REQUEST FOR PROPOSAL

for

Student Transportation Services

for

the Park Hill School District

Park Hill School District
7703 NW Barry Road
Kansas City, MO  64153
A. INVITATION TO SUBMIT PROPOSALS

Notice is hereby given that the Park Hill School District hereinafter referred to as DISTRICT, will receive sealed proposals up to but no later than 02:00 PM CST on Wednesday, January 8, 2020 for comprehensive student transportation services beginning July 1, 2020.

As a part of this contract, the DISTRICT has restructured school hours beginning in 2020-2021 to support a transition from a predominantly two-tiered bus routing system (current) to a multi-tiered bus routing system for the 2020-2021 school year.

The DISTRICT K-12 enrollment is currently 11,709 students. Transportation is offered to all students, with approximately 60% ridership daily. Currently, the DISTRICT runs approximately one hundred (100) regular education double-routes, and thirty (30) double routes to support students with special needs. In addition, approximately thirty (30) daily shuttles are run to support programs between schools and outside district boundaries. The DISTRICT also offers transportation to all students during summer school, approximately sixty (60) double-routes. School start/end times have been reconfigured to move from double-routes to multi-routes beginning in 2020-2021.

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

Dr. Paul Kelly
Assistant Superintendent for Business and Technology
7703 NW Barry Road
Kansas City, Missouri  64153
816-359-4000

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

Any proposal not received by 02:00 PM CST on Wednesday, January 8, 2020 at the above address will be rejected, unopened and returned. No oral, telephone, or telegraphic proposals will be considered.

District Publishes Proposal Specifications: Wednesday, December 4, 2019 01:00 PM CST

Pre-proposal Meeting (Required): Thursday, December 12, 2019, 10:00 AM CST

Proposal Closing Date: Wednesday, January 8, 2020, 02:00 PM CST

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, November 26, 2019</td>
<td>12:00 PM CST</td>
<td>Invitations sent to area Providers</td>
</tr>
<tr>
<td>Wednesday, December 4, 2019</td>
<td>01:00 PM CST</td>
<td>District Publishes Proposal Specifications at <a href="https://www.parkhill.k12.mo.us/district_information/requests_for_proposal_and_bids">https://www.parkhill.k12.mo.us/district_information/requests_for_proposal_and_bids</a></td>
</tr>
<tr>
<td>Wednesday, December 11, 2019</td>
<td>01:00 PM CST</td>
<td>Written questions from PROPOSERs due to DISTRICT (Responses Provided at Pre-Proposal Meeting)</td>
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<tr>
<td>Thursday, December 12, 2019</td>
<td>10:00 AM CST</td>
<td>Pre-proposal Meeting (Required)</td>
</tr>
<tr>
<td>Monday, December 30, 2019</td>
<td>10:00 AM CST</td>
<td>Final written questions from PROPOSERs due to DISTRICT. No questions will be received by the DISTRICT after this date.</td>
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<tr>
<td>Thursday, January 2, 2020</td>
<td>01:00 PM CST</td>
<td>Final written responses to questions provided to PROPOSERs by the DISTRICT.</td>
</tr>
<tr>
<td>Wednesday, January 8, 2020</td>
<td>02:00 PM CST</td>
<td><strong>Proposals Due.</strong> A single hard copy and an electronic copy of the proposal (in PDF format) must be submitted.</td>
</tr>
<tr>
<td>Wednesday, January 15, 2020</td>
<td>09:00 AM CST</td>
<td>Interview(s) with Select PROPOSER(s) (if necessary)</td>
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<tr>
<td>Thursday, January 23, 2020</td>
<td>07:00 PM CST</td>
<td>Recommendation to the Park Hill Board of Education (First Read)</td>
</tr>
<tr>
<td>Thursday, February 6, 2020</td>
<td>7:00 PM CST</td>
<td>Final Recommendation to the Park Hill Board of Education</td>
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</table>
C. PROPOSAL CHECKLIST

