Hattiesburg Public School District
301 Mamie Street
Hattiesburg, MS 39401

REQUEST FOR PROPOSALS

FOR

RFP #27-002: 2027 Student Transportation Services

Initial Contract Term: July 1, 2027, through June 30, 2031.

LEGAL NOTICE SPECIFICATIONS
PRESCRIBED QUESTIONNAIRE

November 8, 2026

RFP #27-002: 2027 Student Transportation Services

Student Transportation Operations and Fleet Maintenance Services

Table of Contents

General Description of the Area	3
Instructions To Proposers	7
General Contract Terms and Conditions to Proposers	13
Vehicles	19
Personnel	21
Safety Program	24
Insurance	25
Routes and Schedules	26
Contract Cancellation	30
Contractor Leasing Bus Facility	31
Contractor Not an Agent	32
Supervision of Loading and Unloading	33
Student Management	34
Operating Expense	35
Fuel	36
Equipment	37
Invoicing and Payment	38
Performance Measures	39
Contract Conditions	40
Project Description	41
Proposal Questionnaire	42
Appendix A: Proposal Form	50
Appendix B: HPS Fleet	51

GENERAL DESCRIPTION OF THE AREA

Hattiesburg is a city in the U.S. state of Mississippi, primarily in Forrest County (where it is the county seat) and extending west into Lamar County. The city population was 48,802 at the 2020 census. It is the principal city of the Hattiesburg, Mississippi, Metropolitan Statistical Area, which encompasses Forrest, Lamar and Perry counties.

TRANSPORTATION

Major east-west roads include 4th Street, Hardy Street/ US Highway 98, Oak Grove Road, Lincoln Road, Classic Drive, 7th Street, and Old MS Highway 42. **Major north-south roads include** Interstate 59, US Highway 11/Broadway Drive/Veterans Memorial, West Pine Street, Main Street, US Highway 98, 28th Avenue, Golden Eagle Avenue, 38th Avenue, 40th Avenue, Westover, Weathersby Road, and King Road/Old Highway 11.

PER CAPITA INCOME

The per capita personal income annually for the City of Hattiesburg was $46,342.
(source:www.census.gov; dated September 11, 2026)

HATTIESBURG PUBLIC SCHOOL DISTRICT

(Please click the hyperlink below for detailed information) www.hattiesburgpsd.com

The Hattiesburg School District is a public school district based in Hattiesburg, Mississippi (USA). Most of the district is located in Forrest County, but a small portion extends into Lamar County. Present education facilities of the district consist of:

School	Grades
Hattiesburg High School	9-12
N.R. Burger Middle School	7-8
STEAM Academy	6
Grace Christian Elementary School	PK-5
Hawkins Elementary School	PK-5
Woodley Elementary School	PK-5
Thames Elementary School	PK-5
Rowan Elementary School	PK-5

Enrollment

Enrollment figures for the District for the scholastic year 2025-2026 and for the four preceding years are as follows:

Scholastic Year	Enrollment
2025-2026	3,930
2024-2025	3,923
2023-2024	3,746

The average percentage of enrollment that uses student transportation is approximately 75%.

Description of Student Routes:

Tier 1: Burger Middle School, STEAM Academy and Lillie Burney
Tier 2: All PK-5 schools (Grace, Rowan, Hawkins, Thames, and Woodley students
Tier 3: Hattiesburg High School

Other: Special provisions to accommodate special needs students and alternative school

Administrative power is placed with the superintendent. The current superintendent is Dr. Robert Williams, who has held this position since July 2016.

Building and Site Information

School	Address
Hattiesburg High School	301 Hutchinson Avenue
N.R. Burger Middle School	174 WSF Tatum Drive
STEAM Academy	176 WSF Tatum Drive
Grace Christian Elementary	2207 W. 7th Street
Hawkins Elementary	526 Forrest Avenue
Woodley Elementary	2006 O'Ferral Street
Thames Elementary	2900 Jamestown Road
Rowan Elementary	500 ML King Avenue
Lille Burney Learning Center	901 Ida Avenue

GLOSSARY:

1. Request for Proposal: Herein referred to as "RFP". A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein supported by the data called for by the specifications after final negotiations.

2. Addenda: Written instructions issued by the HPSD prior to the execution of the Contract, which modify or interpret the specification documents by addition, deletions, clarifications or corrections.

3. Proposer: One who submits a proposal for the service contract with HPSD for the service described in the specifications.

4. Specifications: These include the Instructions and General Conditions to the proposer, including any addenda prior to when the HPSD receives the RFP.

5. Fiscal Year: HPSD fiscal year begins July 1 of the current year and goes through June 30 of the following year.

6. Pre-Proposal Conference: This mandatory meeting is for the purpose of the proposer to receive answers to any questions regarding proposal specifications and the current transportation system.

7. Evaluation Criteria: To ensure fairness to proposers, but protect HPSD, the RFP evaluation and award will be based on a variety of criteria in addition to pricing.

8. SAMS: The HPSD student database, which is the Student Accountability Management System.

9. HPSD: The Hattiesburg Public School District shall be referred to herein as the "HPSD".

10. Contractor: The successful proposer shall be referred to as the "Contractor".

11. Bus Monitor/Aide: A person performing the duties performed by persons holding such designations that assist drivers in student behavior, loading, unloading and other duties as assigned.

12. Students: Those people designated by the HPSD as eligible for pupil transportation services under HPSD policy and Mississippi Law.

13. Facilities: The HPSD's transportation/bus shop, office and contiguous parking area.

14. Fleet: All of the District owned school Buses.

15. School Bus: A bus that complies with Mississippi Minimum Standard for School Buses, established by the Mississippi Board of Education.

16. School Bus Driver: A School Bus operator who is certified by the Mississippi Department of Education.

17. Routes: Transporting students from beginning to ending points: i.e., home (pick-up point) to school (delivery point) and return home.

TENTATIVE PROCUREMENT SCHEDULE

Public Notice to Newspaper	Monday, November 2, 2026
Newspaper Run Dates	Sunday, November 8, 2026, and Sunday, November 15, 2026
Release of RFP	By Sunday, November 8, 2026
Observation of Bus Garage	Wednesday, November 18, 2026 10:00 a.m., CST
Mandatory Pre-Proposal Conference for Clarifications/Questions *Email copy of initial questions by 8:00 a.m. Wednesday, November 18, 2026.* email to: robert.williams@hattiesburgpsd.com	Wednesday, November 18, 2026 1:00 p.m., CST
Deadline For Written Clarifications/Questions email to: robert.williams@hattiesburgpsd.com	Friday, November 20, 2026
Final Addendum to be Issued to Proposers	Friday, December 4, 2026
RFP Due Date	Wednesday, December 16, 2026, 10:00 a.m. CST
RFP Opening Date	Wednesday, December 16, 2026, 10:00 a.m. CST
Board Approval of Award & Contract	TBD
Implementation	July 1, 2027

PLEASE NOTE: The HPSD reserves the right, in its sole discretion, to change any or all portions of the above-identified timeline as it determines to be in its best interest.

I. INSTRUCTIONS TO PROPOSERS

A. NOTICE IS HEREBY GIVEN that the HPSD will accept proposals for a four (4) year contract for STUDENT TRANSPORTATION SERVICE. The contract may be extended for an additional four (4) year term if agreed upon by both parties and complies with and observes all provisions of the Vehicle Code and the School Code, as applicable, Mississippi Code Ann. Titles 37 and 63, respectively and all other applicable laws. Proposals should be submitted for a four-year period, encompassing the 2027-2028, 2028-2029, 2029-2030, 2030-2031 fiscal years beginning July 1, 2027, and going through June 30, 2031. Proposals will be opened in the Office of Superintendent, Hattiesburg Public School District, located at 301 Mamie Street, Hattiesburg, MS 39401.

B. Central Bidding is HPSD's secure electronic bidding provider. The Proposal may be signed and uploaded to Central Bidding (www.centralbidding.com) no later than **Wednesday, December 16, 2026, 10:00 a.m. CST.** This is free of charge and is Hattiesburg Public School District's preferred method. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. However, the Vendor has the option to submit the Proposal in a sealed envelope or package to 301 Mamie Street, Hattiesburg, MS 39401. All delivered Proposals must include one (1) original (in binder), five (5) copies (in binder), and (1) digital copy (readable PDF) USB Flash Drive.

C. Proposers who wish to observe the HPSD bus garage can do so on **Wednesday, November 18, 2026, 10:00 a.m., CST.** The Transportation and Bus Maintenance Complex is located at 707 Hutchinson Avenue, Hattiesburg, MS 39401.

D. A Pre-Proposal Conference will be held at the Office of Superintendent, Hattiesburg Public School District, located at 301 Mamie Street, Hattiesburg, MS 39401 **Wednesday, November 18, 2026, 1:00 p.m., CST.** Attendance at this meeting is mandatory for any Proposer wishing to submit a proposal. The purpose of this meeting will be to answer any questions regarding the proposal specifications and the current transportation system. All information from this meeting will be sent in letter form as an addendum to all vendors that have received a proposal packet. Proposers must satisfy themselves, upon examination of these specifications in the pre-proposal conference, as to the intent of the specifications.

IMPORTANT PRE-PROPOSAL PREPARATION: The Pre-Proposal Conference will follow in chronological order of this RFP. All questions from the Proposer should begin from the start of the RFP and note page number, section number, and section name. A copy of your initial questions to the Pre-Proposal meeting shall be emailed on or before **Wednesday, November 18, 2026, 8:00 a.m., CST.**

E. If HPSD is closed for any reason, including but not limited to: acts of God, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, earthquakes, ice, snow, floods or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, **all proposals received shall be opened on the next business day that the HPSD shall be open and at the previously advertised time.** The new date and time of the proposal opening, as determined in accordance with the paragraph, shall be advertised, and all Proposers, upon submission of a proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Proposals shall be received by the HPSD until the new date and time of the RFP opening as set forth herein. The HPSD shall not be held responsible for the receipt of any RFP for which the

delivery was attempted and failed due to the closure of the HPSD as a result of a Force Majeure Event. Each Proposer shall be required to ensure the delivery and receipt of its proposal by the HPSD prior to the new date and time of the RFP opening.

F. Questions: Written clarification questions must be received by HPSD no later than Friday, November 20, 2026 at 10:00 a.m. Email questions to Dr. Robert Williams at robert.williams@hattiesburgpsd.com.

G. Office hours are from 8:00 AM to 5:00 PM, Monday through Friday. All inquiries must be in writing.

H. Proposal information shall be public record to the extent provided in Mississippi Code Annotated § 25-61-1 *et seq*. (1972, as amended). However, proposals shall not be available for public review until after the contract award.

I. Each proposal must be submitted on the proposal forms provided with these specifications, following the proposal response format, and must be contained in a sealed envelope/package, which shall be endorsed on the outside with the following information:

RFP FOR STUDENT TRANSPORTATION SERVICES

RFP Number: **RFP #27-002: 2027 Student Transportation Services**
Name and Address of Proposer
RFP Due Date and Time

The RFP should be checked for accuracy, sealed, and mailed to:
Hattiesburg Public School District
Attn: Mrs. Kathy Hughes
301 Mamie Street
Hattiesburg, MS 39401

Each Proposer must submit a copy of the Proposal Questionnaire, as instructed, with all questions answered with the RFP. This response will be used by the HPSD during the evaluation and selection process. User organizations cited as references may be contacted by the HPSD to determine if the level of service provided to the organization by the Proposer is satisfactory or unsatisfactory. The HPSD may also contact other organizations cited, such as banks, to verify the Proposer's response is accurate. Proposers are hereby advised that the HPSD maintains the sole and exclusive right to determine whether or not any Proposer is responsible and can provide proper and satisfactory transportation services as defined herein.

All proposals submitted must be valid for a minimum period of ninety (90) days after the date set for the proposal opening.

J. PROPOSAL RESPONSE FORMAT:

The Proposer should respond to all areas requested. Original Proposal and copies shall be submitted in a binder in letter-size (8-1/2" x 11") format. Proposals shall follow the format and order of presentation described below. The Proposer shall be solely responsible for the accuracy and completeness of its proposal.

(a) **Table of Contents**

(b) **Introduction (Cover Letter)**
A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer and brief statement regarding the vendor's understanding of the scope of the work. By signing the letter and/or proposals, the Proposer certifies that the signor is authorized to bind the Proposer.

(c) **Executive Summary**
Provide an executive summary of the proposed plan as well as its area(s) of expertise and resource capabilities it believes highlight its firm as superior or unique in addressing the needs of HPSD as stated in the scope of work.

This section should serve to introduce the purpose and the scope of the proposal. It should include administrative information including, at a minimum, response date, proposer's contact name and phone number as well as a stipulation that the proposal is valid for a period of ninety (90) days from the date of submission. The section shall also include a summary of the proposer's qualifications and ability to meet HPSD's overall requirements.

It shall include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer may submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions should be explained.

(d) **Proposal Documents and Amendments**
- Proposal Forms A
- Bid Bond
- Proof of Certificate of Insurance as specified.
- Questionnaire (Must follow Instructions for Submittal)
- HPSD supplies its proposed agreement and requires vendors to identify exceptions/redlines in a designated schedule.

(e) **Any Additional Documentation**

K. The Board of Education of the HPSD reserves the right to reject any and all proposals. Grounds for the rejection of RFP's include, but shall not be limited to:
(a) Failure of a Proposer to conform to the essential requirements of the Specification.
(b) Submitting a Proposal that does not conform to the specifications contained or referenced in the specification.
(c) Submitting a Proposal which fails to conform to the delivery or completion established in the specification.
(d) Submitting a Proposal imposing conditions which would significantly modify the terms and conditions of the specification or significantly limit the proposer's liability to the HPSD on the contract awarded on the basis of such specification.
(e) Proposals received from the proposers determined not to be proposers.
(f) Failure to furnish a proposal guarantee when required by the specification.

L. Technicalities or minor irregularities in proposals which may be waived when the HPSD determines (a) that it will be in the HPSD's best interest to do so, (b) are mere matters of form not affecting the material substance of proposal or some immaterial deviation from (c) or variation in the precise requirements of the specification and having none, or (d) a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, (e) or be otherwise prejudicial to other Proposers. The HPSD may either give the Proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his Proposal or waive such deficiency where it is advantageous to the HPSD to do so. The HPSD reserves the right to reject the Proposal if it is deemed the acceptance of the Proposal would not be in the best interest of the HPSD financially.

M. The contract will be awarded, if at all, to the lowest and best Proposer that meets specifications as determined by the Board of Education. Proposals should be submitted on the premise that the HPSD intends to contract as a single unit, and that the Proposal must be acceptable to the Board. While the financial responsibility of the Proposer is a significant concern, the Board is equally concerned with the proven ability of the Proposer to satisfactorily fulfil the contract so that the service will be provided in accordance with proposed contract documents.

N. Public Records: The Proposals will not be opened to the public nor be disclosed to unauthorized persons prior to award of the contract. However, after award of the contract, all Proposals shall be open to public inspection, subject to any continuing prohibition under disclosure of confidential data, which is designated as such in a proposal, and which is consistent with the laws of MS and the HPSD policy.

O. Negotiations: A contract may be awarded on the Proposals as submitted or the HPSD may elect to conduct written or oral negotiations of technical aspects of the proposals, final terms and conditions, requirements, and/or cost after reviewing all proposals submitted. These negotiations will involve only proposers who submit proposals, which fall within the competitive range.

P. Budgetary Constraints: The HPSD reserves the right to reduce or increase the quantity, retract any item from the proposal, or upon notification, terminate the entire Contract without any obligations or penalty based upon availability of funds.

Q. Notice of Intent to Award: Upon review and approval, a Notice of Intent to Award letter will be issued by the HPSD. A contract shall be completed and signed by all parties concerned on or before March 15, 2027. If this date is not met, through no fault of HPSD, HPSD may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer. HPSD will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

R. Sample Contract: All Proposers shall submit a sample contract integrating the requirements specified herein as part of their proposal.

S. Contract Formation and Execution: The complete Contract shall consist of the HPSD's Request for Proposal, including Addendums, the Proposal of the Contractor, and the final Student Transportation Contract. The RFP and the Proposal shall be affixed to the final Student Transportation Contract entered with the Contractor and shall be considered an integral part thereof. Should it be determined that there is a contradiction between the RFP

and Contract, the terms and conditions stated in the final Student Transportation Contract shall prevail.

