance on Contracted Vehicles:

During the performance of the contract, the selected Contractor will agree to maintain insurance coverage of the types and minimum liability as set forth below. The selected Contractor shall also furnish to the District a Certificate of Insurance verifying such coverage, listing the certificate holder as an additional insured for the automobile liability and general liability coverage. The certificate holder on the Certificate of Insurance shall be as follows:

Shawnee Mission School District
Attention: Reed Beebe, Purchasing Manager
8100 W 71st Street
Shawnee Mission, KS 66204

Prior to any material change or cancellation, the District will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

The selected Contractor, upon receipt of notice of any claim in connection with the contract, shall promptly notify the District, providing full details thereof, including an estimate of the amount of loss or liability.

The selected Contractor shall monitor and promptly notify the District of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall

promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the District.

Automobile Liability:

Coverage shall satisfy all requirements of the Kansas Automobile Injury Reparations Act in an amount no less than \$1,000,000 bodily injury and property damage combined single limit, including all owned, hired and non-owned autos. The policy shall include medical payments protection in the amount no less than \$5,000 for each person who may be injured while in, boarding, or alighting from the vehicle provided by the selected Contractor under this Agreement. The policy shall also include Uninsured and/or Underinsured Motorist Coverage in the amount no less than \$1,000,000 per accident.

Commercial General Liability:

Coverage on an occurrence basis in amounts no less than \$1,000,000 bodily injury and property damage per occurrence, including personal and advertising injury; \$2,000,000 general aggregate. The policy shall include a sexual misconduct endorsement.

Umbrella Liability:

Coverage shall be in excess of the insurance required in 13.1.4 and 13.1.5 above on a following form basis, with minimum limits of \$14,000,000 per occurrence and annual aggregate. The minimum required coverage limit may be satisfied by adding any combination of primary and umbrella/excess per occurrence limits so that the sum of both equals no less than \$15,000,000.

Workers' Compensation and Employers' Liability:

Protecting against all claims under applicable state Workers' Compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a Workers' Compensation law. The policy shall include "all states" insurance, and the liability limits shall not be less than Statutory (Workers' Compensation); \$1,000,000 / \$1,000,000 / \$1,000,000 (Employers Liability).

Industry Ratings:

District will only accept coverage from an insurance carrier authorized to do business in Kansas, who carries a Best's policyholder rating of A-:VI or better; or is a company mutually agreed upon by the District and Contractor.

Notwithstanding anything herein to the contrary, the insurance coverage described above shall comply with the requirements of Kansas law and shall serve to indemnify, defend and hold harmless the District from and against any and all claims that might arise by virtue of the transportation of District's transportation students by vehicles operated by the Contractor whether vehicles are owned by the Contractor or the District.

ATTACHMENT B
PROPOSAL RESPONSE FORM

***Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.**

DATE: _____

Proposal of: _____, (herein after called Proposer), a
Corporation/Partnership/Individual doing business as _____.

TO: The Shawnee Mission School District

The Proposer, in compliance with your **Request for Proposal – Alternative Student Transportation**, and having reviewed the RFP and Specifications and being familiar with the conditions and terms surrounding the desired products and/or services, hereby agrees to perform the work and/or provide products required, within the prices stated in this RFP response. These prices are to cover all expenses incurred in providing the desired products and/or services.

Proposer acknowledges receipt of the following addenda, in the event subsequently issued:

Submitted by authorized representative:

Firm: _____

FEI/SSN _____

Signature: _____

Printed Name/Title: _____

Address: _____

Telephone: _____

Email: _____

ATTACHMENT C
COST CHARGES FORM

Please complete the following table; see **Attachment A** regarding service specifications and the sample contract **Attachment D** regarding fuel cost calculations. The District relies on the Proposer to ensure that **all applicable costs are clearly identified in the RFP response.**

***Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.**

As the initial contract will be for a three-year period, please indicate your pricing for Years One through Three:

