

REQUEST FOR PROPOSAL

for
Student Transportation Services
for
the Park Hill School District

Park Hill School District
9501 N. Seymour Ave.
Kansas City, MO 64153

NOTICE TO STUDENT TRANSPORTATION VENDORS

A. INVITATION TO SUBMIT PROPOSALS

Notice is hereby given that the Park Hill School District hereinafter referred to as DISTRICT, will receive sealed proposals up to but no later than 02:00 PM CST on Wednesday, September 25, 2024, for comprehensive student transportation services beginning July 1, 2025.

As a part of this contract, the DISTRICT is structured for a multi-tiered bus routing system for the 2025-2026 school year.

The DISTRICT K-12 enrollment is currently 11,573 students. Transportation is offered to all students outside of the defined transportation boundary, with approximately 60% to 65% ridership daily. Currently, the DISTRICT runs approximately sixty-one (61) regular education Triple -routes, and twenty-seven 27 double or triple routes to support students with special needs. In addition, approximately thirty (30) daily shuttles are run to support programs between schools and outside district boundaries. The DISTRICT also offers transportation to all students outside of the transportation boundary during summer school, approximately sixty-four (64) single, double or triple-routes.

Sealed proposals shall be received at the Park Hill School District and addressed to:

*Jim Rich
Director of Operations
9501 N Seymour Ave.
Kansas City, Missouri 64153
816-359-4100*

Sealed proposals must be returned on the form(s) provided, with “Sealed Proposal-Student Transportation Services” clearly on the label. A proposal must consist of all pages of the proposal request including the signature page of the proposal, signed by an authorized representative of the firm. A single hard-copy and an electronic copy of the proposal (in PDF format) must be submitted. Non-conformance with these instructions may be grounds for rejection of proposal.

Any proposal not received by 02:00 PM CST on Wednesday, September 25, 2024, at the above address will be rejected, unopened and returned. No oral, telephone, or telegraphic proposals will be considered.

District Publishes Proposal Specifications: Friday, September 6, 2024, 01:00 PM CST

Pre-proposal Meeting (Required): Wednesday, September 11, 2024, 10:00 AM CST

Proposal Closing Date: Wednesday, September 25, 2024, 02:00 PM CST

A bid bond must accompany the sealed proposals in the amount of 5% of highest proposed amount annual home-to-school base cost. All security deposits received will be refunded except when a contract offered by the District is rejected by the selected Proposer. CASHIER'S CHECKS ARE NOT ACCEPTABLE SECURITY. An approved surety, duly licensed and authorized to transact business in the State of Missouri, in a form and content acceptable to the District must issue the bid bond.

B. PROPOSAL TIMELINES AND KEY DATES

The DISTRICT will use the following dates and times for the Request for Proposal, which includes submitting specifications, responding to PROPOSERS, and evaluation, selection and Board of Education approval of proposals. The DISTRICT may change these dates if necessary and will communicate any changes to PROPOSERS via the district website.

Date	Time	Activity
Friday, August 30, 2024	12:00 PM CST	Invitations sent to area Providers
Friday, September 6, 2024	01:00 PM CST	District Publishes Proposal Specifications on the District's website at: https://www.parkhill.k12.mo.us/requests-for-proposals (Go to Requests for Proposals; Operations; 2025 Student Transportation Services).
Tuesday, September 10, 2024	01:00 PM CST	Written questions from PROPOSERS due to DISTRICT (Responses Provided at Pre-Proposal Meeting)
Wednesday, September 11, 2024	10:00 AM CST	Pre-proposal Meeting (Required)
Monday, September 16, 2024	10:00 AM CST	Final written questions from PROPOSERS due to DISTRICT. No questions will be received by the DISTRICT after this date.
Wednesday, September 18, 2024	01:00 PM CST	Final written responses to questions provided to PROPOSERS by the DISTRICT.
Wednesday, September 25, 2024	02:00 PM CST	Proposals Due. A single hard copy and an electronic copy of the proposal (in PDF format) must be submitted.
Thursday, October 3, 2024	01:00 PM CST	Interview(s) with Select PROPOSER(s) (if necessary)
Thursday, October 10, 2024	07:00 PM CST	Recommendation to the Park Hill Board of Education (First Read)
Thursday, November 14, 2024	7:00 PM CST	Final Recommendation to the Park Hill Board of Education

C. PROPOSAL CHECKLIST

To help ensure that you include all the materials necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the “Verified” column indicating that the item is included in your bid proposal packet.

Verified	Description of Item
_____	Proposal Submitted by Form (G11)
_____	Price Schedule (G1)
_____	Proposal Questionnaires Submittals 1-23 (G2)
_____	Proposer Certification Form (G3)
_____	Bid Bond Certification Form (G4)
_____	Workers’ Compensation Certificate (G5)
_____	Evidence of Insurance or Insurability (G6)
_____	Federal Work Authorization Form (G7)
_____	Affidavit of Non-Collusion (G8)
_____	Conflict of Interest Questionnaire (G9)
_____	W-9 (G10)

D. TERMS & CONDITIONS

D1. Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent of the District. Reproduction of District documents is permitted, so long as reproduced copies are the same in size, format and content as forms prepared by the District. Any proposal submitted in altered form shall result in rejection of such proposal at the option of the District.

The District proposal packet includes the following documents:

- A. INVITATION TO SUBMIT PROPOSALS**
- B. PROPOSAL TIMELINES AND KEY DATES**
- C. PROPOSAL CHECKLIST**
- D. TERMS & CONDITIONS**

- D1. Use of District Documents*
- D2. Inspection of District Documents*
- D3. Pre-Proposal Meeting*
- D4. Questions and Clarifications*
- D5. Submitting Proposals*
- D6. Erasures or Corrections to Entries*
- D7. Withdrawal or Amendment of Submitted Proposal*
- D8. Alternate Proposals*
- D9. "Proposal Submitted by" Document*
- D10. Proposal Security*
- D11. Agreement Document*
- D12. Pricing*
- D13. Payment and Retainage*
- D14. Selection*
- D15. Law, Ordinances, Regulations, Standards, and Policy*
- D16. Rejection of Proposal and Waiver of Irregularities*
- D17. Termination of Agreement*
- D18. Liquidated Damages*
- D19. Performance Bond*
- D20. Obtaining Information*
- D21. Scope and Meaning*
- D22. Proposal Costs*
- D23. Proposal Disclosure*

- D24. *Notification*
- D25. *Agreement to Interview Current Employees*
- D26. *Staffing Plan*
- D27. *Transportation Information*
- D28. *Fuel Purchase*
- D29. *Use of the District Transportation Center*
- D30. *Maintenance*
- D31. *Vehicles*
- D32. *Equipment*
- D33. *Assignment*
- D34. *Student/Passenger Behavior*
- D35. *Route Criteria Goals*

E. SPECIFICATIONS FOR PROVIDING STUDENT TRANSPORTATION

- E1. *Scope of Student Transportation Services*
- E2. *Bus Routes*
- E3. *Current Transportation Provider*
- E4. *Bus Stops*
- E5. *Students Transported*
- E6. *Transportation Data*
- E7. *Equipment and Personnel*
- E8. *Vehicle Requirements*
- E9. *School Bus Fleet & Equipment*
- E10. *Bus Routing Software & Route Systems*
- E11. *Bus Safety Systems*
- E12. *Communication with School District and Community*
- E13. *District Transportation Personnel*
- E14. *Bus Drivers and Staffing*
- E15. *Student Discipline Issues*
- E16. *Bus Video Capture and Archiving System*
- E17. *Wireless Access on School Buses*
- E18. *Computers and Computer Network*
- E19. *District Transportation Center*
- E20. *GPS Systems*
- E21. *Student Tracking*
- E22. *Parent Tracking Application*

E23. *Student Behavior Tracking System*

E24. *Insurance Reports*

E25. *Reports*

E26. *Two-Way Radio System*

F. EVALUATION OF PROPOSALS

F1. *Minimum Requirements for Selection*

F2. *Evaluation of Proposals and Award of Contract*

F3. *Proposer Interviews*

F4. *Negotiation*

G. PROPOSAL FORMS

G1. *Price Schedule*

G2. *Proposal Questionnaires Submittals 1-23*

G3. *Proposer Certification Form*

G4. *Bid Bond Certification Form*

G5. *Workers' Compensation Certificate*

G6. *Evidence of Insurance or Insurability*

G7. *Federal Work Authorization Form*

G8. *Affidavit of Non-Collusion*

G9. *Conflict of Interest Questionnaire*

G10. *W-9*

G11. *Proposal Submitted By Form*

H. APPENDIX

H1. *General District Information*

H2. *Legal Boundary Area and Attendance Map*

H3. *District Calendar & School Hours*

H4. *District Transportation Center*

H5. *2023-2024 Routes*

H6. *Data Privacy Agreement*

D2. Inspection of District Documents

- D2a. Each Proposer receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Proposer.
- D2b. The failure or neglect of Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve Proposer from obligations with respect to the proposal. The submission of a proposal shall be taken as evidence of compliance with this section.
- D2c. Receipt of addenda to the proposal documents by a Proposer must be acknowledged on the proposal or by letter or e-mail received before the time proposals are due.

D3. Pre-Proposal Meeting

A representative(s) from interested Proposers is required to attend a pre-proposal meeting held on Wednesday, September 11, 2024 at the Park Hill School District. The meeting will be held at 10:00 AM CST at the following location:

Park Hill School District
Support Services Center
9501 N. Seymour Ave.
Kansas City, Missouri
64153

Specifications within the RFP and answers to Proposers' questions will be reviewed and discussed. Questions may be emailed prior to the Pre-Proposal Meeting (See D4). These questions will be addressed during the Pre-Proposal meeting.

D4. Questions and Clarifications

Proposers will be allowed to submit a first-round of questions until 01:00 PM CST, Tuesday, September 10, 2024. All first-round questions and answers will be provided to all PROPOSERS at the pre-proposal meeting scheduled for 10:00 AM CST, Wednesday, September 11, 2024.

Questions may be submitted via email to Jim Rich, Director of Operations, at richj@parkhill.k12.mo.us.

Proposers will be allowed to submit a second-round of questions until 10:00 AM CST, Monday, September 16, 2024. All second-round questions and answers will be provided to all PROPOSERS via email by 01:00 PM CST, Wednesday, September 18, 2024.

D5. Submitting Proposals

- D5a. Proposals must be received by the District no later than 02:00 PM CST., Wednesday, September 25, 2024. Sealed proposals shall be received at the Park Hill School District and addressed to:

Jim Rich
Director of Operations
9501 N. Seymour Ave.
Kansas City, Missouri 64153
816-359-4100

Proposals will be date and time stamped upon receipt. Any proposals received after this time shall be returned unopened.

A single hard copy and an electronic copy of the proposal (in PDF format) must be submitted.

- D5b. Each Proposer must submit a proposal in a sealed envelope. The envelope marked with the Proposer's name, address, and the words "Sealed Proposal-Student Transportation Services" must contain:

- "Proposal Submitted By" Form
- Price Schedule
- Proposal Questionnaires Submittals 1-23
- Proposer Certification Form
- Bid Bond Certification Form
- Workers' Compensation Certificate
- Evidence of Insurance or Insurability
- Federal Work Authorization Form
- Affidavit of non-collusion
- Conflict of Interest Questionnaire
- W-9

The right is reserved, as the interests of the District may require, to revise or amend the specifications prior to the date set for opening proposals. An addendum or addenda to this Request, if any, will announce such revisions and amendments for Proposal. If the revisions and amendments are of a nature which requires material changes in quantities or prices proposed or both, the date set for the opening proposals may be postponed by such number of days as in the opinion of the District will enable proposers to revise their proposals. In such cases, the addendum will include an announcement of the new date for opening proposals.

D6. Erasures or Corrections to Entries

- D6a. The proposal submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and understanding of the proposal.