T. Evaluation: As part of the evaluation process, HPSD may conduct interviews and/or presentations with proposers determined to be within the competitive range. HPSD reserves the right to limit interviews with proposers whose proposed costs are determined by the District to be within an acceptable budget range. While cost is an important consideration, the lowest-priced proposal will not necessarily result in an award. Information obtained through the interview will be considered in the final evaluation and scoring, including, but not limited to: (1) cost and overall value; (2) past performance and references; (3) safety, fleet maintenance, and compliance; (4) experience, staffing, and operational capacity; (5) transition, technology, and partnership; and (6) overall confidence and service fit. HPSD reserves the right to consider all relevant and reasonable criteria in selecting the successful proposer and to exercise its judgment in determining the overall value and merit of each proposal.

In no way shall the HPSD or the Board of Education be required to justify its decision or be held accountable to the proposers in making its award of the contract or its refusal to contract with any of the parties. The judgment of the value and merit of the proposals shall be made solely at the discretion of the HPSD.

U. Bid Bond: Proposals must be accompanied by a **Bid Bond** or irrevocable letter of credit of not less than 5% of the regular route cost for one year, pledging that the Proposer will enter into a contract with the HPSD on the terms stated in his Proposal. Should the Proposer refuse to enter into a contract or fail to furnish required performance and payment bonds, the amount of the security shall be forfeited to the HPSD as liquidated damages, not as a penalty.

The HPSD shall retain the bid security of Proposers until either (a) the contract has been executed and performance bonds have been furnished, or (b) the specified time has elapsed so that the Proposal may be withdrawn, or (c) all Proposals have been rejected.

V. Performance Bond: The Board of Education shall require from the successful Contractor a **Performance Bond** for the period of the contract in the amount of 100% of the regular route cost per year as stated in Miss Code §37-41-31. Upon such requirement, the bond shall be filed with the Superintendent of Education on or before the beginning of each contract year. The bond shall be placed with a surety company having a policyholder rating not lower than "A" and financial rating not lower than "AAA" in the current edition of the Best's Insurance Guide. **To assist in proposal comparisons, <u>do not</u> include the cost of a performance bond in your pricing, but do show the cost of the performance bond as a separate cost item in your proposal.**

If the Contractor refuses or fails to submit the Performance Bond, the Insurance Certificates, or other required documents within fourteen (14) days after receiving formal notification that the Contractor was awarded the Contract, the HPSD will consider the Contractor to have abandoned all rights and interests in the Contract award. Consequently, the Bid Bond may be declared forfeited to the HPSD as liquidated damages, and the services may be awarded to another Contractor who submitted a Proposal in response to this RFP. Likewise, this provision shall apply to each year of the Contract.

W. The Proposal shall be based on the premise that the HPSD will be responsible for holding title to the buses that we currently own. The Contractor will be responsible for all insurance coverages for all route buses.

X. Submission of proposals are limited to Contractors with at least ten (10) years of experience within the State of Mississippi providing pupil transportation for school districts with similar size transportation operations and with demonstrated ability in starting up operations of this scope. Proposer must be prepared to show evidence prior to award that Proposer owns or has guaranteed delivery of equipment necessary to comply with the terms of this Contract.

Y. All figures given for passengers, routes, or lengths of routes are based on data available for the **2025-2026** fiscal year. This data is being provided for information purposes only to assist with the proposal process.

Z. The minimum charge for the regular routes will be 180 days of service.

AA. Proposers must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of Proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from any Proposer.

BB. The Contractor shall always observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract, and particularly such laws pertaining to safety. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

II. GENERAL CONTRACT TERMS AND CONDITIONS TO PROPOSERS

1) The Contractor must adhere to all laws of the Mississippi Code, 1972, as amended, and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.

2) SUB-CONTRACTS
Contractors shall submit a proposal on all routes in connection with these specifications. It is unacceptable to the Board of Education for the company to sub-contract any portion of the routes to other contractors without written consent of the Board, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the Contract.

3) HOLD HARMLESS CLAUSE
The Contractor agrees to indemnify, hold harmless and defend the HPSD, their Board of Education, and all administrators, employees, agents, or servants of either or the HPSD, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney fees and expenses, and experts' fees and expenses, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of this contract.

4) COLLUSIVE BIDDING
By submitting your proposal, the Proposer certifies that his proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

5) GOVERNING LAW
This Contract shall be governed by and constructed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Hattiesburg, Mississippi. Contractor expressly agrees that under no circumstances shall HPSD be obligated to pay any attorneys' fees or expenses or the cost of legal actions to Contractor.

6) EXTRAORDINARY CIRCUMSTANCES (FORCE MAJEURE)
If either party is rendered unable, wholly or in part, by reason of accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Contract, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Contract.

7) INDEPENDENT CONTRACTOR
Based upon the Internal Revenue Code, the Contractor has been classified as an independent contractor and assumes all responsibility for reporting any earnings to federal and state authorities where required by law and paying such taxes as may be required thereon. The contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the HPSD.

8) NO THIRD PARTIES

There are no other parties to this Contract. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this Contract, its terms and conditions, or a party's actions taken hereunder.

9) ACCESS TO RECORDS

The Contractor agrees that the HPSD, or any of its duly authorized representatives, at any time during the term of this Contract, shall have access to, and the right to examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this Contract. Contractor shall maintain reasonable complete and accurate records of the operations associated with this Contract and all fees and expenses charged to HPSD, or paid on behalf of HPSD, with respect to goods and/or services secured by this Contract. The Contractor will retain such records for the period of the Contract plus three years from the ending date or termination of the Contract. All records, reports, and other information shall remain or become the property of the HPSD.

10) AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other Contract of any kind, and (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

11) EXEMPTION FROM TAXES

The HPSD is exempt from State Sales Tax.

12) E-VERIFY COMPLIANCE

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event

of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

13) Gratuities and Kickbacks

By submitting your Proposal, the Proposer certifies that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the HPSD with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of this Contract. The right of Contractor to proceed may be terminated after notice and hearing, the HPSD determines that a Contractor, any agent, or other representative of Contractor gave or agreed to give, any employee in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, as listed in Miss Code Ann. 97-11-53.

14) Representation Regarding Contingent Fees
By submitting your Proposal, the Proposer represents that it has not retained a person to solicit or secure a HPSD contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

15) Debarment
By submitting your Proposal, the Proposer agrees that it is not currently debarred from entering into a contract with any political subdivision, a governing authority, agency of the State of Mississippi, or any other state, and that it is not an agent of a person or entity that is currently debarred from entering into a contract with any political subdivision, a governing authority, agency of the State of Mississippi, or any other state.

16) Conflict of Interest §200.318 (c) (1) & (2)
No HPSD employee may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. HPSD employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

The HPSD must disclose, in writing, any potential conflicts of interest to the Federal awarding agency, i.e., MDE. (§200.112)

17) Mandatory Disclosures (§200.113)
The HPSD must disclose to the Federal awarding agency, i.e. MDE, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

18) FEDERAL GOVERNMENT REQUIRED CONTRACT PROVISIONS
By submitting your Proposal, the Proposer agrees to the following required clauses as required by section §200.326 (Appendix II to Part 200)

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to the other provisions required by HPSD, all contracts made by HPSD under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $350,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by HPSD including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted **construction** contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime **construction** contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the HPSD more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half

times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (§200.322)

III. VEHICLES

1) Contractor shall maintain all Fleet equipment used in the transportation of students in accordance with laws and regulations of the State of Mississippi regarding school buses, and such equipment shall be always maintained in good mechanical order to pass Mississippi school bus inspection. Buses shall be always kept in clean and sanitary condition and open to examination by the HPSD. This shall include HPSD-owned buses used for Routes with no fees charged back to the HPSD. These buses shall be cleaned twice per month, interior and exterior, during the school year.

2) The Contractor may perform vehicle maintenance repairs for other vehicles owned or leased by the HPSD. However, HPSD is not required to utilize maintenance services of the Contractor for buses, vehicles, or equipment owned by the HPSD, except for the preventive maintenance for the HPSD-owned Athletic/Band/Activity (In-District Use) buses.

3) An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining the records. When the Contractor repairs HPSD owned vehicles, the Contractor will be required to include with the monthly bill a detailed maintenance record of each repair.

4) It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole or in part during the term of the Contract, it shall be replaced by the Contractor without expense to the HPSD and without claims for adjustment per diem, or per trip, compensation.

5) Park-outs: Park-outs may be allowed upon approval of the HPSD.

6) Painting and lettering of the Fleet shall be in accordance with HPSD and State of Mississippi specifications at the time the buses are placed in service at Contractors expense. Lettering for the HPSD owned used for Routes leased by the Contractor shall read, “Hattiesburg Public School District” with sub-lettering that says, “Leased and operated by (Contractor’s Name)”.

7) The Fleet provided under this Contract shall be equipped with automatic transmission, at least one plug-in power adaptor, fire extinguisher, first aid kit, and all other equipment necessary to satisfy all legal requirements in effect during the term of this Contract.

8) **Data Security:**
   a) All video data should be securely housed and password protected.
   b) Passwords should be sufficiently complex.
   c) Individual usernames and passwords shall be provided to each building level principal and any other HPSD employees as deemed by the District
   d) HPSD reserves the right to audit the digital security practices on an annual basis.

9) Required road service shall be provided by the Contractor and paid by the Contractor.

10) The Fleet shall not be fueled while students are on board.

11) The Contractor shall be responsible for processing accident repairs, including appraisals, obtaining repair proposals, transportation of vehicles to/from repair site, repair quality, and timeliness, and shall be responsible for administration, including the payment of invoices.

12) The Contractor shall not have more buses down for repair at any one time than the number of spares available to cover routes and activity trips. The Contractor will be required to furnish buses at no cost to the HPSD to cover routes if the above condition arises.

13) The Contractor shall be responsible for and shall retain contractors for the disposal of all trash and other waste generated by said Contractor during the Contract and shall comply with all EPA and OSHA requirements.

14) The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect same carefully for safety defects and remedy any defects before using said vehicles.

15) In the event that HPSD or any governmental agency imposes additional equipment requirements other than those set forth on Contractor's vehicles during the term of this Contract which are specific requirements for the operation of this Contract or immediate installation is required for continuing operation of the vehicles, the Contractor and HPSD shall negotiate in good faith concerning price increase applicable to such equipment installation.

16) This Contract can be transferred with written permission from the HPSD, not to be withheld unreasonably. Another school bus which has been lawfully certified for current use in Mississippi and/or another properly certified driver may be substituted in emergencies upon written consent of the HPSD or the designated representative, but only for the duration of the emergency. The HPSD assumes no financial responsibility whatsoever for the purchase or substitution of vehicles by the Contractor.

IV. **PERSONNEL**

1) The Contractor shall employ a qualified full-time supervisor/general manager to oversee the student transportation services, who shall also act in the capacity of a liaison between the HPSD and the Contractor. Supervisory positions shall be knowledgeable of the Contract. All personnel shall be of high moral character and act in a courteous and professional manner.

2) Required Report: Employee Report (Facility Personnel and Bus Drivers) shall be required by the Contractor two (2) weeks prior to the first day of school of each contract year to the designated HPSD personnel.

3) Required Report: The Contractor shall furnish the HPSD the current Motor Vehicle Reports (MVR's) on all Contractor's drivers that intend to operate the HPSD-owned buses for any purpose. The HPSD reserves the right to prohibit any Contractor driver who has an unfavorable MVR from operating HPSD-owned buses.

4) The HPSD shall promptly notify Contractor of any proposed School Bus Drivers to which it objects, and the parties shall meet to discuss those objections.

5) Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that the HPSD shall have the right to request Contractor to remove from service to the HPSD any Contractor employee who, in the HPSD's sole discretion, is deemed unsuitable for the performance of transportation services for the HPSD. The Contractor shall comply with such requests provided that the HPSD shall make such request in writing stating the reasons therefore and include any supporting documentation and provided further that such request does not violate applicable local, state, and federal laws and regulations.

6) The Contractor shall employ a qualified full-time staff to supervise provision of student transportation services under the approved Contract, including supervisory personnel to act in the capacity of no fewer personnel than a contract/location manager, a senior dispatcher, operations clerk, safety and training supervisor, vehicle servicing specialist (Mechanic) and a trained routing specialist who is proficient in using the routing software, and an assistant contract/location manager. This list is intended to be a minimum guide. All staff assigned to work with the HPSD shall be satisfactory with HPSD. Supervisory personnel shall be available to the Superintendent or his/her designee on site at the bus terminal between normal hours of operation on each school day during the term of this Contract and they shall provide emergency contact information for after-hours emergencies.

7) Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State, and holding a school bus driver's permit issued to him/her by the State of Mississippi Department of Education. Drivers shall follow the normal and usual instructions and requirements of the State Superintendent of Education and the HPSD and shall at all times comply with the motor vehicle laws of the State of MS and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the HPSD as the HPSD may request.

8) The Contractor shall be responsible for providing substitute drivers and shall maintain a number of ten percent (10%) of the total number of routes that are run daily. This should not include office personnel.

9) It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. It is the responsibility of the Contractor, at a minimum, to pre-screen, with a background check, drug-screening test and fingerprint screening in accordance with all applicable federal, State of Mississippi or local laws and regulation for regular route drivers, sub-drivers, monitors, and any and all personnel that have contact with the students. Bus monitors (aides) shall be carefully chosen based upon their character and ability to manage behaviorally and mentally handicapped persons. These personnel must be fingerprinted and cleared before operating a bus.

10) Proposers shall supply a description of their hiring process and selection criteria of bus drivers and substitute bus drivers with their RFP.

11) The HPSD shall provide for the fingerprinting of Contractor employees. The Contractor shall be billed by HPSD for the service. The current rate of fingerprinting processing is $40.00 (subject to change with notice).

12) The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, recruitment, and any other related fees.

13) The use of tobacco products, alcohol or illegal drugs shall not be permitted by (a) anyone on the Fleet and (b) any of the Contractor's employees while they are on the HPSD property.

14) Contractor agrees to promptly, courteously, and continuously address all complaints or concerns brought to its attention by guardians, family members, HPSD staff, or other parties representing the interests of any Student.

15) In the event of award, the Contractor agrees that the transportation employees currently employed with present carrier shall be given the first opportunity to apply with and be employed by the Contractor for service under this Contract, subject to meeting all of the employment standards of the Contractor. A complete list of such employees and the classifications to which they are currently assigned will be provided to the Contractor as soon as the final contract is negotiated.

16) Contractor agrees to furnish, upon request of the HPSD, verification of criminal background checks on any of the Contractor's employees providing performance under this Contract.

17) LOSS OF DRIVERS: The loss or unavailability of drivers, whether the result of strike, contract negotiation, walk-out or any other labor related reason, shall not excuse the Contractor's obligation to provide competent, trained and certified drivers for all Vehicles and/or Contractor's obligation to perform the services as defined herein. Should the Contractor be unable and/or unwilling to perform its obligation to provide competent, trained and certified drivers for all Vehicles and/or perform the services required herein in the midst of a strike, contract negotiation, walk-out or any other labor-related reason, the HPSD may, in its sole discretion, have the option to immediately terminate the Contract, at which time neither party shall have any further obligation to the other. Alternately, the

HPSD may, without terminating the Contract, have the option to employ competent, trained and certified drivers for all Vehicles as independent contractors, the cost and expense for which the Contractor shall be solely responsible until such time Contractor is able and/or willing to provide its own drivers in satisfaction of its obligation so to do. In such event, the Contractor shall reimburse the HPSD within thirty (30) days of receipt of an invoice from the HPSD for such expenses and costs the HPSD has incurred, including but not limited to reasonable attorneys' fees, for having to retain to perform the Contractor's obligations herein.

The Contractor shall immediately notify the HPSD in writing of any change to the previously provided list of drivers. In the event of an emergency and only for the duration of the emergency, the Contractor may utilize substitute drivers who are not on the list and, when possible, must secure the prior written consent of the HPSD to do so.

V. SAFETY PROGRAM

1) The Contractor shall plan and administer a safety program in conformance with Mississippi state laws and regulations. The safety program must include, but is not limited to the following:

   A. Bus Drivers
      1) All driver applicants must meet acceptability requirements as indicated in Mississippi laws.
      2) All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, rules, and regulations, and first aid.
      3) All drivers must participate in a defensive driving course as certified by the National Safety Council.
      4) All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.
      5) The Contractor shall investigate the driver's criminal record and Motor Vehicle Record with the State of Mississippi prior to hiring. Motor Vehicle Record (MVR) checks shall be conducted at least every six (6) months thereafter.
      6) Drivers shall pass a physical examination, including a drug screening test, prior to hiring and thereafter as required by law.
      7) The Contractor's safety program shall not be less than HPSD's current safety program.