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

<table>
<thead>
<tr>
<th>Verified</th>
<th>Description of Item</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Proposal Submitted By Form (G11)</td>
</tr>
<tr>
<td></td>
<td>Price Schedule (G1)</td>
</tr>
<tr>
<td></td>
<td>Proposal Questionnaires Submittals 1-23 (G2)</td>
</tr>
<tr>
<td></td>
<td>Proposer Certification Form (G3)</td>
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<tr>
<td></td>
<td>Bid Bond Certification Form (G4)</td>
</tr>
<tr>
<td></td>
<td>Workers’ Compensation Certificate (G5)</td>
</tr>
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<td></td>
<td>Evidence of Insurance or Insurability (G6)</td>
</tr>
<tr>
<td></td>
<td>Federal Work Authorization Form (G7)</td>
</tr>
<tr>
<td></td>
<td>Affidavit of Non-Collusion (G8)</td>
</tr>
<tr>
<td></td>
<td>Conflict of Interest Questionnaire (G9)</td>
</tr>
<tr>
<td></td>
<td>W-9 (G10)</td>
</tr>
</tbody>
</table>
D. TERMS & CONDITIONS

D1. Use of District Documents

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

The District proposal packet includes the following documents:

A. INVITATION TO SUBMIT PROPOSALS
B. PROPOSAL TIMELINES AND KEY DATES
C. PROPOSAL CHECKLIST
D. TERMS & CONDITIONS
   D1. Use of District Documents
   D2. Inspection of District Documents
   D3. Pre-Proposal Meeting
   D4. Questions and Clarifications
   D5. Submitting Proposals
   D6. Erasures or Corrections to Entries
   D7. Withdrawal or Amendment of Submitted Proposal
   D8. Alternate Proposals
   D10. Proposal Security
   D11. Agreement Document
   D12. Pricing
   D13. Payment and Retainage
   D14. Selection
   D15. Law, Ordinances, Regulations, Standards, and Policy
   D16. Rejection of Proposal and Waiver of Irregularities
   D17. Termination of Agreement
   D18. Liquidated Damages
   D19. Performance Bond
   D20. Obtaining Information
   D21. Scope and Meaning
   D22. Proposal Costs
   D23. Proposal Disclosure
E. SPECIFICATIONS FOR PROVIDING STUDENT TRANSPORTATION

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

F1. Minimum Requirements for Selection
F2. Evaluation of Proposals and Award of Contract
F3. Proposer Interviews
F4. Negotiation

G. PROPOSAL FORMS

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

H. APPENDIX

H1. General District Information
H2. Legal Boundary Area and Attendance Map
H3. District Calendar & School Hours
H4. District Transportation Center
H5. 2019-2020 Routes
H6. Data Privacy Agreement
D2. Inspection of District Documents

D2a. Each Proposer receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Proposer.

D2b. The failure or neglect of Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve Proposer from obligations with respect to the proposal. The submission of a proposal shall be taken as evidence of compliance with this section.

D2c. Receipt of addenda to the proposal documents by a proposer must be acknowledged on the proposal or by letter or e-mail received before the time proposals are due.

D3. Pre-Proposal Meeting

A representative(s) from interested Proposers are required to attend a pre-proposal meeting held on Thursday, December 12, 2019 at the Park Hill School District in Room 225. The meeting will be held at 10:00 AM CST at the following location:

Park Hill School District
District Office
7703 NW Barry Road
Kansas City, Missouri  64153

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

D4. Questions and Clarifications

Proposers will be allowed to submit a first round of questions until 01:00 PM CST, Wednesday, December 11, 2019. All first round questions and answers will be provided to all PROPOSERs at the pre-proposal meeting scheduled for 10:00 AM CST, Thursday, December 12, 2019.

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

Proposers will be allowed to submit a second round of questions until 10:00 AM CST, Monday, December 30, 2019. All second-round questions and answers will be provided to all PROPOSERs via email by 01:00 PM CST, Thursday, January 2, 2020.
D5. Submitting Proposals

D5a. Proposals must be received by the District no later than 02:00 PM CST., Wednesday, January 8, 2020. Sealed proposals shall be received at the Park Hill School District and addressed to:

Dr. Paul Kelly  
Assistant Superintendent for Business and Technology  
7703 NW Barry Road  
Kansas City, Missouri 64153  
816-359-4000

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

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

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

- “Proposal Submitted By” Form
- Price Schedule
- Proposal Questionnaires Submittals 1-23
- Proposer Certification Form
- Bid Bond Certification Form
- Workers’ Compensation Certificate
- Evidence of Insurance or Insurability
- Federal Work Authorization Form
- Affidavit of Non-Collusion
- Conflict of Interest Questionnaire
- W-9

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

D6. Erasures or Corrections to Entries

D6a. The proposal submitted must not contain any erasures, strikeovers or other corrections of entries that impair accurate interpretation of the entry and understanding of the proposal.
D6b. If correction of an unintended entry is desired such correction must be legible and clearly authenticated by initials of the person signing the proposal. Illegible or unauthenticated corrections may result in rejection of the proposal at the option of the District.