D6b. If correction of an unintended entry is desired such correction must be legible and clearly authenticated by initials of the person signing the proposal. Illegible or unauthenticated corrections may result in rejection of the proposal at the option of the District.

D7. Withdrawal or Amendment of Submitted Proposal

D7a. Any proposal, which has been submitted, may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and be received by the District prior to the scheduled time for opening of proposals.

D7b. No amendment, addendum or modification shall be accepted after the deadline for submitting the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for opening of proposals.

D7c. No Proposer may have more than one proposal on file with the District.

D7d. After the scheduled time for opening of proposals, proposals may not be withdrawn for 60 days.

D8. Alternate Proposals

Alternate proposals from any Proposer are acceptable only if such proposals are submitted in accordance with the format and timelines stipulated by the District in this Request for Proposal (RFP). Any such alternate proposals submitted must be clearly marked and identified as an alternate proposal on the exterior of the sealed envelope in which it is submitted. Any Proposer may submit alternate proposals in addition to what is specifically outlined in this RFP, or only alternate proposals if so desired.

D9. “*Proposal Submitted by*” Document

This is the last page of this Request for Proposal. The document should be filled out completely and be placed as the first page of the Vendor’s response document.

D10. Proposal Security

D10a. A bid bond must accompany each sealed proposal in the minimum amount of 5% of proposed annual home-to-school base cost. CASHIER'S CHECKS ARE NOT ACCEPTABLE SECURITY.

D10b. Proposal security received by the District will be returned within ten days for all proposals rejected by the District. Proposal security for a Proposer's proposal under consideration by the District will be returned within 60 days following the opening of proposals if the District does not accept the Proposer’s proposal.

D10c. If a Proposer's proposal is accepted by the District and a contract is offered pursuant to the terms of the invitation, but the Proposer does not execute a contract within ten days from the date of offer of a contract, the District may declare such Proposer's proposal security forfeited to the District.

D11. Agreement Document

- D11a. By submitting a proposal, each Proposer acknowledges and agrees that if the District selects the Proposer, the District and Proposer will execute an agreement with a term of three years for a period beginning July 1, 2025 and ending June 30, 2028, with an option to renew up to two additional years.
- D11b. The District reserves the right to prepare and provide the agreement to the Proposer for mutual consideration and execution.

D12. Pricing

- D12a. Proposer shall provide a firm price for years one, two, and three of the contract, and a not to exceed percentage for years 4 and 5. Pricing must be shown on the enclosed bid forms.

D13. Payment and Retainage

- D13a. The District is exempt from sales tax and use taxes. Taxes shall not be listed in a proposal or on invoices. A copy of the letter exempting the District from paying these taxes is available from the District upon request by the Proposer.
- D13b. A payment schedule shall be decided on with the chosen Proposer. Said schedule shall be part of the contract between the Proposer and District.
- D13c. There shall be no hidden costs associated with this proposal. If the Proposer foresees any additional or unexpected costs or charges to be made, these charges need to be explained in the proposal.
- D13d. Purchasing and payments shall be in accordance with Board policy DJF as outlined in administrative procedure DJF-AP1. This procedure can be found on the District [website](#).

D14. Selection

- D14a. The District will utilize selection criteria outlined in Section F: EVALUATION OF PROPOSALS. The District will select the lowest, best bid according to Board Policy.

D15. Law, Ordinances, Regulations, Standards, and Policy

- D15a. Federal and State laws, Local ordinances, Regulations and Standards of the Missouri Department of Elementary and Secondary Education, and Board policies apply to contracted services. No portion of any master service agreement or contract may defy these laws, ordinances, and policies. Any such portion of a master service agreement or contract that does defy these laws, ordinances, and policies will be considered null and void.

D16. Rejection of Proposal and Waiver of Irregularities

- D16a. The District reserves the right to reject any or all proposals. The District also reserves the right to select any proposal which the District believes is in the best interest of the District and which may not represent the lowest prices submitted or contains proposal irregularities.

D16b. The District reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.

D16c. Proposals including any additional information other than what is requested may be rejected.

D16d. Proposals not following indicated format and/or incomplete may be rejected.

D17. Termination of Agreement

D17a. If through any cause, the Proposer fails to fulfill in a timely and proper manner any of its obligations under this agreement, or if the Proposer violates any of the covenants, agreements, terms, or stipulations of this agreement, the District shall have the right to terminate this agreement by giving written notice to the Proposer at least thirty (30) days prior to the effective termination date. In that event, the Proposer shall be entitled to receive compensation owed for any services satisfactorily completed prior to termination. Notwithstanding the above, the Proposer shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this agreement by the Proposer, and the District may withhold any payments to the Proposer until such time as the exact amount of damage due to the District from the Proposer is determined.

D18. Liquidated Damages

The following is a schedule explaining how the District may collect liquidated damages.

D18a. The District may assess liquidated damages in the amount of 500% of the price for a complete daily triple route (AM & PM) or trip for each of the following deficiencies:

- Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment)
- Unattended child left on bus.

D18b. The District may assess liquidated damages in the amount of 100% of the price for a complete daily route (AM & PM) or trip for each of the following deficiencies:

- Missed route – Route not run or combined (“doubled-up”) with another route.
- Running out of fuel while on route.
- Driver operating without the use of a seat belt.
- Failure to provide equipment for the securement of a student as required by IEP.
- Failure to secure a student as required by IEP.
- Unreported accident with students on bus within 30 minutes of accident.
- Intentional operation of an overloaded bus. (Overload equals greater number than manufacturers capacity)

D18c. The District may assess liquidated damages in the amount of 75% of the price for a complete daily route (AM & PM) or trip for each of the following deficiencies:

- Late bus – Arriving at school 21 minutes or more after scheduled school start time. (Circumstances must be within Proposer’s control)
- Failure to meet assigned equipment size requirement for route.

D18d. The District may assess liquidated damages in the amount of 50% of the price for a daily route (AM & PM) or trip for each of the following deficiencies:

- Unauthorized deviations from route.
- Unauthorized stop.
- Late bus – Arriving at school 10 to 20 minutes after scheduled school start time. (Circumstances must be within Proposer's control.)
- Inoperable air conditioning on any bus equipped with air conditioning for each day equipment is operated. (Damaged prior to dispatch)
- Inoperable lift on Special Needs buses for each day equipment is operated. (Damaged prior to dispatch)
- Inoperable radio on bus for each day equipment is operated. (Damaged prior to dispatch or turned off by driver)
- Failure to provide requested video within 24 business hours after receipt of request or operating a bus with an inoperable video camera system.
- Failure to provide a seating chart on required routes

D18e. The District may assess liquidated damages in the amount of 25% of the price for a daily route (AM & PM) or trip for each for the following deficiencies:

- Equipment age infraction for each day equipment is operated.
- Operating equipment without proper route number identification for each day equipment is operated.
- Student ridership tracking system is not utilized to agreed upon minimum district standards.
- Failure to operate a bus with an operable high-speed wireless internet (wi-fi) system.
- Late bus – Arriving at school 1 to 9 minutes after scheduled school start time. (Circumstances must be within the Proposer's control.)

D18f. The District may assess liquidated damages in the amount of \$100 per day for the following deficiencies:

- Inability to staff at level of 95% of Proposer's contracted Staffing Plan levels.

All liquidated damages allowed under this section shall be deducted by the District, provided, however the District must notify the Proposer of damages it intends to take within thirty (30) days of the occurrence giving rise to the claimed damage so the Proposer may have the opportunity to establish that the problem giving rise to the claimed damage was due to circumstances beyond Proposer's control.

If the District fails to alert the Proposer within thirty (30) days of any damages it intends to take, those credits will be waived. Furthermore, the Proposer will not be responsible for liquidated damages claimed due to any listed defaults during the first fifteen (15) days of a school year or the first ten (10) days of Summer School/ESY.

D19. Performance Bond

D19a. The District will require, as a condition to granting a contract award, receipt of a renewable annual performance bond naming the District as obligee or beneficiary. An approved surety duly licensed and authorized to transact business in the State of Missouri, in a form and content acceptable to the District must issue the performance bond. The cost of such bond shall be stated separately on the bid form and shall not be included in Proposer's calculations in arriving at service prices per day.

- D19b. In particular, the Proposer shall furnish a performance bond in face amount of \$1,000,000 to guarantee its performance under this agreement. The bond shall be supplied by a surety bonding company approved by the District.
- D19c. In lieu of a performance bond under this agreement, the Proposer will deposit the sum of \$100,000 with Commerce Bank, Kansas City, Platte County I-29 Branch, pursuant to an Escrow Agreement executed by the parties. The Proposer shall pay the required funds of \$100,000 to the Escrow Agent by May 1, 2025. Said Escrow Agreement guarantees the performance of the Proposer, and any damages sustained by the District, by reason of the default of the Proposer, in excess of said \$100,000 shall be recoverable by the District, in addition to said funds held in escrow.

D20. Obtaining Information

- D20a. Outside Sources: The District reserves the right to obtain from any and all sources, information concerning a Proposer which the District deems pertinent to this RFP and to consider such information in evaluating the proposal.
- D20b. Inspections: The District reserves the right to make on-site inspections of the Proposer's installations and any proposed sub-Proposer's facilities which the District deems pertinent and necessary to evaluate the proposal and to consider any information received from such inspection in evaluating the proposal.

D21. Scope and Meaning

- D21a. If the scope of the purchase changes substantially, the district will rebid the product or service unless otherwise provided in this procedure.
- D21b. The District reserves the right to reduce or increase numbers of items or services for the original request for proposal.
- D21c. Should any differences arise as to the meaning or intent of the specifications, the District's decision shall be final and conclusive.

D22. Proposal Costs

- D22a. The District shall not be liable for any cost incurred by a Proposer in the preparation or delivery of its response to this RFP or for any other costs incurred because of this RFP.

D23. Proposal Disclosure

- D23a. All proposals received shall remain confidential until the District and the apparent successful Proposer sign a contract resulting from this RFP; thereafter the proposal shall be deemed a public record. In the event that a Proposer desires to claim that portions of its proposal are exempt from disclosure, it is incumbent upon the Proposer to identify those portions in its transmittal letter. The transmittal letter must identify the page, the particular exemptions(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.

D23b. The District will consider a Proposer's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a Proposer that an entire volume of its proposal is exempt from disclosure will not be honored.

D23c. Until a contract resulting from this RFP is executed, no employee, agent or representative of any Proposer shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in this RFP or in writing by the District for the purposes of clarification, evaluation and/or negotiation.

D23d. Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this RFP or any bid and/or contract or work resulting there from without the prior written approval of the District, and then only in cooperation with the District.

D24. Notification

D24a. Firms whose proposals have not been selected for further negotiation or award will be notified in writing at the address given in the proposal.

D25. Agreement to Interview Current Employees

D25a. By submitting a proposal in response to this RFP, the proposer thereby agrees to interview all transportation employees working for the current transportation provider.

D26. Staffing Plan

D26a. Proposer shall submit a staffing plan that clearly shows how the daily operations will be managed during the normal hours of operation and during any emergency or out-of-hours situation that may arise.

D27. Transportation Information

D27a. Current transportation information contained within this document is provided to assist Proposers in formulating their proposals. The District cautions, however, that the information is approximate. The District makes no warranty or representation about its accuracy, and the District does not intend any Proposer to rely on the accuracy of the information in submitting the proposal.

D28. Fuel Purchase

D28a. The District will be responsible for providing all fuel and Diesel Exhaust Fluid utilized under the terms of this agreement. The Proposer will supply all liquids and lubricants (with the exception of vehicle fuel and Diesel Exhaust Fluid) needed in the performance of the Contract.

D28b. Fuel and Diesel Exhaust Fluid provided by the District shall not be used for miles traveled for non-tax exempt purposes.

