

**Shawnee Mission School District
RFP 22-007 – Alternative Student Transportation Services
February 4, 2022
Addendum No. 1**

The following responses address questions submitted by vendors on February 1, 2022, February 2, 2022, and February 3, 2022; responses to the questions are indicated in bold. If you feel that a question has not been addressed, please contact Reed Beebe at purchasing@smsd.org as soon as possible.

1. On page 14, the RFP requires umbrella liability coverage with a minimum of \$14,000,000 per occurrence and annual aggregate. The minimum of 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. Would the District consider reducing the total liability insurance requirement from \$15,000,000 to \$5,000,000 to better reflect industry standards for alternative student transportation.

After reviewing the District's insurance requirements, and the insurance requirements of other school districts for comparable services, the District is amending the insurance requirements listed in the RFP (see "Change to RFP" section below).

2. Due to the reduced passenger capacity of the requested vehicles, will the District eliminate the \$14 million umbrella insurance requirement and revert to the standard \$1 million CSL auto liability coverage?

After reviewing the District's insurance requirements, and the insurance requirements of other school districts for comparable services, the District is amending the insurance requirements listed in the RFP (see "Change to RFP" section below).

3. Is it possible to get a copy of the current/prior vendor contract for this service?

Yes; a copy of the current contract, along with other contract information presented at the District's June 28, 2021 Board of Education meeting, can be found at the following site:
<https://go.boarddocs.com/ks/smsd/Board.nsf/goto?open&id=C3TRTJ66D193>

4. Will the District consider alternate pricing proposals that are consistent with what more than 12 metropolitan Kansas City area school districts utilize to provide McKinney Vento transportation?

To allow for an equivalent initial cost comparison of all proposals, the District would like all pricing proposals to be submitted in the required format and structure outlined in the RFP's Attachment C. However, the District may consider clearly labeled alternative pricing proposals that are submitted in addition to the desired pricing model outlined in Attachment C.

5. Will the District consider the use of sedans along with minivans?

To clarify, the District desires that vehicles have a minimum seven-passenger transport capacity, hence the desire for vans. However, the District may consider proposals that include sedans and minivans as an alternative pricing option, so long as these alternative vehicles meet the District's desired seven-passenger transport capacity and other vehicle requirements outlined in the RFP.

6. I assume questions and responses for the RFP will be issued through an addendum. If so, will the addendum be sent out to those the District has invited to submit proposals, or must we obtain the addendum by checking on the District's website?

As noted on page one of the RFP ("Official Contact" and "Addenda/Cancellation"), the District will address questions via addenda that will be posted on the District's website. For vendors that have submitted questions related to the RFP, the District, as a courtesy, will attempt to contact those vendors to let them know that an addendum has been posted that addresses their respective questions; however, the District will not send general emails to vendors, previously contacted about the RFP opportunity, regarding any issued addenda. All vendors are responsible for checking the District's website for any addenda related to the RFP.

7. Will the District award any preference points for firms that are certified as Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) firms?

The District encourages Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Disadvantaged Business Enterprise (DBE) firms to submit proposals in response to the RFP. However, the District will not award any preference points for MBE, WBE, or DBE firms in its evaluation of proposals.

CHANGE TO RFP:

As noted in the responses to questions one and two above, the District hereby amends the insurance requirements on page 14 of the RFP (see strikethroughs below), replacing these sections with the desired "Insurance" clause listed in bold below:

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).~~

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.**

End of Addendum No. 1