1. Definitions or Descriptions for Pricing:
 - a. Annual Base cost includes the scope, terms and conditions provided in this contract (175 Days of Service, 22 Route Vehicles and Drivers, Operating from 6 AM – 9 AM and 2 PM – 5 PM, etc.).
 - b. Additional Day of Service is meant to account for any "Full day" extra service beyond the 175 day regular school year calendar and not in addition to the daily routes during the regular school year calendar.
 - c. Additional ½ Day of Service is meant to account for any "half day- 3 hours or less route" of extra service beyond the 175 day regular school year calendar and not in addition to the daily routes during the regular school year calendar.
 - d. Additional Hour of Service is meant to account for any hours worked for each route beyond the 6 hour day.
 - e. Additional Route would be to add a 23+ vehicle to the base service being provided during the regular school year calendar. The District recognizes that doing so would mean adding the expense of a vehicle and driver from that point forward in the school year.
 - f. Aide is an adult who can assist in addition to a driver with the wellbeing of a student passenger.

YEAR ONE (August 2022 – July 2023):

1. Annual Base Cost: _____
2. Additional Day of Service Per Mini-Van: _____
3. Additional Day of Service Per Full-Sized Van: _____
4. Additional Day of Service Per Lift-Van: _____

5. Additional ½ Day of Service Per Mini-Van: _____
6. Additional ½ Day of Service Per Full-Sized Van: _____
7. Additional ½ Day of Service Per Lift-Van: _____
8. Additional hour of Service Per Mini-Van: _____
9. Additional hour of Service Per Full-Sized Van: _____
10. Additional hour of Service Per Lift Van: _____
11. Additional Route (175 days) Per Mini-Van, Per Day: _____
12. Additional Route (175 days) Per Full-Sized Van, Per Day: _____
13. Additional Route (175 days) Per Lift-Van, Per Day: _____
14. Aide Per ½ Day Rate: _____
15. Aide Per Day Rate: _____

YEAR TWO (August 2023 – July 2024):

2. Annual Base Cost: _____
 2. Additional Day of Service Per Mini-Van: _____
 3. Additional Day of Service Per Full-Sized Van: _____
 4. Additional Day of Service Per Lift-Van: _____
 5. Additional ½ Day of Service Per Mini-Van: _____
 6. Additional ½ Day of Service Per Full-Sized Van: _____
 7. Additional ½ Day of Service Per Lift-Van: _____
 8. Additional hour of Service Per Mini-Van: _____
 9. Additional hour of Service Per Full-Sized Van: _____
 10. Additional hour of Service Per Lift Van: _____
 11. Additional Route (175 days) Per Mini-Van, Per Day: _____
 12. Additional Route (175 days) Per Full-Sized Van, Per Day: _____
 13. Additional Route (175 days) Per Lift-Van, Per Day: _____

14. Aide Per ½ Day Rate: _____

15. Aide Per Day Rate: _____

YEAR THREE (August 2024 – July 2025):

3. Annual Base Cost: _____

2. Additional Day of Service Per Mini-Van: _____

3. Additional Day of Service Per Full-Sized Van: _____

4. Additional Day of Service Per Lift-Van: _____

5. Additional ½ Day of Service Per Mini-Van: _____

6. Additional ½ Day of Service Per Full-Sized Van: _____

7. Additional ½ Day of Service Per Lift-Van: _____

8. Additional hour of Service Per Mini-Van: _____

9. Additional hour of Service Per Full-Sized Van: _____

10. Additional hour of Service Per Lift Van: _____

11. Additional Route (175 days) Per Mini-Van, Per Day: _____

12. Additional Route (175 days) Per Full-Sized Van, Per Day: _____

13. Additional Route (175 days) Per Lift-Van, Per Day: _____

14. Aide Per ½ Day Rate: _____

15. Aide Per Day Rate: _____

ATTACHMENT D

Sample Contract

UNIFIED SCHOOL DISTRICT NO. 512, JOHNSON COUNTY, STATE OF KANSAS STUDENT TRANSPORTATION AGREEMENT

THIS STUDENT TRANSPORTATION AGREEMENT ("Agreement") is made effective this ____ day of _____, 2022, by and between _____, a [State, ex. "Kansas"] limited liability company whose principal place of business is located at _____ (hereinafter "Contractor"), and **Unified School District No. 512, Johnson County, State of Kansas**, with offices at 8200 W. 71st Street, Shawnee Mission, KS 66204 (hereinafter "School District").

