

# Lakota Local School District Transportation RFP

## INTRODUCTION

The Lakota Local Schools (hereafter District) is requesting proposals for contracted student transportation services. The key contact and reference information is as follows:

Lakota Local Schools  
Chief Operations Officer  
Mr. Craig Hatfield  
5572 Princeton Road  
Liberty Township, OH 45011  
Email: [craig.hatfield@lakotaonline.com](mailto:craig.hatfield@lakotaonline.com)  
513-644-1173 Ext: 19220

These specifications outline the requirements and conditions for performing this service. Any aspects of the service not addressed herein are left for the Proposer to address.

The service contractor shall provide full-service pupil transportation. The service contract will include the vehicles, maintenance, insurance, routing, parent contact, transportation management, drivers, attendants/monitors, and department staff necessary to provide the District's transportation service.

This contract is not subject to the competitive bidding requirements of Ohio Revised Code section 3313.46 and therefore is not subject to the standard of awarding the bid to the "lowest responsible bidder" in compliance with Ohio Revised Code section 3313.46.

Neither the Board nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this invitation. Proposers should prepare its responses simply and economically, providing straightforward and concise responses.

Proposers shall assume full responsibility for timely delivery at location designated for receipt of Proposals. Proposals received after the closing time and date for receipt of Proposals will not be considered. Proposals shall be delivered/received at the designated location prior to the time and date for receipt of Proposals or any extension thereof made by addendum. Oral, electronic, telephonic or telegraphic Proposals are INVALID and will not receive consideration.

The envelope containing the Proposal shall be addressed as set forth above and shall be identified with the Proposer's name and address. If the Proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "PROPOSAL ENCLOSED" on the face thereof.

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## RFP SPECIFICS

### 1) RFP Calendar

- a) **Issuance date:** December 9, 2025
- b) **Requests for Information deadline:**  
The District will make a concerted effort to respond to all inquiries in sufficient detail to satisfy the request.
  - (1) Contact Person
  - (2) Contact Information
- c) **Pre-Bid Meeting:**
  - a) Location: Lakota Schools – Central Office – 5572 Princeton Road, Liberty Township OH 45011
  - b) Pre-bid Date: December 23, 2025, 1:00 PM EST
  - c) Open to the public
  - d) Attendance is mandatory to be a qualified bidder
  - e) Requests for Information will be answered at that meeting
  - f) Answers and attendee list will be distributed to all who provided contact information via Request for Information or attendance at Pre-Bid Meeting
  - g) Addendums will be issued for information provided at the Pre-Bid Meeting
- d) **Proposals Due:** January 6, 2026
- e) **Proposal Evaluation:** Week of January 12 - January 16, 2026
- f) **Meetings with Finalists:** Week of January 19 – January 23, 2026
- g) **Award and Contract Process Commences:** February Board Meeting (Date TBD)
- h) **Transportation Service Commences:** August 1, 2026

### 2) Objectives for RFP

This purpose for this proposal is multi-faceted. While the Proposer's cost is of great importance, proposing the lowest price will not ensure award of the service. The District will demand safe, reliable, on-time, and efficient service. Failure to address District concerns and/or requirements for any such matter will disqualify the Proposer from consideration.

The District will require the Contractor to provide professional transportation management and adequate workforce and service supervision, such that the District is not burdened with facilitating the day-to-day operations and customer service requirements.

It is the District's intent to award service to a single provider.

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## 3) **Contractor Minimum Requirements**

Qualified Proposers will have at least five years of contracted student transportation experience, and at least two years of contracted experience with a District of similar size to Lakota.

Qualified Proposers will be financially stable and not currently engaged in bankruptcy proceedings, being acquired, merging with another company, or a party to a material lawsuit. Proposer must confirm in writing within the executive summary its compliance with this requirement. The District reserves the option of validating financial and control status and matters with the Proposer before awarding the services.

Qualified Proposers must provide satisfactory assurance as to the financial capacity to purchase, lease, or otherwise supply the quantity, types and age of vehicles specified in this Proposal or its supporting exhibits. Failure to satisfy this concern may cause the District to reject the proposal.

## 4) **Evaluation Criteria**

A variety of criteria will be considered in evaluating the proposals. This evaluation will be made based upon information provided within the Proposal, by the Proposer during RFP specific presentations or negotiations, news articles, press releases, client references, industry references, vendors and related sources, and any other sources. The determination as to the finalist(s) will be made based upon using unspecified, weighted criteria for each of the following four key areas:

- a) Annual Cost (Proposer's pricing extended by District's bus, bus run, or bus rider variables)
- b) Performance History, Reputation & Financial Strength (Proposer's references, history with like-sized districts, ability to take-on additional workload of Lakota, history/relationship with labor unions (if applicable), financial condition, bank references, etc.)
- c) Cost Containment & Service Efficiency Strategies (Proposer's strategies to reduce and/or contain costs over the length of the contract, including technologies)
- d) Customer Service & Management Methodology (Proposer's management and on-site structure that will service Lakota, methods for ensuring high quality customer service, and plan to maintain responsiveness/communication with Lakota leadership team)

## 5) **Proposal Authorities, Restrictions & Clauses**

- a) District Authorities and Options
  - a) The District reserves the right to reject any and all proposals for any reason.
  - b) The District reserves the right to negotiate any and all proposals for any reason.
  - c) The District has 120 days to accept a submitted Proposal; the Proposer cannot withdraw a Proposal within that 120 period without mutual consent with the District.

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- b) Negative Assurances
  - a) The District cannot assure that student enrollment or transportation requirements will escalate, decline or remain at status quo. If this is a factor, the Proposer should indicate any minimum or maximum constraints in its proposal.
  - b) The District cannot assure that the services will be awarded to any Proposer at any time.
- c) Prohibitions
  - a) The District shall assess, negotiate and decide on this Proposal without influence from the Proposer's employees, the Proposer's representatives or agents, the Proposer's vendors, or any other parties with a business, financial or family relationship to the Proposer.
  - b) The Proposer is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon the District, its Board, and its agents; violators will be prosecuted to the extent of the laws pertinent to the District.

### 6) Responsibilities of the Proposer

- a) Inspection of all documents to assure completeness, legibility, etc.
- b) It is the Proposer's duty to understand the proposal; any misunderstanding is the responsibility of the Proposer; the District has no obligation to correct, reject or question any portion of the proposal.
- c) Abide by all Proposal Requirements, else the Proposal may be rejected by the District regardless of type or significance of noncompliance

### 7) Proposal Requirements

The Proposer will provide an executive summary (3-page maximum); answer all the questions and complete the pricing matrix (Exhibit 4) and also identify any areas with the draft agreement (Exhibit 5) that cannot be supported or complied with if awarded the bid.

***A failure to adequately address the questions in Exhibit 2 or provide the necessary information in Exhibit 3 may deem the Company's proposal to be non-responsive***

### 8) Exhibits contained within RFP

- a) Exhibit 1 – District Information and Current Transportation Operational Data
- b) Exhibit 2 – Bus Fleet Information
- c) Exhibit 3 – Service Parameters
- d) Exhibit 4 – Questions & Pricing Matrix
- e) Exhibit 5 – Proposed Draft Agreement (Example)
- f) Exhibit 5A – Contractor Financial Monitoring Addendum

## Lakota Local School District Transportation RFP

### 9) Submission Requirements

- a) 1 master, bound copy sealed in an envelope
- b) 1 electronic copy of all documents submitted as part of the RFP on a USB/Flash Drive

### 10) RFP Checklist

The following checklist is to assist the Proposers in their submission of the RFP. The Proposer is not limited to provide only these documents, but lack of a response in any area may constitute the Company's proposal to be non-responsive.

<b>Checklist of Required Elements</b>
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Description
<b>Exhibit 4 - Questions for Contractor/Proposer &amp; Pricing Matrix</b>
<b>Executive Summary</b> Maximum 3-page overview of company and how it plans to meet the service requirements outlined in the RFP
Customer Service & Responsiveness
Performance History & Reputation
General Operating and Service
Bus Service Costs
Bus Monitor Costs
Bus Service Costs
Other Service Costs
<b>Exhibit 5 – Example Contract Agreement</b>
Proposer Identification of Areas of Non-Support/Compliance
<b>Submission Requirements</b>
One (1) Hard Copy of the RFP Submission
One (1) Electronic Copy of RFP Submission on USB/Flash Drive

- End of RFP Narrative -

## RFP Exhibit 1 – District Information

### Lakota Local Schools General Information as to Transportation Services

#### A: Overview of School District & Community

Community	Located in southwestern Ohio, Lakota is the 8th largest school district in the state, and the largest school district in Butler County. The district lies within Liberty Township and West Chester Township, and is north of I-275 and mostly west of I-75. The district serves a large and diverse geographical community.
Economics	Above state-average economical environment, above average employment, above average annual wages.
Demographics	This is for the most part an affluent area, where there are many newer built homes and where families move to be within the Lakota School system. Vocationally, it is a cosmopolitan community of agricultural, professional, and industrial workers.
Ethnicity	Approximately 80% of the residents are white/non-Hispanic, 10% are African/American, 5% Asian or Pacific Islander, and 5% are other.
Population Changes	The northern suburbs of Cincinnati, Ohio continue to grow.
Square miles	63 square miles in the district.
Traffic	This is a sprawling community with adequate north/south arterials, and negligible congested areas.
Enrollment Changes	Enrollment has decreased from 18,359 (peak enrollment) in 2009, to the current enrollment of 17,112. The enrollment is projected to increase over the next 10 years.
District Website	<a href="http://www.lakotaonline.com">www.lakotaonline.com</a>

## RFP Exhibit 1 – District Information

<b>B: Overview of District Transportation</b>
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Responsible Parties & Key Positions	Craig Hatfield, Chief Operations Officer email: <a href="mailto:craig.hatfield@lakotaonline.com">craig.hatfield@lakotaonline.com</a> , 513-874-5505 Ext: 19220
History of Student Transportation Contracting	The District contracted out its transportation with Petermann in 2004. The District currently has 0 board owned buses and 249 contractor owned buses and Vans (30 Total) in the fleet. The relationship with the current service provider has been good.
Bus Driver Recruiting & Retention History	The current service provider has provided a sufficient driver workforce to meet service requirements.
Special Circumstances	The District provides the following at no cost to the Contractor: The transportation facility, including parking, shop and office space. Vehicle fuel
Subcontracting	Current service provider does subcontract for cabs, vans, etc.
Current Transportation Staffing	<p>The current on-site transportation staff to support Lakota operations is as follows:</p> <ul style="list-style-type: none"> <li>1 General Manager</li> <li>1 am Operation Manager</li> <li>1 pm operation manager</li> <li>1 Safety Manager</li> <li>1 Van Manager</li> <li>1 Payroll Administrator</li> <li>2 full-time dispatchers</li> <li>2 full-time recruiters</li> <li>1 Charter/Field trip scheduler</li> <li>1 part time office help</li>   <li>1 Service manager</li> <li>6 full-time technicians</li> </ul>