   B. A safety program for personnel will be conducted each month during the school year and appropriate pre-service programs prior to operations.

   C. Students
      1) The Contractor must assist and participate with the HPSD in providing safety programs as needed for their students.
      2) All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
      3) Contractor must provide training to the students of the HPSD on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice per year.
      4) The bus driver must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, the student's school administrator must be notified immediately.

2) The Contractor agrees the school administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

3) The RFP Proposal will include documentation of the Proposer's school bus driver training and safety program.

VI. INSURANCE

1) For HPSD-owned buses, the Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in Mississippi, comprehensive general liability and comprehensive automobile liability in minimum amounts of insurance as follows:

   a.) a) $15,000,000 per occurrence/annual aggregate General Liability bodily injury and death and/or property damage: $15,000,000 combined single limit Comprehensive Automobile Liability per accident for any auto, including hired and non-owned Automobile Liability. These limits may be met with a combination of a primary policy and/or excess policy.

   b.) The policy of liability insurance will carry an endorsement upon the face showing the Boards of Education, Superintendent of Education, administrators, employees, agents and servants of the HPSD, individually and severally, as additional insureds and include a waiver of subrogation under the policies up to the cap of the sovereign immunity law, which is $500,000 per occurrence. At the request of the HPSD, the Contractor shall be required to furnish a copy of the policies.

2) The Contractor shall provide Workers Compensation Insurance for its employees in statutory limits and include a waiver of subrogation in favor of HPSD.

3) The Contractor shall present and maintain current certificates of insurance throughout the term of the contract to the HPSD giving evidence of the insurance coverage for each policy term.

4) An information copy of the Certificate of Insurance shall be included with your RFP. The executed and signed Certification of adequate insurance coverage shall be presented to HPSD within seven (7) working days of notification of award of contract and shall list HPSD as additional insured.

5) Required Report: The Contractor shall furnish the HPSD the current Motor Vehicle Reports (MVR's) on all Contractor's drivers that intend to operate the HPSD-owned buses for any purpose. The HPSD reserves the right to prohibit any Contractor driver who has an unfavorable MVR from operating HPSD-owned buses.

VII. ROUTES AND SCHEDULES

Routes are to be defined as: Transporting students from home to school and return home.

Route Types:

HPSD Singles – HPSD owned buses leased by Contractor that transport student's home to school and return home.

HPSD Doubles/triples – HPSD buses leased by Contractor that transports student's home to school and return home and serve another campus.

Special Ed – The transportation of children with special needs shall meet any and all applicable Federal Motor Vehicle Safety Standards (FMVSSs), as well as the guidelines for safe transportation from the National Highway Traffic Safety Administration (NHTSA). (Guidelines may be found at http://www.nhtsa.dot.gov) And any other mandates required by the HPSD and State and Federal laws.

Academic Options – Academic Options placement requires transportation from home to Lillie Burney and return home. (Alternative placement students are typically restricted to riding the Academic Options bus only.)

Extended School Year Summer School –Includes potential K-12, Special Education students being transported to multiple campuses. (Potentially, could be combined.)

1) SPECIAL EDUCATION
    a. Monitors (Aides) are required on all Special Ed buses.

    b. Loading and unloading of Special Education Students shall follow the guidelines provided and approved by the HPSD.

    c. HPSD supplies the equipment required for children with special needs based upon the students' transportation needs as outlined in student's IEP. The Contractor is responsible for all hardware that is deemed necessary by student's IEP, transportation needs to install safely and appropriately for transportation of said student. The HPSD IEP Committee determines the special needs of students on a child-by-child basis, and the Contractor shall adhere to these needs. This includes, but not limited to monitor needs, child safety restraint systems (CSRSs), and any required necessities that have been established by the HPSD IEP Committee and/or HPSD.

    d. The Contractor shall pick up and drop off Special Education students on the same side of the street where they reside. The Contractor shall deliver the students to emergency locations whenever directed by HPSD.

    e. The HPSD shall provide the Contractor with names, addresses, pictures, emergency information, number of students, and receiving schools for Special Education students who are to be picked up and returned.

f. Contractor will maintain updated records on each Special Education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique problems pertaining to each student, such as behavior, disability, or health.

g. Each driver shall have such information. This information shall be guarded as confidential according to federal and state guidelines implementing PL94-142 and parallel state statutes.

h. All Contractor Special Ed buses are required to have air conditioning.

2) Contractor will deliver all passengers to such points on the school grounds as the HPSD shall designate and shall remove all students from the grounds for return to their homes in accordance with the transportation schedules and routes set up by the Contractor and HPSD, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions.

3) No person other than a Student shall be transported in the Fleet except a teacher, school official, the Contractor or its agents or persons authorized by the HPSD to ride in the Fleet. No unauthorized personnel or riders shall be allowed on the Fleet while it is being used in performance of the Contract.

4) The Contractor shall not permit more passengers to occupy buses than there are seating capacity and shall not permit any passengers to stand in such vehicles, nor permit the overcrowding of such vehicles in any manner whatsoever, that creates an unsafe environment.

5) The HPSD may request alterations, modifications, or amendments to the bus routes, timing and/or stops to meet changing conditions upon reasonable prior notice to the Contractor. Rules and regulations for detailing incidental operations of bus routes, bus stops and other attendant matters, which may arise, shall be mutually agreed upon. If the parties cannot agree on the foregoing, the HPSD's decision shall be final.

6) Decisions regarding the regulation and development of routes, pickup and drop off areas, the placement of stops, times of arrival and dismissal are to be made by the Contractor with the consent and approval of the HPSD.

7) All buses to be scheduled to arrive at the school no less than ten minutes prior to the student's first class. Arrival should be no earlier than when the administration is on duty, which is 30 minutes prior to school opening.

8) For each student, the transportation shall be to and from school and at a point at, or reasonably near his/her residence. No student shall ride on any one-way trip for longer than one hour and thirty minutes. In some cases, the HPSD may require shorter ride times for some students. "Ride time" on morning routes shall be defined as the number of minutes from the time a student boards the bus to the time that the student arrives at the school the student attends. "Ride time" on afternoon routes shall be defined as the number of minutes from the time a student boards the bus at the school the student attends to the time that the student departs from the bus.

9) At dismissal time, buses shall arrive and be in position at the school prior to dismissal and shall depart no less than ten minutes after dismissal time.

10) BUS ROUTES and bus stops shall be determined according to the most efficient means of routing as determined by the Contractor and approved by the HPSD and the State of Mississippi Department of Education (in conjunction with the Contractor) and may be modified by the HPSD as occasion demands. The operators shall not deviate from the designated routes except by written consent of the HPSD, or, in the case of an emergency, which shall be reported promptly to the HPSD. The HPSD reserves the right to amend the routes at its sole discretion and add new routes in accordance with the price agreement. The Contractor shall submit draft routes by April 15th of each contract year.

    Required Report: Final routes shall be submitted by the Contractor two (2) weeks prior to the first day of school of each contract year to the designated HPSD personnel.

11) The Contractor shall maintain and use state-of-the-art computerized routing management software that includes all facets of pupil transportation management and routing. It is anticipated the utilization of a computer routing software program will lead to more efficient bus routes and savings. Efficiency improvements and the resulting cost savings will be shared by the HPSD and the Contractor at an agreed upon amount. The efficiency improvements must be approved by the HPSD.

12) All routes become the property of the HPSD. This includes, but is not limited to, all databases used to establish and construct HPSD's routes. The HPSD student database is Student Accountability Management System (SAMS), which is propriety software of Central Access, 388 Highland Colony Parkway, Ridgeland, MS 39157.

13) Routes shall be designed so students only be picked up from home and delivered to their home, except when the HPSD has confirmed service to or from alternate locations.

14) For schools offering **breakfast**, all buses must arrive at the school no less than twenty (20) minutes prior to the bell that begins with instruction. Arrival should be no earlier than when the administration is on duty, which is 30 minutes prior to school opening. If school does not offer breakfast, it is no less than 10 minutes prior to school opening.

15) PUBLICATION OF ROUTES

    a. Final routes shall be published at the expense of the contractor, twice a week prior to school opening in local newspapers and any other means that may be available. The local newspaper for the HPSD is the Hattiesburg American. Routes shall be posted to each school's website as well as the HPSD website. Contractor shall provide the bus number and route sheet to each campus' administrative office. A hotline shall be available at Contractors' expense to answer parents' questions about pick-up times and location.

16) ADJUSTMENT OF ROUTES

    a. Whenever the bus requirements change to the degree that adjustment of existing routes do not permit transportation without overcrowding, the Contractor shall provide additional bus(es) as may be required after consultation and written

approval by the HPSD. These additional bus(es) shall be furnished at no more than the rate of cost per trip as set forth in the Contract of this proposal.

b. Conversely, if transportation requirements should change to the degree the entire bus(es) need no longer be utilized, costs shall be adjusted in the same manner as indicated in the paragraph above, and payment shall be made only for the days of utilization of such bus(es). This provision shall be effective only after reasonable written notice of not less than one week has been given the Contractor.

c. Absolutely no increases or decreases in the number of buses utilized shall be made without prior written approval from the Superintendent or his designee. **The effective day for any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and the HPSD and be included as a part of the written approval for the Contractor to make a change in services.**

17) BUS ROUTE RECORDS

a. The Contractor shall submit typed routes as mandated for each AM and PM route, with travel directions, scheduled pick-up and drop-off points and times for students. Furthermore, the Contractor will update all such route information within thirty (30) days after the start of each new fiscal year. The Contractor will provide a complete set of routes in addition to a digital copy containing all route descriptions.
b. The Contractor shall provide all necessary Student, mileage and other information to the HPSD in a timely manner to assist the HPSD in complying with the Mississippi Department of Education regulations. In addition, the Contractor will provide reasonable assistance to the HPSD to assist it in completing and filing necessary reports to other governmental bodies. In the event the HPSD incurs any penalty, fees or other expenses due to the Contractor's failure or refusal to provide the HPSD accurate information in a timely manner, the Contractor shall immediately upon written demand reimburse the HPSD the amount of such penalty, fees or expenses. Further, in accordance with §37-41-23, the HPSD shall withhold payment of compensation to the Contractor until reports required by regulations of the Mississippi Board of Education have been filed, unless the failure to file any such report is not in any way due to Contractor's failure or refusal to provide the HPSD such information that is within the Contractor's control that is necessary to file such reports.

18) EMERGENCY CANCELLATION OF TRANSPORTATION

a. The Contractor will follow HPSD procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses.

VIII. CONTRACT CANCELLATION

1) In the event the Contractor at any time fails to materially comply with, perform, and adhere to any part of the contract to be performed by the Contractor, its agents or employees, the Board may, at any time in its discretion, terminate the Contract without penalty upon thirty (30) days written notice to Contractor. Such event will be automatically deemed to have taken place if the Contractor fails to furnish at least 90 percent of the fully equipped and operating buses required by this contract. Following this notice, the Contractor shall be required to continue providing the services contained in this Contract for at least thirty (30) days and up to ninety (90) days at the discretion of the Board. The Board will elect the length of this term of continuation in writing to be delivered to Contractor either concurrently with the notice of termination or within fourteen (14) days of such notice. Continuity of service, among other reasons, is paramount to the Board and the Contractor should understand the importance of student transport service. As such, if the Contractor fails to continue providing these services following notice of termination, or fails to provide these services at any other time, the HPSD shall be authorized to contract within 30 days services of the same type as herein contracted for, and to recover, as liquidated damages, the excess of the price so paid for the duration remaining under this Contract over the price paid for that period herein. The sum is agreed upon as liquidated damages and not as a penalty. The parties hereto have computed, estimated and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damage that will result. This remedy does not limit any other right or remedy available to the Board.

2) In the event of the dissolution or termination of existence of the Contractor, or the institution by or against the Contractor of any proceeding seeking to adjudicate the Contractor a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of the Contractor or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for the Applicant or for any substantial part of its property, or any seizure, vesting or intervention by or under authority of a government by which the management of the Applicant is displaced or its authority in the control of its business is curtailed:--then, or at any time after the happening of such event, the Board may terminate the contract by delivering a written notice to the Contractor. Following such notice, the Contractor shall be required to continue providing the services contained in this Contract for at least thirty (30) days and up to ninety (90) days at the discretion of the Board. The Board will elect the length of this term of continuation in a writing to be delivered to Contractor within fourteen (14) days of actual notice of such event.

IX. CONTRACTOR LEASING BUS FACILITY

1) HPSD shall lease its Bus Facility and bus parking area Facilities to the Contractor. Included in the rent payment, the Contractor will furnish electricity, water, heat, maintenance of the facility, janitorial service, telephone service, environmental compliance, and maintenance of the grounds/parking lot. The Contractor shall have full responsibility for equipping and maintaining the Facility in good repair and appearance satisfactory to the HPSD and in compliance with all HPSD, county, state and federal laws and requirements, including but not limited to environmental compliance. The Contractor will provide general liability insurance coverage and name the HPSD as additional insured lessor on the policy. Contractor agrees to pay the HPSD for the use of the Facilities the sum of $120,000.00 per year (negotiable). The lease rate will increase annually using the same formula as allowed adjustments to Contractor rates. The HPSD shall be responsible for any major building repairs not caused by the Contractor.

X. CONTRACTOR NOT AN AGENT

1) The Contractor shall not be held or deemed in any way to be an agent, employee, or official of the HPSD, but rather an independent Contractor furnishing transportation services to the HPSD.

XI. SUPERVISION OF LOADING AND UNLOADING

1) The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and the Contractor will provide office operation for reporting transportation problems. Each Proposer must submit in detail with its Proposal, its student safety and discipline procedures and guidelines.

X11. STUDENT MANAGEMENT

1) Rules and regulations regarding bus passenger discipline shall be given to the Contractor by the HPSD. Each School Bus Driver shall handle all disciplinary matters in strict accordance with the HPSD policy. A copy of the Student Handbooks may be found on the HPSD web site: http://www.hattiesburgpsd.com. All students are to be given a copy of the rules regarding discipline. All discipline problems shall be reported in writing. Contractor shall report all major discipline issues that would result in student losing ride privileges to the principal on the same school day. All other discipline problems shall be reported on the same school day or no later than noon the next day. The HPSD and the Contractor will, in the event the Contractor determines that a pupil poses a danger to himself/herself or other passengers, including the bus driver, cooperate to provide a safe transportation environment prior to the Contractor being required to transport such pupil. Vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the HPSDs will assist the Contractor in disciplining students involved when the HPSD has been notified. Further procedures and regulations for the administration of discipline may be established cooperatively between the HPSD and the Contractor. Each Proposer must submit in its Proposal any rules and regulations that it has with respect to students conduct and discipline.

XIII. OPERATING EXPENSE

1) The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating all buses, such as state license, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, inspections, washing, and fuel, which is specifically provided for herein.

XIV. FUEL

1) HPSD PROVIDING FUEL OPTION: HPSD shall provide fuel for the operation of the buses under this Contract. The HPSD does have fuel tanks at the facility.

2) FUEL MANAGEMENT PROGRAM REPORT: The Contractor shall provide the HPSD, on or before the 5th of each month, a month ending fuel report. This report will list, at a minimum, by vehicle the fuel used by route on Regular Home-to-School routes, by activity and extracurricular trips. The Contractor will assist the HPSD in its fuel management efforts by ensuring that fuel usage is managed and controlled. The Contractor will be responsible for compliance with all state and federal environmental protection agency (EPA and MDEQ) guidelines, rules and regulations concerning bulk fuel storage, if applicable.

XV. EQUIPMENT

1) FIELD TRIPS/SPECIAL Midday Routes: The following is a description of HPSD's current terms and conditions and is being provided for your information only:

    a.) The rate for the Contractor to provide field trip service will be per hour with a minimum charge per trip. The time charged shall be calculated from the time the bus leaves the lot until it returns to the lot.

    b.) Overnight field trips utilizing an employee of the Contractor will be billed at a flat rate per day. Driver driving hours shall be capped at a fixed hour(s) per day. The HPSD will provide lodging for the drivers suitable to that of the students attending the event.

    c.) Short trips, within a fixed mileage radius of schools within Hattiesburg, shall be a flat rate per trip. If these trips require a driver to stay longer than a fixed hour(s), the hourly rate or minimum rate shall apply.

    d.) On athletic trips when the HPSD provides a driver who is not an employee of the Contractor, the cost for the HPSD to use a bus would be per mile.

    e.) The cost to operate a job-shadow shuttle is currently calculated using the field trip rate with HPSD employees driving Contractor buses on HPSD time.