D28c. If Proposer uses buses for transportation services not subject to the Agreement but for tax-exempt purposes, Proposer must report the miles traveled by those buses and credit District for the cost of the District's fuel used, based upon reasonable miles per gallon calculations.

D29. Use of the District Transportation Center

D29a. The District hereby grants the Proposer the nonexclusive right to use the District's Transportation Center in the conduct of its operations. The Proposer shall comply with all federal, state, and local environmental quality laws and rules.

D29b. Full specifications of the transportation facility are provided in the appendix of this document under District Transportation Center (H4).

D30. Maintenance

- D30a. The Proposer must supply vehicles that meet or exceed all state and federal requirements and laws.
- D30b. The Proposer shall maintain all vehicles in a clean, non-offensive smelling, safe and reliable mechanical condition.
- D30c. Proposer shall maintain interior and exterior appearance of the buses to district standards. This will include but is not limited to paint (with special attention to hood), body, seats, flooring, etc. and provide maintenance to minimize oxidation and fading of paint. The district reserves the right to remove any bus from service based upon these standards.
- D30d. The Proposer shall provide to the District, upon request, a list of vehicles used under this contract which states the vehicle number, license number, model year and odometer reading, passenger capacity, fuel type, air conditioned or not, W/C lift or not, and assignment (route, spare, ETC.).

D31. Vehicles

- D31a. The Proposer will supply all vehicles required to execute the agreement.

D32. Equipment

- D32a. All buses will be equipped with two-way radios. The Proposer will be responsible for providing and maintaining all two-way radios and base radio(s). The Proposer will secure and renew proper FCC licensing and provide and maintain repeater(s) to reach all District routes.
- D32b. All buses will be equipped with a minimum of three internal HD video cameras.
(1 on bulkhead, 1 mid-cabin and 1 on the driver).
- D32c. All buses will be equipped with active GPS tracking capabilities.
- D32d. All buses will be equipped with Zonar ZPass or comparable student tracking hardware.
- D32e. All buses will be equipped with stop arms on the front and rear of the bus.
- D32f. All buses will be equipped with crossing arm.
- D32g. All buses will be equipped with strobe light.
- D32h. All buses will be equipped with child check equipment.
- D32i. All buses will be equipped with high-speed wireless access for District student laptops.
- D32j. All buses will be compatible with the “Here Comes the Bus” app or a comparable parent app.
- D32k. All buses will be equipped with air conditioning.
- D32l. All buses will not be equipped with seat belts or 3 point safety belts.

D33. Assignment

- D33a. The contract will not be transferred or assigned to another vendor or Proposer without the prior written consent of the District. If the District approves a transfer or assignment of this agreement, all terms and conditions of this agreement, and addenda to this agreement, shall be honored throughout the term and option periods of the agreement.

D34. Student/Passenger Behavior

D34a. The District Board of Education shall publish a code of conduct for students who ride school buses. The board approved conduct code shall be enforced by the Proposer's staff of drivers at all times. The driver will write the rider up and the District's personnel will be responsible for taking the appropriate disciplinary action.

D35. Route Criteria Goals

D35a. Routing will be established by the Proposer and approved by the District. Proposer agrees to make routes that will ensure a student on a normal home to school route, will not be on a bus longer than 45-minutes unless pre-approved by the District.

E. SPECIFICATIONS FOR PROVIDING STUDENT TRANSPORTATION

E1. Scope of Student Transportation Services

E1a. The Proposer shall provide the transportation herein designated each school day of the school year as established by the District. School closings and snow routes for inclement weather shall be determined by school officials with input from the Proposer.

E1b. The Proposer shall provide bus transportation to all students of the District for whom the District shall order such service. This shall include but not be limited to transportation to and from school and supplemental transportation. The Proposer shall provide the following basic school bus transportation services:

1. Provide transportation to and from school for all students enrolled in kindergarten through grade 12, if that school is in the attendance area which they reside. Pre-K and identified special education students may require door to door transportation.
2. Provide transportation for all disabled students from their residence to and from the school in which they attend if specified in their IEP.
3. Shuttles to include transporting students from one address located within district boundaries to another address located within district boundaries (not to include home-to-school). (Tiffany Greens Golf Course and Northland Career Center in Platte City. are to be considered “within district boundaries”)
4. Transporting students to LEAD Innovation Center, Northland Career Center in Platte City should be incorporated into regular education routes when possible.
5. Routes from school to home serving after-school programs at all levels, such as intramurals, reading clubs, tutoring, etc.
6. Shuttles transporting students to off-campus athletic practices (i.e. tennis, baseball, swimming, and golf).
7. Transporting SPED students to out of district locations. Additional training may be necessary for the drivers/monitors for these routes (paid for by the Proposer).
8. Unique routes to support K-12 summer school program.

E1c. School closings for inclement weather shall be determined by district officials with input from the Proposer whenever. . .

1. Inclement weather or impassibility of roads occur.
2. School is cancelled or delayed.
3. The school day is scheduled other than regular start or end times.
4. School is dismissed early for any reason.

District shall notify Proposer no later than 5:30 AM on the day of such cancellation or delay or not later than two hours before an early dismissal.

E2. Bus Routes

- E2a. All routes and schedules must be approved by the District. The District reserves the right to revise routes or schedules at any time during the school year.
- E2b. The Proposer must obtain written approval prior to adding a bus once the initial routing has determined the number of buses required to transport eligible students.
- E2c. The Proposer shall furnish the District at the beginning of each school year typed itineraries of all approved routes before transporting students. The Proposer and the District shall make any necessary changes to the bus routes in order to accommodate the needs of the District. Any route operated without a current route itinerary on file with the District will be subject to non-payment.
- E2d. The Proposer shall furnish each driver with a typed route itinerary that indicates all pick-up locations, times, directions between pick-ups and school destinations, as well as student names at each designated pick-up point within a time frame mutually agreed upon between the District and Proposer. A current route itinerary shall be on each bus while transporting students, as well as on file with the District.
- E2e. The Proposer must conduct a minimum of three mandatory practice runs of all routes prior to the beginning of a new school year and summer school for both AM and PM at the scheduled time of the route. All mandatory runs must be complete prior to transporting students on the route. The Proposer shall not be compensated for the practice runs. Practice runs shall be continued until the District is satisfied with the route's timing and efficiency of the route. Liquidated damages equal to the cost of a single route, will be assessed for each practice route not completed.
- E2f. Students shall arrive at school no more than 20 minutes prior to the official starting time for that school.

E3. Current Transportation Provider

- E3a. The Park Hill School District currently contracts with First Student. The current contract for transportation services ends in June 2025.

E4. Bus Stops

- E4a. As a rule, the bus will stop for students at points which will require no student to walk more than ½ mile. Dead end streets or roads, or other unusual situations may result in an exception to this rule. The final decision on bus stops is the District's.

E5. Students Transported

- E5a. The number of students transported on any bus shall not exceed Missouri Department of Elementary and Secondary Education Guidelines and/or the manufacturer's rating capacity. In all cases the number of students assigned to ride any bus must be acceptable to the District.
- E5b. The District requires that any bus providing service to middle school or high school age children will not exceed 60% of the manufacturers rated capacity. Also, the District requires that any bus providing service to elementary school age children will not exceed 70% of the manufacturers rated capacity.
- E5c. The parties understand and agree that the District makes no guarantee or any assurance to the Proposer of the number of students within the District who will be or become passengers of the service provided by the Proposer.
- E5d. The Proposer will regularly provide to the District updated bus seating charts, approved by school administration, beginning in the second week of school for all students K-8.

E6. Transportation Data

- E6a. All data pertaining to the district such as mileage and headcount reports, routing information, etc., shall be the property of the District. The Proposer will become familiar with the district's Data Privacy Agreement found as *Appendix H6*.

E7. Equipment and Personnel

- E7a. Under the terms of this contract Proposer agrees to perform and provide equipment and personnel necessary for the specified transportation service for the three-year period beginning with the school year 2025-2026 and ending with the 2027-2028 school year.

E8. Vehicle Requirements

- E8a. The vehicles used for transporting Students shall meet all the requirements of the Missouri Department of Elementary and Secondary Education, and the laws of the State of Missouri. Said vehicles or buses shall be subject to inspection at all times, as to the condition of the buses and overloading, by school officials of the District, law enforcement agencies, or any person designated by the Board of Education to inspect same. Any vehicle not meeting these requirements shall be immobilized until the requirements have been met.
- E8b. Enough vehicles shall be operated so as to necessitate no Student being on the bus longer than 45 minutes to school or home from school for regular routes.

E9. School Bus Fleet & Equipment

- E9a. All buses shall be powered by diesel or gasoline engines unless otherwise approved by District personnel.
- E9b. It is required that all Special Needs and Regular Education buses be air-conditioned with front and rear units.
- E9c. The Proposer agrees that a minimum of 10% extra buses of each bus type shall be provided and available in the District in order to meet normal and emergency breakdowns, mechanical failures, emergency situations. The number of spare buses must be stated in the proposal for all types of buses. This equipment shall not be used as trip buses.
- E9d. The Proposer agrees that sufficient extra buses shall be provided and available in the District in order to meet requirements for route-time (prime-time) trips, shuttles, field and athletic trips, and any supplementary services that may be required by the District. The number of spare buses must be stated in the bid for all types of buses and should be a minimum of 15. This equipment shall not be used as spare buses.
- E9e. No bus will be older than twelve (12) years of age as of the first day of school. The Proposer will maintain the average age of buses at no more than seven (7) years of age.
- E9f. The Proposer acknowledges and agrees that the fleet of regular route vehicles used in the performance of the contract will be comprised of a combination seventy-one (71), or seventy-two (72) passenger school buses. Conventional body style buses are preferred. The Proposer's Manager and the District's Transportation Coordinator will meet and agree on vehicle replacements each year. Proposer agrees to meet the following fleet requirements and replacement schedule for full size buses before the first day of school for each of the school years.

E9g. All buses shall meet the following guidelines:

- Crossing arm
- Front and rear stop arms
- White reflective roof
- Tinted windows
- Acoustical ceilings
- Power mirrors
- Heated mirrors
- Non-functioning AM/FM radio
- Air Conditioning

E9h. All buses shall be maintained in excellent mechanical condition to provide consistently safe transportation. The Proposer shall furnish to the District any and all maintenance records of its buses for inspection at any time. The District shall have the right to inspect any of the buses at any time, and may require the removal of any bus from service that does not meet the performance standards of the District.

E9i. Proposer will be responsible for the supply and upkeep of all car seats, harnesses/restraint systems mandated by Federal, State or Local law and/or are requested by the District.

E10. Bus Routing Software & Route Systems

E10a. A software computer routing program must be used. The Proposer's transportation software must have API's for both inbound and outbound interfaces the District's student information system, Infinite Campus. The transportation software must be able to automatically and accurately pull student information from Infinite Campus and push back any bus information from their system to Infinite Campus. The Director of Operations, Director of Technology and/or their designees must have access to the system. The District must approve the computer routing program selected by the Proposer. Proposer must provide in their proposal the name of the recommended transportation software and indicate how the software will integrate automatically with Infinite Campus. If provider offers multiple systems to choose from, please provide the name, integration method for all platforms available and the cost differences for each. The District expects information provided to Provider to be processed and updated automatically to Infinite Campus with accurate transportation data for each student (i.e. bus stops) within 24 hours. The student information pushed to Infinite Campus must include but is not limited to bus route, bus number, AM route, PM route, alternate routes, stop descriptions, times, intermural bus, and intramural bus stop.

E10b. The bus routing software/system should be setup to handle the regular school year and summer school separately. This means that the system will need to be able to route two different terms at the same time. Data will also need to be pushed to Infinite Campus for both terms to potentially update different bus numbers for the same student for the various terms.

E10c. Proposer will provide online route maps or be willing to provide the District with bus route files for the intent of providing online route maps. Ideally, the online maps will be interactive in nature.