## RFP Exhibit 1 – District Information

### C: Details of District Transportation

Schools Serviced	<p>Lakota has 23 school buildings, but only services students in grades K-9. The current buildings are configured in the following structure:</p> <ul style="list-style-type: none"><li>• 2 high school main campus buildings*</li><li>• 2 freshman school campus buildings</li><li>• 4 junior school buildings</li><li>• 8 elementary school buildings</li><li>• 6 early childhood school buildings</li><li>• 1 high school located in same building as 9<sup>th</sup> Grade campus</li></ul> <p>*Transportation services not provided for grades 10-12</p>
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## RFP Exhibit 1 – District Information

Students Transported by Building	<b>Lakota HS (9<sup>th</sup> Grade)</b>			
	<b>Building</b>	<b>Students Transported</b>	<b>Building Enrollment</b>	<b>% of Students Transported</b>
	Lakota EH	711	584	60
	Lakota WH	392	693	60
	<b>Total HS School (9G)</b>	<b>735</b>	<b>1277</b>	
	<b>Lakota Junior Schools</b>			
	<b>Building</b>	<b>Students Transported</b>	<b>Building Enrollment</b>	<b>% of Students Transported</b>
	Hopewell Junior School	413	587	70
	Liberty Junior School	504	720	70
	Plains Junior School	567	811	70
Ridge Junior School	702	706	70	
<b>Total Junior School</b>	<b>1975</b>	<b>2824</b>		
Hopewell, Liberty and Ridge junior schools have a 1-mile transportation exclusion zone				
<b>Building</b>	<b>Students Transported</b>	<b>Building Enrollment</b>	<b>% of Students Transported</b>	
Adena Elementary	551	706	78	
Cherokee Elementary	588	756	78	
Endeavor Elementary	597	768	78	
Freedom Elementary	542	694	78	
Independence Elementary	453	581	78	
Union Elementary	518	663	78	
Van Gorden Elementary	498	640	78	
Woodland Elementary	462	591	78	

## RFP Exhibit 1 – District Information

Students Transported by Building (Continued)

<b>Total Elementary</b>	<b>4210</b>	<b>5399</b>	
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Cherokee, Endeavor, Freedom, and Woodland elementary schools all have transportation exclusion zones that are 1-mile or less.

<b>Building</b>	<b>Students Transported</b>	<b>Building Enrollment</b>	<b>% of Students Transported</b>
Creekside ECS	510	727	70
Liberty ECS	232	356	70
Shawnee ECS	417	600	70
Wyandot ECS	394	564	70
Heritage ECS	418	599	70
Hopewell ECS	480	687	70
<b>Total Early Childhood</b>	<b>2451</b>	<b>3507</b>	

Transportation is offered to all early childhood students though all do not ride.

<b>Non-Lakota Schools (Grades K-8)</b>	<b>Students Transported</b>
All Saints	
Bethany School	
Cincinnati Christian (HS/Ele)	
CHCA (HS/Ele)	
International Academy	
Liberty Bible & Montessori Academy	
Mother Theresa	
Montessori Academy	
Royalmont Academy	
Sacred Heart	
St. Gabriel's	
St. Michael's	
St. Suzanna's	

### **Special Education Transportation**

There are currently 3224 students that are on a dedicated special needs route. We also have an additional 20 special education students assigned to van service because their needs are too severe to be serviced with a school bus.

## RFP Exhibit 1 – District Information

Daily Miles by Service Type	Service Type	Usage ASN	Usage SPR	Description	Public School	Non Public	Special Ed	Total Daily Miles
	I	0	0	Board Owned	0	0	0	0
	II	191	27	Contractor Owned	7620	2332	3224	13176
	V	0	0	Board owned other	0	0	0	0
	VI	35	0	Privately owned other	1140	0	1185	2325
	<b>TOTALS</b>	<b>226</b>	<b>27</b>		<b>8760</b>	<b>2332</b>	<b>4409</b>	<b>15501</b>
Number of Routes	Most buses are triple routed, such that the average load was 85 per assigned bus. There are currently 193 Total Routes.							
Current Service Times Operated	High School Main Campus Bell Times: 7:40 am – 3:00 pm High School Freshman Campus Bell Times: 6:50 am – 2:10 pm Junior School Bell Times: 6:50 am – 2:10 pm Early Start Elementary Bell Times: 7:50 am – 3:10 pm Late Start Elementary & Early Childhood Bell Times: 8:40 am - 4:00 pm  Non-Lakota school bell times are not standardized, but most are 8:00am - 3:00 pm							
Length of Runs	The District’s non-special education morning runs average 54 minutes and 60 riders. Private/parochial school runs average 60 minutes within the district boundary/90 minutes if school resides out of district boundary and riders, therefore making most private/parochial school runs difficult to pair.							
Transportation Compound	The District-owned transportation facility is in the northeastern center of the community served, at 6947 Yankee Road. Traffic flow in and out of the facility is good. It has parking and maintenance capacity for 300 vehicles.							
Monitors	The current daily monitor total is 76. The monitors are only assigned to special education routes and hours are based on the route hours for the bus they serve.							

~ END OF EXHIBIT 1 ~

## RFP Exhibit 2 – Bus Fleet Information

The chart below outlines the current bus fleet for Lakota Local Schools. The district has had transit style buses for over 15+ years. If the proposer believes Lakota could reduce the cost of the contract by using a different style bus, please indicate the dollar amount of the reduction off the base proposal by using a different bus body style.

### Fleet Summary

Owner	Regular Buses (72 capacity)	Special Education Buses (33,35,43,48,54 capacity)	Total Number of Buses
<b>Contactor</b>	197	52	<b>249</b>

### Fleet Detail

Bus No.	Year Chassis Built	Chassis Make	Year Body Built	Body Make	Body Type	Capacity	Ownership	Status
1	2020	Bluebird	2020	Blue Bird	Transit-Engine Front	72	Contractor	Assigned
3	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned
4	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned
6	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
7	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned
8	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned
9	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
10	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned
11	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
13	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
14	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
16	2018	Freightliner	2016	Thomas	Transit-Engine Front	72	Contractor	Assigned
18	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
20	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
21	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

22	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
24	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
25	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
26	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned
27	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
29	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
30	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
32	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
33	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
34	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
35	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
36	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
37	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned
38	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
39	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
40	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
41	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
42	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
43	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
44	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
45	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
46	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
47	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

48	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
49	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
50	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
51	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
52	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
53	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
54	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
55	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
56	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
57	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
58	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
59	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
60	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
61	2020	International	2020	International	Conventional	35	Contractor	Assigned
62	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
63	2016	International	2016	International	Conventional	38	Contractor	Assigned
64	2020	International	2020	International	Conventional	66	Contractor	Assigned
65	2020	International	2020	International	Conventional	35	Contractor	Assigned
66	2020	Blue Bird	2020	Blue Bird	Conventional	65	Contractor	Assigned
67	2016	International	2016	International	Transit-Engine Front	38	Contractor	Assigned
71	2016	International	2016	International	Transit-Engine Front	72	Contractor	Assigned
75	2016	International	2017	International	Transit-Engine Front	72	Contractor	Assigned
76	2018	Freightliner	2018	Thomas	Transit-Engine Front	72	Contractor	Assigned
77	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
79	2016	International	2017	International	Transit-Engine Front	72	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

80	2016	International	2017	International	Transit-Engine Front	72	Contractor	Assigned
81	2016	International	2017	International	Transit-Engine Front	72	Contractor	Assigned
82	2016	International	2017	International	Transit-Engine Front	72	Contractor	Assigned
83	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
84	2020	International	2020	International	Conventional	66	Contractor	Assigned
85	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
86	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
87	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
88	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
89	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
90	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
91	2020	International	2020	International	Conventional	35	Contractor	Assigned
92	2020	International	2020	International	Conventional	35	Contractor	Assigned
93	2020	International	2020	International	Conventional	35	Contractor	Assigned
94	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
95	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
97	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
98	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
99	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
100	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
101	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
102	2016	International	2017	International	Transit-Engine Front	40	Contractor	Assigned
103	2020	International	2020	International	Conventional	35	Contractor	Assigned
104	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
105	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

106	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
107	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
108	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
109	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
110	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
111	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
112	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
113	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
114	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
115	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
117	2016	International	2017	International	Transit-Engine Front	72	Contractor	Assigned
119	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
120	2016	International	2017	International	Conventional	40	Contractor	Assigned
121	2016	International	2017	International	Conventional	35	Contractor	Assigned
123	2016	International	2017	International	Conventional	40	Contractor	Assigned
124	2020	International	2020	International	Conventional	66	Contractor	Assigned
125	2020	International	2020	International	Conventional	66	Contractor	Assigned
126	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
127	2018	Freightliner	2018	Thomas	Transit-Engine Front	35	Contractor	Assigned
128	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
129	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
131	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
132	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
133	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
134	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

135	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
136	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
137	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
138	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
139	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
140	2016	International	2017	International	Transit-Engine Front	72	Contractor	Assigned
145	2017	International	2017	International	Transit-Engine Front	72	Contractor	Assigned
147	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
148	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
149	2020	Bluebird	2020	Bluebird	Transit-Engine Front	66	Contractor	Assigned
150	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
152	2018	Freightliner	2018	Thomas	Transit-Engine Front	35	Contractor	Assigned
153	2018	Freightliner	2018	Thomas	Transit-Engine Front	35	Contractor	Assigned
154	2018	Freightliner	2018	Thomas	Transit-Engine Front	35	Contractor	Assigned
155	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
156	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
157	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
158	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
159	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
160	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
161	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
162	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
163	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

164	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
165	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
166	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
167	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
168	2020	Bluebird	2020	Bluebird	Transit-Engine Front	66	Contractor	Assigned
169	2020	International	2020	International	Conventional	66	Contractor	Assigned
170	2020	International	2020	International	Conventional	66	Contractor	Assigned
171	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
172	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
173	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
174	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
175	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
176	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
177	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
178	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
179	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
180	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
181	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
182	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
183	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
184	2020	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
185	2020	International	2020	International	Transit-Engine Front	70	Contractor	Assigned
186	2020	International	2020	International	Transit-Engine Front	70	Contractor	Assigned
187	2020	International	2020	International	Transit-Engine Front	70	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