For and in consideration of the mutual promises, covenants, and agreements herein made and contained, the parties hereto do agree as follows:

1. Scope of Services. During the term of this Agreement and pursuant to the terms and conditions set forth hereafter, Contractor agrees to transport eligible students as designated and identified by School District. The services provided will require transportation to and from school sites and personal residences throughout the school day. The Contractor is required to develop and administer a transportation service designed to meet the needs of the School District. The Contractor is required to provide no less than twenty-two (22) seven-passenger vehicles, including driver, mini-vans, along with no less than twenty-two (22) drivers to operate such vehicles and to meet the needs of the School District as set forth in this Agreement. For use as a spare vehicle, Contractor will provide one additional route vehicle (mini-van). School District and Contractor will consult on a regular basis concerning the transportation requirements of the School District. In the event of increases in the number of students requiring transportation, or certain types of transportation and accommodations, the number or types of vehicles may be adjusted accordingly on at least an annual basis.
2. Term. The initial term of any awarded contract will run from August 1, 2022 through July 31, 2025, with two annual (12-month) options to renew in subsequent years, as mutually agreed in writing by both parties, for a potential maximum of five (5) years, within terms negotiated as part of the resulting contract, and subject to applicable statutes and regulations.
3. Schedule of Transportation. The Contractor will be responsible for all scheduling and routing of transportation. On or before the 1st day of August, School District shall provide Contractor with a school calendar for the next school year. Unless altered by the School District, Contractor shall provide transportation to students between 6:00 am and 9:00 am and 2:00 pm and 5:00 pm Central Time (up to 6 hours per day) on the dates specified in said regular school year calendar, estimated to be 175 annual days of service. No additional charge will be made by Contractor for any changes in dismissal time, provided that the dismissal time for all schools is adjusted uniformly or if the school calendar is officially altered. The right to alter school schedules or close school is a right specifically reserved

to the School District. The School District shall have the right to cancel student transportation because of severe weather, dangerous road conditions, COVID-19 related reasons, or any other public health reason that results in a partial or full school closure and shall notify the Contractor of any such cancellation. School District retains the right to utilize routes in any way to further benefit student education. This may include additional shuttle activities. The Contractor will use this information to meet the transportation needs of School District. No additional charge will be made for any modification to an existing route within the operating hours. Some programs operate on days beyond the 175th day of the regular school year calendar; these days will be treated as an additional half or full day, depending on the schedule.

Summer Schedule. Unless altered by the School District, Contractor shall provide transportation to students between 6:00 am and 9:00 am and 2:00 pm and 5:00 pm Central Time (up to 6 hours per day) on the dates specified in the summer school calendar. No additional charge will be imposed, or claim for compensation made, by Contractor for any changes in dismissal time, provided that the dismissal time for all schools is adjusted uniformly or if the summer school calendar is officially altered. The right to alter school schedules or close school is a right specifically reserved to the School District.

4. Compensation.

- (a) For transportation of students during the one-year term, School District shall pay Contractor base compensation in the amount of _____ per year. Such compensation is based on one hundred seventy-five (175) days of service during each year. To the extent Contractor provides additional days of service at the specific written request of the School District, then School District shall pay Contractor additional compensation as specified in Exhibit A.
- (b) For transportation of students during summer school, School District shall pay Contractor compensation as specified in Exhibit A.
- (c) Notwithstanding the foregoing, the parties acknowledge and agree that the above rates have been established in consideration of the base number of vehicles (twenty-two) established in Paragraph 1 above. In the event the School District should require additional vehicles, then the compensation to Contractor shall be adjusted accordingly based on the rates for such vehicle types set forth herein.
- (d) Contractor shall invoice other school districts for their portion of the cost share of transportation services provided under the federal McKinney-Vento Homeless Assistance Act, as amended, according to the following rates: \$_____ per student, per one way transport, plus \$_____ per loaded mile. For additional students picked-up and dropped-off at the same time and address, a \$_____ per student fee will apply, with no mileage fee assessed. For cancellations with less than 2-hours notice, a \$_____ fee will apply per student.