E10d. The Proposer shall equip all buses with a mobile data "terminal" that provides audible turn-by-turn, stop-by-stop directions for all routes. Routes will be updated in near real-time so drivers are equipped with the latest route changes. Proposers will provide detail on this equipment and solution to the District.

E11. Bus Safety Systems

- E11a. The Proposer will use Child Check on all school buses. Immediately after the last student gets off the bus at the end of any trip, whether it be unloading students at school, dropping off the last student in the afternoon, unloading students on a field trip, charter, athletic trip, etc., the driver shall walk to the back of the bus, check for students and any items remaining on the bus.
- E11b. All buses must be pre-tripped daily. All mechanical problems must be reported to the appropriate personnel. Any bus that may be unsafe to drive must be placed out of commission until such issues/problems are repaired and the bus is determined safe for travel.

E12. Communication with School District and Community

- E12a. The Proposer will establish recurring meetings with school Principals and district staff to discuss student transportation topics at each school.
- E12b. Drivers and monitors will be required to meet with the school administration for the school they serve during the late summer or fall orientation meeting. In addition, all drivers and monitors are required to meet at the school they serve one (1) time per semester to attend training or have discussion groups.
- E12c. The Proposer must obtain prior approval from the District for any changes in regular transportation to student pick-up times, locations or routes and make necessary communication with impacted families.
- E12d. The Proposer will maintain open lines of communication with the District's Department of Technology by designating a contact person who can be relied upon to provide consistent communication regarding technology matters. Communications initiated from the District's Department of Technology shall be responded to within 24 hours to ensure timely resolution.

E13. District Transportation Personnel

- E13a. The district will employ a Transportation Coordinator and Transportation Specialist who will office at the Transportation Center. The Proposer's local staff will work closely with the District personnel on implementing the contract, handling customer feedback, and improving the overall service to district customers.

E14. Bus Drivers and Staffing

- E14a. Buses shall always be operated by qualified drivers/monitors. The Proposer shall insure that all drivers/monitors meet the following standards:
 - 1. Have a good driving record.
 - 2. Not have any type of conviction related to manufacturing and/or distribution of a controlled substance.
 - 3. No misdemeanor drug convictions related to personal use and/or possession.
 - 4. No felony conviction
 - 5. No conviction for behavior that involves violence or harm to a child.
 - 6. Not hire anyone with a felony who is still on active supervision or on parole.

7. Possess good mental and physical health, as shown by approved health certificates.
 8. Exhibit conduct that will be a positive influence on students.
 9. Meet all standards specified in the Missouri State Transportation Laws and Regulations and Standards of the Missouri Department of Elementary and Secondary Education.
 10. All drivers shall drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations. The Proposer agrees to notify both District Transportation personnel and also the Principal of the school or schools serviced by any bus that is involved in an accident. If the schedule is altered because of an accident, notification shall be made immediately after the accident has occurred.
- E14b. A sufficient number of spare drivers shall be employed to ensure that no bus fails to operate on schedule as a result of driver absences. In no case shall the number of spare drivers be less than one for each ten buses operated, or any portion thereof. The manager and dispatcher shall not be used as spare drivers except in emergency situations, with notification and approval by the District, due to the nature of their duties and the necessity for these employees to remain in the office.
- E14c. If the manager and dispatcher are used as spare drivers, as approved by the District, the Proposer shall have at least two employees remaining in the office for the purpose of answering the telephone and maintaining radio contact with the drivers. Exceptions must be approved by the District. The District reserves the right to request removal of any employee of the Proposer from servicing the District's contract.
- E14d. The Proposer shall supply trained bus monitors when requested by the District to be available for the morning, mid-day, and afternoon runs. Bus monitors shall be trained to perform the following duties:
1. Help maintain order loading and unloading students at school.
 2. Work with the bus driver as a team to maintain discipline and ensure a safe environment on the bus; record and report all inappropriate behavior, injuries, accidents, and incidents involving students. The Proposer will work collaboratively with the district staff to meet the needs of the students.
 3. Sit at the back of the bus or behind all students on the bus.
 4. Be familiar with transportation policies and procedures.
 5. Assist students with activities they cannot do themselves, such as fastening seatbelts, securing wheelchairs, and any other special devices.
- E14e. The Proposer shall ensure that all drivers have received comprehensive and thorough training, including actual bus driving experience, prior to transporting students. Regular training sessions for all drivers shall be conducted in the areas of safety, discipline on the bus, and emergency procedures. A written description of the driver training program shall be developed by the Proposer and provided to the District. The program must be acceptable to the District.
- E14f. Drivers and monitors are required to attend a one-hour behavior management class provided by the District one (1) time per semester. District reserves the right to amend this schedule as needed.

E15. Student Discipline Issues

- E15a. Bus drivers shall be responsible for the maintenance of discipline on buses. Serious and/or continuous disciplinary problems shall be reported to the principal of the school, or his or her designee, in which the student is enrolled. Only the District may discontinue the right of service for any student for any period of time.
- E15b. The Proposer will work with the District to implement the District initiatives that impact the students while they are riding the bus (i.e. PBIS, BIST, etc.).

E16. Bus Video Capture and Archiving System

- E16a. Proposers will provide the name of the system and detail on how video storage will operate. All buses must be equipped with live digital camera systems with video and audio capability. All buses must always have live cameras for the purpose of recording while the buses are transporting students. The video must show accurate date and time. The Proposer must keep all videos for a minimum of thirty (30) school days; thereafter, the video may be erased unless the District has submitted a request for a particular video. Proposer is responsible for supplying all video and repairing and/or replacing all components of the camera system. At no time will a bus operate with students on board without a live digital camera system. It is the District's preference that the digital camera system only allow designated staff to disarm/disconnect/power off any and all parts of the digital camera system. The Proposer is responsible for all costs associated with the camera system and shall provide requested video recordings no more than 24 hours after a request is received. Buses are required to have at least three (3) cameras. Systems on-board the buses must connect to District provided wireless access points in the bus lot upon each return trip to the District transportation facility. Once connected, new video footage should be downloaded automatically to a base storage station housed in the District transportation facility. The District and Vendor must develop and update processes and procedures for handling, reviewing, retaining and disclosing data recorded through the video cameras.

All camera systems must, at a minimum, include:

- High capacity hard-drive storage of no less than 30 days
- Cameras installed must always record in high-definition video (1080p or greater) and be capable of producing quality video in low light conditions; all video must be recorded in color
- Video footage must be associated with GPS location, vehicle speed, etc.
- Video must automatically be offloaded to a vendor provided base storage system when a vehicle pulls into range of the wireless system at the transportation facility.
- Secure enclosure that is accessible to only designated personnel.
- Electronic copy provided to all schools upon request.
- Audio is required for all cameras.

E17. Wireless Access on School Buses

E17a. Proposer must provide high speed wireless access for student laptop use on all buses. The wireless access should only be used for District provided student laptops. Provider must create a single wireless SSID with a name that is identical on each bus for student use. This SSID must be secured with at least WPA2 encryption and the password shared only with the District's Department of Technology so it can be setup on all student laptops for automatic authentication. Unlimited 4G service must be provided through the Verizon network with capability to add a second alternate network if additional speed is needed for fast and reliable access. Alternate primary network carriers may be proposed for consideration and may be accepted or rejected by the District. The Proposer must provide technical details about how the wireless access needs will be addressed.

E18. Computers and Computer Network

E18a. The Proposer's computers located within the District transportation facility will reside on the District network. The District will provide high speed internet access through both a wired and wireless Cisco network. The District's Cisco phone system will be used for internal and external voice communications. All computer programs used by the Proposer will be supported by the Proposer with assistance from the District's Department of Technology for firewall and remote access to District and Proposer resources.

E19. District Transportation Center

E19a. The Proposer will operate based out of the existing District transportation facility. The District will be responsible for maintenance of the transportation facility. The District will provide the building insurance on the facilities. The Proposer shall carry liability insurance related to the facilities. Such policy or policies must contain a Missouri endorsement limiting the District's coverage to the current statutory limits for public entities, but not to limit coverage for Proposer and individuals. These limits will be adjusted annually per the current statutes of the State of Missouri. Such policy shall include the District, its agents, servants, employees and its school board members as additional insured. During the life of this contract the District will provide furniture, custodial services, the maintenance/repair and upkeep of the facilities, including snow removal for the driveway and facilities used by the Proposer. The District will pay the total utilities and telephone cost for the transportation facilities, except that the Proposer shall pay its own cell phone costs. The Proposer shall pay for any damage to the transportation building and facilities of the District and its' contents, which occurs as a result of the negligence of the Proposer or its agents or employees during the term of the agreement. The District will insure the property under its general liability and property policy. The Proposer shall have full access to the facility and site for use during the term of this contract. Only services for the District and those agreed to by the District may be provided out of this facility.

A full description of the District Transportation Center is available in the [Appendix](#) of this document.

E20. GPS Systems

E20a. All buses will be equipped with live GPS. The District must have access to the GPS system at all times. GPS must be capable of, at a minimum, tracking and recording a buses' location, speed, idling time and any additional measurement that would be beneficial for the safe and timely transportation of students. The system must also have the capability of producing detailed path reports for all buses. The Director of Operations, Director of Technology and/or their designees must have administrative access to the system including all data within the platform. The GPS software must also be made available to District school staff as identified by the Director of Operations and/or the Director of Technology for purposes of locating students and buses. The Proposer is responsible for all costs associated with the GPS system, other than the computers used by the District. The District must approve the GPS system selected by the Proposer. Proposer must provide in bid response the name of the recommended GPS system and any other systems that may be offered.

E21. Student Tracking

E21a. The Proposer shall equip all buses with a student tracking system (Zonar ZPass or equivalent) to accurately identify ridership in real-time. The purchase, installation and maintenance of this system will be the sole responsibility of the Proposer. The District shall furnish student proximity cards that must work with Proposers system. The Proposer must collaborate with the District's Department of Technology staff to ensure the system selected works with the district's current proximity cards. The District must approve the student tracking system selected by the Proposer. Proposer must provide in the bid response the name of recommended student tracking system, any other systems that may be offered including the cost differences for each. Detailed features of each app proposed should be attached to Providers RFP response. The Director of Operations, Director of Technology and/or their designees must have administrative access to the system including all data within the platform. The student tracking system must also be made available to District school staff as identified by the Director of Operations and/or the Director of Technology for purposes of locating students based on badge scans. The District prefers that authentication for the system be single sign-on (SSO) capable through SAML technology. If this is not possible, LDAP authentication is the District's secondary choice for authentication to the student tracking system. Providers bus drivers must enforce students to scan their badge when boarding and debarking the bus on all routes. Provider will provide District with monthly reports sorted by bus proving that bus drivers are enforcing student badge scanning on all routes. The Provider and District will develop acceptable standards for minimum student badge scans by route. Once developed, Provider will be responsible for paying defaults to the District when the minimum standards are not followed on a given route.

E22. Parent Tracking Application

E22a. The Proposer shall provide District parents with a student and bus tracking phone app (Here Comes the Bus or equivalent) for parents to accurately identify the location of their child and bus. This system should provide location tracking in near real-time without significant delays. Proposer must partner with the District's Department of Technology personnel to ensure secure and easy access for parents. The District must approve the parent bus app selected by the Proposer. Proposer must provide in the bid response the name of the recommended parent bus app, any other apps that may be offered and the cost differences for each. Detailed features of each app proposed should be attached to Providers RFP response. The Director of Operations, Director of Technology and/or their designees must have administrative access to the system including all data within the platform.

E23. Student Behavior Tracking System

E23a. The Proposer shall provide District staff with an electronic web-based student discipline tracking system.