188	2021	Bluebird	2020	Bluebird	Transit-Engine Front	72	Contractor	Assigned
189	2021	Bluebird	2021	Bluebird	Transit-Engine Front	66	Contractor	Assigned
190	2021	Bluebird	2021	Bluebird	Transit-Engine Front	66	Contractor	Assigned
191	2021	Bluebird	2021	Bluebird	Transit-Engine Front	66	Contractor	Assigned
192	2021	Bluebird	2021	Bluebird	Transit-Engine Front	66	Contractor	Assigned
193	2021	Bluebird	2021	Bluebird	Transit-Engine Front	66	Contractor	Assigned
194	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
195	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
196	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
197	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
198	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
199	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
200	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
201	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
202	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
204	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
205	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
206	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
207	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
208	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
209	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
210	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
213	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

214	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
215	2021	Bluebird	2021	Bluebird	Transit-Engine Front	72	Contractor	Assigned
216	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
217	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
218	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
219	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
220	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
221	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
222	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
223	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
224	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
226	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
227	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
228	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
229	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
230	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
231	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
232	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
233	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
234	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
235	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
236	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
237	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned

## RFP Exhibit 2 – Bus Fleet Information

238	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
239	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
240	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
241	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
242	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
243	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
244	2022	Bluebird	2022	Bluebird	Transit-Engine Front	72	Contractor	Assigned
245	2022	International	2022	International	Conventional	47	Contractor	Assigned
246	2022	International	2022	International	Conventional	47	Contractor	Assigned
247	2022	International	2022	International	Conventional	47	Contractor	Assigned
248	2022	International	2022	International	Conventional	47	Contractor	Assigned
249	2022	International	2022	International	Conventional	47	Contractor	Assigned

~ END OF EXHIBIT 2 ~

## RFP Exhibit 3 – Service Parameters

### 1) Educational Programs Served:

- a) Regular Home to School Transportation Service
- b) Special Education Service
- c) Vo-Tech
- d) Mid-Days
- e) Shuttles
- f) Private & Parochial Schools

### 2) Supplemental Equipment Requirements:

- a) All buses will be marked with “Lakota Local School District”
- b) All buses will be equipped with two way digital radios
- c) All buses will be equipped with GPS systems
- d) All buses will be equipped with video cameras.

### 3) Transportation & Routing Parameters:

#### a) Eligibility & Routing

- i) Ohio Revised Code (ORC) 3327.01 requires transportation for those students in grades K-8 who reside more than 2.0 miles from school. With state minimums, grades 10-12 transportation does not have to be provided; however, a shuttle from the high school to a member vocational school is required.
- ii) Ohio Administrative Code (OAC) 3301-83-13 Students may not walk more than one-half (1/2) mile from their residence to a bus stop. This one-half mile walk does NOT translate into a student being ineligible for transportation if the student lives within one-half mile of his/her school.
- iii) (OAC) 3301-83-08 Students must be at bus stops before the bus arrives.
- iv) Although students will generally be assigned to the nearest school, there will be exceptions, and the Contractor will provide these students with transportation.
- v) Buses will not enter gated communities or cul-de-sacs, unless specifically authorized by District. ORC 4511.75(B) buses may not use warning lights after leaving roadway.

#### b) Bus Capacities

- i) Actual student bus ridership will not regularly exceed:
  - (1) 2 per seat for middle, freshmen, and high school buses
  - (2) 2.5 per seat for grades 3-6
  - (3) 3 per seat for grades K-2
- ii) Assigned load counts should be made based upon presumed absenteeism or alternative transportation.

#### c) Special Education Parameters

- i) Transportation will be performed in compliance with the student’s IEP, including home pickup if required.
- ii) Special needs capacities will vary per program but will not be overbooked as to load capacity.
- iii) Monitors will be provided if the student’s IEP requires.

## RFP Exhibit 3 – Service Parameters

- d) Buses Added / Deleted - All bus additions and deletions must be approved by the district before implementing such change.
- e) Student Discipline
  - i) The Contractor shall cooperate with all Board regulations governing the conduct of school bus operations and the behavior and discipline of Students transported on school buses.
  - ii) The Contractor shall provide a program for the training in handling student discipline in accordance with the provisions of Ohio law.
- f) Adverse Weather
  - i) Contractor shall notify the Superintendent or his/her designee by 5:00 AM of any adverse weather or road conditions that would have a bearing on the decision to close or delay school.
  - ii) The decision to close or delay the opening of school is within the sole discretion of the Superintendent or his/her designee.
  - iii) The Contractor shall adjust the transportation schedule to provide transportation within a reasonable time after being notified of the Superintendent's decision to close or delay the opening of any school building at any time whether before or during the school day as a result of inclement weather or other circumstances.
- g) Safety Training - OAC 3301-83-09(B) Contractor agrees to provide student safety training to kindergarten through third grade on an annual basis. Such training will be coordinated with the Board regarding location and time of assembly.
- h) Transportation Service Hours – On regular school days a contractor transportation representative must be available to respond to school official and parent phone calls between the hours of 6:00 a.m. to 5:30 p.m.

~ END OF EXHIBIT 3 ~

## RFP Exhibit 4 – Questions & Pricing Matrix

### Executive Summary

1. Experience with current or similar sized District(s), Communities or Regions
2. Experience in the industry
3. History of organization

### Customer Service & Responsiveness, References

1. Provide a list of school clients in Ohio, and/or list of districts similar in size and operation to Lakota in other states for which the firm has provided transportation services with contact names and phone numbers.
2. List a banking reference for the firm and include the name of a contact person with phone number.
3. List the Ohio school district customers that the firm has lost/non-renewed in the last seven (7) years with district contact person. If the firm has lost no business in Ohio in the last seven (7) years, please list all other school contracts lost in other states in the last five (5) years with district contact person.
4. Provide a list of school districts which elected to cancel classes as a result, whether direct or indirect, of contractor's failure to perform. Reasons include but are not limited to a lack of proper personnel qualifications, routing complications, equipment or employee shortages, labor issues, insufficient or non-compliant school bus fleet.
5. Listing of all school district transportation contracts terminated in the last five years. Proposers must include the district name, address, contact person, and phone number.

### Performance History & Reputation

1. Has your firm been notified by any state Department of Public Safety that the Department considered revoking your pupil transportation license for violations of pupil transportation and/or school bus operating regulations?
2. Is your firm serving/has your firm served probation from any Department of Public Safety?
3. List all judgments in the last five years for back taxes or from any state or government agency. List all litigation.
4. Has the bidding company, its shareholders (if private company), or any affiliated company ever filed for bankruptcy protection?
5. Has the bidding company, its shareholders (if private company), or any affiliated company ever been charged through grand jury indictment or criminal information for bid rigging, conspiracy to commit bid rigging or other anti-competitive behavior?
6. Please provide a current banking reference.

### General Operating & Servicing the Lakota Contract

1. Describe how the Proposer will provide service, including transportation management, dispatch, recruiting, fleet, maintenance and all related aspects of the service – as it pertains to Lakota and the parameters (Exhibit 3)
2. How does the Proposer monitor and measure service quality?
3. When/how does the Proposer keep clients informed of service quality?
4. What are some of the Proposer's strategies to reduce and/or contain costs over the length of the contract, including technologies.
5. Please describe the Proposer's capacity to add an account to the size of Lakota and how would the Lakota account compare to other Ohio or regional accounts?
6. What is the Proposer's history/relationship with labor unions (if applicable)?

The Proposer should use the following criteria when completing the costs associated with the agreement.

## RFP Exhibit 4 – Questions & Pricing Matrix

1. The district operates on a three-bell tier system, and buses/routes should be maximized to take advantage of the three-tier service schedule.
2. Routing options shall be provided in each proposal regarding the following parameters:
  - a. **Base Bid proposal shall consist of current bell schedules and Transporting existing K-9 buildings.**
  - b. **Alternate Bid proposal shall consist of current bell schedules and Transporting K-12 buildings.**
3. Base service includes transportation for pupils from home to school and back home for both regular education and special education students.
4. Base service should include the cost for the following items:
  - a. Cost for all transportation personnel to include management staff, routing staff, customer service staff, mechanics, drivers, training instructors or any other general support needed to effectively operate the day-to-day transportation operations for the Lakota Local School District.
  - b. Bus Monitors/Attendants are not included as part of the base transportation services
  - c. All prices should include employer portion of Ohio SERS
  - d. The non-personnel costs included in the basic services include buses, vans, maintenance and parts, fleet service maintenance vehicles, insurance, routing software, GPS software, on-board cameras, radio system, staff technology equipment
5. The district will provide the facility (shared with Lakota’s Buildings & Grounds and Child Nutrition Departments).
6. Fuel will be managed and purchased by the district
7. The base number of hours per yellow school bus route is 6.5 hours for drive time with 0.3 hours for pre-and post-trip driver responsibilities.
8. GPS hours and hours billed will be calculated to the tenth with rounding hundredths down
9. The base number of transportation days in the contract will be Est. 174 days
10. **Base transportation currently has 193 routes; however, an existing routing audit provides potential reduction opportunities at 175 routes.**
11. ASYNC days will be billed at the hourly rate for the number of actual hours driven on each ASYNC day plus the .3 hours for pre-and post-trip driver responsibilities
12. The sub bus inventory will be a minimum of 18% of the number of daily routes
13. Any yellow school buses used to support daily student activity to include midday kindergarten routes, work-study routes, shuttles between Lakota schools will be incorporated into the 6.5-hour base route when possible.
14. Excess hours will be calculated monthly using GPS data. The district will be invoiced for the “net overage”. See the example below

Base Hours per Day	Number of Routes	Total Daily Hours	Number of Days in Month	Total Monthly Hours	Comment
6.5	Est. 175	Est. 1,137.5	20	Est. 22,750	The district will be invoiced for any excess hours above 22,750 for the month based on GPS data

## RFP Exhibit 4 – Questions & Pricing Matrix

The ability for the district to plan and budget for transportation services costs is essential. The base transportation costs should account for the bulk of the costs associated with the service provided.