D7. Withdrawal or Amendment of Submitted Proposal

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

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

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

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

D8. Alternate Proposals

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


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

D10. Proposal Security

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

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

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

D11. Agreement Document

D11a. By submitting a proposal, each Proposer acknowledges and agrees that if the District selects the Proposer, the District and Proposer will execute an agreement with a term of three years for a period beginning July 1, 2020 and ending June 30, 2023, with an option to renew up to two additional years.

D11b. The District reserves the right to prepare and provide the agreement to the Proposer for mutual consideration and execution.

D12. Pricing

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

D13. Payment and Retainage

D13a. The District is exempt from sales tax and use taxes. Taxes shall not be listed in a proposal or on invoices. A copy of the letter exempting the District from paying these taxes is available from the District upon request by the Proposer.

D13b. A payment schedule shall be decided on with the chosen Proposer. Said schedule shall be part of the contract between the Proposer and District.

D13c. There shall be no hidden costs associated with this proposal. If the Proposer foresees any additional or unexpected costs or charges to be made, these charges need to be explained in the proposal.

D13d. Purchasing and payments shall be in accordance with Board policy DJF as outlined in administrative procedure DJF-AP1. This procedure can be found on the District website.

D14. Selection

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

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

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

D16. Rejection of Proposal and Waiver of Irregularities

D16a. The District reserves the right to reject any or all proposals. The District also reserves the right to select any proposal which the District believes is in the best interest of the District and which may not represent the lowest prices submitted or contains proposal irregularities.
D16b. The District reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.

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

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

D17. Termination of Agreement

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

D18. Liquidated Damages

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

D18a. The District may assess liquidated damages in the amount of 500% of the price for a complete daily triple route (AM & PM) for each of the following deficiencies:
    - Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment)
    - Unattended child left on bus.

D18b. The District may assess liquidated damages in the amount of 100% of the price for a complete daily route (AM & PM) for each of the following deficiencies:
    - Missed route – Route not run or combined (“doubled-up”) with another route.
    - Running out of fuel while on route.
    - Driver operating without the use of a seat belt.
    - Failure to secure a student as required by IEP.
    - Unreported accident with students on bus within 30 minutes of accident.
    - Intentional operation of an overloaded bus. (Overload equals greater number than manufacturers capacity)

D18c. The District may assess liquidated damages in the amount of 75% of the price for a complete daily route (AM & PM) for each of the following deficiencies:
    - Late bus – Arriving at school 21 minutes or more after scheduled school start time. (Circumstances must be within Proposer’s control)
    - Failure to meet assigned equipment size requirement for route.

D18d. The District may assess liquidated damages in the amount of 50% of the price for a daily route (AM & PM) for each of the following deficiencies:
• Unauthorized deviations from route.
• Unauthorized stop.
• Late bus – Arriving at school 10 to 20 minutes after scheduled school start time. (Circumstances must be within Proposer’s control.)
• Inoperable air conditioning on any bus equipped with air conditioning for each day equipment is operated. (Damaged prior to dispatch)
• Inoperable lift on Special Needs buses for each day equipment is operated. (Damaged prior to dispatch)
• Inoperable radio on bus for each day equipment is operated. (Damaged prior to dispatch or turned off by driver)
• Failure to provide requested video within 24 hours or operating a bus with an inoperable video camera system.

D18e. The District may assess liquidated damages in the amount of 25% of the price for a daily route (AM & PM) for each for the following deficiencies:
• Equipment age infraction for each day equipment is operated.
• Operating equipment without proper route number identification for each day equipment is operated.
• Student ridership tracking system is not utilized to agree upon minimum district standards.
• Failure to operate a bus with an operable high-speed wireless internet (wi-fi) system.
• Late bus – Arriving at school 1 to 9 minutes after scheduled school start time. (Circumstances must be within Proposer’s control.)

D18f. The District may assess liquidated damages in the amount of $100 per day for the following deficiencies:
• Inability to staff at level of 95% of Proposer’s contracted Staffing Plan levels.

All liquidated damages allowed under this section shall be deducted by the District, provided, however the District must notify the Proposer of damages it intends to take within thirty (30) days of the occurrence giving rise to the claimed damage so the Proposer may have the opportunity to establish that the problem giving rise to the claimed damage was due to circumstances beyond Proposer’s control. If the District fails to alert to Proposer within thirty (30) days of any damages it intends to take, those credits will be waived. Furthermore, the Proposer will not be responsible for liquidated damages claimed due to any listed defaults during the first fifteen (15) days of a school year.