5. Time of Payment.

- (a) Within fifteen (15) days following the end of each month, beginning on September

15 and concluding on June 15, Contractor shall provide School District with a statement for base compensation due to Contractor under the provisions of this Agreement. That statement for compensation due shall be in writing and indicate one-tenth (1/10th) of the agreed upon yearly base transportation charge for transportation services. Such statement shall also include any additional days of service or hours of service provided by Contractor during such month at the request of School District, and the amounts owed therefor.

- (b) Provided that such statements are in proper form and that the transportation services reflected in said statements are verified by the School District as having been provided, School District shall pay the compensation due to Contractor within sixty (60) days following receipt of said statement. Invoices received by the School District's accounts payable department and statements verified by the 15th day of the month will be paid/mailed on or near the 15th day of the following month. Invoices received and verified on or after the 16th day of the month will be paid the second month following on or near the 15th day of that month.
- (c) McKinney-Vento Homeless Assistance Act Provisions: Contractor shall prepare and provide to School District on a monthly basis information related to services provided to homeless or displaced students of School District residing within the boundaries of another school district, for purposes of calculating cost-sharing responsibilities of such other school districts under the federal McKinney-Vento Homeless Assistance Act, as amended, and regulations adopted pursuant thereto.

After School District has approved calculations prepared by Contractor, Contractor shall invoice such other school districts according to the rates indicated in Section 4(e) above and use reasonable commercial efforts to collect amounts so invoiced. Contractor shall track and report all collected amounts to the School District at least monthly. Monies actually collected by Contractor from such invoices shall be paid to School District by check or other payment method acceptable to School District, at such times as School District might request, but not less than annually.

- 6. Fuel. The Contractor shall purchase and supply all gasoline or other fuel necessary to transport students under this Agreement.
 - a) Economic Price Adjustment (EPA). A monthly Economic Price Adjustment will be made for fuel based upon the difference between the price of fuel at the contract's inception (\$_____) and the price of fuel on the 1st day of each month during the contract period. The cost index, for the purpose of price adjustment under this clause, shall be "Retail On-Highway Regular Grade Gasoline Prices", for the Midwest Region, as published by the U.S. Department of Energy at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm. The Contractor shall calculate the adjustment due and shall adjust the invoice prices accordingly. The adjusted price(s) shall be effective for all services provided after the date of contract adjustment, as specified in this paragraph, until the date of the next contract adjustment. Note: The Base Cost for calculations is always 10% of the compensation

as specified in Exhibit A.

An example of an adjustment calculation is provided below for information purposes only.

For purpose of this example, assume that the contract base price is \$107,525 per month, that price adjustments will be made on the basis of the cost of gasoline, that the cost of gasoline represents 10% of the total cost per month (the Base Cost is 10% of \$107,525, or \$10,752.50), and that contract adjustments will be made monthly. If the Base Index (the price of gasoline at contract inception) is \$2.259 per gallon and the price of gasoline at the first date of contract adjustment is \$2.159 per gallon, the calculations for contract price adjustment would be as follows:

Adjusting Index (most recent Index Cost of gasoline as of the date of the First adjustment period)	\$2.159 per gallon
Minus the Base Index (Index cost of Gasoline as of Contract inception)	<u>-\$2.259 per gallon</u>
Equals increase (or decrease) to the Base Index	-\$0.10
Divide increase (or decrease) to the Base Index by the Base Index	$-\$0.10 \div \$2.259 = .0442$ (4.42% decrease)

Base Cost of \$10,752.50 (10% of \$107,525) multiplied by .0442 = \$475.26 decrease

New monthly cost following the adjustment is \$107,525 minus \$475.26 = \$107,049.74.

Note: The same method of calculation will occur if the price of fuel increases on any contract adjustment date and the higher New Unit Price will be effective for all services provided after the date of contract adjustment, as specified above, until the date of the next contract adjustment.

7. Insurance.

- (a) Contractor will continuously maintain and pay the premiums on automobile liability and general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) coverage, as well as such other insurance as is required by Kansas law. Such insurance policy or policies shall list the School District, its Board of Education, and its employees as additional insureds. Such insurance policy must be endorsed. All policies of insurance required by this Agreement shall contain a clause indicating that the policy of insurance shall not be cancelable except upon thirty (30) days prior written notice of cancellation to School District.
- (b) Within thirty (30) days after the date of this Agreement, Contractor shall provide School District with a certificate or certificates of insurance evidencing the fact that

the insurance coverage required by this section is in full force and effect. Contractor shall inform School District in writing within five (5) days after any change in the provisions of such insurance coverage and shall provide a new certificate of insurance within the same time period.