### Base Route Transportation Costs

(1) Hourly Rate	(2) Base Route Hours	(3) Daily Base Route Costs {Block 1 x Block 2}	(4) Contract Days	(5) Annual Base Costs per Route {Block 3 x Block 4}
	<b>6.5</b>		<b>Est. 174</b>	

### Base Pre/Post Trip Costs

(6) Hourly Rate	(7) Pre/Post Trip Hours	(8) Daily Base Pre/Post Trip Costs {Block 6 x Block 7}	(9) Contract Days	(10) Annual Pre/Post Trip Costs per Route {Block 8 x Block 9}
	<b>0.3</b>		<b>Est. 174</b>	

### Estimated Annual Base Transportation Costs

(11) Annual Base Costs per Route {Block 5 + Block 10}	(12) Estimated Number of Routes	(13) Estimated Annual Base Costs {Block 11 x Block 12}
	<b>Est. 174</b>	

### Monitor/Bus Attendant Cost Proposal

The Proposer should use the following criteria for completing costs associated with bus monitors/attendants.

1. Bus monitors/attendants are only used on special education buses when there is a requirement based on Individual Education Plans approved by the district.
2. Monitor totals are currently at 76 and will be audited accordingly.
3. Rate should include any benefits, overhead and profit.

### Base Monitor/Attendant Costs Proposal

(1) Hourly Rate	(2) Base Hours	(3) Daily Base Rate {Block 1 x Block 2}	(4) Contract Days	(5) Annual Base Costs per Monitor {Block 3 x Block 4}
	<b>6.5</b>		<b>Est. 174</b>	

### Estimated Annual Monitor/Attendant Cost

(6) Annual Base Rate per Monitor {Block 5}	(7) Estimated Number of Monitors	(8) Estimated Annual Base Costs for Monitors {Block 5 x Block 7}
	<b>Est. TBD</b>	

## RFP Exhibit 4 – Questions & Pricing Matrix

### Van Service Cost Proposal

The district has 30 vans in the fleet with 25 routes dedicated to pupil transportation. Rate should include any benefits, overhead and profit.

### Van Service Transportation Costs Proposal

(1) Hourly Rate	(2) Base Hours	(3) Daily Base Rate for Van {Block 1 x Block 2}	(4) Contract Days	(5) Annual Base Rate per Route {Block 3 x Block 4}
	<b>6.5</b>		<b>Est. 174</b>	

### Estimated Annual Van Service Transportation Costs

(6) Annual Base Rate per Route {Block 5}	(7) Estimated Number of Routes	(8) Estimated Annual Base Cost for Van Service {Block 5 x Block 7}
	<b>Est. 25</b>	

### Other Costs

SERVICE	RATE	COMMENTS
Field Trip (during school day)		
Field Trip (after school day/weekends)		
Is there a minimum number of hours for field trips? If so, what is the minimum?		
Bus Driver Excess Hourly Rate		
Bus Monitor Excess Hourly Rate		
Van Driver Excess Hourly Rate		
Midday Route Hourly Rate		
White Fleet Mechanic Rate (mechanic to work on district vehicles)		

~ END OF EXHIBIT 4 ~

## RFP Exhibit 5 - Student Transportation Agreement

### Student Transportation Agreement Proposed Contract Draft

This agreement (hereafter referred to as the “Contract”) for Student Transportation Services (hereafter “Transportation”) between Lakota Local School District (hereafter the “District”) and \_\_\_\_\_ (hereafter the “Contractor”) is entered into upon 1st day of August in the year 2026.

#### 1) General Provisions

- a) **Term:** Initial Term of Contract: August 1, 2026 to July 31, 2031, a period of five (5) years.
- b) **Option to Extend:** This agreement can be extended at the option of the District for a period of two (2) one year periods at the same terms and conditions of the initial agreement.
- c) **Assignment:** Contractor shall not assign or subcontract performance of this Contract without the written consent of the District.
- d) **Modifications or Amendments:** The District may from time to time require modifications to the scope of services performed by the Contractor. Such changes will be negotiated between the District and the Contractor, and may result in Contractor compensation increases or decreases. Confirmed changes shall be incorporated by written amendments to the agreement.
- e) **Termination for Cause:** The District may terminate this Contract for cause with 60 days written notice. Cause is defined as the Contractor’s failure to achieve or comply with the **Minimum Service Level Criteria** for any two consecutive months after being notified in writing by the District of the failure or non-compliance matter. The District may also terminate this contract for cause in the event of any of the following: (a) Contractor becomes or is declared insolvent or unable to pay its debts as they become due; or (b) Contractor makes an assignment for the benefit of its creditors; or (c) Contractor files, or notifies District that it intends to file, a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time or under similar law or statute.
- f) **Termination without Cause:** The District may terminate the Contract without cause with 180 days’ notice for any reason except that the District may not contract, assign, or lease its Transportation services to another contractor.
- g) **Force Majeure:** In the event the Contractor is unable to provide transportation services as herein specified because of acts of God, fire, riot, war or civil commotion, strikes or labor disputes, except as described below, the District shall excuse the Contractor from performance hereunder and shall have the right to take over the operation of such buses that the Contractor is prevented from operating, with such employees or other persons as the District may deem appropriate, until the Contractor is able to resume operation. Compensation will be tentatively terminated until Contractor is able to resume legal operation of the contract.

## **RFP Exhibit 5 - Student Transportation Agreement**

### **2) Student Transportation Requirements**

#### **a) Legal Compliance**

- i) The Contractor will comply with all applicable national, state, county, municipal, or local laws, statutes, ordinances, regulations, and/or prohibitions pertaining to providing Transportation for and in the District.
- ii) This compliance includes all aspects of the Transportation including, but not limited to, school buses and related vehicles, school bus equipment, school bus licensing, employee training, employee certification, driver licensing, background checks per Ohio law, drug and alcohol testing, first aid certification, emergency preparedness, environmental, fueling, traffic and parking ordinances, etc.
- iii) The Contractor is fully responsible for having full knowledge of all such laws, statutes, ordinances, Board of Education Policies and Lakota Administrative Regulations, etc.

#### **b) Transportation Service Programs & Types**

- i) The Contractor will provide, at a minimum, home to school and school to home service for all regular education and special needs students defined by the District as eligible for transportation.
- ii) Unless specifically stated otherwise, the Contractor will provide all supplemental transportation services such as mid-day runs, kindergarten, shuttles, activity buses, magnet, parochial, charter, choice, late buses, extended day, vocational, and special program services.
- iii) The Board reserves the right at any time during the term of this Agreement to offer or eliminate the transportation of high school students, and/or offer or eliminate the transportation of elementary school students living less than two (2) miles from the school they attend, and/or otherwise increase or decrease the amount of service to be provided under this contract.
- iv) The number of vehicles to be operated by the Contractor may increase or decrease up to 15% per year at the established prices. A change of more than 15% will require the Contractor and the District to re-negotiate prices for that school year.
- v) **Exhibit 3 of the RFP** provides details as to the majority of the supplemental services, but is not intended to be the complete listing of all such services.

#### **c) Transportation Service Parameters**

- i) The Contractor will provide Transportation in conjunction with certain parameters established by the District. These include:
  - (1) School building instructional opening and release bell time schedule
  - (2) All District's school buildings
  - (3) Earliest bus arrival and latest bus departure times for each school or school program
  - (4) Maximum ride times by grade level or educational program
  - (5) Maximum riders per seat
  - (6) Assignment of monitors, aides, attendants, etc.
  - (7) Student pickup & drop policies
  - (8) Special needs transportation policy
  - (9) Hours of operation
- ii) A list of the District's transportation parameters can be found in **Exhibit 3 of the RFP**.

## RFP Exhibit 5 - Student Transportation Agreement

### d) Routing Service Parameters

- i) Routing services are defined as providing routing software and hardware, designing bus and/or van routes, assigning riders, pairing or packaging bus and/or van routes, and/or optimizing accordingly.
- ii) The Contractor is to provide routing services.
  - (1) If the Contractor is to provide routing services, the Contractor will provide Transportation in conjunction with certain routing parameters established by the District, which may include:
    - (a) Maximum walk distances to school attended
    - (b) Maximum student walk distances to bus stop by grade level or program
    - (c) Minimum distances between bus stops
    - (d) Corner and arterial bus stop procedures
    - (e) Local practices: community stops, sexual predators, gangs, gated communities, right turn only, etc.
    - (f) The District expects the Contractor to assign assets to routes that meet the best interests in servicing the contract and maintaining routing efficiencies. Drivers are not to choose asset assignments.
    - (g) A list of the District's routing parameters can be found in **Exhibit 3 of the RFP**.

### e) Safe Service

- i) Student, District employee, constituent, and Contractor employee safety is paramount and will be the highest priority consideration with Transportation.
- ii) The Contractor will not intentionally compromise safety in order to achieve any of the parameters previously referenced.
- iii) The Contractor shall immediately inform the District of any District policies or practices that may conflict with safety prioritization.
- iv) The Contractor shall not intentionally or recklessly perform an unsafe act to achieve Contract or related performance criteria.

### f) Minimum Service Level Criteria

- i) The Contractor will monitor, account for and report to the District its success with fulfilling these minimum service criteria:
  - (1) On-time performance (10 minutes late) – morning: > 99.0 %
  - (2) On-time performance (10 minutes late) – afternoon: > 99.0 %
  - (3) Runs > 20 minutes late: < .005%
  - (4) Students left on bus unattended: 0
  - (5) Unauthorized student riders: 0
  - (6) Early Childhood Students left without custodial individual: 0
  - (7) Preventable Accidents: < 1.5 per 100,000 miles operated (rolling 6 months)
  - (8) Monitors/attendants on all buses required by IEP: 100%
  - (9) State or other required vehicle inspection success rate (score): 90+%.
- ii) This data will be provided to the District at the end of each quarter. Quarters are Jul –Sep, Oct – Dec, Jan-Mar, Apr -Jun. The Contractor will be deemed to be in non-compliance if the following events occur:
  - (1) This data is not reported (no report) for two (2) consecutive quarters
  - (2) This data is reported late for three (3) consecutive quarters

## **RFP Exhibit 5 - Student Transportation Agreement**

- (3) One of more criteria is not met for two (2) consecutive quarters; not limited to the same criteria item recurring.
  
- iii) If a non-compliance situation occurs, the Contractor is automatically on notice with or without formal notice from the District. A non-compliance condition must be cured within 60 days of its initial occurrence; otherwise a **Minimum Service Level Criteria Performance Penalty** will be imposed.

### **3) Contractor Accountabilities & Responsibilities**

#### **a) Compliance with the School Employees Retirement System (SERS) of Ohio Administrative Code §3309-1-02:**

- i) The Contractor will pay the employer portion of wages paid (currently 14%) to SERS.
- ii) The Contractor will withhold and pay the employee portion to SERS.
- iii) The Contractor will make all necessary filings with SERS.