    HPSD EMPLOYEES – Driving Athletic Buses owned by the HPSD– Charged as a per mile rate.

XVI. INVOICING AND PAYMENT

1) The Contractor shall submit ten (10) monthly invoices (August-May) to the HPSD for all services rendered for regular routes and shall include detailed route information with each. The monthly athletic trips, field trips, and extra-curricular trips must be correctly itemized by school/group, as stated on the bus permits, and submitted in Excel. The route charges are to be detailed by route types. Monthly invoices for the previous month should be submitted to HPSD by the eighth (8^{th}) business day of each month in order that payment be made the last week of the month and must be accompanied by all reports that are required by the Contract and HPSD. For the summer months (June and July), detailed invoices shall be submitted for these programs. Invoices will be paid in a timely manner or within forty-five (45) days after receipt of the invoice. However, in the event of a bona fide dispute, the HPSD shall pay only the amount not in dispute and as required according to MS Code § 31-7-305.

2) Trips must be requested prior to the event, and a bus permit must be issued. Contractor shall provide itemized invoice information as reasonably requested by the HPSD. Such information must include but not be limited to cost per mile/hour, school, group, permit number, bus number, destination, driver, start and end time and/or mileage.

3) ANNUAL COMPENSATION ADJUSTMENT: By virtue of this Contract and the amendment of 27-51-41, 27-55-12, 27-55-19 and 27-65-105, Miss. Code Ann. (1972), Contractor shall be entitled to certain tax exemptions which shall reduce its cost of doing business with the HPSD. The compensation agreed upon by the parties and set forth herein does not contemplate future savings to be realized by the Contractor by reason of the aforesaid statutory amendments. Therefore, the Parties acknowledge and agree that the HPSD shall be entitled to a dollar-for-dollar reduction in the Compensation due and owed to the Contractor resulting from those savings realized by the Contractor. The Contractor shall be responsible for determining its actual savings derived from the tax exemptions afforded by the aforesaid Mississippi statutory amendments and provide documentation thereof to the HPSD on or before July 1 of each school year.

4) LIQUIDATED DAMAGES: Contractor shall have all staff, equipment and procedures in place to service this Contract and, at a minimum, monitor all bus schedules to ensure that buses operate in a timely manner, have available and knowledgeable management personnel on site at bus terminal during normal hours of operation, maintain safe seating and no overcrowding per seat, and maintain properly working, submit any report that is requested by the HPSD, and readily available, and accessible digital surveillance. Throughout the term of this Agreement, the Transportation Director and/or each school principal (or principal's designee) with direct day-to-day interaction with student transportation will complete a survey that shall set forth performance criteria mutually agreeable to the Contractor and the HPSD. The survey shall be reviewed by HPSD's Transportation Director in consultation with the school principal to determine the completeness of the evaluation of service. The reduction will be based on the prior month's service survey and be applied as a "performance reduction" on the next available Contractor billing.

XVII. PERFORMANCE MEASURES:

Proposal shall include Performance Measure Penalties for the following (at a minimum):

1. Failure to maintain 95% or higher arrival on time rate.
2. Missed route penalty per infraction.
3. Failure to cover routes due to maintain qualified drivers to cover routes.
4. Failure to maintain operational bus fleet at 98% or higher.

XVIII. CONTRACT CONDITIONS

1) Duration: The contract will be in effect for four (4) years, with the option to extend for an additional four (4) year term upon the agreement of both parties and subject to applicable statutes and regulations. The HPSD fiscal year is July 1 through June 30 of each contract year.

2) Compensation: Transportation of students to and from school is required for a minimum of 180 days during the regular school term.

3) Yearly Escalation Rate: Proposer must submit on the Proposal Form the price escalation being proposed.

XIX. PROJECT DESCRIPTION

The following information is a summary of the HPSD Student Transportation program. Contractors are to base their cost projections on duplicating this service within the requirements of this proposal request.

All figures given for passengers, routes, or lengths of routes are based on data available for 2025-2026 fiscal year where data for previous years is not yet available. **This data is being provided for information purposes only to assist with the proposal process.**

1. Routes are run in three (3) tiers, **Description of Student Routes:**
    a. Tier 1: Burger Middle School, STEAM Academy and Lillie Burney
    b. Tier 2: All PK-5 schools (Grace, Rowan, Hawkins, Thames, and Woodley students
    c. Tier 3: Hattiesburg High School
    d. Other: Special provisions to accommodate special needs students and alternative school
2. Number of school buses owned by the school district. 38
3. Number of school buses owned by a private contractor, if applicable. 0
4. Number of school buses operated on regular routes. 23
5. Number of school buses operated on regular special needs routes. 4
6. Number of school buses that are 20+ years old. 0
7. Number of school buses that are between 10-20 years old. 2
8. Number of school buses under 10 years old. 35
9. Number of diesel engine buses in the fleet. 34
10. Number of gas engine buses in the fleet. 3
11. Number of EV buses in the fleet. 0
12. Number of vehicles other than school buses used to transport pupils. (Please include vehicles used in private contracts to transport special needs students). NA for the purposes of the RFP
13. Number of operable spare buses owned. 9
14. Number of service vehicles operated for pupil transportation. 2
15. Total annual miles traveled while transporting pupils on regular bus routes. 334,899 miles
16. Total annual miles traveled while transporting pupils on regular special needs routes. 47,913 miles
17. Total annual miles traveled on all activity trips. 49,612 miles
18. The number of **new** school buses purchased. 0
19. The number of **used** school buses purchased. 0
20. The number of new and used vehicles purchased. 0
21. Number of school bus-related crashes resulting in property damage that was reported. **(Crash report must be on file at MOE).** 0
22. Number of school bus-related crashes resulting in minor injuries to students that were reported. **(Crash report must be on file at MOE).** 0
23. Number of school bus-related crashes resulting in moderate to severe injuries to students that were reported. **(Crash report must be on file at MOE).** 0
24. Number of school bus-related crashes resulting in student fatalities that were reported. **(Crash report must be on file at MOE).** 0

XX. PROPOSAL QUESTIONNAIRE

The information provided herein will be used to assist HPSD in evaluating the qualifications of the proposer to satisfactorily provide student transportation services. Failure to accurately complete (errors, omissions or misrepresentations) and follow the Questionnaire and Additional Documentation Instructions may be grounds for rejection of the Proposal and for cancellation of any Contract executed because of the Proposal. The HPSD is requesting companywide statistics, unless otherwise noted in the Questionnaire.

QUESTIONNAIRE & ADDITIONAL DOCUMENTATION SUBMITTAL & FORMAT INSTRUCTIONS:
The questionnaire and additional documentation required must be filled out accurately, completely and submitted in chronological order, with each Roman numeral section identified and divided by tabs.

Divider Tabs: In your binder, separate each Roman numeral of the Questionnaire with divider tabs. Note the Roman numeral of the Questionnaire section on the divider tab.

Within Each Divider Tab: Show questions and answers for each Roman numeral section. If additional documentation is required in that section, the documentation MUST be labeled (Section #, Section Letter, and the Question) to identify the question the documentation pertains to. Place the labeled documentation at the end of the Roman numeral section it pertains to.

DESCRIPTION OF CONTRACTOR'S ORGANIZATION & EXPERIENCE

A. Name of Organization_____

Address_____

_____

Telephone_____
Fax_____

Email_____

Date_____

Corporation_____ Partnership_____ LLC_____
Other_____, describe:_____

B. The proposer submitting this RFP shall have a minimum of ten (10) years acceptable general experience in providing contracted student transportation to school districts.

The proposer should give a brief description of their company, including a brief history, corporate structure and organization and number of years in business.

This section should provide a detailed discussion of the proposer's prior experience in

working on projects similar in size, scope, and function to the proposed contract.

Proposers should describe their student transportation experience locally and in other states with entities of comparable size and diversity.

C. Is your company currently engaged in transportation of school students?
Yes_____No_____

D. Number of years providing school transportation services. _____

E. Has your company or any affiliate thereon ever had a student transportation contract canceled or terminated before
its' expiration? Yes_____No_____

If yes, give the reasons for cancellation or termination and the name, phone number and address of the School canceling the contract.

F. Over the last three (3) years has the Proposer been involved in any lawsuits regarding the operation of buses? Yes____No____ If yes, please explain:

G. REFERENCES: HPSD reserves the right to contact references concerning similar cooperative program participants who can attest to the respondent's ability to meet or exceed the HPSD's requirements. Submit a listing of ten (10) school districts (local districts first, Southeast US next) of similar size and scope of ongoing student transportation contracts over the last ten (10) years. Please list local school districts first.

Provide: School Name, Address, Current Contact Person, Title, Phone, Email, Annual Contract Amount, and length of Service.

H. Is your company registered to do business with the Mississippi Secretary of State (http://www.sos.ms.gov) in the Business Services Division? Yes____No____

If yes, what is the MS Secretary of State Business ID Number for the above business name?

ROUTING PLAN & PROCESS

A. Describe <u>in detail</u> the method your company utilizes **<u>to efficiently route school buses</u>**. Proposers must show evidence of successfully implementing and maintaining contemporary computer routing software programs.

B. List any computerized programs currently utilized by your company. Include a description of qualification for "in-house" staff dedicated to this critical area.

C. The HPSD requires written approval of route changes. What is your protocol to receive written approval from HPSD for route changes?

FIELD TRIP/ACTIVITY AND EXTRACURRICULAR TRIPS

A. The proposer is responsible for collaborating with HPSD to ensure field trip and activity/field trip bus procedures clearly delineate the request process, required forms, confirmation, and associated timelines. The proposer must also properly assign buses and drivers who do not have other obligations during a field trip's scheduled time. Drivers are expected to stay with the bus at all times when on a field trip. The proposer will consolidate and bill field trip and activity trips within an Excel Spreadsheet as stated in the RFP. Please describe an ideal process for managing field trips and activity/after-school routes.

B. Proposer must provide procedures for Bus Cancellations for Activity, Athletic, and Field Trips:

MANAGEMENT AND PERSONNEL AT BUS FACILITY

A. The HPSD strongly believes that the person holding the position of the General Manager is critical to the provision of consistent and high-quality transportation services. For the person you propose as a potential General Manager to be assigned to the HPSD's Terminal, please give name, title, and resume, e.g., years with your firm, experience in related positions, and responsibilities, etc. If Proposer does not have an assigned General Manger, please include detailed information describing methods used for hiring and retaining a well-qualified General Manager, along with the job description used for hiring. **The HPSD reserves the right to interview and approve the selected General Manager.**

B. The proposer is responsible for hiring and training necessary staff to ensure consistent, reliable, courteous, professional, and high-quality service. The proposer shall maintain adequate supervisory personnel during normal hours of operation other than the General Manager. This supervisory personnel should include, at a minimum, Senior Dispatcher, Operations Clerk, Safety & Training Supervisor, Vehicle Servicing Specialist, Trained Routing Specialist, and Assistant Manager.

1. How many office personnel will be dedicated to performing the services of this contract?
2. How many office personnel will be full-time in the office of the Facility?
3. Provide titles, job duties and resume of each.
4. Provide an organization chart showing the staffing and lines of authority for key personnel to be used in performing the Contract.

C. Provide the name(s) of those persons within your company who would have immediate authority over the General Manager you propose in item A above, and those who may play an advisory role in terminal management. Please provide the following for each of these persons: Name, location of office, phone number, email, and number of years with your company.

D. HPSD values clear, consistent and timely communication to all stakeholders (schools, parents, bus drivers, dispatch, management, etc.). HPSD expects the proposer to plan for and execute an exemplary communication strategy that answers the following questions:

1. The proposer is expected to provide a direct phone number by which HPSD can reach dispatch as well as a direct phone number for HPSD parents and students in order to ensure consistent, courteous, professional assistance to our families. In the event of a bus breakdown or an accident involving a bus, the proposer will work proactively with HPSD to communicate the necessary information to affected families. How will the proposer run dispatch?

2. As families enroll at our schools or move throughout the year, HPSD will rely on the proposer to assign bus stops (both existing and creating new) in a timely fashion and communicate changes to impacted stakeholders. How will the proposer manage ongoing bus changes?

BUS DRIVER PERSONNEL

State the number of regular bus drivers you now employ:
School_____ Other_____

A. How many regular bus drivers does your proposal include?

B. How many substitute drivers does your proposal include?

C. What methods do you use to screen and select drivers from applicants?

D. What criteria or standards do you use, and for what reason might you reject an applicant?

E. What is the current rate of annual turnover among drivers your company employs (State of Mississippi Data)? _____%

F. Provide Driver retention data for each of the last two academic years (State of Mississippi Data).

G. Provide sufficient documentation to prove ability to meet performance expectations. The proposer must have a strong system in place to manage employee timeliness and performance that includes the following procedures:

1. Contingency/coverage plan for expected and unexpected absences or staff turnover
2. Plan for regular monitoring and measurement of performance (tardiness, on time route performance, unrestricted license, complaints) that includes a feedback system to drive improvement or replacement of under-performing employees.

BUS DRIVER TRAINING AND MOTIVATION

A. Do you have driver training programs as a part of your current operational procedures?

1. Original (for persons with no school bus driving experience):
   Yes_____No_____ Please include documentation.

2. In-Service (continuing education and retraining for experienced school bus drivers):
   Yes____No___ Please include documentation.

B. If you currently have a driver training program, does the program include a section on transportation service for special education pupils?

Yes____No____Please provide the outline of course of study.

C. Describe your proposed driver motivation.

D. Do your motivation and discipline programs offer progressive rewards and penalties?

Yes____No____

E. What monetary rewards and penalties are offered?

F. What non-monetary rewards and penalties are offered?

G. Include a schedule indicating the wages and benefits to be offered to employees of

Contractor:

H. Contractor must provide details and procedures for hiring Substitute Drivers/Stand-by Drivers?

I. Will your company train, license and certify in accordance with applicable laws and the rules and regulations of the HPSD and the State of Mississippi, HPSD employees to drive school buses if the HPSD so desires?

Yes____No____ If yes, include requirements, details, and cost.

SAFETY & TRAINING PROGRAMS AND DISCIPLINE PROCEDURES

A. Include a copy of your company's safety plan and/or supporting documentation. The proposer shall plan and administer a safety program in conformance with Federal and State of Mississippi Laws and Regulations, as well as the MS Department of Education's Policy and Procedures. All required forms, training records, and items related to safety and training shall be recorded and kept on file by the proposer.

B. How often are safety meetings held?

C. Describe any established safety organization activities in which your organization or its key personnel participate.

D. Include with your RFP safety training procedures for students. Do you have a Student Safety Training Program? Yes_____No_____

E. Include with your RFP brochures or any other information given to students.

F. Include with your RFP your student discipline procedures and how you propose to incorporate the policies of the HPSD.

PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

A. Do you have a formal, scheduled preventative maintenance program for vehicle fleets, which your company manages? Yes_____ No_____

Proposer shall provide samples of any checklists used for each type of preventative maintenance program, and describe your methods of ensuring that each vehicle actually receives preventative maintenance within the scheduled interval.

B. Provide a Preventive Maintenance Checklist, along with the related charges, for the HPSD-owned (Athletic/Band/Activity-In District Use) buses.

C. Do you require any daily regular written reports from your drivers on the condition of their vehicle? Yes_____ No_____

Briefly describe or provide a sample of these reports and note their frequency.

D. Do you maintain and evaluate records of road failures? Yes_____ No_____

If so, how many roadway failures per month per hundred buses do the buses your company maintains experience, on average, during the past year?_____

E. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.) Yes_____ No_____

Briefly describe this schedule.

F. What qualification and experience requirements do you have for your mechanical personnel?

INSURANCE & ACCIDENT DATA

A. If requested, will you authorize your insurance carriers to furnish in writing your accident loss ratio and workers' compensation loss ratio for the past three years? Yes____ No____

B. Did you include your sample copy of Certificate of Liability/Proof of Insurance as specified? Yes____No____

C. Provide your accident risk management procedures.

D. ACCIDENTS PER MILLION MILES
Please report the number of accidents (causing $250.00 or more in damage and occurring while students were on board) which occurred per million miles for the following years.

Proposer may provide their insurance company's loss runs.

2025-2026_____

2024-2025_____

2023-2024_____

FINANCIAL AND CREDIT DATA

A. Submit credit references, including at least three trade or industry suppliers with whom you regularly deal.

Include company name, contact person, address, and phone number.