8. Indemnification. Contractor agrees to indemnify and hold harmless the School District, its officers, agents, servants, and employees, from and against any and all liability, claims, damages, causes of action, and expense, including attorney fees and court costs, resulting from the injury or death of any person or damage to property arising out of or in connection with, directly or indirectly, any act, neglect, default or omission of Contractor, its employees or agents in the performance of this Agreement, except to the extent such liability, claims, damages, causes of action and expense arise from or are caused by the negligence or willful misconduct of the District, its officers, agents, servants and employees.
9. Independent Contractor. The parties hereto acknowledge and agree that, in providing transportation services and performing its duties and obligations under the terms of this Agreement, Contractor is operating as an independent Contractor and not as an agent or employee of the School District. The personnel records of Contractor shall not be held or deemed in any way to be the records of School District or become the records of the School District upon examination of such records by the School District. School District shall have a right to inspect personnel records of Contractor, but shall not have a right to obtain copies of such records. Contractor shall be responsible for and hold School District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes. Contractor shall carry workers compensation insurance for its employees as required by Kansas law.
10. Notification of District. Contractor shall immediately notify the Superintendent of Schools, or a designated representative, of the occurrence of any mishap involving student riders, accidents reportable by law, or traffic violations involving a vehicle used to provide transportation services pursuant to this Agreement. Such notification shall contain a full and complete statement of all relevant facts. In no event shall such notification occur more than twenty-four (24) hours after Contractor's management receives notice of any such occurrence.
11. Equipment. Contractor agrees that it will, at its sole expense, provide and maintain a sufficient number of vehicles to meet the scheduled and agreed upon transportation needs of the School District. All vehicles supplied by Contractor shall meet or exceed the standards established by state and federal laws and regulations. Vehicle requirements will be reviewed on an annual basis and renegotiated based on School District needs. Contractor shall not operate any vehicle older than eight (8) years of age. If the School District has just cause and requests removal of a vehicle from its fleet, said vehicle shall be removed. Contractor shall not operate any vehicle with more than 160,000 miles of service. Notwithstanding anything herein to the contrary, Vehicles used to transport students shall be equipped with seat belts provided at Contractor's expense. Belts and harnesses provided

by Contractor at its expense are to be used as needed for students with physical disabilities. When required or reasonably necessary, Contractor shall provide a child restraint mechanism that functions properly with the vehicle. All vehicles shall be equipped with current digital, color technology that is commonly used in the student transportation industry for a camera system to capture audio and video of all vehicle passengers. All vehicles shall also be equipped with GPS technology used to track vehicle locations in real or near-real time. Drivers must comply with all applicable laws and regulations concerning use of cell phones. The School District retains the right to review and determine whether signage is appropriate on or inside of a vehicle, including logos and phone numbers outside of any markings required by law or regulation.

12. Maintenance. Contractor shall maintain the vehicles used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards. Proper maintenance of all equipment is of the utmost importance to the School District; therefore, the following additional minimum requirements must be met:
 - (a) Contractor shall have a maintenance system with preventative maintenance scheduling and inspections;
 - (b) Contractor must be able to supply School District with monthly maintenance reports summarizing all repairs, parts and responsible mechanics; and
 - (c) The maintenance system must include a comprehensive preventative maintenance scheduling program.

The School District shall have the right to require periodic inspections in order to determine the reliability and safety of vehicles and other equipment used in providing student transportation hereunder.

13. Employees of Contractor.
 - (a) Management Personnel.
 - (i) Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to School District. Contractor shall inform School District of the name(s) and address(es) of such management personnel.
 - (ii) Contractor shall be required to respond to all public inquiries and handle all daily transportation concerns. A minimum of one (1) employee of Contractor shall be required in a customer service and safety role. That employee must be backed-up to insure adequate coverage during operating hours and supported by local management when situations warrant. This presence is essential to insuring the proper implementation of this Agreement, while maintaining excellent customer service to School District

staff and patrons, and a focus on safety of students. Necessary supervisors and support staff shall be required for management and implementation of this contract.