E24. Insurance

E24a. The Proposer shall provide, pay for and maintain in force policies of insurance protecting both the Proposer and the Proposer's employees from liability for bodily injury and property damage arising out of the operation of all buses under this agreement. Such policy or policies must contain a Missouri endorsement limiting the District's coverage to the current statutory limits, but not to limit coverage for Proposer and individuals. Policy shall include the District, its agents, servants, employees and board members as additional insured, and shall provide for a minimum of thirty (30) days' notice to the District prior to any cancellation. The Proposer shall provide certificates of such insurance coverage to the District prior to the commencement of each school year under this agreement.

E25. Reports

E25a. The Proposer shall make and furnish such reports as may be required or requested by the District or by the Missouri Department of Elementary and Secondary Education. The Proposer shall provide the District an accurate roster of eligible riders for every route by the end of the second week of school, which shall be updated monthly. In addition, the Proposer shall provide a list of eligible riders by route and alphabetically to each school one week prior to the first day of summer school and one week prior to the first day of school. This shall include, but not be limited to, an accurate daily record of Students transported, accurate data required by the Missouri Department of Elementary and Secondary Education for the annual Classification Report and the Application for State Transportation Aid. If, in the sole judgment of the District, unreasonable errors exist in the determination of bus attendance, additional or revised procedures may be required to ensure that an accurate count is taken.

E25b. The Proposer needs to provide the District with beginning and ending odometer readings for all the buses used each year. In addition, the Proposer needs to provide the breakdown of eligible and ineligible miles by type as reported in Section III on the Application for State Transportation Aid. The breakdown of miles should agree to the total miles reported on the listing of odometer readings.

E25c. The Proposer shall provide a monthly compliance report to the District no later than the end of the first full week of each month. The compliance report should include but is limited to information on Proposer's Staffing Plan and Description of fleet of buses utilized.

E26. Two-Way Radio System

E26a. Communication is a priority. All vehicles operating under this Contract will be required to use Motorola Connect Plus Network equipped with an immediate means of communication to the Proposer's office or base of operations by a two-way radio network system. The Proposer will provide all equipment necessary for operation of the two-way radio system, with the exception of an antenna located at the District Transportation Center. Commenco is a local service provider for the radio system.

F. EVALUATION OF PROPOSALS

F1. Minimum Requirements for Selection

- F1a. Each Proposer must meet the following minimum qualifications (company may not use sub-Proposers to fulfill any obligations within its contract).
1. Proposer shall conform to the requirements listed in this request.
 2. The selected Proposer shall have the responsibility to ensure services that are delivered to the District match the request and the specifications listed.
 3. The selected Proposer shall not increase pricing after submitting their bid.
 4. If necessary, Proposer must be licensed with the necessary legal entities such as the State of Missouri, County of Platte, and the City of Kansas City to perform the above-mentioned services.
 5. Proposer must agree to utilize the Transportation Center facility as provided by the District.

F2. Evaluation of Proposals and Award of Contract

- F2a. The District reserves the right to design the evaluation criteria to be used in selecting the best bid. In awarding a contract, the District will consider:
- ability to maintain appropriate levels of staffing;
 - ability to minimize disruption of service;
 - efficiency in routing;
 - pricing;
 - the quality of the Proposer's goods or services;
 - the extent to which the goods or services meet the District's needs;
 - the total long-term cost to the District to acquire the goods or services; and
 - any other relevant factor specifically listed in the request for proposals.

The award of contract, if made by the District, will be made in accordance with the following procedures:

1. **Written Proposal Evaluation - Weight 30%:** Written proposals shall be assigned a rating which will carry weighting of 30% in the proposal evaluation process and will be evaluated by an evaluation committee consisting of representatives of the District. Written proposals will be initially screened for completeness and those written proposals deficient will not be evaluated further. The remaining written proposals will be evaluated using the following criteria, which are not listed in any order of weight or priority:
 - Firm Experience
 - Management Capability
 - Ability of Firm to Minimize Disruption of Service
 - Financial Condition
 - Recruiting and Retention Practices (Staffing Plan)
 - Routing System (Efficiency)
 - Safety Program
 - Training Program
 - Maintenance Program
 - Proof of How Proposer Will Obtain Performance Bond
 - Proposed Bus Inventory
 - Other Criteria as Determined by District

All data and information in the written proposal will be subject to verification and consideration.

2. **Site and/or References Evaluation - Weight 35%:** Site and/or references evaluations will be assigned a rating, which will carry weighting of 35% in the overall, proposal evaluation process. One or more members of the District's evaluation committee may conduct one or more site evaluations for those Proposers not eliminated during the "written proposal" evaluation. The District may contact any references provided by the Proposer, and/or other school districts served by the Proposer. Site evaluations will be conducted at facilities of the District's choice where the Proposer currently provides Student transportation services. Site and references evaluation criteria, not listed in any order of weight or priority, are as follows:

- Personnel and Adequate Staffing
- Minimal Service Disruption
- Route Efficiency
- Overall Appearance of Facility Fleet Quality
- Customer References Recordkeeping
- Other Criteria as Determined by District

By submitting a proposal, each Proposer agrees to make selected facilities and facility's personnel available to District evaluation upon reasonable notice.

3. **Cost Bid - Weighted 35%:** The costs submitted by each Proposer will carry a weight of 35% in the overall proposal evaluation process.

F3. Proposer Interviews

F3a. After the evaluation of written proposals and site and/or reference evaluations, the District may opt to interview Proposer(s) to provide further clarification and confirmation of proposal. Interviews will be held on Thursday, October 3, 2024 beginning at 01:00 PM CST at the Park Hill District Support Service Center, 9501 N. Seymour Ave, Kansas City, Missouri 64153. Proposers will be encouraged to bring representatives from the proposer's leadership team that will be assigned to the District.

F4. Negotiation

F4a. If the Transportation Cost Proposal of the apparently successful Proposer is within an acceptable range, the District may either enter into a contact with the apparently successful Proposer at the prices set forth in his/her Transportation Cost Proposal, or enter into negotiations with the apparently successful Proposer, at the District's option.

F4b. If the Transportation Cost Proposal of the apparently successful proposal is not within an acceptable range, or if the District is unable to negotiate to its satisfaction, the District, at its option, may then enter into a contract or negotiations with the proposal receiving the second highest ranking in the evaluation.

G. PROPOSAL FORMS

G1. Price Schedule

Proposed prices shall be bid based on a Daily Rate of service each day. This form may not be altered. Additional information may be provided in addition to the required form.

The District reserves the right to require the Proposer to add and delete buses to or from service at the rates specified by the Proposer.

Proposer must provide a fixed cost proposal for the services requested. Although cost is an important consideration, proposals will also be evaluated in terms of the quality of the Proposer's proposal relative to the other criteria listed here. Only after identifying the apparently successful Proposer based upon the evaluation criteria set forth in this document, will the District's evaluation committee make public the Proposers' rate

Price Schedule

Description	Number of Estimated Routes	2025-2026 Price (per Day per Route)	2026-2027 Price (per Day per Route)	2027-2028 Price (per Day per Route)	2028-2029 maximum % increase	2029-2030 maximum % increase
Regular School Year						
Regular Education 71-72 passenger						
Single Route						
Double Route						
Triple Route						
Quad Route						
Special Education 15-23 passenger						
Single Route						
Double Route						
Triple Route						
Quad Route						
Summer School						
Regular Education 71-72 passenger						
Single Route						
Double Route						
Triple Route						
Quad Route						
Special Education 15-23 passenger						
Single Route						
Double Route						
Triple Route						
Quad Route						

Price Schedule

Description	Number of Estimated Routes	2025-2026 Price (per Day per Route)	2026-2027 Price (per Day per Route)	2027-2028 Price (per Day per Route)	2028-2029 maximum % increase	2029-2030 maximum % increase
Supplemental Transportation						
Shuttles						
1-way						
2-way						
After School Route						
Single Route						
Double Route						
Prime-Time Trip						
per hour						
per mile						
Non-Prime-Time Trip						
per hour						
per mile						
Minimum Trip Charge						
In District						
Out of District						
Mid-Day Route						
Single Route						
Double Route						
Triple Route						
Monitors						
Single Route						
Double Route						
Triple Route						
Quad Route						
Mid-Day Monitors						
Single Route						
Double Route						
Triple Route						
Lift Charge						
per day						

G2. Proposal Questionnaires Submittals 1-23

Submittal 1: Implementation/Transition Plan. Proposer shall detail their implementation/transition plan with specific timelines to be followed.

Submittal 2: Experience in School Transportation. Proposer shall provide a statement of its qualifications to provide the specific services requested herein.

Submittal 3: Staffing Plan. Proposer shall submit a staffing plan that clearly shows how the daily operations will be deployed during the normal hours of operation and during any emergency or out-of-hours situation that may arise. This plan must include both operations and vehicle maintenance functions, including, but not limited to, the following roles:

- management team
- safety team (driver trainers not assigned to a specific route)
- drivers assigned to each route
- trip drivers (not assigned a daily route)
- customer service specialists
- mechanics (specify planned ratio to bus fleet)
- shop manager (not included in mechanic ratio calculation)
- dispatcher(s)
- router(s)

Submittal 4: Maintenance Program. Proposer shall provide a description of its proposed vehicle maintenance program and how it will be administered. The maintenance program shall include the description of the maintenance schedule and service.

Submittal 5: Driver Hiring and Retention Program. Proposer shall provide a description of their hiring process and the selection criteria used. Also, provide a description of driver and staff starting pay and benefits. Explain your benefits and provide copies of any compensation schedules and contracts expected to be utilized under this agreement. Examples: bonuses, insurance, paid holidays/vacation, retirement packages, etc.

Submittal 6: Ability of Firm to Minimize Disruption(s) of Service. Proposer shall provide a description of their operations (staffing, maintenance, vehicles, weather, communication) that minimize the potential for a disruption in service.

Submittal 7: Driver Safety and Training Program. Proposer shall provide an overall description of its training process and driver education program.

Submittal 8: Student Safety Program / Student Tracking System. Proposer shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented in other districts. Proposer must provide in the bid response the name of recommended student tracking system, any other systems that may be offered including the cost differences for each. Detailed features of each app proposed should be attached to Providers RFP response.

Submittal 9: List of Bus Driver Qualifications. The Proposer shall submit a list of bus driver qualifications, certifications, and indications of ability to meet all driver requirements under Missouri statutes and regulations, and how the Proposer proposes to supply these drivers, assuming existing drivers will not be available.

Submittal 10: Mechanic Training and Certification Process. Proposer shall describe its mechanic training and certification process.

Submittal 11: Customer Feedback. Proposer shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.

Submittal 12: Plan for Substitute Buses and Relief Drivers. Proposer shall address the provision for substitute buses (in the amount of 10% of each type of bus) and substitute drivers (in the amount of 10% of total drivers) needed for performance under the terms of this contract.

Submittal 13: Presentation to Constituents. Proposer shall outline in detail the procedure that it would use for presenting its proposal to the District's constituents.

Submittal 14: Customer Service Philosophy. Proposer shall describe its customer relations philosophy and its program in this area.

Submittal 15: Routing Software. The District must approve the computer routing program selected by the Proposer. Proposer must provide in their proposal the name of the recommended transportation software and indicate how the software will integrate automatically with Infinite Campus. If provider offers multiple systems to choose from, please provide the name, integration method for all platforms available and the cost differences for each.

Submittal 16: Description of Buses Proposed. This can be answered as a narrative of the type of buses to be proposed or a spreadsheet of actual buses to be deployed. Either format must include make, year (range), mileage (range), description bus type, capacity, AC, etc.

Submittal 17: Description of Student Behavior Tracking System. Proposer must provide in the bid response the name of the recommended Student Behavior Tracking system, any other apps that may be offered and the cost differences for each. Detailed features of each app proposed should be attached to Providers RFP response.