#### **b) Appearance of Contractor Resources**

- i) The appearance of the Contractor's vehicles and facilities will meet the higher of: (a) standards specified by the District in an Exhibit to this Contract, or (b) customary and reasonable standards for the industry and/or local area.
- ii) The appearance of the Contractor's employees and work areas will meet the higher of: (a) standards specified by the District in an Exhibit to this Contract, or (b) customary and reasonable standards for surrounding school district operations.
- iii) The District may impose specific dress, condition, or cleanliness standards upon the Contractor as the District deems to be appropriate and legal.

#### **c) Contractor Employee Conduct**

- i) The conduct of Contractor's employees will meet the higher of: (a) standards specified by the District in an Exhibit to this Contract, or (b) customary and reasonable standards for the District's area. The Contractor will be responsive to direction from the District as to any personnel or conditions deemed to be of insufficient standards to the District.
- ii) The District has the authority to mandate a change in the Contractor's Transportation Director if the District discerns that the Contractor's repeated efforts to resolve a specific concern have been unsuccessful.

#### **d) Contractor Vehicles**

- i) The Contractor shall provide a sufficient number of vehicles of sufficient quality/dependability to perform the Transportation services within the Minimum Service Level Criteria and within these requirements.
  - (1) The Contractor's vehicle average age of regular route and spare vehicles will not exceed eight (8.0) years.
  - (2) No Contractor vehicle will exceed twelve (12) years in age.
  - (3) The Contractor shall adhere to a minimum spare vehicle requirement of 18% of the total daily routes operated.

## **RFP Exhibit 5 - Student Transportation Agreement**

- ii) The Contractor shall provide the vehicle equipment typically used in providing pupil transportation service. This includes radios, wheelchair lift vehicles, wheelchair tie downs and similar equipment.
- iii) Cameras are required on all vehicles operated by the Contractor.
- iv) GPS units are required on all of the vehicles operated by the Contractor.

### **e) Vehicle Maintenance**

- i) The Contractor shall provide all aspects of the vehicle maintenance program, encompassing shop equipment, scheduling, parts, supplies, tires, service agreements, etc.
- ii) The Contractor will provide, implement and support a parts management and tracking system such as Easy Bus or equivalent.
- iii) The Contractor will achieve at least a 90% success rate as to state or otherwise required vehicle inspections.
- iv) The Contractor's maintenance program, scheduling and related processes will not negatively impact the quality of daily bus service.

### **f) Dry Runs**

- i) The Contractor will perform one "dry run" (running the buses at the scheduled times without the students) within the 10 days preceding the first day of school. This process will be coordinated with District officials who may monitor the process without restriction. The District and Contractor will meet within 24 hours of the dry run day to assess outcome of the dry run.
- ii) The Contractor will not be compensated for the pre-start up "dry run".
- iii) If the District deems an additional dry run to be necessary based upon the assessment, the District may require one partial or full dry run to be performed; in that event the District will be responsible for paying the Contractor for 85% of the standard pricing per day per bus operated based upon the hours of service.

### **g) Contractor Fiscal Efficiency & Responsibility**

- i) The Contractor will make an ongoing good-faith effort to pair, combine, and/or package bus runs with buses in order to perform the Transportation with the minimal number of buses and drivers, doing so without jeopardizing safety or on-time performance.
- ii) The Contractor will provide the District with a quarterly efficiency report. This report will list all buses scheduled for daily operation, and list the number of runs each bus is performing each morning and afternoon. Buses will be sorted by regular education and special needs service if possible. A brief explanation will be provided for any bus performing only a single run in the morning or afternoon.
- iii) The Contractor shall immediately notify the District of any new program or services that are requested of the Contractor by school officials or representatives. The Contractor shall not fulfill unauthorized requests until authorized by the District's Chief Operations Officer.
- iv) The Contractor shall notify the District as school building or program times are contemplated, communicated or set that may conflict with efficient transportation service. The Contractor shall assist the District upon request as to bell time changes under consideration.
- v) The use of van service should supplement the bus service in order to gain fiscal and routing efficiencies.

## **RFP Exhibit 5 - Student Transportation Agreement**

### **h) Fuel**

- i) The District will purchase and provide fuel for all District related transportation services.
- ii) If the Contractor utilizes Contractor owned buses for non-District transportation, the Contractor will replenish the consumed fuel in the buses, or otherwise reimburse the District for such consumption.

### **i) Cooperation with District**

- i) The Contractor shall be responsive to the District's requests for unscheduled bus or rider related events and requests that may include:
  - (1) emergency preparedness
  - (2) ridership surveys or counts
  - (3) student discipline related communications or actions
  - (4) first day of school safety or security measures
  - (5) student or community safety matters
  - (6) student or community health matters
  - (7) vehicle condition inspections

### **j) Student & School Notifications**

- i) The Contractor will be responsible for notifying students/parents of bus stop locations and pickup times at least one week in advance of the first day of school in a manner acceptable to the District.
- ii) The Contractor will notify students/parents of subsequent changes to established bus routes in a manner acceptable to the District.
- iii) The Contractor will provide sufficient data to the District to post bus route information for lookup on the web.
- iv) The Contractor will keep the District and schools informed of pertinent bus route details and related changes.
- v) Student data will be provided to the Contractor no early than July 15 of each year.

### **k) Other Contractor Responsibilities**

- i) Unless noted otherwise, the Contractor will be responsible for performing the following services:
  - (1) rider discipline referrals
  - (2) vehicle maintenance
  - (3) check rides
  - (4) road supervision
  - (5) towing
  - (6) activity trip scheduling
  - (7) activity trip school billing
  - (8) dispatch
  - (9) state and/or other mandated ridership data collection
  - (10) customer service
  - (11) temporary school startup customer service staffing
  - (12) recruiting and hiring
  - (13) accident investigation
  - (14) computer hardware and software maintenance
  - (15) disaster recovery service "off-site" routing software

## **RFP Exhibit 5 - Student Transportation Agreement**

- (16) security of district data once transferred from District to Transportation
- (17) replacement of or repair to District provided buildings and equipment damaged by the Contractor
- ii) If other services or issues arise that are previously unaddressed the Contractor will make a good faith effort to address or resolve such until the matter can be discussed with the District.
- iii) The Contractor shall immediately perform any unspecified service within reason that addresses a safety concern.

### **4) Compensation Basis - Bus Run & Route Packaging**

#### **a) Run Grouping for Cost Effectiveness**

- i) The District shall compensate the Contractor for performing different types or packages of Transportation services. Services may include regular school runs, vocational, after-school activity runs, field trips, and special activities. A single bus may accomplish one, two, or three runs or other required transportation needs both in the morning and in the afternoon. Runs or a group of runs (a route) similarly may be a combination of pickup and deliveries to more than one school. Thus, one bus may service anywhere from one to eight schools, and this may entail service to both public and non-public schools.
- ii) Where buses have been grouped, it is for purposes of arriving at logical combinations of morning and afternoon runs. It is the intent of the District to have as many runs as possible grouped. The District will use the ability to group runs and combine runs as one of the key factors in assigning schools, type of service and runs to the Contractor.

#### **b) Mirrored Runs / Same Driver**

- i) Routes will be paired as efficiently as possible with the morning and afternoon schools served being mirrored to the extent possible.
- ii) A bus driver should perform both the morning and afternoon package of runs with exceptions kept to an absolute minimum.

#### **c) Base Service Pricing and Definitions**

- i) Pricing for the agreement will be established for base transportation services. The base transportation service is defined as the following criteria:
  - (1) Proposed bus routes operating on three or more tiers
  - (2) The base number of hours per bus per regular operational day is 6.5 hours
  - (3) The pre/post trip hours will be limited to 0.33 hours per route
  - (4) The estimated base number for daily hours is 1,137.5 hours.
  - (5) Routes include service from home to school, school to home, shuttles between District buildings, midday services for kindergarten, work-study shuttle based on student's IEP, service to the District's joint vocational school as required by law.
  - (6) The base number of service days is est. at 174 days
  - (7) The Contractor cannot bill the District for the same hour more than one time.

## **RFP Exhibit 5 - Student Transportation Agreement**

### **d) Other Pricing Specification and Definitions**

- i) The Contractor will be compensated on a monthly basis for any monthly net excess hours at the established excess hourly rate based on **Exhibit 4 of the RFP**.
- ii) The Contractor will provide a report with GPS times for all buses to determine if there are any excess hours for the month. The district will only be invoiced for net excess hours as based on **Exhibit 4 of the RFP**
- iii) Contractor is guaranteed compensation for service outlined in **Exhibit 4 of the RFP**. District has the right to add additional work to any tier where time is available to perform said work prior to the next run. District reserves the right to add hours beyond the base hours with the carrier being compensated at the specified additional rates. Wheelchair lift and air conditioning charges can only be applied once per day regardless of the number of tiers operated by the bus per day.
- iv) Contractor shall receive compensation only for buses and vans that are actually used to provide student transportation services for the School District and only for the actual services performed as outlined in **Exhibit 3 of the RFP**.
- v) Contractor and School District shall keep accurate records of all such usage and Contractor's invoice shall reflect the actual number of days, tiers, type of service, and excess hourly time operated.
- vi) Changes in number of buses and changes in operating times shall be communicated to the Contractor on a daily basis with effective dates clearly communicated.
- vii) Unusual circumstances will be dealt with on an individual basis.

### **5) Pricing, Billing & Compensation**

#### **a) Pricing**

- i) The District shall compensate the Contractor for performing different types or packages of Transportation. The Contractor shall use **Exhibit 4 of the RFP** to establish all applicable rates.
- ii) Should any new service develop or an existing service change appreciably during the term of this agreement the District reserves the right to negotiate a fair and equitable rate for such changes. The service prices contained in **Exhibit 4 of the RFP** shall serve as a basis for these price negotiations.
- iii) The District will compensate the Contractor for est. 174 school days; an additional 5 potential "calamity" days of transportation service may be performed at the District's option for which the Contractor will be compensated based upon the number of bus runs performed.
- iv) Summer school service pricing will be at 85% of the regular school year service pricing.

#### **b) Annual Price Escalators**

- (1) Any upward adjustment shall not exceed 2.0%
- (2) Any amount greater than 2.0% will be mutually negotiated.

#### **c) Invoicing**

- i) The Contractor will submit and invoice(s) for the previous month's services before the 15<sup>th</sup> calendar day of the following month.
- ii) The invoice detail will include sufficient information to support the amounts billed, and to reconcile to the Contract.