(b) Operations Personnel/Driver Qualifications.

- (i) Contractor shall employ a sufficient number of drivers and support personnel to assure School District of continuous and reliable scheduled service.
- (ii) Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not permit its drivers to smoke in or around the vehicle nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any vehicle. Contractor shall regulate the use of prescription and non-prescription drugs which impair the safe operation of a vehicle.
- (iii) Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that School District shall have the right to require Contractor to remove from service any employee who, in School District's sole discretion, is deemed unsuitable for the performance of transportation services for School District; and provided, further, that School District shall make such request in writing and state the reasons therefor. Reasons may include failure of any driver to operate a vehicle in a safe manner, in accordance with the laws of Kansas and the ordinances of any city in which such vehicle operates, or a finding by the School District that the personal habits and/or conduct of an employee are detrimental to the best interests of the School District or to the welfare and best interests of the students being transported.

(c) Drivers.

- (i) All driver and driver/trainer employees hired must have their traffic and criminal records researched to assure compliance with Kansas Regulations. Upon request of School District, and as and to the extent permitted under all applicable laws requiring that Contractor maintain the confidentiality of driver records, Contractor shall provide School District results of criminal history record checks and drug screens. Accordingly, Contractor agrees that each driver shall:
 - (A) Possess a valid license or permit authorizing such person to operate a vehicle and transport students;
 - (B) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions which, absent

- reasonable accommodation, would limit safe operation of a vehicle;
- (C) Successfully complete a course of defensive driving training;
 - (D) Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law;
 - (E) Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment;
 - (F) Satisfy all requirements of the U. S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency; and
 - (G) Meet any other criteria required by law or by School District's policies, rules or regulations.
- (ii) Contractor shall hold each driver responsible for:
- (A) Supervising the loading and unloading of his or her vehicle at every pick-up and delivery point and personally escorting the student to a responsible party providing there are no other students in the vehicle;
 - (B) Keeping informed of all rules and regulations affecting the operation of vehicles and standards of conduct;
 - (C) Complying with all federal, state and local traffic laws while operating vehicles under this Agreement;
 - (D) Carrying appropriate identification at all times while on duty;
 - (E) Carrying a timepiece while on duty so that the driver can maintain established schedule times;
 - (F) Notifying Contractor's dispatcher in the event of any traffic accident or medical emergency which involves a vehicle used in the performance of this Agreement. Contractor's dispatcher shall promptly advise the appropriate authorities and the School District's designee of the accident or emergency. Contractor's employees shall not be required to perform any medical functions for

passengers, but will be allowed to deliver emergency medical treatment within their level of training as deemed necessary.

(iii) Contractor shall be responsible for:

- (A) Inspecting each driver's readiness each day before being assigned a route;
- (B) Conducting safety trainings, documentation of such meetings, and documentation of any information deemed necessary by the State of Kansas to comply with regular audits; and
- (C) Insuring School District guidelines are followed, including, but not limited to, vehicle idling, student safety, and video requests.

14. Subcontracting. The services contemplated under this Agreement are deemed to be in the nature of personal services. Neither this Agreement nor any portion hereof may be assigned or subcontracted by Contractor without the prior written consent of the School District. In the event such consent is obtained, the subcontractor shall be subject to all of the terms and provisions of this Agreement, including the requirement of a performance bond. The parties agree that assignment by Contractor of any sums due and owing Contractor under this Agreement shall not constitute an assignment of the Agreement
15. Compliance with Law. The Contractor, its officers, agents, servants, and employees, shall at all times comply with all federal and state laws, rules, and regulations; and shall comply with the ordinances of the cities in which Contractor operates under the provisions of this Agreement pertaining to the operation of school vehicles for school transportation. Such laws, rules, regulations, and ordinances are hereby made a part of this Agreement; and the Contractor covenants that it will regularly advise its employee-drivers of the same and any amendments or additions thereto. Contractor represents and warrants that it is a Kansas corporation, but that it is authorized to do business in the State of Kansas and has obtained all required state and local approvals necessary in order to conduct business in the State of Kansas.
16. Breach of Contract. Contractor shall be in breach of this Agreement if it fails to fulfill its contractual obligations in a manner reasonably satisfactory to the School District and fails, after at least two (2) written warnings from the School District, to correct such unsatisfactory service. Upon a breach of this Agreement by Contractor, the School District shall have the right to pursue any remedies provided at law or in equity. Such remedies are cumulative and may be exercised concurrently or separately. Any delay or omission by the School District to exercise any right, power or remedy accruing to the School District upon any breach of this Agreement shall not impair any such right, power, or remedy of the School District nor shall it be construed to be a waiver of any such breach thereafter occurring nor shall any waiver of any single breach be deemed a waiver of any other breach theretofore or thereafter occurring.