Submittal 18: Missouri/Kansas School Districts. Proposer shall provide a list of all Missouri/Kansas Districts that are under Transportation Contract with Proposer. Include:

- Name of District
- Total years with District
- Current years left in Contract
- Number of routes
- Number of buses
- Average daily ridership
- District phone number
- District Contact Information

If the Proposer currently has no Missouri/Kansas contracts, the Proposer may include all Districts under contract in two of the geographically closest states to Missouri.

Submittal 19: GPS System. Proposer must provide in bid response the name of the recommended GPS system and any other systems that may be offered.

Submittal 20: Parent Tracking. Proposer must provide in the bid response the name of the recommended parent bus app, any other apps that may be offered and the cost differences for each. Detailed features of each app proposed should be attached to Providers RFP response.

Submittal 21: Wi-Fi. The Proposer must provide technical details about how the wireless access needs will be addressed.

Submittal 22: Mobile Data Terminal. The Proposer shall equip all buses with a mobile data “terminal” that provides audible turn-by-turn, stop-by-stop directions for all routes. Routes will be updated in near real-time, so drivers are equipped with the latest route changes. Proposers will provide detail on this equipment and solution to the District.

Submittal 23: District Mission, Vision and Values. The Proposer shall review the District’s Mission, Vision and Values (MVV) and provide (1) a discussion on how the Proposer’s MVV align with the district’s; and (2) a plan on how the Proposer will support the District in the pursuit of the District’s MVV.

G3. Proposer Certification Form

PROPOSER CERTIFICATION FORM

I, the undersigned, hereby certify that I am a representative of the below named firm and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all the information presented in answer to the questions contained in this Proposal/Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Park Hill School District awards a contract for student transportation services to my firm that the information and commitments made within this questionnaire will become an effective part of the contract between the District and my firm.

Name of Firm

Printed Name, Title of Authorized Agent

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Date

G4. Bid Bond Certification Form

BID BOND CERTIFICATION FORM

The undersigned has read and fully understands the notice to proposer, information for proposer, agreement for furnishing student transportation services, and all other parts of the proposal package.

A bid bond in the amount of 5% of highest proposed amount annual home-to-school base cost is enclosed with this cost proposal as security. These costs should be calculated from the prices provided on the Price Schedule.

Name of Firm

Printed Name, Title of Authorized Agent

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Date

G5. Workers' Compensation Certificate

WORKERS' COMPENSATION CERTIFICATE

Missouri Employers are required to carry workers' compensation insurance if they have five or more employees. This applies to all employers, regardless of whether the employees are part-time/casual laborers, full-time, or family members.

Members of an LLC and officers of a corporation apply towards this employee count, sole proprietors and members of a partnership do not.

Sole proprietors and members of a partnership are not themselves covered unless they elect, with their insurer, to be covered; close family member-employees and members of a limited liability company are presumed to be covered unless they opt out with their insurer.

Those subject to providing workers' compensation insurance for their employees must either go through an insurance carrier or may choose to be self-insured upon approval from the Missouri Department of Labor.

Proposers may attach current certificate of coverage with a signed statement that if awarded the contract, they will obtain said coverage.

Proposers agree to provide workers' compensation as per state law requirements.

Name of Firm

Printed Name, Title of Authorized Agent

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Date

G6. Evidence of Insurance or Insurability

INSURANCE CERTIFICATION FORM

The proposal shall include a copy of one or more insurance certificates currently held by your firm that include general liability, auto liability, auto physical damage, garage liability, and fire legal liability coverage. Park Hill School District must be named on the policy as well as be named as additional insured on certificate of insurance if the Proposer is awarded the contract.

I, the undersigned, have attached a copy of a certificate of insurance that I attest

(1) remains currently in force; and

(2) has been issued for the purposes of insuring a school district, nonpublic school or superintendent of schools which (whom) currently contracts for student transportation services from my firm.

Name of Firm

Printed Name, Title of Authorized Agent

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Date

G7. Federal Work Authorization Form

FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY) FORM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____, Inc. (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

G8. Affidavit of Non-Collusion

AFFADAVIT OF NON-COLLUSION

By submission of this bid or proposal, the undersigned certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor prior to the opening of bids or proposals for this project;
- c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal;
- d) The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing on his behalf.

Name of Firm

Printed Name, Title of Authorized Agent

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Date

G9. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer _____

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

____ Yes

____ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

____ Yes

____ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

____ Yes

____ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

G10. W-9

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 6 City, state, and ZIP code 7 List account number(s) here (optional)	Requester's name and address (optional)

Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> or <table border="1"><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Social security number																		Employer identification number																	
Social security number																																					
Employer identification number																																					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a). J—

A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ⁴	The grantor ⁵

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ⁴	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*** Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

G11. Proposal Submitted By Form

PROPOSAL SUBMITTED BY FORM

I, the undersigned, hereby certify that I am a representative of the below named firm and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all the information presented in answer to the questions contained in this Proposal/Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Park Hill School District awards a contract for transportation services to my firm that the information and commitments made within this questionnaire will become an effective part of the contract between the District and my firm.

Name of Firm

Printed Name, Title of Authorized Agent

Signature of Authorized Agent

Contact Person for the Bid/Quote/Proposal Process

Business Telephone Number of Contact Person

Email Address of Contact Person

H. APPENDIX

H1. General District Information

Proposers are encouraged to familiarize themselves with the Park Hill School District by reviewing the following documents available on the district's web site at <http://www.parkhill.k12.mo.us>.

- 2023-2024 Student Demographic Profile and Enrollment Projections
- School Boundary Locator Tool
- School Start Times
- 2023-2024 District Budget

H2. Legal Boundary Area and Attendance Map

Legal Boundary Area

The Park Hill School District encompasses 71 square miles located in the southern third of Platte County, located just north of downtown Kansas City, Missouri. Approximately 43% of the school district lies within the city limits of Kansas City, Missouri. There are seven other incorporated communities including Riverside, Parkville, Houston Lake, Lake Waukomis, Weatherby Lake, Platte Woods, and Northmoor, as well as the unincorporated communities of Waldron and Platte County.

The Missouri River forms the southern and western boundaries of the district and also delineates the state line between Missouri and Kansas. The northern boundary gerrymanders in stair-step fashion from Northwest 76th Street and the Clay County line to Northwest 120th Street, the northern most point of the district. The northern boundary divides the Kansas City International Airport with the remaining portions of the airport lying within the Platte County R-3 School District, the neighboring district to the north.

The Park Hill School District is a public-school district, with pre-kindergarten (pre-K) programs through grade 12. As of the Fall, 2024, the district operates.

- eleven (11) elementary schools (grades K-5)
 - Park Hill School District will open its twelfth (12) elementary school Fall of 2025 located at 6600 NW Brush Creek Parkway, Parkville, MO 64152 (school boundaries will change with the opening of the 12th elementary) four middle schools (grades 6-8)
- two high schools (grades 9-12)
 - the LEAD Innovation Studio and professional studies programs is located in a separate facility and supplements high school programming. Shuttles are run from the two high school campuses to the LEAD Innovation Studio throughout the day.
- a day treatment school, Russell Jones Education Center (grades K-12)
- the Gerner Family Early Education Center (pre-school)

Attendance Map

District attendance boundary detail is best viewed using the online School Boundary Locator Tool. The School Boundary Locator Tool can be found on the district website. A direct link to the tool can be found at <https://www.schoolsitelocator.com/apps/parkhill/>

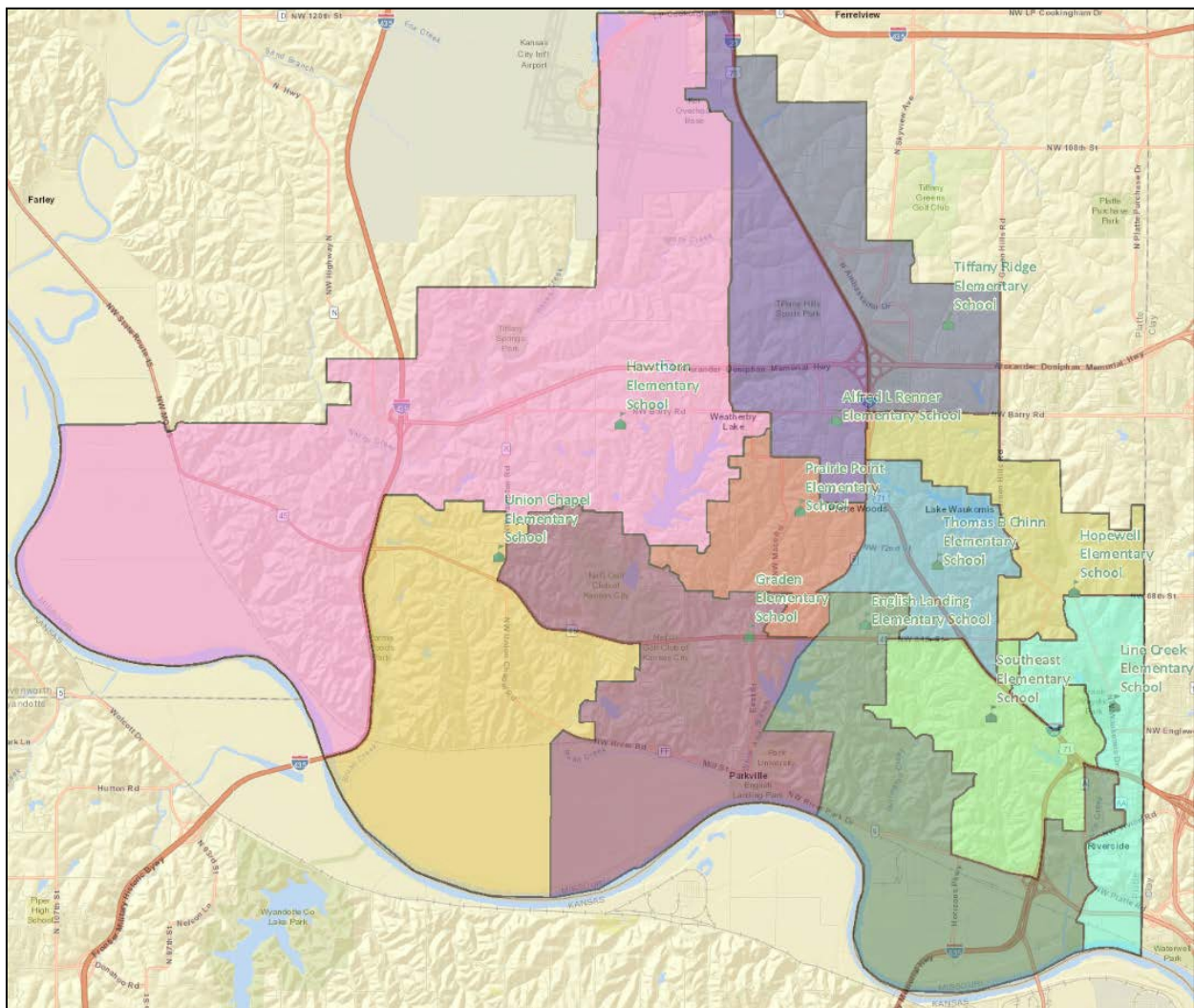
Elementary School Attendance Boundaries

The district currently operates eleven (11) K-5 elementary schools.