## **RFP Exhibit 5 - Student Transportation Agreement**

iii) The District shall pay any accurately prepared and submitted invoice within 30 calendar days of receipt. District reserves the right to withhold payment on invoice items that are subject to a good faith dispute, pending resolution.

### **d) Minimum Service Level Criteria Performance Penalty**

i) The District may impose a **Minimum Service Level Criteria Performance Penalty** for non-compliance with the Minimum Service Level Criteria.

(1) The District may defer payment of up to 5% of the most recently submitted and unpaid regular monthly Transportation invoice as a performance penalty.

(2) The number of monthly penalty instances is unlimited.

ii) If the non-performance factor is cured within 60 days of the deferral, the deferred amount will be fully paid to the Contractor.

iii) If the non-performance factor is not cured within 60 days of the deferral, the District may retain the penalty recovery without obligation to pay the Contractor.

### **e) Supplemental & Unscheduled Services and Costs**

i) The Contractor will bear all costs associated with performing Transportation not specifically identified in this Contract or in the Exhibits.

ii) The Contractor will bear all penalties, fines, damages, levies, taxes, etc. that may arise from performing Transportation.

## **6) Insurance & Performance Matters**

### **a) Insurance Coverages & Limits**

i) The Contractor will provide these insurance coverages and these minimum limits with an "A-" or above rated insurance carrier, unless otherwise specified in an Exhibit:

(1) Workers Compensation – \$1,000,000 or per state requirements if higher

(2) Automobile/Bus Liability - \$10,000,000 combined single limit

(3) Comprehensive General Liability - \$10,000,000 combined single limit

ii) The Contractor will designate the District as an additional insured. The Contractor will annually provide the District an insurance certificate evidencing such coverages annually, before the policy expiration date.

### **b) Indemnification and Hold Harmless**

i) The Contractor agrees to indemnify and hold the District and its respective Board members and employees harmless from any and all acts, events, outcomes, losses, liabilities, damages, claims, fines, penalties or legal rulings relating to the Transportation to be performed by the Contractor.

### **c) Performance Bond**

i) The District reserves the right to at any time before or during the contract term demand a performance bond from the Contractor for any reason and without explanation. If such demand is made:

## RFP Exhibit 5 - Student Transportation Agreement

- (1) The Contactor must obtain and maintain a performance bond issued by a bonding company authorized to do business in Ohio; failure to do so will result in the District proceeding with severing the agreement for cause per Section 1.e).
  - (2) The bond amount will be 20% of that year's base home-to-school transportation cost per the Proposer's pricing submissions. In subsequent years, the performance bond amount will be 20% of the prior year's base home-to-school transportation costs.
  - (3) This bond will be provided to the District annually on or before the 1<sup>st</sup> of August.
  - (4) The cost of such performance bond will be fully reimbursed by the District to the Contractor upon being provided evidence of surety from a reputable surety and payment by the Contractor.
- ii) The District reserves the right to withdraw this requirement upon the annual anniversary of the contract and require the cost of the performance bond as specified in the proposal to be credited against the September service billing.

### 7) Bus Purchase Option

- a) In the event that this Agreement is terminated, regardless of the reason, the Board shall have the right to purchase or lease (for the remainder of the vehicles' useful life) the buses that were owned by the Company and were in use for providing service at the time of termination. The value shall be set according one of the three methods described below. The applicable valuation method shall be chosen by the Board.
  - i) Fair Market Value - value shall be set at the current fair market value of the buses as determined by a reasonable and competent equipment appraiser chosen by mutual agreement of the parties.
  - ii) Straight-line Depreciation - value shall be set according to the 11-year straight-line amortization of the Acquisition Cost with an 8% residual.
  - iii) Yellow Book - The value for these buses shall be set according to the Yellow School Bus Book ("Guide"), published by Yellow School Bus Book, Inc. of Los Angeles, California. The most current edition of the Guide shall be used and no seasonal factors considered.
- b) The Board's right under this Agreement to purchase the buses shall expire upon termination of this Agreement. Therefore, the Board must give the Company written notice of its exercise of the right of re-purchase before final termination of this contract.

### 8) Exhibits To Contract

- a) **Exhibit 3 of the RFP:** District's Transportation System Parameters & Requirements
- b) **Exhibit 4 of the RFP:** Service Pricing per Pricing & Annual Cost Projections in the RFP

### 9) Authority

Contractor represents and warrants to the District that: (1) it has all requisite legal and corporate power to execute and deliver this agreement; (2) it has taken all corporate action necessary for the authorization, execution and delivery of this agreement; (3) this agreement is a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with the terms of this agreement.

## RFP Exhibit 5 - Student Transportation Agreement

### 10) Binding Agreement

The District and Contractor have agreed to the terms of this document as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**LAKOTA LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**CONTRACTOR**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chief Operations Officer

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# RFP Exhibit 5A – Contractor Financial Monitoring Addendum

## Student Transportation Agreement Proposed Contract Draft

### Pupil Transportation Services RFP 2026

#### Purpose and Intent

This Addendum establishes mandatory financial monitoring, reporting, and transparency requirements for all contractors providing pupil transportation services to Lakota Local School District. The district's primary objective is to protect student transportation continuity and district assets by identifying financial distress indicators early, enabling proactive intervention before service disruption or asset loss occurs.

This Addendum is incorporated by reference as binding requirement in all transportation service agreements resulting from the 2026 RFP.

## 1. CONTRACTOR FINANCIAL DISCLOSURE REQUIREMENTS

### 1.1 Initial Financial Disclosures (Pre-Award)

Prior to contract award, all responding contractors must submit complete financial documentation including:

#### 1.1.1 Documentation Set

- **Three years of audited financial statements** (or if unavailable, reviewed/compiled statements with CPA certification), including:
  - Balance Sheet (as of contract execution date)
  - Income Statement (three-year history)
  - Cash Flow Statement (three-year history)
  - Notes to financial statements
- **Current business tax return** (federal 1040 Schedule C if sole proprietor; federal 1120/1120-S if corporation/LLC, with Ohio state return if applicable)
- **Dun & Bradstreet credit report** (D&B number and current credit rating/PAYDEX score)
- **Bank references** (minimum two commercial banking relationships with account age and current status)
- **Current articles of incorporation/LLC operating agreement** (if applicable) demonstrating legal structure and authorized signatories
- **Lien disclosure statement** (certified statement of all UCC-1 filings, judgments, or encumbrances against contractor assets)
- **Insurance coverage summary** (proof of commercial general liability, commercial auto, workers' compensation insurability)

#### 1.1.2 Financial Threshold Criteria

## RFP Exhibit 5A – Contractor Financial Monitoring Addendum

Contractors must meet **minimum financial eligibility criteria** to be considered for award:

Financial Metric	Minimum Requirement	Basis
Current Ratio	1.5:1 or higher	Liquidity to cover operational obligations
Debt-to-Equity Ratio	3:1 or lower	Financial leverage/solvency threshold
Net Profit Margin (3-yr avg)	+2% or higher	Profitability indicator
Working Capital	Positive (must exceed 30 days of operating expenses)	Cash flow sustainability
PAYDEX Score (if available)	70 or higher	Credit payment history
Delinquent Debt Status	None within past 24 months	Clean payment history

Failure to meet these criteria results in **automatic elimination** from award consideration unless contractor provides written explanation acceptable to District's Director of Pupil Services and Treasurer (review occurs within 5 business days).

### 1.1.3 Calculation Methodology

District will calculate financial ratios using the following definitions:

**Current Ratio** = Current Assets ÷ Current Liabilities

- Acceptable range: 1.5 to 3.0 (below 1.5 signals insufficient liquidity; above 3.0 may signal inactive capital)

**Debt-to-Equity Ratio** = Total Debt ÷ Total Equity

- Acceptable range: 0.5 to 3.0 (below 0.5 may indicate underutilized leverage; above 3.0 signals excessive leverage)

**Net Profit Margin** = (Net Income ÷ Revenue) × 100%

- Acceptable range: 2% to 10% for established contractors; 0% to 2% acceptable for newly established entities (less than 3 years) with strong bank references and capitalization

**Working Capital** = Current Assets – Current Liabilities

- Must equal or exceed 30 days of projected monthly operating expenses for the contract year

## 2. ONGOING FINANCIAL REPORTING AND MONITORING

### 2.1 Quarterly Financial Reports

Beginning immediately upon contract execution and continuing for the entire contract term, Contractor shall submit the following **within 30 days after each calendar quarter**:

## RFP Exhibit 5A – Contractor Financial Monitoring Addendum

### 2.1.1 Quarterly Reporting Package

1. **Unaudited Financial Statements** (Balance Sheet, Income Statement, Cash Flow Statement as of quarter-end)
2. **Aging of Accounts Receivable** (by aging bucket: current, 30-60 days, 60-90 days, 90+ days)
3. **Aging of Accounts Payable** (by aging bucket, with notation of any payments 30+ days overdue)
4. **Debt Schedule** (all loans, lines of credit, equipment financing with current balances, monthly payments, interest rates, and maturity dates)
5. **Key Personnel Status Report** (notification of any officer-level resignations, changes in ownership, or changes in management)
6. **Insurance Status** (verification that all required coverages remain in force with current certificate of insurance)
7. **Certification Statement** (signed by Contractor's CFO or equivalent authorized officer, certifying accuracy of submitted information)

### 2.1.2 Submission Requirements

- **Format:** Electronic submission via secure email or District-approved portal (PDF format with original signature/digital certification)
- **Recipient:** Lakota Local School District, Director of Pupil Services AND Business/Fiscal Officer
- **Deadline:** 30 calendar days after each quarter-end (March 31, June 30, September 30, December 31)
- **Late Submission Penalty:** \$500 per day of delinquency, assessed against monthly invoices
- **Non-Submission Consequence:** Failure to submit by day 45 after quarter-end constitutes grounds for immediate suspension of transportation operations and invocation of Contractor Replacement Procedures (Section 4 below)

### 2.2 Annual Audited Financials

No later than **180 days after Contractor's fiscal year-end**, Contractor shall submit:

1. **Audited financial statements** (prepared by CPA in accordance with GAAS standards)
2. **Auditor's management letter** (if any issues raised)
3. **Auditor's opinion letter**
4. **Schedule of compliance with debt covenants** (if any debt agreements contain financial covenants)

If Contractor's fiscal year-end does not coincide with calendar year-end, Contractor shall notify District in writing within 30 days of contract execution, specifying the fiscal year-end date.