17. Termination. If either party shall willfully violate any of the covenants or duties imposed upon it by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days prior written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.
18. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, that this Agreement may not be assigned by Contractor except as hereinbefore provided.
19. Kansas Contract. This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Kansas.
20. Entirety of Agreement. The provisions of this Agreement encompass the entire agreement between the parties. No modification, addition or deletion to this Agreement shall be effective unless placed in writing and signed by the parties hereto. This Agreement shall supersede all prior agreements between the parties with respect to the subject matter hereof.
21. Force Majeure. In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, inclement weather, impassable roads, riot, war, picketing, strike, labor dispute, governmental action or any condition or cause beyond Contractor's control, School District shall excuse Contractor from performance under this Agreement. School District shall have the right to take over the operation of the vehicles Contractor is prevented from operating for the reasons described above and may operate such vehicles with school employees or other persons as School District may deem appropriate until Contractor is able to resume its regular operations. School District shall pay to Contractor for the use of such vehicles the compensation which would be due in accordance with this Agreement had Contractor operated such vehicles, less all expenses and costs incurred in securing the services of operating personnel and other such costs of operations; provided, however, that School District's deduction of such costs and expenses shall not exceed the difference between the total compensation paid to Contractor for such vehicles less Contractor's fixed costs of operation.
22. Inclement Weather/School Closings. In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, School District shall notify Contractor by telephone or in person not later than 5:00 a.m. on the day of such cancellation or delay or not later than one (1) hour before early dismissal.
23. Pupil Discipline.
 - (a) The ultimate responsibility and authority with respect to all disciplinary problems, suspensions or expulsions of any student from transportation services hereunder shall rest with School District. Contractor's drivers are responsible only for such

discipline as is required to properly operate Contractor's vehicles. Each driver shall handle all the disciplinary matters in strict accordance with School District policy. In no case will a driver eject a student from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of other students and then only after radio notice to Contractor's terminal and to the student's building principal. All discipline problems shall be reported in writing following completion of the route. Further procedures and regulations for the administration of discipline shall be established cooperatively between School District and Contractor.

- (b) Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, School District shall give Contractor all reasonable assistance in obtaining restitution for damaged equipment or facilities. Contractor may, upon concurrence by School District, refuse to provide a student with transportation until vandalism damages caused by such student are paid.

- 24. Notices to Parties. Except as otherwise provided herein, all notices to be given by the parties to the Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to School District shall be addressed to:

Unified School District No. 512
c/o Dr. Joe Gilhaus, Deputy Superintendent
8200 W. 71st Street
Shawnee Mission, KS 66204

[Contractor Name]
[Contractor Contact]
[Street Address]
[City, State, Zip Code]

Either School District or Contractor may change its address of record for receipt of official notice by giving the other party written notice of such change and any necessary mailing instructions.

- 25. Nondiscrimination. Contractor shall not discriminate against any person based on race, creed, religion, color, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, genetic information, or any statutorily prohibited basis. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer," or a similar phrase.
- 26. Severability/Intent. In the event any provision herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect. This Agreement is not

intended to, and does not, confer any right or benefit upon any third-party.

27. Employment Verification. Prior to commencement of the Work, Contractor shall provide to School District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract. Contractor shall also provide School District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
28. FERPA. Contractor shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C.A. § 1232g, and will indemnify the District for any damages suffered by it by reason of Contractor's failure to do so.

29. Mandatory Provisions. This Agreement is subject to the terms of Forms DA-146a, which is attached to and made part of this Agreement as though fully set forth in the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(Company)

UNIFIED SCHOOL DISTRICT NO. 512

By: _____
(Title)

By: _____

EXHIBIT A**PAYMENT TERM AND COST**

Contract shall include an annual base cost to the district. An annual period is defined as August 1st to July 31st.