School	Address	Projected Enrollment 2024-2025
Alfred A Renner	7401 NW Barry Road, Kansas City, MO 64152	420
English Landing	6500 NW Klamm Drive, Kansas City, MO 64151	438
Graden	8804 NW 45 Highway, Parkville, MO 64152	407

School	Address	Projected Enrollment 2024-2025
Hawthorn	8200 N. Chariton, Kansas City, MO 64152	437
Hopewell	6801 Line Creek Parkway, Kansas City, MO 64151	475
Line Creek	5801 NW Waukomis, Kansas City, MO 64151	338
Prairie Point	8101 NW Belvidere Parkway, Kansas City, MO 64151	447
Southeast	5701 NW Northwood, Kansas City, MO 64151	516
Thomas B. Chinn	7100 N. Chatham Road, Kansas City, MO 64151	451
Tiffany Ridge	5301 NW Old Tiffany Springs Rd, Kansas City, MO 64154	470
Union Chapel	7100 NW Hampton Road, Kansas City, MO 64152	592

Map

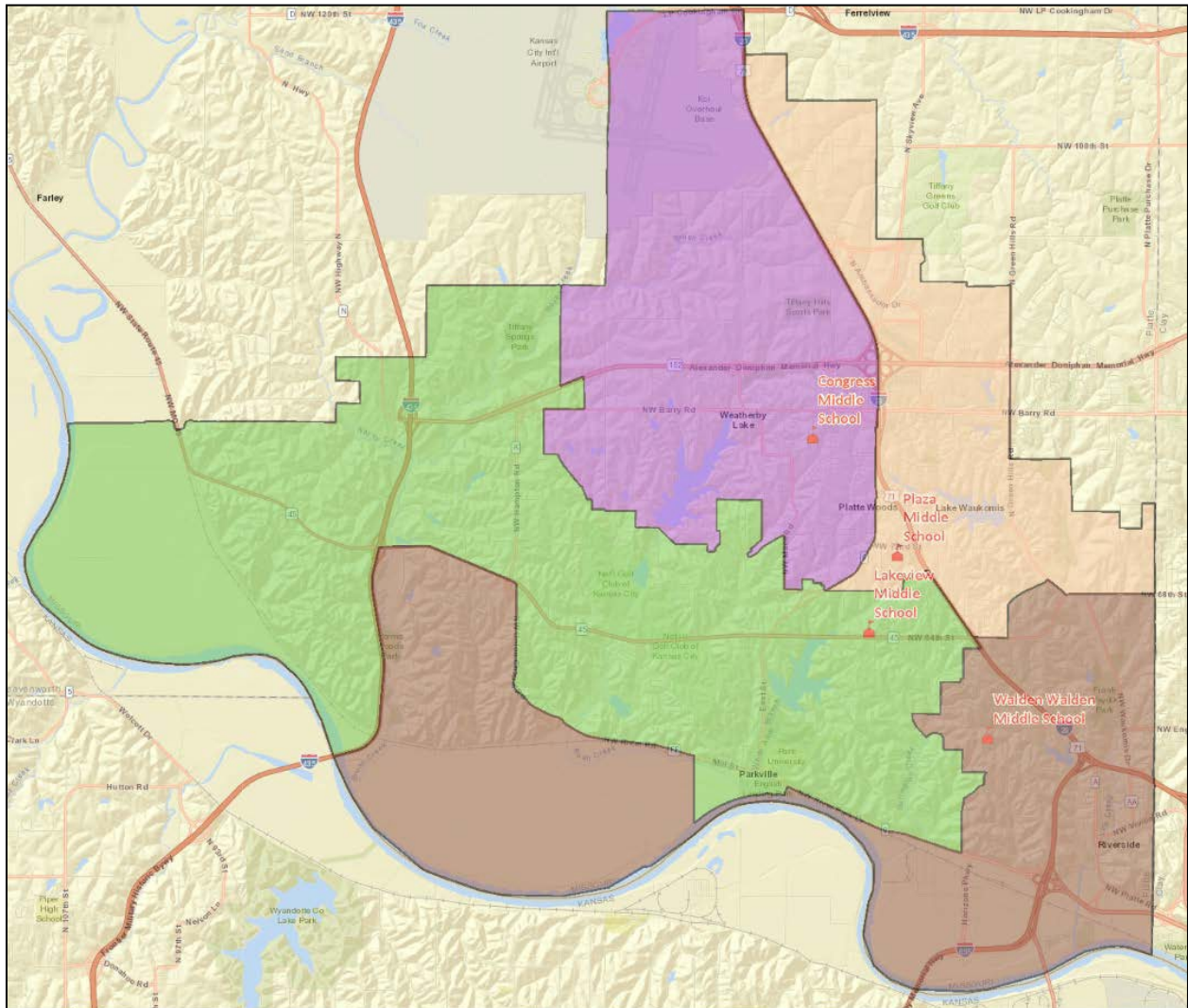


Middle School Attendance Boundaries

The district currently operates four (4) 6-8 middle schools.

School	Address	Projected Enrollment 2024-2025
Congress	8150 N. Congress, Kansas City, MO 64152	597
Lakeview	6720 NW 64th Street, Kansas City, MO 64151	634
Plaza	6501 NW 72nd Street, Kansas City, MO 64151	674
Walden	4701 NW 56th Street, Kansas City, MO 64151	727

Map

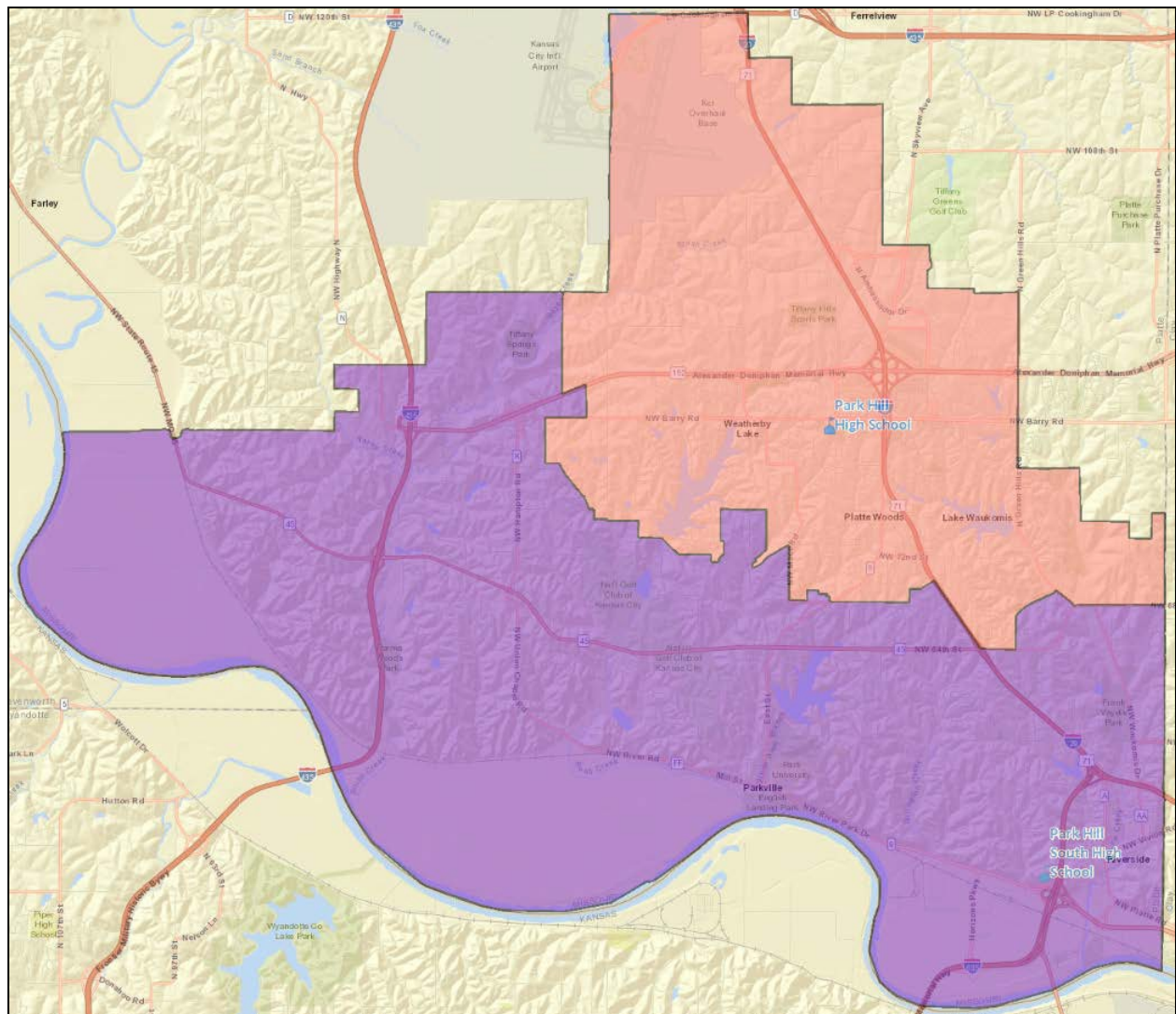


High School Attendance Boundaries

The district currently operates two (2) 9-12 high schools.

School	Address	Projected Enrollment 2024-2025
Park Hill High School	7701 NW Barry Road, Kansas City, MO 64153	1,638
Park Hill South	4500 NW River Park Drive, Kansas City, MO 64150	1,658

Map



Other Schools

The LEAD Innovation Studio is a high school program populated by students from both district high schools. Transportation is provided to and from the students' homes and their home high school. Shuttles are used to transport students from the home high school to the LEAD Innovation Studio and back during the school day.

School	Address	Projected Enrollment 2024-2025
LEAD Innovation Studio	7201 Line Creek Parkway, Kansas City, MO 64151*	559**

** students are enrolled at home high school and shuttled to LEAD

Russell Jones Education Center, a day treatment center, serves approximately 45 K-12 students. The attendance boundary for Russell Jones is the entire school district. Students are transported directly between their home and the Russell Jones Education Center.

School	Address	Projected Enrollment 2024-2025
Russell Jones	7642 N. Green Hills Road, Kansas City, MO 64151	46

Gerner Family Early Education Center provides programming for tuition pre-school, students who qualify for early childhood special education, Title I, Parents as Teachers, and Head Start. Transportation between home and school is provided to only students who qualify for early childhood special education (approximately 168 students) (combined for morning and afternoon), for Title I program (30 students). Early Childhood Education and Title I programs operate 4 days a week. Of which we currently transport.

Current bus routes to and from the Gerner Family Early Education Center half-day program operate as single routes that overlap during mid-day.

Head Start is administered by YMCA as an external program leasing space at Gerner Family Early Education Center. Head Start currently does not provide student transportation services.

School	Address	Projected Enrollment 2024-2025
Gerner Family Early Education Center	8100 N. Congress, Kansas City, MO 64151	470*

*Transportation is not provided to most students

H3. District Calendar & School Hours

There are 174 total days of regular school. The State of Missouri approves 5 Alternate Methods of Instruction (AMI) days each school year. Students are learning virtually on these days. The Proposer will not be compensated for any AMI days taken.

The Proposer will be responsible for providing bus transportation for the District Special Education and Regular Education Summer School session. Summer school is usually a period of 20 to 25 days beginning late May to early July. Summer school 2024 required seventeen buses for Special Education and 45 full size buses running single routes for Regular Education. All school facilities are used to support the Summer School program.

A draft version of the 2024-2025 school calendar appears on the following page.

School start/end times were configured to allow multi-tier routes beginning in 2023-2024.

The Board of Education has approved the school start/dismissal times for implementation for the 2024-2025 school year:

Park Hill High School	08:10 AM - 03:18 PM
Park Hill South	08:10 AM - 03:18 PM
Congress Middle School	07:15 AM - 02:20 PM
Lakeview Middle School	07:15 AM - 02:20 PM
Plaza Middle School	07:15 AM - 02:20 PM
Walden Middle School	07:15 AM - 02:20 PM
Chinn Elementary	08:15 AM - 03:15 PM
English Landing Elementary	09:10 AM - 04:10 PM
Graden Elementary	09:10 AM - 04:10 PM
Hawthorn Elementary	09:10 AM - 04:10 PM
Hopewell Elementary	09:10 AM - 04:10 PM
Line Creek Elementary	08:15 AM - 03:15 PM
Prairie Point Elementary	08:15 AM - 03:15 PM
Renner Elementary	08:15 AM - 03:15 PM
Southeast Elementary	09:10 AM - 04:10 PM
Tiffany Ridge Elementary	09:10 AM - 04:10 PM
Union Chapel Elementary	09:10 AM - 04:10 PM
Russell Jones Education Center	07:30AM –02:00PM
Gerner Family Early Education Center	08:20AM – 03:20PM



Park Hill School District

Building Successful Futures • Each Student • Every Day

2024-2025 School Year Calendar

www.parkhill.k12.mo.us

Board approved 1/11/2024

JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6						1	2	3	1	2	3	4	5	6	7			1	2	3	4	5					1	2	1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					
JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1							1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30						
														30	31																											
No school for students							Workdays for teachers							Half day																												

July 4: Independence Day (no summer school)

Aug. 5-8: New teacher orientation

Aug. 9, 12-16: Teacher workdays / professional development days

Aug. 19: First day of school

Sept. 2: Labor Day (no school)

Sept. 25-26: High school conferences, 5-8 p.m.