B. Submit with your Proposal an audited financial report for the Proposer's three (3) most recent fiscal years.

C. Proposers must substantiate the availability of 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 HPSD to reject the proposal.

D. A proposer submitting a proposal shall demonstrate proof of the ability to obtain a performance bond in an amount equal to 100% of the total annual regular route cost. The successful contractor shall furnish the bond as required by the final contract and applica

FUEL OPTIONS

A. HPSD PROVIDING FUEL:
1. Provide different fuel options you've seen where fuel is provided by the District, i.e. Fuelman, Onsite Fuel Service, etc., as well as your fueling procedures for each.

APPROACH AND METHODOLOGY

A. Clearly describe the approach and methodologies to be employed in the performance of your proposal. Present innovative concepts, if any not discussed in the Scope of Services for consideration.

B. Submit by narrative, brochure, chart or other means showing the Proposer's special qualifications and philosophy, which may give the Proposer the ability to satisfy all proposal requirements.

B. Proposers must provide evidence of resources available for research and development needed to keep abreast of the changing technologies in student transportation:

C. The HPSD prefers a capped annual **Escalation Rate**. Proposer should provide a brief statement detailing all assumptions that lead to the proposed annual increases if the Escalation Rate that is not mentioned in the Proposal Forms are not capped.

TRANSITION PLAN:

A. The proposer must have all staff, equipment, and procedures in place prior to July 1, 2027. Proposals should include any resources for project implementation or deployment. Present creative solutions or innovative concepts to meet the needs of the HPSD for consideration.

Responses should include, at a minimum, a feasible and effective transition plan:

1. Manager
2. Driver recruiting and/or staff transition.
3. Facility
4. Routing process and plan
5. Organization & Staff
6. Organizational Chart
   a. Training & professional development program
7. Technology Requirements and Additional System Technology Proposed Beyond RFP Requirements
8. Financial Incentives proposed to HPSD
9. Vehicles and Related Equipment
   i. List of proposed Fleet, including Spares (year, make, model, size capacity, fuel type, lift y/n, air conditioning y/n, cameras, and GPS).
   ii. Other equipment is included in proposal.

B. It is anticipated that the HPSD Board of Education will approve the final Contract on or before May 1, 2027. Delivery is a critical factor with this project. A project timeline must be submitted reflecting milestones and durations for each task to be completed to successfully implement the proposal solution. A final schedule of these tasks will be mutually agreed upon after Proposer is selected.

Appendix A: PROPOSAL FORM

Proposal to Include: All bus Operations minus fuel and cameras

BASE PRICE FOR REGULAR ROUTES: (180 days per year)

Route Type	Days	Hours/Day	Cost Per Bus Per Day	Excess Hour Charge	Estimated Year 1 Costs
Triple Routes					
SPED Routes					
				Estimated Total	

Route Type	Days Estimated*	Hours/Day	Cost/Bus Per Day	Excess Hour Charge	Estimated Year 1 Costs
ESY SPED	30				
ESY Summer Cares	43				
Summer	20				
				Estimated Total	

Other Charges	Minimum Hours	Quantity	Cost Per Hour	Excess Hour Charge	Estimated Year 1 Total
Monitor/Aides					
Athletic/Activity Trips					

Grand Total	

Cost Per day to include Maintenance Services for up to 38 buses.
Vehicle Maintenance will be capped at _____ per bus per year for major repairs.
Additional Cost for out-of-town driver support will be the responsibility of the **Contractor.**
*** Include here what else is included in the daily cost.

Appendix B
HPSD Fleet

Dispatcher ID	Description	VIN	USE
126	126# FRGHT C2 2011	4UZABRDU5BCAZ9916	Activity Bus
127	127# FRGHT C2 2011	4UZABRDU9BCAZ9918	Activity Bus
140	140# INT CE 2019	4DRBUC8P2KB215995	Regular Route
141	141# INT CE 2019	4DRBUC8P8KB215970	Regular Route
142	142# INT CE 2020	4DRBUC8P1LB360575	Regular Route
143	143# INT CE 2020	4DRBUC8P8LB363425	Regular Route
144	144# INT CE 2020	4DRBUC8P0LB060252	Sped Route
145	145# INT CE 2020	4DRBUC8P3LB415589	Regular Route
146	146# INT CE 2020	4DRBUC8PXLB416593	Regular Route
147	147# INT CE 2020	4DRBUC8P8LB423252	Regular Route
148	148# INT CE 2020	4DRBUC8P0LB426856	Regular Route
149	149# BLBRD VISION 2021	1BAKBCSH1MF368272	Sped Route
150	150# INT CE 2020	4DRBUC8P3LB360383	Regular Route
151	151# INT CE 2020	4DRBUC8P2LB596510	Regular Route
152	152# INT CE 2020	4DRBUC8P8LB596544	Regular Route
153	153# INT CE 2020	4DRBUC8P9LB596567	Regular Route

154	154# INT CE 2020	4DRBUC8P3LB596595	Regular Route
155	155# INT CE 2021	4DRBUC8P4MB599491	Regular Route
156	156# INT CE 2021	4DRBUC8P0MB600281	Activity Bus
157	157# BLBRD VISION 2021	1BAKGCSH4MF370941	Regular Route
158	158# BLBRD SB 2022	1BAKGCSH9NF380897	Regular Route
159	159# BLBRD SB 2022	1BAKGCSH7NF380896	Regular Route
160	160# BLBRD SB 2022	1BAKGCSH5NF380900	Regular Route
161	161# BLBRD VISION 2023	1BAKGCSHXPF390230	Regular Route
162	162# BLBRD VISION 2023	1BAKGCSH6PF392010	Regular Route
163	163# INT CE 2024	4DRBUC8PXRB061420	Sped Route
164	164# INT CE 2024	4DRBUC8P0RB465472	Activity Bus
165	165# BLBRD VISION 2025	1BAKGCJH9SF808643	Regular Route
166	166# BLBRD VISION 2025	1BAKGCJH2SF808645	Regular Route
167	167# BLBRD VISION 2025	1BAKGCJH0SF808644	Regular Route
168	168# BLBRD VISION 2025	1BAKBCSH2SF807511	Sped Route
169	169# BLBRD VISION 2026	1BAKBCSH8TF815548	Sped Route
170	170# BLBRD VISION 2026	1BAKGCSH3TF814860	Activity Bus/Pre-k
171	171# INT CE 2025	4DRGVMMP1SB115806	Activity Bus
172	172# INT CE 2025	4DRGVMMP7SB115812	Activity Bus

173	173# INT CE 2025	4DRGVMMP9SB115813	Activity Bus
174	174# INT IC 2025	4DRGVMMP2SB115815	Activity Bus
Ford Shop Truck	Ford Shop Truck# FRDLT F-250 2004	1FTNX20L14EB29400	
GMC Shop Truck	GMC Shop Truck# GMC SIERRA 2012	1GT22ZCG0CZ344654	

SCHOOL BUS SCHEDULE
2026-2027

School Name	Start Drop Off	Begin	End	Bus Roll
N.R. Burger & STEAM	7:00	6:25	2:45	2:50
Rowan	7:30	6:25	3:15	3:20
Hawkins	7:30	6:25	3:15	3:20
Grace Christian	7:30	6:25	3:15	3:20
Woodley	7:30	6:25	3:15	3:20
Thames	7:30	6:25	3:15	3:20
Hattiesburg High	7:50	6:25	3:15	3:20
N.R. Burger/SPED	7:00	6:25	2:30	2:35
Thames/SPED	7:30	6:25	2:55	3:00
Hattiesburg High/SPED	7:55	6:25	3:30	3:35
CARES	9:00	6:25	1:00	1:05

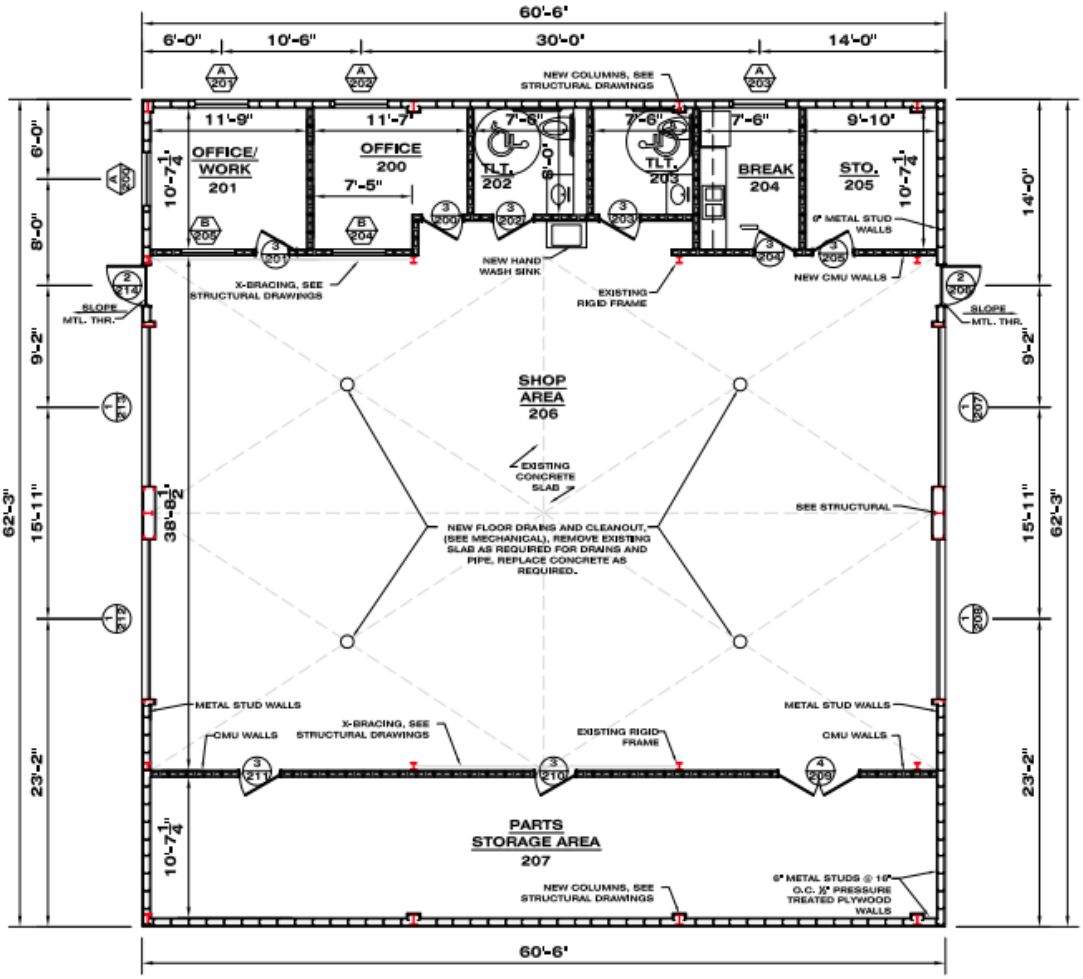
Bus Schedule will not be finalized until the summer months.
**Bus Schedules may change

Hattiesburg Public School District - Enrollment by School
September 2026

School Name	Enrollment
N.R. Burger & STEAM	526 & 277
Rowan	442
Hawkins	257
Grace Christian	362
Woodley	413
Thames	575
Hattiesburg High	986

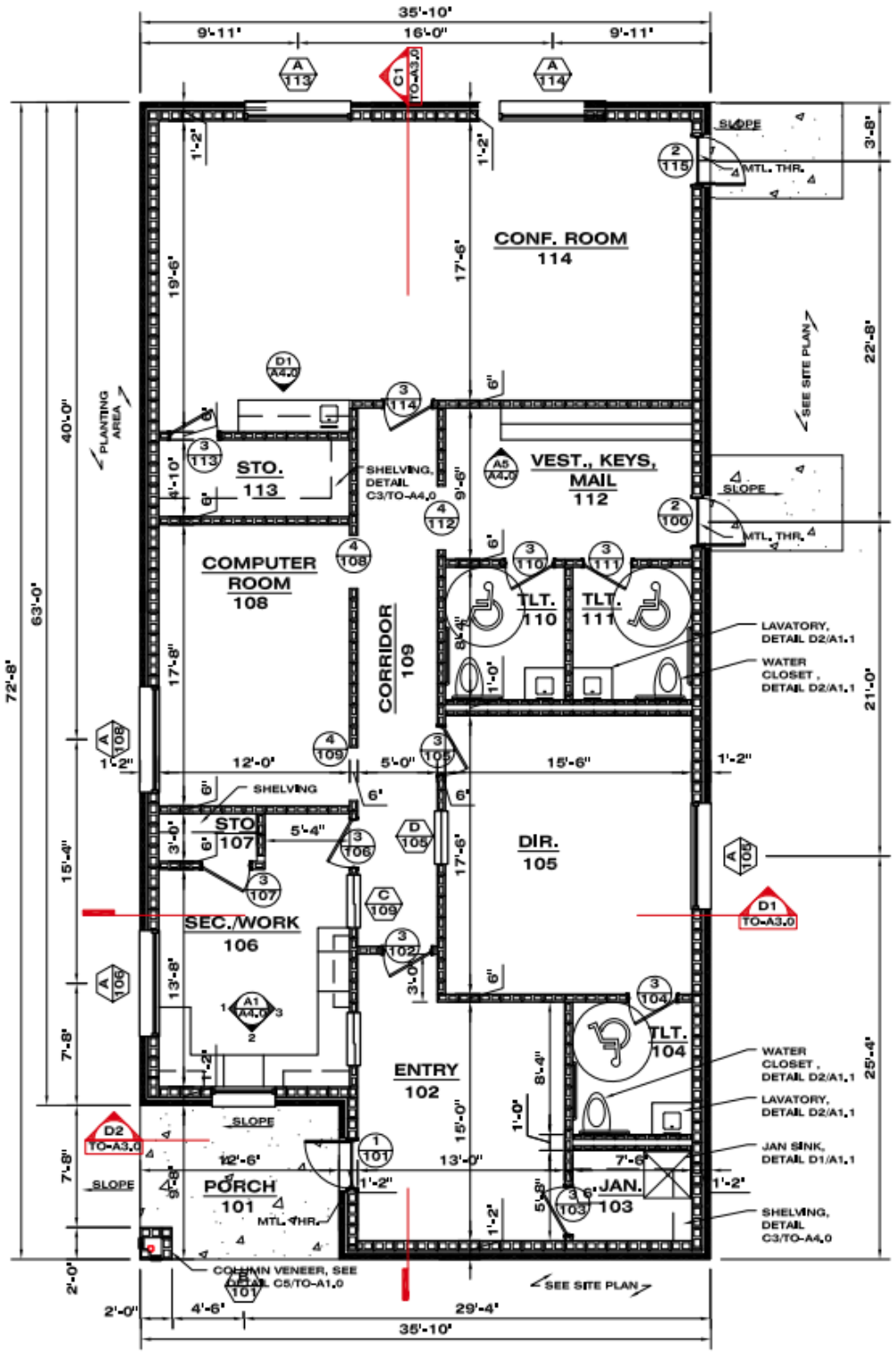
DRAWING
NEW TRANSPORTATION COMPLEX

Shop Building



A3 FLOOR PLAN
SCALE: 1/8" = 1'-0"

NORTH



A3 TO FLOOR PLAN
SCALE: 1/8" = 1'-0"

NORTH

QUICK REFERENCE INDEX

MISSISSIPPI DEPARTMENT OF EDUCATION PUPIL TRANSPORTATION GUIDE AND RELATED MISSISSIPPI LAWS

MISSISSIPPI DEPARTMENT OF EDUCATION – STATE BOARD POLICY

http://www.healthyschoolsms.org/healthy_school_environment/pupil_transportation.htm

MISSISSIPPI LAWS

This index is provided as a quick reference to many of the state laws that most frequently affect school districts and student transportation. It is not designed to be an exhaustive nor all-inclusive index. All references to code sections are to the Mississippi Code Annotated (1972).

The Hattiesburg Public School District and the Contractor shall be required to follow all MDE guidelines and the laws of Mississippi.