### 2.3 Financial Ratio Monitoring During Contract Term

District will calculate and monitor the same ratios required in Section 1.1.3 on **quarterly basis** using submitted financial data. Contractor must maintain:

Metric	Minimum During Contract	Warning Threshold
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## RFP Exhibit 5A – Contractor Financial Monitoring Addendum

Current Ratio	1.5:1	Falls below 1.3:1
Debt-to-Equity	3:1 or lower	Exceeds 3.5:1
Net Profit Margin	+2% (annual average)	Falls below 0%
Days Sales Outstanding (receivables)	60 days or less	Exceeds 90 days
Days Payable Outstanding	Must be paid within 60 days	Exceeds 90 days

**Breach of financial thresholds triggers immediate notice and 10-business-day cure period** (see Section 3.2 below).

### 3. EARLY WARNING MONITORING AND RED FLAGS

#### 3.1 Automatic Red Flag Events

The following events constitute **automatic triggers** requiring immediate written notification to District and initiation of enhanced monitoring protocols:

##### 3.1.1 Payment and Credit Events

- **Any payment 30+ days overdue** to District for delivered services
- **Any garnishment, levy, or wage attachment** against Contractor
- **Any debt default** (loan payment 30+ days past due, covenant violation)
- **Credit line reduction or revocation** by any lending institution
- **Notification of collection action** by any creditor
- **PAYDEX score decline** of more than 10 points from most recent report
- **Dun & Bradstreet rating downgrade**

**Notification requirement:** Within 2 business days of event occurrence, Contractor must provide written notice to District identifying:

- Nature of the event
- Amount(s) involved
- Expected resolution timeline
- Remedial steps being taken

##### 3.1.2 Operational and Staffing Events

- **Loss of key personnel** (owner, CFO, Operations Director, or equivalent) without 30-day notice and identified successor
- **Sudden reduction** in active service fleet by more than 10% without District prior consent
- **Departure of 20% or more** of driver workforce within any 30-day period
- **Failure to maintain required insurance coverage** (any lapse in commercial general liability, commercial auto, workers' compensation, or other required coverage)

## RFP Exhibit 5A – Contractor Financial Monitoring Addendum

- **Loss of, or significant limitation on, fuel supply** or other critical operational resources

### 3.1.3 Legal and Compliance Events

- **Filing of any bankruptcy petition** (Chapter 7, 11, 13, or 15)
- **Appointment of receiver, trustee, or similar fiduciary** for contractor assets
- **Suspension or revocation** of contractor's business license or operating authority
- **Any lien filed against Contractor** (UCC-1, tax lien, judgment lien, mechanic's lien)
- **Material lawsuit** filed against Contractor exceeding \$100,000 in claimed damages (must be disclosed within 5 business days)

### 3.1.4 Financial Reporting Events

- **Late submission** of required quarterly or annual financial reports (beyond 30-day deadline)
- **Qualified audit opinion** (anything other than unqualified "clean" opinion) from independent auditor
- **Auditor's management letter** noting any reportable conditions or material weaknesses
- **Changes in auditor** (must be disclosed and explanation provided within 5 business days)

## 3.2 Response Protocols Upon Red Flag Event

### 3.2.1 Tier 1 Response (Minor Red Flags)

**Triggers:** Payment 30-59 days overdue; PAYDEX score decline; minor personnel change

- **District action:** Written notice to Contractor within 2 business days of notification
- **Contractor response:** 5 business days to provide written explanation and corrective action plan
- **Enhanced monitoring:** Contractor must submit monthly (rather than quarterly) financial reports for 90 days
- **Escalation condition:** If issue not resolved within 30 days, advances to Tier 2

### 3.2.2 Tier 2 Response (Significant Red Flags)

**Triggers:** Payment 60+ days overdue; current ratio falls below 1.3:1; debt-to-equity exceeds 3.5:1; key personnel loss without successor identified; collection action; 15%+ workforce reduction

- **District action:** Formal Notice of Financial Concern, issued within 2 business days
- **Contractor obligation:**
  - Provide comprehensive written plan to remedy issue within 5 business days
  - Authorize District to conduct unannounced facility inspection and records audit
  - Provide Contractor bank statements for preceding 90 days (to assess cash flow)
  - Consent to discussion with Contractor's lenders/creditors (District may contact directly)
- **Enhanced monitoring:** Weekly (rather than monthly) financial reporting; District may conduct on-site monitoring

## RFP Exhibit 5A – Contractor Financial Monitoring Addendum

- **Escalation condition:** If issue not resolved within 60 days, advances to Tier 3

### 3.2.3 Tier 3 Response (Critical Red Flags)

**Triggers:** Bankruptcy filing; receivership/trusteeship; license suspension; payment 90+ days overdue; loss of insurance; current ratio below 1.0:1; negative working capital; auditor qualified opinion; multiple red flags within 90 days

- **District action:** Formal Notice of Intent to Suspend Services, issued immediately
- **Contractor obligations:**
  - Cease normal business operations pending District review
  - Surrender all operational control to District within 24 hours
  - Provide custody of all vehicles, keys, fuel cards, and operational records
  - Maintain insurance coverage and cooperate fully with transition
- **District options:**
  - **Activate Fleet Purchase/Control Clause** (per Section 7(c) of Primary Agreement)
  - **Implement Immediate Contractor Replacement** (emergency procurement procedures; Section 4 below)
  - **Assume Direct Operations** (District or interim contractor operates fleet during transition)
- **Contractor still liable** for all transportation service obligations until formally relieved by District

### 3.2.4 No Continuance During Red Flag Response

Once any Tier 2 or Tier 3 response is initiated, District **does not waive any contractual rights**, including immediate termination for material breach or invocation of any remedies in Primary Agreement (Sections 1(e), 7(c), or any other provision).

## 4. UNANNOUNCED AUDIT AND INSPECTION RIGHTS

### 4.1 District Inspection Authority

Without limitation to any other audit rights, the District retains the right to conduct **unannounced inspections and audits** of Contractor's operational facilities, financial records, and transportation assets upon reasonable notice (24 hours minimum) during normal business hours.

#### 4.1.1 Scope of Inspection

District's inspection team may:

- Review all financial records, bank statements, loan documents, and accounting workpapers
- Inspect all vehicles (maintenance records, service logs, fuel records, mileage)
- Observe operations (dispatch, driver communications, fueling, maintenance)
- Interview driver and staff (regarding compensation, scheduling, and operational issues)
- Review fuel and maintenance vendor contracts and payment histories

## RFP Exhibit 5A – Contractor Financial Monitoring Addendum

- Assess fleet condition and compliance with contract maintenance standards
- Verify insurance coverage status with insurance companies directly

### 4.1.2 Frequency

- **Baseline:** Annual inspection (routine operational audit)
- **Upon Red Flag:** Unannounced inspections as frequently as District deems necessary (may occur weekly or more often)
- **Contractor obligation:** Provide full cooperation and access; grant key card access or escort to facilities; produce requested documents within 24 hours

### 4.2 Third-Party Financial Audit

District may, at its expense, engage an independent CPA or auditing firm to conduct a comprehensive financial audit of Contractor in any of the following circumstances:

- Contractor's audited financial statements show qualified opinion
- Multiple red flags occur within 12-month period
- Contractor's financial ratio thresholds are breached
- Contractor fails to submit required financial reports timely
- District receives credible information suggesting financial fraud or misrepresentation

Contractor shall cooperate fully, providing all requested documents and access. Contractor shall pay audit costs if audit reveals:

- Misrepresentation of financial condition
- Unauthorized use of District assets
- Fraud or intentional misconduct
- Material non-compliance with contractual terms

## 5. CONTRACTOR BANK ACCOUNT AND FUEL CARD CONTROLS

### 5.1 District Access to Operational Accounts

#### 5.1.1 District Fuel Card Program

- **Requirement:** Contractor shall use **District-issued fuel cards exclusively** for all fuel purchases for District transportation fleet
- **No private fuel cards:** Contractor prohibited from using personal, business, or third-party fuel cards for District fleet operations
- **Card access:** District retains ability to monitor fuel purchases by vehicle in real-time
- **Immediate suspension capability:** District may immediately suspend Contractor's fuel card access upon any red flag event or suspected misuse
- **Beneficiary:** Fuel card program protects District assets and ensures continuity of fuel access in transition scenario

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### 5.1.2 Bank Account Monitoring

- **Contractor authorization:** Contractor shall authorize District to contact its primary operating bank(s) quarterly to confirm account status, balance ranges, and any unusual activity
- **ACH verification:** District may require Contractor to verify bank account information and confirm authorization of all District payments to Contractor
- **No restricted access:** Contractor account shall not restrict District's ability to verify payment clearance

### 5.2 Transition of Fuel and Asset Control

Upon any Tier 3 red flag event or suspension of Contractor services:

- District immediately assumes control of fuel card(s) and fuel account
- District may redirect remaining fuel purchases to District-approved vendors
- District may position fuel at facilities under District/interim contractor control
- Contractor's personal fuel card or credit accounts cannot be used for District vehicles under any circumstances

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## 6. KEY PERSONNEL AND SUCCESSION REQUIREMENTS

### 6.1 Identified Key Personnel

Contractor shall identify in writing (within 30 days of contract execution):

- **Owner(s)/Principal(s)** – names, titles, percentages of ownership
- **Chief Financial Officer or equivalent** – responsible party for financial reporting
- **Director of Operations** – responsible party for transportation operations
- **Other officers** – any person holding authority to commit Contractor to new obligations or incur debt >\$50,000

#### 6.1.1 Stability Requirements

- **Minimum tenure:** Any change in identified key personnel must provide written notice within 2 business days
- **Succession plan:** If any key personnel departs, Contractor must provide name and qualifications of successor within 5 business days
- **District approval:** District has 10 business days to object to any successor based on inadequate qualifications or financial/operational concerns
- **Failure to comply:** Lack of qualified successor = automatic Tier 2 red flag (enhanced monitoring)

#### 6.2 Ownership or Control Changes

Any change in ownership, control, or management structure (including sale of business, merger, acquisition, change in LLC membership, etc.) requires:

1. **30 days advance notice** to District (or immediately if emergency situation)

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2. **New financial disclosures** (per Section 1.1.1) from incoming owner/operator
3. **Revalidation** of financial thresholds (per Section 1.1.2)
4. **District approval** (not to be unreasonably withheld)
5. **New key personnel identification** (per Section 6.1)

**Failure to provide advance notice = material breach = grounds for immediate termination**

### 7. DEBT AND LIEN MANAGEMENT

#### 7.1 Debt Disclosure Schedule

Upon contract execution and updated annually thereafter, Contractor shall provide complete Debt Schedule listing:

- All loans and lines of credit (lender, amount, interest rate, payment terms, maturity date, monthly payment amount)
- All equipment financing (description of equipment, amount financed, monthly payment, maturity)
- All conditional sales contracts or lease obligations
- All guarantees or personal guarantees from owner(s)
- Current balance and payment status for each obligation

**Updated annually (within 30 days of contract anniversary) or within 10 days after any new debt is incurred.**

#### 7.2 Lien and Encumbrance Restrictions

##### 7.2.1 Prohibited Liens

**Contractor shall NOT encumber, pledge, mortgage, or place any lien against:**

- Any vehicle, fuel, or equipment used to provide District transportation services
- Any District assets held by Contractor for operational purposes
- Any route or service area under this Contract

**Exception:** Liens may be placed against District assets ONLY with District's prior written consent, and must expressly subordinate to District's ownership rights and Fleet Purchase Option (Section 7(c) of Primary Agreement).