Sept. 27: No school for high school students or teachers

Oct. 17: End of first quarter

Oct. 18: Teacher workday (no school for students)

Oct. 23: Elementary/middle school conferences, 5-8 p.m.

Oct. 24: Elementary/middle school conferences, 12-8 p.m.

(no school for elementary/middle school students)

Oct. 25: No school for elementary/middle school students or teachers

Nov. 25-26: Teacher professional development days (no school for students)

Nov. 27-29: Thanksgiving break (no school)

Dec. 20: End of second quarter

Dec. 23: Teacher workday (no school for students)

Dec. 24-31: Winter break (no school)

Jan. 1-2: Winter break (no school)

Jan. 3: Teacher professional development day (no school for students)

Jan. 20: Dr. Martin Luther King, Jr. Day (no school)

Feb. 12-13: High school conferences, 5-8 p.m.

Feb. 14: No school for high school students or teachers

Feb. 17: Presidents Day (no school)

March 20: End of third quarter

March 21: Half teacher workday (no school for students)

March 24-28: Spring break (no school)

April 18: Teacher workday

May 23: Last day of school, depending on snow days. (half day for students, full day for teachers)

May 26: Memorial Day (no school)

June 2: Tentative start date for summer school, depending on snow days

June 19: Juneteenth (no summer school)

The district will implement Alternative Methods of Instruction (AMI) per RSMo 171.033 for up to 5 days of missed school days for emergencies or inclement weather.

The district will use AMI for the first 5 days missed inclement weather/instructional days. Any additional missed inclement weather/instructional days will be added to the end of the school year.

H4. District Transportation Center

The district has constructed a District Student Transportation Center that proposers will use to provide services outlined in this Request for Proposal. The District Student Transportation Center is located at 9501 North Pomona Avenue, Kansas City, Missouri 64153.

Specifications of the District Transportation Center are on the pages that follow.

PARK HILL STUDENT TRANSPORTATION SERVICES

Park Hill School District
9501 North Pomona Ave.

The Park Hill Student Transportation Services building is a brand-new purpose-built facility for the routing, maintenance, and storage of the bus fleet for Park Hill School District. This fantastic facility will include administration offices, maintenance bays, dedicated refueling stations, and driver training and break spaces; everything needed for an efficient management of transportation services. In order to improve security, this facility utilizes RFID tags to log bus egress and ingress, helping simplify record keeping. In accordance with sustainable and energy efficient design, this facility is also seeking LEED Certified. This state-of-the-art facility will be ready for occupation in Spring 2020.

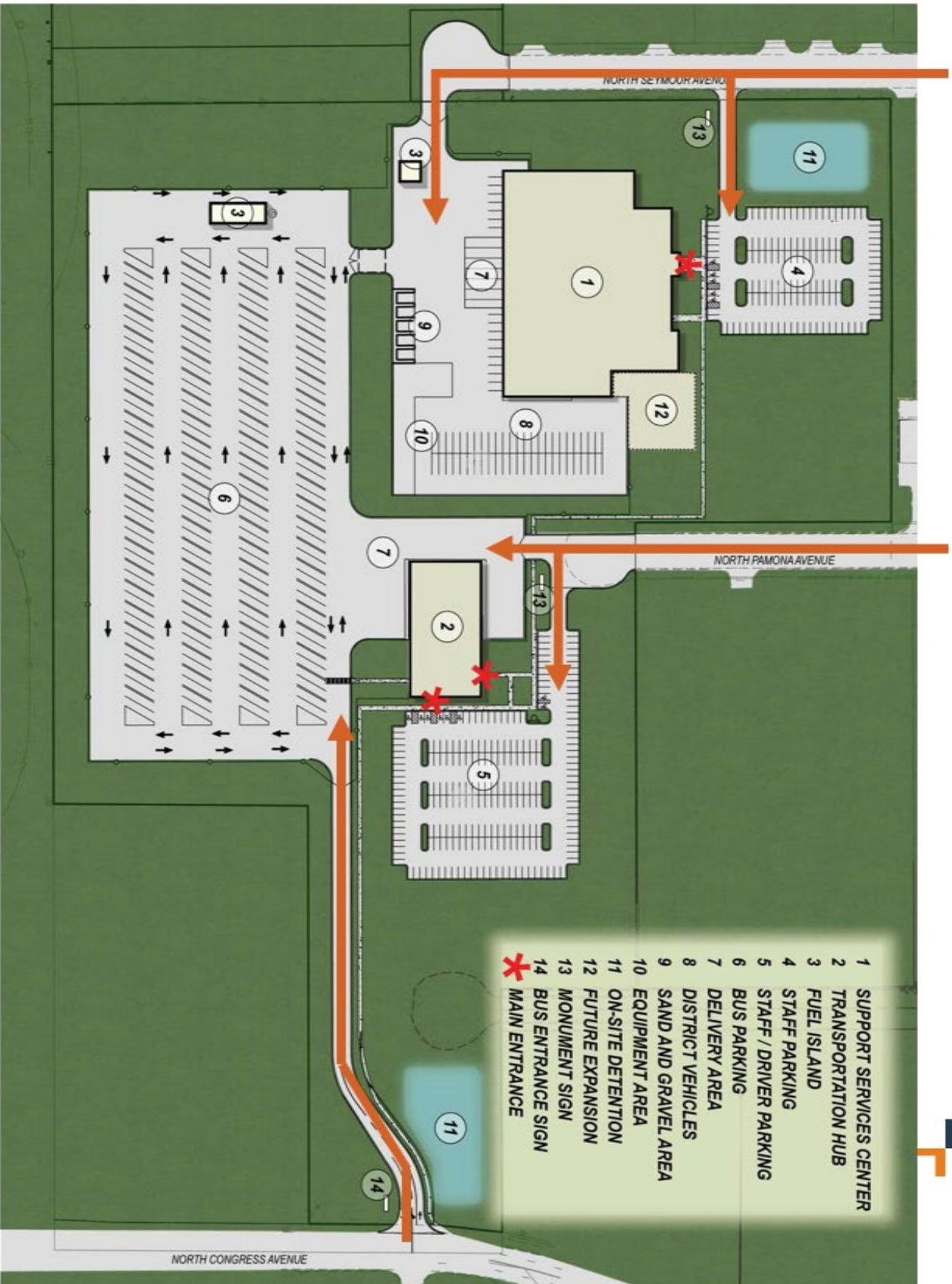
Stats at a Glance

- (6) Bus Maintenance bays
 - (1) 4-Post Lift
- Bus Wash
- Maintenance Staff Locker Rooms
- Dedicated storage for parts
- Administration offices
- Driver Breakroom/Large Meeting Space
- Training rooms
- (175) Bus Parking Stalls
- Dedicated Bus Fueling Station
- (220) Parking Spaces for Visitors and Staff

Admin and Driver Entries



Site Plan View







Driver Breakroom



H5. 2023-2024 Routes

The DISTRICT K-12 enrollment projection for currently 11,524 students. Transportation is offered to all students, with approximately 60% ridership daily. Currently, the DISTRICT runs approximately sixty-one (61) regular education triple-routes, and twenty-seven (27) double routes to support students with special needs. In addition, approximately thirty (30) daily shuttles are run to support programs between schools and outside district boundaries. The DISTRICT also offers transportation to all students during summer school, approximately nineteen (19) single routes, sixteen (16) double routes and twenty-nine (29) triple routes.

School	2023-2024
	Regular Education Routes
Park Hill High School	16
Park Hill South	19
Congress Middle School	10
Lakeview Middle School	12
Plaza Middle School	12
Walden Middle School	13
Chinn Elementary	5
English Landing Elementary	7
Graden Elementary	8
Hawthorn Elementary	9
Hopewell Elementary	8
Line Creek Elementary	6
Prairie Point Elementary	7
Renner Elementary	6
Southeast Elementary	9
Tiffany Ridge Elementary	7
Union Chapel Elementary	10

For school year 2023-2024, the total miles traveled in the daily routes for the DISTRICT was approximately 1,415,563 miles, 1,544,485 including summer school. The fleet consisted of 107 buses. Special Needs/Early Childhood Special Education (ECSE) utilized 27 of these buses with 7 having wheelchair lifts.

STANDARD STUDENT DATA PRIVACY AGREEMENT

MO-NDPA Standard

Version 1.0

Enter the School District's Name or LEA

and

Name of Provider

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This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: Enter the School District's Name or LEA ,

located at Street, City, State (the “**Local Education Agency**” or “**LEA**”) and

Name of Provider , located at Street, City, State (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. Special Provisions. Check if Required

- ✓ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.

☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**. (Optional)

☐ If Checked, the Provider, has signed Exhibit “E” to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: _____

Title: _____

Address:

_____ Phone:

Email: _____

The designated representative for the Provider for this DPA is:

Name: _____ Title: _____

Address:

_____ Phone:

Email: _____

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA Enter the School District's Name or LEA

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Name of Provider

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA’s request for Student Data in a student’s records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted StudentData.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-

public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De- Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data:** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations:** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage:** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits:** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an

appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized

acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

EXHIBIT “B”
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	

Category of Data	Elements	Check if Used by Your System
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	

Category of Data	Elements	Check if Used by Your System
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT “C”

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “student-generated content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Enter the School District's Name of _____ Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Insert categories of data here

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Insert or attach Special Instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By Insert Date Here

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Enter the School District's] ("Originating LEA") which is dated [____], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address:

[____ Name of Provider ____] > Insert Provider Email Address for LEA to Send Completed Exhibit E's

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the [Enter the School District's Name or LEA] and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT “F”

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks **2/24/2020**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT “G” – Supplemental NDPA State Terms for Missouri ***Version: October 2020***

A. DATA BREACH

In the event of a breach of data maintained in an electronic form that includes personal information of a student or a student’s family member, Provider shall notify LEA within five

(5) business days. The notice shall include:

1. Details of the incident, including when it occurred and when it was discovered;
2. The type of personal information that was obtained as a result of the breach; and
3. The contact person for Provider who has more information about the incident.

“*Breach*” shall mean the unauthorized access to or unauthorized acquisition of personal information that compromises the security, confidentiality, or integrity of the personal information. Good faith acquisition of personal information by a person employed by or contracted with, or an agent of, Provider is not a breach provided that the personal information is not used in violation of applicable Federal or Missouri law, or in a manner that harms or poses an actual threat to the security, confidentiality, or integrity of the personal information.

“*Personal information*” is the first name or initial and last name of a student or a family member of a student in combination with any one or more of the following data items that relate to the student or a family member of the student if any of the data elements are not encrypted, redacted, or otherwise altered by any method or technology such that the name or data elements are unreadable or unusable:

1. Social Security Number;
2. Driver’s license number or other unique identification number created or collected by a government body;
3. Financial account information, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account;
4. Unique electronic identifier or routing code in combination with any required security code, access code, or password that would permit access to an individual’s financial account;
5. Medical information; or
6. Health insurance information.

EXHIBIT “H”
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read “None.”

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EXHIBIT “H”
Additional Terms or Modifications
Version _____

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read “None.”

618-1/4715859.1