Free Public MS Code Access Web Link: http://www.lexisnexis.com/hottopics/mscode/

Title 27 – Taxation and Finance

§27-51-41 – Chapter 51 – Ad Valorem Taxes – Motor Vehicles
§27-55-12 – Chapter 55 – Gasoline and Motor Fuel Taxes
§27-55-19 – Chapter 55 – Gasoline and Motor Fuel Taxes
§27-65-105 – Chapter 65 – Sales Tax

Title 19 – Counties and County Officers

§19-3-42 – Bus Turnarounds and Public-School Grounds

Title 31 – Public Business, Bonds, and Obligations

§31-7-305 – Recordkeeping and notice requirements; time for mailing check in payment of invoice; time for payment in event of dispute; interest penalties

Title 37 - Education

Chapter 41 - Transportation of Pupils
§37-41-1 – Promulgation of rule and regulations
§37-41-2 – Interference with operation of school bus; penalty
§37-41-3 – Pupils entitled to transportation
§37-41-5 – Transportation of children under extraordinary circumstances and conditions
§37-41-7 – Laying out of routes within county; supplemental funds
§37-41-13 – How routes are to be laid out
§37-41-15 – Alteration of routes; emergency transportation
§37-41-21 – Prohibition on transporting certain pupils; exceptions
§37-41-23 – Reports and records required
§37-41-25 – False reports, lists or records; misdemeanor; criminal and civil penalties
§37-41-27 – School buses may be used for special events and during emergencies
§37-41-29 – Private transportation of pupils shall be replaced by public transportation; continuation of existing or approval of new private contracts under certain circumstances; contents of contract.
§37-41-31 – Awarding of private transportation contracts
§37-41-35 – Operation of school bus garage and repair shop
§37-41-43 – Identification of publicly-owned school buses
§37-41-45 – Police may stop publicly-owned school bus to ascertain whether its use is authorized by law
§37-41-47 – Speed of school bus; penalty
§37-41-49 – Violation of safety regulations of state board of education; penalty
§37-41-53 – Inspections and safety requirements for motor vehicles used for public school transportation
§37-41-55 – Duties of driver of school transportation vehicles used to transport pupils upon approaching railroad crossing or intersection
§37-41-57 – Promulgation of regulations governing design and operation of school buses
§37-41-59 – Mounting camera on school bus retractable, hand-operated stop sign
§37-41-61 – Information campaign on school bus safety

TITLE 63 – Motor Vehicles and Traffic Regulations

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXAMPLE AGREEMENT

AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION SERVICES TO THE HATTIESBURG PUBLIC SCHOOL DISTRICT

This Agreement is made July 1, 2027 (the "Agreement"), by and between the Hattiesburg Public School District (the "District"), and _____(the "Contractor").

WHEREAS, the parties wish to provide transportation services for the eligible students of the District in accordance with the requirements of Mississippi law and the terms and conditions provided for herein; and

WHEREAS, subject to the Hattiesburg Public School Board of Education's approval of the District's request to enter into this Agreement for the provision of pupil transportation services as authorized by Miss. Code Ann. Sections 37- 41-3, 37-41-29, and 37-41-31; and

WHEREAS, this Agreement was negotiated by the parties and sets forth the terms and conditions governing the pupil transportation services to be provided by Contractor to the District.

NOW THEREFORE, in consideration of the mutual promises of the parties, the covenants and conditions herein contained, and the mutual benefits to be derived here from, the parties agree as follows:

SECTION 1. DEFINITIONS:

1.1 "Academic Options Routes" shall mean routes transporting students from their home to the Academic Options Center and returning home. These alternate placement students are restricted to riding the Academic Options bus only.

1.2 "Aide/Monitor" shall mean a person performing the duties performed by persons holding such designations that assist drivers in student behavior, loading, unloading and other duties as assigned.

1.3 "Bus Permit" refers to the District's official approval to the Contractor for extra-curricular trips.

1.4 "Career & Technical Routes" shall mean the transporting of Career & Technical students from homeschool to the Designated work sites and return to home school.

1.5 "Contractor" refers to (Successful vendor) whose address for notice is _____.

1.6 "Digital Camera System" shall mean video monitoring systems and accessories designed specifically for the school bus transportation environment.

1.7 "District" refers to the Hattiesburg Public School District, whose address for notice is 301 Mamie Street, Hattiesburg, Mississippi 39401.

1.8 “District-Owned School Buses” shall mean all buses owned by the District.

1.9 “District-Owned Vehicles” shall mean all vehicles, other than buses, owned by the District.

1.10 "Double Route" shall mean any route that transports students from home to school and return home and also serves another campus.

1.11 “Environmental Laws” shall mean all federal, state and local environmental laws, regulations and ordinances, including the federal Resource Conservation and Recovery Act, as amended, the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the federal Superfund Amendment and Reauthorization Act of 1986, as amended, federal Clean Water Act, as amended, along with similar state and local laws and ordinances

1.12 “Extended School Year/Summer Routes” shall mean summer school routes with students being transported to multiple campuses or locations.

1.13 “Extracurricular Trips” shall mean activity trips such as field trips, athletic trips, or any trip that is requested and approved through the Bus Permit procedures.

1.14 "Facilities" or “Facility” shall mean the District's transportation/bus shop and contiguous parking areas located at 707 Hutchinson Avenue, Hattiesburg, MS 39401.

1.15 "Fleet" shall mean all of the District-Owned School Buses as listed on Exhibit B.

1.16 "GPS Tracking System" shall mean Real-Time GPS Fleet Tracking and Management System designed specifically for the school bus transportation environment.

1.17 "Initial Term" shall mean this Agreement for Furnishing Pupil Transportation Services to HATTIESBURG PUBLIC School District, which shall be for the approximate term of July 1, 2027, to June 30, 2031. If the beginning date is after July 1, 2027, the contract will begin on the date it is signed and be in effect for four years.

1.18 “Clinic Shuttles” refers to the program that runs in the District twice per day between 7:30 a.m. and 3pm and scheduled trips, with District employees driving District-Owned Buses on District time.

1.19 “Merged Route” refers to routes, due to School Bus Driver shortages, merging students from their assigned School Bus to another School Bus for transportation.

1.20 "On-Time Delivery and On-Time Pick-Up" shall mean that students are dropped off and picked up at their school no later than the drop off and dismissal time for each school as approved by the District.

1.21 “Routes” shall mean the routes for transporting students from beginning to ending points: i.e., home (pick-up point) to school (delivery point) and return home.

1.22 “School Administrator” shall mean the Principal or his or her designee at the school location.

1.23 "School Bus" shall mean a bus that complies with the Mississippi Minimum Standard for School Buses, latest edition, established by the Mississippi State Board of Education.

1.24 "School Bus Driver" shall mean a School Bus operator who is certified by the Mississippi Department of Education.

1.25 “Single Routes” shall mean any route that transports students from home to school and return to home.

1.26 "Students" shall mean those persons designated by the District as eligible for pupil transportation services under District policy and Mississippi law.

1.27 “Special Education Routes” shall mean the routes transporting students with special needs.

1.28 "Superintendent" shall mean the Superintendent of the Hattiesburg Public School District.

SECTION 2. SCOPE OF SERVICES; PRICING; TERM

2.1 The Contractor hereby agrees to provide the student transportation services described on Exhibit A. (the "Transportation Services") at the prices set forth on Exhibit A. Any changes to the Transportation Services will require appropriate adjustments to the prices set forth on Exhibit A as further discussed in Section 11 below.

2.2 The term of the Agreement shall be for a period of four (4) years and will commence on approximately July 1, 2027, and end on June 30, 2031 (the “Initial Term”). Subject to the approval by both parties and the Board of Education of the District, this Agreement may be extended for an additional four (4) year term (the “Renewal Term” and, together with the Initial Term, (“Term”)).

2.3 The parties agree to begin the negotiation process of the new rates on or before December 1, 2030 prior to the end of the Initial Term. Upon parties’ reaching agreement on new rates to be used in the Renewal Term and subject to approval by the Board of Education of the District, the parties will replace Exhibit A with a new schedule of rates and upon each party signing such new schedule of rates no further action shall be necessary to amend this Agreement.

2.4 The Transportation Services shall comply at all times and in every respect with all Mississippi laws and specifically to Title 37 - Education, Chapter 41 - Student Transportation and Mississippi State Board of Education and District policies, rules, and regulations, specifically including, but not limited to, regulations adopted by the Mississippi State Board of Education governing the operation of School Buses.

2.5 The Contractor and District will consult on a regular basis concerning the transportation requirements of the District and negotiate in good faith as to any necessary changes.

SECTION 3. BUS ROUTES AND SCHEDULES

3.1 Bus Routes and bus stops shall be determined according to the most efficient means of routing as determined by the Contractor and approved by the District. Proposed Bus Routes and stops will be provided to the District in a timely manner by the Contractor prior to commencement of this Agreement. The District is responsible for providing an updated and complete listing of Students based upon current Student data to the Contractor no later than June 15th each year during the Term.

3.2 **Required Report:** Contractor shall deliver recommended AM and PM Bus Routes, bus stops, with travel directions, scheduled pick-up and drop-off points, and times for students to the District for the District's approval no later than April 15th prior to the beginning of each school year during the Term. If this list is not provided by the agreed upon date, the Contractor agrees to pay the District $25,000 plus $100 per day until the list is provided.

3.3 The Contractor shall not deviate from any approved, designated routes except by prior written consent of the District or in the case of an emergency, which shall be reported promptly thereafter to the District.

3.4 The Contractor will supply and the District will reimburse the cost of the Versatrans state-of-the-art computerized routing management software and annual maintenance contract that includes all facets of pupil transportation management and routing. Contractor shall use and maintain the District provided Versatrans system. It is anticipated the utilization of this computer routing software program will lead to more efficient bus routing and to cost savings. Efficiency improvements and the resulting cost savings will be shared by the District and the Contractor at an agreed upon amount. The efficiency improvements must be approved by the District.

3.5 All routes are the property of the District. This includes, but is not limited to, all databases used to establish and construct the District's routes. The District student database is Student Accountability Management System (SAMS), which is proprietary software of Central Access, 388 Highland Colony Parkway, Ridgeland, MS 39157.

3.6 Routes shall be designed so students will only be picked up from home and delivered to their home, except when the District has approved service to or from alternate locations. The Contractor shall make every effort to stay within On-Time Delivery and On-Time Pickup. No student shall have a ride time on any one way trip for longer than one hour and thirty minutes. In some cases, the District may require shorter ride times. Ride time on morning routes shall be defined as the number of minutes from the time a student boards the bus to the time that the student arrives at the school the student attends. Ride time on afternoon routes shall be defined as the number of minutes from the time a student boards the bus at the school the student attends to the time that the student departs from the bus.

3.7 Contractor will deliver all passengers to such points on the school campuses as the District shall designate and shall remove all students from the school campuses for return to their homes in accordance with the transportation schedules and routes set up by the Contractor and District, such schedules and routes to take into consideration traffic volume, hazards, and weather conditions.

3.8 For schools offering **breakfast**, all buses must arrive at the school no less than fifteen (15) minutes prior to the first bell. Arrival should be no earlier than when the administration is on duty, which is 30 minutes prior to the first bell. If school does not offer breakfast, all buses must arrive no less than 5 minutes prior to the first bell.

3.9 At dismissal time, buses shall arrive and be in position at the school 5 minutes prior to dismissal, and shall depart no less than 10 minutes after dismissal time.

3.10 Publication of Routes: The Contractor shall provide bus stop locations to parents of the Students prior to the start of each school during the Term, which shall not be altered or changed without prior written approval by the District. Final routes shall be published at the expense of the Contractor, twice one week prior to school opening in local newspapers and any other means that may be available.

Contractor shall provide the bus number and route sheet to each campus' administrative office. A hotline shall be available at the Contractor's expense to answer parents' questions about pick-up times and location.

3.11 The District may require alterations, modifications, amendments to the bus routes, timing and/or bus stops in order to meet Mississippi law or regulation requirements or changing conditions upon reasonable prior written notice to the Contractor. The Contractor shall implement such changes a soon as practicable, or upon the effective date of the Mississippi law or regulation requiring such change. If the parties cannot agree to the foregoing, the District's decision shall be final. Compensation for such changes, if any, shall be in accordance with the prices as set forth in Exhibit A. If pricing for such change is not specified in Exhibit A, pricing shall be mutually agreed upon by the District and the Contractor.

3.12 The District shall have the sole responsibility of altering, delaying, or canceling Transportation Services during inclement weather. The Contractor shall designate a specific person, who shall remain available for consultation on a daily basis, to assist the District in any such determinations. The Contractor agrees to abide by the decision of the District to operate on the assigned schedules and routes. The Contractor will follow the District's procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses. In the event that the District cancels a scheduled school day which is not rescheduled during the same school-year, District shall pay Contractor half of the daily route cost for each cancelled day, unless related to Force Majeure as specified herein.

3.13 School Bus Drivers who discover cause for route or time adjustments will report their observations to the Contractor, who will immediately notify the District.

3.14 Excluding athletic playoff trips, Extracurricular Trip Bus Permits shall be provided to the Contractor seven (7) working days prior to the date of the trip in order to ensure sufficient time for driver selection and planning for said trips. Contractor shall provide the District with confirmation upon receipt of the requests.

3.15 The Contractor shall provide all necessary Student, mileage, and other information to the District in a timely manner in order to assist the District in complying with the Mississippi Department of Education regulations. In addition, the Contractor shall provide reasonable

assistance to the District to assist it in completing and filing necessary reports to other governmental bodies. In the event the District incurs any penalty, fees or other expenses due to the Contractor's failure or refusal to provide the District accurate information in a timely manner, the Contractor shall immediately upon written demand reimburse the District the amount of such penalty, fees or expenses. Further, in accordance with Miss. Code Ann. §37-41-23, the District shall withhold payment of compensation to the Contractor until reports required by regulations of the Mississippi Board of Education have been filed, unless the failure to file any such report is not in any way due to Contractor's failure or refusal to provide the District such information that is within the Contractor's control that is necessary to file such reports.

3.16 Special Education:

a.) Monitors (Aides) are required on all Special Education buses.

b.) Loading and unloading of Special Education Students shall follow the guidelines provided and approved by the District.

c.)

The District supplies the equipment required for students with special needs based upon the students' transportation needs as outlined in each student's IEP. The District is responsible for any and all hardware that is deemed necessary by the students' IEPs, transportation needs to be installed safely and appropriately for transportation of said student. The District IEP Committee determines the special needs of students on a child-by-child basis, and the Contractor shall adhere to these needs. This includes, but is not limited to monitor needs, child safety restraint systems (CSRSs), and any required necessities that have been established by the District IEP Committee and/or District.

d.)

The Contractor shall pick up and drop off Special Education students on the same side of the street where they reside. The Contractor shall deliver these students to emergency locations whenever directed by the District.

e.)

The District shall provide the Contractor with names, addresses, pictures, emergency information, number of students, and receiving schools for Special Education students who are to be picked up and returned.

f.)

The Contractor will maintain updated records on each Special Education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique problems pertaining to each student, such as behavior, disability or health.

g.)

Each driver shall have such information. This information shall be guarded as confidential according to federal and state guidelines implementing PL94-142 and parallel state statues.

SECTION 4. INSURANCE

4.1 For all District-Owned Buses, the Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in Mississippi, commercial general liability and commercial automobile liability in minimum amounts of insurance as follows:

a.) $15,000,000 per occurrence/annual aggregate General Liability bodily injury and death and/or property damage: $15,000,000 combined single limit Automobile Liability per accident for any auto, including hired and non-owned Automobile Liability. These limits may be met with a combination of a primary policy and/or excess policy.

b.) The policy of liability insurance will carry an endorsement upon the face showing the Boards of Education, Superintendent of Education, administrators, employees, agents and servants of the HPSD individually and severally, as additional insureds and include a waiver of subrogation under the policies up to the cap of the sovereign immunity law, which is $500,000 per occurrence. At the request of the District, the Contractor shall be required to furnish a copy of the policies.

4.2 The Contractor shall provide Workers Compensation Insurance for its employees in statutory limits and include a waiver of subrogation in favor of the District.

4.3 All insurance coverage required to be maintained by the Contractor under this Agreement shall be carried through companies reasonably acceptable to the District and authorized to conduct business in the State of Mississippi, with an AM Best rating of A or better and a financial size of VI (6) or better. Each insurance policy shall provide that such policy cannot be canceled without 30 days prior written notice to the District and 10 days' notice for nonpayment of premium.

4.4 Certificates of insurance shall be provided by Contractor to the District on or before commencement of this Agreement. The Contractor shall present and maintain current certificates of insurance throughout the term of the Agreement to the District giving evidence of the insurance coverage for each policy term.

4.5 The Contractor shall provide general liability and property insurance for the Facilities and said insurance shall name the District as additional insured.

4.6 The Contractor shall maintain comprehensive hazard insurance and property insurance on the Facilities, naming the District as the loss payee at replacement cost value for the Facilities.