2. Contractor will provide the District an invoice for compensation for one-tenth (1/10th) of the agreed upon yearly transportation base charge on the following schedule:
 - a. September 15th, October 15th, November 15th, December 15th, January 15th, February 15th, March 15th, April 15th, May 15th and June 15th.
 - b. If the invoices are received on time and are accurate, payment will be issued on or near the 15th of the following month.
 - c. Additional services, including Extended School Year are requested they are to be billed on the next invoice. Additional services must be requested in writing prior to delivering service.
3. Definitions or Descriptions for Pricing:
 - a. Annual Base cost includes the scope, terms and conditions provided in this contract (175 Days of Service, 22 Route Vehicles and Drivers, Operating from 6 AM – 9 AM and 2 PM – 5 PM, etc.).
 - b. Additional Day of Service is meant to account for any "Full day" extra service beyond the 175 day regular school year calendar and not in addition to the daily routes during the regular school year calendar.
 - c. Additional ½ Day of Service is meant to account for any "half day- 3 hours or less route" of extra service beyond the 175 day regular school year calendar and not in addition to the daily routes during the regular school year calendar.
 - d. Additional Hour of Service is meant to account for any hours worked for each route beyond the 6 hour day.
 - e. Additional Route would be to add a 23+ vehicle to the base service being provided during the regular school year calendar. The District recognizes that doing so would mean adding the expense of a vehicle and driver from that point forward in the school year.
 - f. Aide is an adult who can assist in addition to a driver with the wellbeing of a student passenger.

Pricing:

YEAR ONE (August 2022 – July 2023):

1. Annual Base Cost: _____

Additional Day of Service Per Mini-Van: _____

Additional Day of Service Per Full-Sized Van: _____

Additional Day of Service Per Lift-Van: _____

Additional ½ Day of Service Per Mini-Van: _____

Additional ½ Day of Service Per Full-Sized Van: _____

Additional ½ Day of Service Per Lift-Van: _____

Additional hour of Service Per Mini-Van: _____

Additional hour of Service Per Full-Sized Van: _____

Additional hour of Service Per Lift Van: _____

Additional Route (175 days) Per Mini-Van, Per Day: _____

Additional Route (175 days) Per Full-Sized Van, Per Day: _____

Additional Route (175 days) Per Lift-Van, Per Day: _____

Aide Per ½ Day Rate: _____

Aide Per Day Rate: _____

YEAR TWO (August 2023 – July 2024):

Annual Base Cost: _____

Additional Day of Service Per Mini-Van: _____

Additional Day of Service Per Full-Sized Van: _____

Additional Day of Service Per Lift-Van: _____

Additional ½ Day of Service Per Mini-Van: _____

Additional ½ Day of Service Per Full-Sized Van: _____

Additional ½ Day of Service Per Lift-Van: _____

Additional hour of Service Per Mini-Van: _____

Additional hour of Service Per Full-Sized Van: _____

Additional hour of Service Per Lift Van: _____

Additional Route (175 days) Per Mini-Van, Per Day: _____

Additional Route (175 days) Per Full-Sized Van, Per Day: _____

Additional Route (175 days) Per Lift-Van, Per Day: _____

Aide Per ½ Day Rate: _____

Aide Per Day Rate: _____

YEAR THREE (August 2024 – July 2025):

Annual Base Cost: _____

Additional Day of Service Per Mini-Van: _____

Additional Day of Service Per Full-Sized Van: _____

Additional Day of Service Per Lift-Van: _____

Additional ½ Day of Service Per Mini-Van: _____

Additional ½ Day of Service Per Full-Sized Van: _____

Additional ½ Day of Service Per Lift-Van: _____

Additional hour of Service Per Mini-Van: _____

Additional hour of Service Per Full-Sized Van: _____

Additional hour of Service Per Lift Van: _____

Additional Route (175 days) Per Mini-Van, Per Day: _____

Additional Route (175 days) Per Full-Sized Van, Per Day: _____

Additional Route (175 days) Per Lift-Van, Per Day: _____

Aide Per ½ Day Rate: _____

Aide Per Day Rate: _____