##### 7.2.2 UCC Filings

- Contractor authorizes District to conduct UCC searches on Contractor quarterly
- Contractor shall provide certified copies of all UCC-1 filings affecting Contractor or its assets
- Contractor shall notify District within 5 business days of any new UCC-1 filing
- If District discovers undisclosed liens, Contractor must provide explanation within 5 business days and either:
  - Satisfy/remove the lien within 30 days, OR

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- Provide legal opinion that lien does not affect District assets

### 7.2.3 Priority

**District's Fleet Purchase Option (Primary Agreement Section 7(c)) is senior to all liens, mortgages, security interests, and judgments.** Any lien filed against Fleet Assets must expressly subordinate to District's superior interest in event of Contractor insolvency.

### 7.3 Debt Covenants and Limitations

- **Maximum additional debt:** Contractor shall not incur debt exceeding \$500,000 (cumulative) without District written notice and opportunity to review impact on Contract performance
- **Covenant violations:** Contractor must notify District within 2 business days of any actual or anticipated violation of any debt covenant
- **Refinancing:** Any refinancing or restructuring of existing debt must be reported within 10 days

## 8. INSURANCE VERIFICATION AND MAINTENANCE

### 8.1 Continuous Insurance Obligation

Contractor shall maintain all required insurance coverage throughout Contract term. District may verify coverage status **without notice** by contacting insurance carriers directly.

#### 8.1.1 Verification Methods

- Quarterly review of updated Certificates of Insurance
- Direct inquiry to insurance carriers (Contractor authorizes carriers to disclose coverage status to District)
- Contractor's authorization for District to appear on loss control notices
- Contractor's authorization for District to request renewal notices before expiration

#### 8.1.2 Lapse in Coverage = Red Flag Event

Any lapse, cancellation, or material reduction in required coverage (including failure to renew before expiration) constitutes **automatic Tier 3 red flag event**, triggering immediate suspension of transportation services and Fleet Purchase activation.

## 9. CREDITOR AND VENDOR COMMUNICATION

### 9.1 District Right to Contact Creditors

In connection with financial monitoring or upon any red flag event, District may:

- Contact Contractor's lenders, equipment vendors, fuel suppliers, and insurance carriers
- Request status updates on Contractor's account, payment history, and account standing
- Inquire regarding any disputes, delinquencies, or account restrictions
- Provide notice of District's interest in receiving notification of material changes in Contractor's account status

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**Contractor waives all confidentiality objections and consents to such disclosures.**

### 9.2 Bank Reference Communications

District shall contact Contractor's bank(s) quarterly to verify:

- Account status and activity level
- Approximate balance ranges (not precise balances, but tier confirmation: \$0-50K, \$50-100K, \$100K+)
- Any NSF incidents or overdrafts in preceding 90 days
- Any account restrictions or holds
- Any foreclosure or collection activity

**Contractor must authorize each bank in writing to permit such inquiries** (authorization must be on file with District before first inquiry).

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## 10. COMPLIANCE CERTIFICATION

### 10.1 Contractor Certification Statement

Contractor's authorized officer shall certify **quarterly** (concurrently with financial reports) that:

- All financial information submitted is true, accurate, and complete
- Contractor has disclosed all material adverse changes to financial condition
- Contractor has disclosed all red flag events enumerated in Section 3.1
- All insurance coverage remains in force and has not been materially restricted
- No litigation or threatened litigation exceeding \$100,000 is pending or threatened
- No material operational issues have occurred that would affect transportation service delivery
- All vehicles are properly maintained, fueled, and operational
- No key personnel changes have occurred that were not previously disclosed

**Certification must be signed by CFO or equivalent financial officer and notarized.**

**False certification = material breach = grounds for immediate termination and damages.**

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## 11. ESCALATION PROCEDURES AND DISPUTE RESOLUTION

### 11.1 Escalation Protocol

If District and Contractor dispute whether a red flag event has occurred or whether Contractor has cured a red flag condition:

1. **Day 1-5:** Contractor submits written response/objection to District Director of Pupil Services
2. **Day 6-10:** Director of Pupil Services reviews and issues written decision
3. **Day 11-15:** If Contractor disagrees, matter escalates to Superintendent (or designee)

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4. **Day 16-20:** Superintendent issues final determination
5. **Day 21+:** If issue remains unresolved, District may:
  - Invoke immediate termination for breach
  - Activate Fleet Purchase Option (Section 7(c) of Primary Agreement)
  - Implement Contractor Replacement procedures (Section 4)

**No escalation delays enforcement:** District's right to suspend operations, pursue remedies, or invoke Fleet Purchase Option is NOT suspended during dispute resolution.

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## 12. INTEGRATION WITH PRIMARY AGREEMENT

### 12.1 Relationship to Primary Transportation Contract

This Addendum is **incorporated by reference** as binding obligations in the Primary Transportation Services Agreement between Lakota Local School District and Contractor. In the event of any conflict between provisions of this Addendum and the Primary Agreement:

1. **Conflict resolution:**
  - Section 7(c) Fleet Purchase Option (Right of First Refusal) governs bankruptcy/insolvency scenarios
  - This Addendum governs all financial monitoring and early detection protocols
  - Section 1(e) Termination for Cause provisions remain applicable
2. **Cumulative rights:** District's rights under this Addendum are **in addition to** (not replacement of) any remedies available under the Primary Agreement, Ohio law, or equitable principles
3. **No waiver:** District's failure to exercise any right under this Addendum shall not constitute waiver of that right or any other right

### 12.2 Contract Compliance Clause

Contractor acknowledges that:

- Compliance with all financial monitoring and reporting requirements is **material condition** of Contract performance
- Failure to comply constitutes **material breach** entitled to termination without cure period (or with only 5-business-day cure period at District's discretion)
- Monetary damages may be inadequate remedy for non-compliance, and District shall be entitled to injunctive relief and specific performance

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## 13. DEFINITIONS

**"Audited Financial Statements":** Financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) and subjected to audit by an independent CPA expressing an unqualified opinion.

**"Current Ratio":** Calculated as (Current Assets ÷ Current Liabilities); measures contractor's ability to pay short-term obligations.

## RFP Exhibit 5A – Contractor Financial Monitoring Addendum

**"Days Payable Outstanding"**: Average number of days between purchase of goods/services and payment to vendors; calculated as  $(\text{Accounts Payable} \div \text{Cost of Goods Sold}) \times 365$ .

**"Days Sales Outstanding"**: Average number of days to collect payment from customers; calculated as  $(\text{Accounts Receivable} \div \text{Revenue}) \times 365$ .

**"Debt-to-Equity Ratio"**: Calculated as  $(\text{Total Debt} \div \text{Total Equity})$ ; measures financial leverage.

**"Fleet Assets"**: All buses, vehicles, equipment, and related assets used by Contractor to provide transportation services under this Contract.

**"Key Personnel"**: Owner(s), CFO, Director of Operations, and other officers or managers identified by Contractor.

**"Net Profit Margin"**: Calculated as  $(\text{Net Income} \div \text{Revenue}) \times 100\%$ ; measures profitability.

**"PAYDEX Score"**: Credit indicator published by Dun & Bradstreet ranging from 0-100, measuring promptness of payment to trade creditors.

**"Qualified Audit Opinion"**: Any audit opinion other than unqualified (clean) opinion (including qualified, adverse, or disclaimer opinions).

**"Red Flag Event"**: Any event enumerated in Section 3.1 requiring notification to District.

**"Working Capital"**: Calculated as  $(\text{Current Assets} - \text{Current Liabilities})$ ; measures financial cushion for operations.

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### 14. EFFECTIVE DATE AND APPLICABILITY

This Addendum becomes effective upon contract execution and applies to all contractors awarded transportation services under the Lakota Local School District 2026 Pupil Transportation RFP.

**Retroactive application**: For any renewal of existing transportation contracts resulting in new agreement, this Addendum shall apply effective date of new agreement.

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### 15. ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

By signing below, Contractor acknowledges:

- Receipt and review of this Contractor Financial Monitoring Addendum
- Understanding of all financial monitoring and reporting obligations
- Consent to all inspection, audit, and verification procedures
- Authorization for District to contact creditors, lenders, and insurance carriers
- Understanding that non-compliance constitutes material breach
- Understanding that bankruptcy or financial distress triggers automatic Fleet Purchase rights

**RFP Exhibit 5A – Contractor Financial Monitoring Addendum**

**CONTRACTOR NAME (Print):** \_\_\_\_\_

**AUTHORIZED OFFICER NAME/TITLE (Print):** \_\_\_\_\_

**AUTHORIZED OFFICER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LAKOTA LOCAL SCHOOL DISTRICT**

**DIRECTOR OF PUPIL SERVICES:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BUSINESS/FISCAL OFFICER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENTS**

**Attachment A:** Financial Ratio Calculation Worksheet (template for quarterly monitoring)

**Attachment B:** Red Flag Event Notification Form (template for Contractor submissions)

**Attachment C:** Monthly Financial Dashboard (for District use tracking key metrics)

**Attachment D:** Bank Reference Authorization Form (Contractor authorization for District inquiries)

**Attachment E:** Insurance Verification Authority Form (Contractor authorization for carrier inquiries)

**Attachment F:** UCC Search Summary Form (reporting current liens and encumbrances)

*This Addendum was developed in consultation with school transportation industry standards, municipal procurement best practices, and bankruptcy protection protocols to ensure Lakota Local School District maintains operational continuity and asset protection in all contractor relationships.*