4.7 When the vehicles are parked at or near a facility/property insured by Contractor, any property/physical damage to those vehicles is covered under Contractor's property coverage. Contractor self-insures vehicles for property/physical damage at all other times. District will be responsible for any property/physical damage to the District owned and operated activity buses listed on Exhibit B.

SECTION 5. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

5.1 It is expressly agreed and understood that the Contractor is in all respects an independent contractor and not an agent, servant, or employee of the District. The Contractor is responsible for payroll related costs, including unemployment and workers' compensation, for its employees.

5.2 The Contractor agrees to indemnify, hold harmless and defend the District, its governing board, officers, employees and agents from and against all liability, expense, loss, or damage, including but not limited to judgment, interest, costs, and attorneys' fees, for which the District may be held liable as a result or claims, suits, causes of action or demands, made by any person or entity, whether related to injury, including death, property damage, or otherwise, in any way arising out of to any extent the acts or omissions, negligent or deliberate (unless such act or omission was committed at the direction of the District or arise out of the gross negligence or willful misconduct of the District) of the Contractor or the Contractor's employees, agents, and independent contractors, in its performance of this Agreement during the Term.

SECTION 6. VEHICLES

6.1 The Contractor shall maintain the Fleet in good repair and working order. All Buses shall be kept in clean and sanitary condition and shall be open to examination by the District at all times. This shall include all Buses owned by the District with no additional charges. These buses shall be cleaned as agreed upon by the parties based on need, interior and exterior, during the school year. The Contractor shall have on-call a qualified mechanic to respond to any mechanical failure or breakdown. This will include all times that the Fleet is used to provide the Transportation Services, regardless of the time of day or night. The District, the Mississippi Department of Education and any other regulatory agency having jurisdiction over the subject matter of this Agreement shall have the right to and shall be granted access to inspect the Fleet and the Facilities at any time to ensure compliance with this Agreement, and local, state and federal laws and guidelines.

6.2 PREVENTIVE MAINTENANCE: Contractor will implement a preventative maintenance program that meets or exceeds practices generally accepted in the school bus industry to obtain the optimum useful and economic life of the Fleet. The Contractor will ensure that at an absolute minimum the Fleet will meet State of Mississippi required inspections and standards. District agrees to provide Contractor with all information necessary to allow Contractor to access warranty protections.

Required Report: On a quarterly basis, beginning July 1, Contractor shall provide the District a detailed report summarizing the preventive maintenance for each bus. At a minimum, the report shall include work order date, work order number, bus number, odometer, work done.

REPAIRS NOT UNDER WARRANTY: When the Contractor repairs District-Owned vehicles outside of the bus warranty, the Contractor will be required to include with the monthly bill a detailed maintenance record of each repair. At a minimum this list shall include, work order date, work order number, bus number, odometer, reason for repair, labor hours, labor cost, parts cost, total cost. The charges will be as specified in Exhibit A.

6.3 Contractor may perform vehicle maintenance repairs for District-Owned Vehicles using pricing as established in Exhibit A. However, District shall not be required to utilize maintenance services of the Contractor.

6.4 An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place in order to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining the records. When the Contractor repairs District-Owned vehicles, the Contractor will be required to include with the monthly bill a detailed maintenance record of each repair.

6.5 The Contractor may allow School Bus Drivers, upon approval of the District and where appropriate, to park the School Buses at their homes or other safe locations to conserve fuel as long as the site is within the Hattiesburg Public School District attendance zone served by the Bus Driver. The Contractor will establish a monitoring and reporting procedure that will insure the Fleet will not leave the Hattiesburg Public School District attendance zone with reference to park outs.

6.6 Painting and lettering of Fleet shall be in accordance with District and State of Mississippi specifications at the time the buses are placed in service. The Fleet shall be lettered by the District and shall read "**HATTIESBURG PUBLIC SCHOOL DISTRICT**".

6.7 All Buses shall be equipped with communication devices provided by the Contractor. These communication devices shall have a capacity sufficient to maintain contact with the bus terminal at all route points. The bus terminal base shall be manned and operated during any and all routing periods. The District shall provide radio towers, repeaters, and FCC Licenses. The Contractor shall provide no more than five (5) handheld radios to the District.

6.8 The District shall provide a **digital camera surveillance system, and in some cases,** Wi-Fi for use on the Fleet provided under this Contract. The District shall retain ownership of the surveillance monitoring equipment. The Contractor shall be solely responsible for supplying all videos, troubleshooting for repair or replacement, and physical replacement of the equipment. The District shall provide equipment that is to be replaced. The Contractor shall provide video to District personnel within 24 hours after the request is made by the District. If the request is noted as an emergency, the Contractor shall provide video within 4 hours.

6.9 Fleet shall have real-time GPS Fleet Tracking and Management System designed specifically for the school bus transportation environment. All District-Owned School Buses that are equipped with Zonar capability shall be paid for by the District and maintained by Contractor. Zonar service shall be provided by the Contractor and reimbursed by the District. The Contractor will be responsible for contracting with Zonar for the non-hardware related GPS expenses including Zonar Ground Traffic Control software, its use and maintenance, and cellular airtime to

transmit GPS data. The Contractor will invoice District Two Hundred Dollars ($200) per vehicle per year, in twelve (12) monthly increments, for each vehicle equipped with Zonar GPS. Contractor will supply Zonar's Electronic Vehicle Inspection System at Contractor's sole expense.

6.10 Contractor shall provide any necessary reporting of Fleet tracking.

6.11 Required road service shall be provided by the Contractor and paid for by the Contractor.

6.12 The Fleet shall not be fueled while students are on board.

6.13 The Contractor shall be responsible for processing accident repairs, including appraisals, obtaining repair proposals, transportation of vehicles to/from repair site, repair quality and timeliness, and shall be responsible for administration, including the payment of invoices. The Contractor shall immediately notify the Superintendent or the Superintendent's designee if there is an accident involving the Fleet and shall furnish to the District in a timely manner a complete written report of such accident. The Contractor will also notify the school of each Student involved in an accident and shall notify all parents or guardians of any such Students involved in such accident.

6.14 The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect the same carefully for safety defects and remedy any defects before using said vehicles.

6.15 **Required Report by the District to Contractor:** Two (2) weeks prior to the first day of school of each year, the District shall submit to the Contractor a complete list of all vehicles to be used during the year. This list shall identify the Buses that will be used for regular Routes and those that will be used for extracurricular and activity trips. This list shall include name of manufacturer, date of manufacturer, model, serial number, student capacity, bus number, fuel type, with or without cameras, GPS, Wi-Fi and any such other data as the Contractor may reasonably request.

6.16 Absolutely no increase or decrease in the number of buses utilized for Routes shall be made without prior written approval from the Superintendent or his designee. The effective day of any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and the District and be included as a part of the written approval for the Contractor to make a change in services.

SECTION 7. PERSONNEL

7.1 The Contractor shall employ a qualified full-time supervisor/general manager to oversee the student transportation services, who shall also act in the capacity of a liaison between the District and the Contractor. Supervisory positions shall be knowledgeable of the Contract. All personnel shall be of high moral character and act in a courteous and professional manner.

7.2 The Contractor shall employ a qualified full-time staff to supervise provision of student transportation services under the approved Contract, including supervisory personnel to act in the capacity of no fewer personnel than a contract/location manager, three (3)

dispatchers/routers (at least one of which shall be a trained routing specialist who is proficient in using the routing software, a recruiter, operations clerk, safety and training supervisor, vehicle servicing specialist (Mechanic), and an assistant contract/location manager. This list is intended to be a minimum guide. All staff assigned to work with the District shall be reasonably satisfactory to the District. Supervisory personnel shall be available to the Superintendent or his/her designee on site at the bus terminal between normal hours of operation on each school day during the term of this Contract and they shall provide emergency contact information for after-hours emergencies. Supervisory personnel shall not drive buses.

7.3 Required Report: Contractor shall provide to the District an Employee Report (Facility Personnel and Bus Drivers) two weeks prior to the first day of school of each contract year. If this list is not provided by the agreed upon date the Contractor agrees to pay the District $25,000.00 plus $ 100.00 per day until the list is provided. The District shall promptly notify Contractor of any proposed School Bus Drivers to which it objects, and the parties shall meet to discuss those objections. Additionally, the Contractor agrees to Furnish, upon request of the District, verification of criminal background checks on any of the Contractor's employees providing performance under this Agreement.

7.4 The Contractor shall immediately notify the District in writing of any change to the previously provided list of drivers. In the event of an emergency and only for the duration of the emergency, the Contractor may utilize substitute drivers who are not on the list and, when possible, must secure the prior written consent of the District to do so.

7.5 Required Report: The Contractor shall furnish the District the current Motor Vehicle Reports (MVR's) on all Contractor's drivers who are intended to operate the District-Owned Buses for any purpose. The District reserves the right to prohibit any Contractor driver who has an unfavorable MVR from operating District-Owned Buses.

7.6 The District shall promptly notify Contractor of any proposed School Bus Drivers to which it objects, and the parties shall meet to discuss those objections.

7.7 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that the District shall have the right to request Contractor to remove from service to the District any Contractor employee who, in the District's sole discretion, is deemed unsuitable for the performance of transportation services for the District. Contractor shall comply with such requests provided that the District shall make such request in writing stating the reasons therefore and include any supporting documentation and such request does not violate any laws against discrimination.

7.8 Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State and also holding a school bus driver's permit issued to him/her by the State of Mississippi Department of Education. Drivers shall follow the normal and usual instructions and requirements of the State Superintendent of Education and the District and shall at all times comply with the motor vehicle laws of the State of MS and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request.

7.9 The Contractor shall be responsible for providing substitute drivers and shall maintain a number of ten percent (10%) of the total number of routes that are run on a daily basis. This shall not include office personnel.

7.10 The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

7.11 The use of tobacco products, alcohol or illegal drugs shall not be permitted by (a) anyone on the Fleet and (b) any of the Contractor's employees while they are on District property.

7.12 Contractor agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by guardians, family members, District staff, or other parties representing the interests of any Student.

7.13 Contractor agrees that the transportation employees currently employed with the present carrier shall be given the first opportunity to apply with and be employed by the Contractor for service under this Contract, subject to meeting all of the employment standards of the Contractor.

7.14 It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be competent and of highest moral character. Bus monitors (Aides) shall also be carefully chosen based upon their character and ability to handle behaviorally and mentally handicapped persons. At the Contractor's expense, all School Bus Drivers, Aides and other employees of the Contractor who may have School Bus driving responsibilities must undergo a pre- employment drug-screening test and finger-print screening conducted in accordance with all applicable federal, State of Mississippi or local laws and regulation. Contractor agrees to furnish, upon request of the District, verification of criminal background checks on any of the Contractor's employees providing performance under this Contract. The District shall provide for the finger-printing of Contractor employees. The Contractor shall be billed by the District for the service. The current rate of finger-printing processing is $40.00 and is subject to change. All personnel must be fingerprinted by the District and cleared before operating a bus.

7.15 Any District employee that desires to drive a school bus covered by this agreement must comply with Contractor minimum safety requirements. The Contractor will notify the district employee of dates required for safety training and any compliance default in advance so that these individuals will remain compliant throughout the school year. At the Contractor's expense, each School Bus Driver must have a physical examination in accordance with applicable federal and State of Mississippi requirements.

7.16 The Contractor agrees that the school administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

7.17 The Contractor shall develop and maintain an ongoing safety program in compliance with applicable laws for all School Bus Drivers and Aides, in a form and on subjects approved by the District. The Contractor will provide additional training for Special Education bus drives and monitors which will include CPR and immediate care for students with diabetes, and seizures. Employees of the Contractor shall not be required to perform any medical functions for passengers. The Contractor shall provide documentation on such

safety programs to the District upon written request. The Contractor shall conduct monthly safety meetings for School Bus Drivers and Aides. Such meetings will be conducted at the Contractor's expense and attending School Bus Drivers and Aides will be paid an hourly rate established by the Contractor.

7.18 Special Education Aides will be provided and assigned such duties and route assignments as shall be requested in writing by the District. The Contractor shall be responsible for providing substitute School Bus Drivers. The District retains the right to request the removal from service under this Agreement of any School Bus Driver, who, in its opinion, is not qualified to operate a School Bus. All such requests will be made in writing and state the reason, therefore.

7.19 The Contractor shall not discriminate against any prospective or active employee because of race, color, national origin, religious creed, sex, age, or disability.

7.20 The Contractor agrees to make supervisory personnel and other staff available for reasonable community-related inquiries upon reasonable request and notice from the District.

7.21 The parties acknowledge that it is not their intent by this Agreement to create the relationship of joint employer.

SECTION 8. BUS OPERATION/SUPERVISION OF STUDENTS

8.1 School Bus Drivers shall not operate a School Bus loaded in excess of its rated capacity. Students will be placed three to a seat only where their size permits. School Bus Drivers shall not permit any passengers to stand in such vehicles, nor permit the overcrowding of such vehicles in any manner whatsoever that creates an unsafe environment.

8.2 School Bus Drivers shall not leave a School Bus unattended at any time when Students are on board.

8.3 Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and the Contractor will provide office operation for reporting transportation problems.

8.4 Rules and regulations regarding bus passenger discipline shall be given to the Contractor by the District. Each School Bus Driver shall handle all disciplinary matters in strict accordance with District policy. A copy of the Student Handbooks may be found on the District web site: http://www.hattiesburgpsd.com. All students are to be given a copy of the rules regarding discipline. All discipline problems shall be reported in writing. The Contractor shall report all major discipline issues that would result in students losing ride privileges to the principal on the same school day. **All other discipline problems shall be reported on the same school day or no later than noon of the next day.** District and the Contractor will, in the event the Contractor determines that a pupil poses a danger to himself/herself or other passengers, including the bus driver, cooperate to provide a safe transportation environment prior to the Contractor being required to transport such pupil. Vandalism damages to the Contractor's equipment will be the responsibility of the Contractor; however, the District will assist the Contractor in disciplining students

involved when the District has been notified. Further procedures and regulations for the administration of discipline may be established cooperatively between the District and the Contractor.

8.5 The ultimate responsibility and authority to suspend or expel any Student from Transportation Services hereunder shall rest with the District. School Bus Drivers are responsible only for such discipline as is required to safely and properly operate the Fleet. Each School Bus Driver shall handle all disciplinary matters in strict accordance with District policy. A Bus Driver may eject a student only in emergency situations where the student is a threat to the safety or health of the student, other passengers on the bus, or the Bus Driver. In such cases the School Bus Driver shall radio the Contractor. The Contractor shall notify the District Liaison. All discipline problems shall be reported in writing following completion of the route to the Principal or designee. Further procedures and regulations for the administration of discipline may be established cooperatively between the District and the Contractor.

8.6 School Bus Drivers and Aides do not have authority to refuse Transportation Services to any eligible Student. Matters that may necessitate a withdrawal of eligibility will be reported as soon as possible to the Contractor, which will immediately notify the School Administrator.

8.7 The School Bus Driver is responsible for using reasonable means in seeing that all Students are seated and remain seated while the School Bus is in operation. If Students refuse to sit, School Bus Drivers will be expected to "drive" the bus to a safe location, stop the School Bus and address standing Students.

8.8 No School Bus shall depart from any designated stop before any scheduled time unless all Students to be transported from that point are safely aboard and seated on the School Bus.

8.9 No person other than a student shall be transported in the Fleet except a teacher, school official, the Contractor or its agents or persons authorized by the District to ride in the Fleet. No unauthorized personnel or riders shall be allowed on the Fleet while it is being used in performance of this Agreement.

8.10 All School Buses must come to a complete stop immediately before traversing a railway grade crossing and must make a complete stop at all highway intersections protected by a stop sign.

8.11 All Drivers shall follow speed limits in accordance with Mississippi State law and District policy.

8.12 Contractor agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by guardians, family members, District staff, or other parties representing the interests of any Student.

SECTION 9. FUEL MANAGEMENT PROGRAM

9.1 The District shall provide all fuel each year for the performance of this Agreement.

Required Report: The Contractor shall provide to the Superintendent or his designee, on or before the 5th of each month, a month-ending fuel report as specified by the District. This report will at a minimum list by vehicle the fuel used by route on Regular Home-to-School routes, by activity and extracurricular trips, and by any other approved trips. The Contractor will assist the District in its fuel management efforts by ensuring that fuel usage is managed and controlled.

The Contractor will be responsible for compliance with all state and federal environmental protection agency (EPA and MDEQ) guidelines as it relates to fueling buses.

SECTION 10. FACILITIES

10.1 The District shall provide the Contractor with exclusive use of the Facilities "as is" with all components and systems in working condition and free from water intrusion for the maintenance, repair, operation, and storage of the Fleet District-Owned Vehicles, if applicable, located at 707 Hutchinson Avenue, Hattiesburg, MS 39401. The Facilities shall consist of offices, breakroom, restrooms, one (1) washing bay and three (3) work bays. The Contractor agrees to pay rent to the District for the use of the Facilities the sum of $1.00 per year during the Term of this Agreement.

10.2 The Contractor will pay for electricity, water, heat, maintenance of the facility, janitorial service, telephone service, environmental compliance solely related to the activities of the Contractor, garbage removal, and routine maintenance of the grounds/parking lot of the Facilities. The Contractor shall have full responsibility for equipping and maintaining the Facility in good repair and appearance satisfactory to the District and in compliance with all District, county, state and federal laws and requirements, including but not limited to environmental, EPA and OSHA compliance. The Contractor will provide required insurance coverage and name the District as additional insured lessor on the policy as stated in Section 4 of the Agreement. District represents that as of July 1, 2027, electricity, water, gas, sewer and telephone utilities in sufficient capacity for the use contemplated herein shall be connected and immediately available to the Facilities and all tap and connection fees shall have been fully paid by District. District also represents that as of July 1, 2027, all electrical connections necessary for Contractor to install a trailer will be in place and operational at District's sole cost. Contractor shall be solely responsible for and shall promptly pay all charges for gas, heat, light, electricity, power, telephone and any other utility or service directly metered or provided to and exclusively serve the Facilities. District shall be responsible for the maintenance, repair and replacement of any items not identified herein as the responsibility of Contractor, including but not limited to structural components, mechanical systems and building components, any capital improvements/expenses, and any equipment owned by District, except as to repairs or replacements resulting from the Contractor's negligence. The District shall also be responsible for the maintenance and servicing of the oil water separator.

(a) The Contractor shall indemnify, defend and hold harmless the District from, and shall pay for, any environmental damages, fines, penalties, administrative actions, suits, clean-up costs, and any other costs, including, but not limited to, third party liability (collectively, the "Liabilities"), that arise from leaks, seepage or spills directly caused by Contractor's storage

or dispensing of regulated substances or hazardous waste at the Facilities during its performance of maintenance services on the Fleet pursuant to this Agreement. Such responsibility shall not apply to any Liabilities occurring in connection with any acts or omissions of the District. The Contractor shall control the disposal of all waste generated in connection with performing its services under this Agreement and shall do so in accordance with federal, state and local laws and regulations. To the extent permitted by applicable law, the District shall defend, indemnify and hold Contractor harmless from any Liabilities occurring in connection with the disposal of any waste directed or controlled by the District or any environmental conditions existing prior to the date of this Agreement and for any environmental conditions after the date of this Agreement to the extent caused by the acts or omissions of District.

(b) District shall have full responsibility for the proper removal and disposal of all existing hazardous material stored on-site prior to the commencement of Contractor's occupation of the Facility.

(c) District shall provide to Contractor copies of all environmental reports and assessments related to the Facilities which it has obtained or has access to. Should any such reports or in the event Contractor causes a Phase I to be performed on the Facilities, then Contractor's Phase I report, recommends a Phase II inspection or other supplemental environmental testing, Contractor may cause such Phase II inspection or other environmental testing to be performed at the Facilities.

10.3 The District represents, warrants, and covenants to Contractor that:

(a) There has been no discharge of oil, gasoline, diesel fuel, solvents, other hydrocarbons or any other hazardous materials into or contamination by such materials or otherwise of the soil, ground water, surface water, storm drain system, sewer drain system, etc., or any other pollution from any use, operation and/or maintenance of the Facilities at any time prior to the date hereof; and

(b) District shall comply with all applicable federal, state and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of the Facilities at all times prior to, during and after this Agreement.

(c) The Contractor represents, warrants and covenants to the District that:

i. The Contractor will comply with all applicable Environmental Laws related to Contractor's activities at the Facilities; and

ii.Contractor will not install underground storage tanks or place other vessels underground at the Facilities;

10.4 All material alterations, additions or improvements to the Facilities shall be made only with written consent of the District, not to be unreasonably withheld. The Contractor may install equipment or trade fixtures without the consent of the District. All equipment, trade fixtures and furniture installed by Contractor shall be and remain the property of the Contractor, and Contractor

may elect to remove them at any time during the Term of this Agreement and shall remove such equipment, trade fixtures and furniture within twenty (20) days after the termination of this Agreement. In the event that the Contractor does not remove such equipment, trade fixtures, and furniture within the twenty (20) day period, such items shall become the property of the District. At the expiration of this Agreement, Contractor shall deliver the Facilities to the District in as good order and condition as at the commencement of the Term of this Agreement, ordinary wear and tear, natural deterioration and casualty damage excepted. Any damage caused by the removal of Contractor's equipment or trade fixtures at the expiration of the Term shall be repaired at Contractor's expense.

SECTION 11. RATES AND PAYMENTS

11.1 Contractor shall submit ten (10) monthly invoices (August-May) to the District, beginning September 1 of each year during the Term of this Agreement for actual number of regular routes and per rate charge as specified in Exhibit A and for actual number and hours for Aides. The invoice shall include detailed route information which lists each route, type of route, bus number, Bus Driver, school, Aide hours, Aide name , i.e., with each. Monthly invoices for the previous month should be submitted to the District by the eighth (8^{th}) business day of each month in order that payment be made the last week of the month and must be accompanied by all reports that are required by the Contract and District. Invoices will be paid in a timely manner or within forty-five (45) days after receipt of the invoice. However, in the event of a bona fide dispute, the HPSD shall pay only the amount not in dispute and as required according to Miss. Code § 31-7-305.

11.2 When any type of changes has been made regarding the number of Routes, Aides, or Buses the written and signed approval form must be included with the bill reflecting the change. If at any time during the term of this Agreement, it is determined that a significant reduction/increase in service is to be instituted due to changes in school start/end times (bell schedules), mandated reduction/increase in routes, change in number of students or miles driven, or any other changes which significantly reduce or increase the existing service level(s) or CONTRACTOR'S cost of operations, the CONTRACTOR and the DISTRICT agree to negotiate an adjustment to the rate schedules. The term "significant reduction/increase" as used herein is defined as any change of five per cent (5%) or more in the number of routes being operated.

11.3 Contractor shall provide an adequate number of School Bus Drivers to cover all routes, and no School Bus Driver shall have to drive Merged Routes. In the event a School Bus Driver does drive a Merge Route, the Contractor shall only charge the District the Single Route rate.

11.4 For programs in the summer months (June and July), detailed invoices shall be submitted by program and list bus number, Bus Driver, Aide, daily route rate, daily Aide cost, total cost, # of days, and total.

11.5 Athletic/Field Trips/Extracurricular trips must be requested prior to the event and issued a Bus Permit. The monthly athletic trips, field trips, and extra-curricular trips must be correctly itemized using Excel by listing date, bus permit number, group, destination, bus number, assigned driver, start time, end time, total hours, or total miles, and total charge for each trip. The District provided School Bus Driver shall be properly licensed and certified by the Mississippi Department of Education and meet all State of Mississippi, local, and Contractor minimum training requirements, including attendance at required safety meetings. The District provided School Bus Driver must meet Contractor's minimum standards.

11.6 Job-Shadow Shuttles are scheduled trips and shall be calculated using the Extracurricular/Field Trip rate as specified in Exhibit A. Job-Shadow Shuttles use District School Bus Drivers, driving District-Owned Buses, and on District time.

11.7 In the event when District employees are used to drive buses for athletics, field trips, or extracurricular trips, the Contractor will charge as specified in Exhibit A.

11.8 REPAIRS UNDER WARRANTY: The Contractor is responsible for preventive maintenance on all District-Owned Buses at no cost to the District. The Contractor will be responsible for maintaining repair records as stated above.

11.9 REPAIRS NOT UNDER WARRANTY: When the Contractor repairs District-Owned vehicles outside of the bus warranty, the Contractor will be required to include with the monthly bill a detailed maintenance record of each repair. At a minimum, this list shall include, work order date, work order number, bus number, odometer, reason for repair, labor hours, labor cost, parts cost, total cost. The charges will be specified in Exhibit A.

11.10 PERFORMANCE SURVEY: Contractor shall have all staff, equipment and procedures in place to service this Contract and, at a minimum, monitor all bus schedules to ensure that buses operate in a **timely manner**, have available and knowledgeable management personnel on site at bus terminal during normal hours of operation, maintain safe seating and no overcrowding per seat, and maintain properly working, submit any report that is requested by the District, and readily available, and accessible digital surveillance. Throughout the term of this Agreement, the Transportation Director and/or each school principal (or principal's designee) with direct day-to-day interaction with student transportation will complete a survey that shall set forth performance criteria mutually agreeable to the Contractor and the District. The survey shall be reviewed by the District's Transportation Director in consultation with the school principal to determine the completeness of the evaluation of service. If the Contractor refuses or fails to perform services as specified in this Contract as reported on a survey, the District will provide written notification specifying service deficiencies. The Contractor will have twenty (20) school days after receipt of such written notice to correct the problem(s). If the Contractor does not restore service to a satisfactory level, the District may apply performance damages as described below. The reduction will be based on the prior month's service survey and be applied as a "performance reduction" on the next available Contractor billing.

PERFORMANCE MEASURES:
Provide all "Required Reports" within the required time:
List of Bus Routes and Stops, Quarterly Preventive Maintenance Reports, Employee List, Motor Vehicle Reports for Contract Drivers, and Month-end Fuel Report:
Penalty for each - $25,000.00 and $100.00 per day increase

Poor Performance Damages:
Penalty - 2.5% Monthly

SECTION 12. MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT

Contractor shall not assign or subcontract in whole or in part, its rights, or obligations under this Contract without prior written consent of the HPSD. Any attempted assignment without said consent shall be void and of no effect.

12.2 GOVERNING LAW

This Contract shall be governed by and constructed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Hattiesburg, Mississippi. Contractor expressly agrees that under no circumstances shall HPSD be obligated to pay any attorneys' fees or expenses or the cost of legal actions to Contractor. In the event of changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition, including, but not limited to, any interpretation, implementation, or replacement of the Patient Protection and Affordable Care Act, minimum wage, mandatory paid sick time, additional safety equipment such as seat belts, which causes any of the Contractor's operating costs related directly to its employees who serve this Contract directly to increase at a rate in excess of any negotiated escalation, then the parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase.

12.3 FORCE MAJEURE

Contractor will incur no liability to the District and the District will incur no liability to the Contractor for failure to perform any of their respective obligations under this Agreement if prevented by a national emergency, wars, riots, labor shortage, labor stoppage or labor related issues, fires, federal, state, or local laws, rules, regulations, shortages (local or national), or fuel allocation programs, or any other cause beyond either party's control. In the event of such an occurrence, the District and Contractor shall work together to obtain the best possible resolution to the issue.

12.4 NO THIRD PARTIES

There are no other parties to this Agreement. No obligations to third parties are provided herein, whether by the express or implied terms and conditions. Neither party shall be liable to any third party based upon this Agreement, its terms and conditions, or a party's actions taken hereunder.

12.5 AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind, and (d) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

12.6 E-VERIFY COMPLIANCE

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp

2008), and will register and participate in the status verification system for all newly hired employees.

12.7 NOTICES

All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, sent to the party at the address shown in Section 1 of this Agreement for the Contractor and the District, respectively or to such other address as either party may have furnished to the other in writing as place for the service of notice. Such notices shall either be deposited, postage prepaid, in the registered or certified United States mail, return receipt requested, or sent prepaid via air courier service and shall be deemed given when actually received at the home address shown on the postal or air courier receipt.

12.8 MODIFICATIONS

No waivers, alterations, or modifications of this Agreement or any agreements in connection with it shall be valid unless in writing and duly executed by both the Contractor and the District.

12.9 SUBCONTRACTING

The Contractor may not subcontract any Transportation Services to other contractors without the written consent of the District.

12.10 ENTIRE AGREEMENT

This Agreement, including the Exhibits, constitutes the entire agreement between the parties and will supersede all previous negotiations and commitments whether written or oral.

12.11 TERMINATION FOR CAUSE

If the Contractor at any time fails to comply with and fully perform any covenant contained herein to he performed by the Contractor, the District shall give prompt notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within thirty (30) days from the receipt of such notice (unless such failure is caused by an event of Force Majeure), then at the option of the District, this Agreement may be terminated immediately by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any costs (including reasonable attorney's fees) to the District directly resulting from Contractor's failure to perform any such covenant. If the District's notice, however, indicates that such failure by the Contractor jeopardizes the safety or welfare of the Students or the District, the Contractor shall take immediate action (following receipt of such notice) to remedy such failure. If the Contractor fails to remedy such a situation as soon as reasonably practicable, the District may terminate this Agreement immediately upon notice to the Contractor. If the parties cannot agree on any issue requiring mutual agreement, then either party may terminate, without fault or penalty, ninety (90) days prior written notice.

12.12 NON-APPROPRIATION OF FUNDS

The District represents that (a) it has adequate funds to meet its obligations under this Agreement during the current fiscal year; (b) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of such funds during the Term of this Agreement. However, it is understood that the availability of funds is contingent upon varied sources including tax levies. If the District fails to have adequate funds to provide part or all of the Transportation Services (including but not limited to a reduction in Transportation Services) described in this Agreement, then the obligations under this Agreement are suspended in part or entirely as of the date the funding expires. The

suspended obligations will become binding and enforceable from the date adequate funding is restored; provided, the resumption of Transportation Services after a suspension thereof, in whole or in part, shall not extend the Term or any Renewal Term of this Agreement.

12.13 PERFORMANCE BOND

The successful Contractor shall provide a Performance Bond annually in the amount of 100% of the regular route cost per year as stated in Miss Code Section 37-41-31. This bond shall be filed with the District's Superintendent of Education on or before the beginning of each Contract Year.

12.14 DISTRICT INVENTORY AND EQUIPMENT

At the termination of this Agreement, the Contractor shall return said inventory and equipment in like received condition excepting normal wear and tear.

12.15 DISTRICT PHONE NUMBERS

At the termination of this Agreement, the Contractor shall return the use of any established phone numbers used by the Contractor during the execution of this agreement to District control.

12.16 GRATUITIES

By signing this Agreement, the Contractor certifies that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the District with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of this Agreement. The right of Contractor to proceed may be terminated after notice and hearing, the District determines that a Contractor, any agent, or other representative of Contractor gave or agreed to give, any employee in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, as listed in Miss Code Ann. 97-11-53.

12.17 DEBARMENT

By signing this Agreement, the Contractor agrees that it is not currently debarred from entering into a contract with any political subdivision, a governing authority, agency of the State of Mississippi, or any other state, and that it is not an agent of a person or entity that is currently debarred from entering into a contract with any political subdivision, a governing authority, agency of the State of Mississippi, or any other state.

12.18 Mandatory Disclosures (§200.113)

The District must disclose to the Federal awarding agency all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

12.19 FEDERAL GOVERNMENT REQUIRED CONTRACT PROVISIONS

By signing this Agreement, where applicable, the Contractor agrees to abide by the following required clauses as required by section §200.326 (Appendix II to Part 200)

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In addition to the other provisions required by HPSD, all contracts made by HPSD under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $350,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must

address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts more than $10,000 must address termination for cause and for convenience by the HPSD including how it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the HPSD more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $350,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (§200.322)

SECTION 13. RECORDS AND REPORTS

13.1 Unless otherwise mentioned in this Agreement, the Contractor shall provide within 5 business days of any request, those reports and records which may be reasonably requested by the District pertaining to students, routes, stops, fuel, repairs, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided. The Contractor will retain such records for the period of the Agreement plus three years from the ending date or termination of the Agreement. All records, reports, and other information shall remain or become the property of the District.

13.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by the District and as negotiated between Contractor and District from time to time. All reports required by the District shall be submitted on forms mutually agreed upon by both parties. The Contractor will not be responsible for filing on behalf of the District any state or regulatory reports concerning ridership or reimbursement.

13.3 Contractor shall immediately notify the Director of Transportation, or his or her designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

IN WITNESS WHEREOF, the District and the Contractor have hereunto set their hands, this_____day of _____, 2027.

HATTIESBURG PUBLIC SCHOOL DISTRICT

By: _____

Robert Williams

Title: Superintendent of Education

By: _____

Delores McNair

Title: President, Board of Education

Date: _____

(SUCCESSFUL BIDDER)
Its: (TITLE)

By: _____

Title:

Date: _____