D19. Performance Bond

D19a. The District will require, as a condition to granting a contract award, receipt of a renewable annual performance bond naming the District as obligee or beneficiary. An approved surety duly licensed and authorized to transact business in the State of Missouri, in a form and content acceptable to the District must issue the performance bond. The cost of such bond shall be stated separately on the bid form and shall not be included in Proposer's calculations in arriving at service prices per day.
D19b. In particular, the Proposer shall furnish a performance bond in face amount of $1,000,000 to guarantee its performance under this agreement. The bond shall be supplied by a surety bonding company approved by the District.

D19c. In lieu of a performance bond under this agreement, the Proposer will deposit the sum of $100,000 with Platte Valley Bank, Parkville, Missouri, pursuant to an Escrow Agreement executed by the parties. The Proposer shall pay the required funds of $100,000 to the Escrow Agent by May 1, 2020. Said Escrow Agreement guarantees the performance of the Proposer, and any damages sustained by the District, by reason of the default of the Proposer, in excess of said $100,000 shall be recoverable by the District, in addition to said funds held in escrow.

D20. Obtaining Information
D20a. Outside Sources: The District reserves the right to obtain, from any and all sources, information concerning a Proposer which the District deems pertinent to this RFP and to consider such information in evaluating the proposal.

D20b. Inspections: The District reserves the right to make on-site inspections of the Proposer’s installations and any proposed sub-Proposer's facilities which the District deems pertinent and necessary to evaluate the proposal and to consider any information received from such inspection in evaluating the proposal.

D21. Scope and Meaning
D21a. If the scope of the purchase changes substantially, the district will rebid the product or service unless otherwise provided in this procedure.

D21b. The District reserves the right to reduce or increase numbers of items or services for the original request for proposal.

D21c. Should any differences arise as to the meaning or intent of the specifications, the District’s decision shall be final and conclusive.

D22. Proposal Costs
D22a. The District shall not be liable for any cost incurred by a Proposer in the preparation or delivery of its response to this RFP or for any other costs incurred because of this RFP.

D23. Proposal Disclosure
D23a. All proposals received shall remain confidential until the District and the apparent successful Proposer sign a contract resulting from this RFP; thereafter the proposal shall be deemed a public record. In the event that a Proposer desires to claim that portions of its proposal are exempt from disclosure, it is incumbent upon the Proposer to identify those portions in its transmittal letter. The transmittal letter must identify the page, the particular exemptions(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.

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

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

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

D24. Notification
D24a. Firms whose proposals have not been selected for further negotiation or award will be notified in writing at the address given in the proposal.

D25. Agreement to Interview Current Employees
D25a. By submitting a proposal in response to this RFP, the proposer thereby agrees to interview all transportation employees working for the current transportation provider.

D26. Staffing Plan
D26a. Proposer shall submit a staffing plan that clearly shows how the daily operations will be managed during the normal hours of operation and during any emergency or out-of-hours situation that may arise.

D27. Transportation Information
D27a. Current transportation information contained within this document are provided to assist Proposers in formulating their proposals. The District cautions, however, that the information is approximate. The District makes no warranty or representation about its accuracy, and the District does not intend any Proposer to rely on the accuracy of the information in submitting the proposal.

D28. Fuel Purchase
D28a. The District will be responsible for providing all fuel and Diesel Exhaust Fluid utilized under the terms of this agreement. The Proposer will supply all liquids and lubricants (with the exception of vehicle fuel and Diesel Exhaust Fluid) needed in the performance of the Contract.
D28b. Fuel and Diesel Exhaust Fluid provided by the District shall not be used for miles travelled for non-tax exempt purposes.
D28c. If Proposer uses buses for transportation services not subject to the Agreement but for tax-exempt purposes, Proposer must report the miles traveled by those buses and credit District for the cost of the District’s fuel used, based upon reasonable miles per gallon calculations.

D29. Use of the District Transportation Center
D29a. The District hereby grants the Proposer the nonexclusive right to use the District’s Transportation Center in the conduct of its operations. The Proposer shall comply with all federal, state, and local environmental quality laws and rules.
D29b. Full specifications of the transportation facility are provided in the appendix of this document under District Transportation Center (H4).

D30. Maintenance

D30a. The Proposer must supply vehicles that meet or exceed all state and federal requirements and laws.

D30b. The Proposer shall maintain all vehicles in a clean, non-offensive smelling, safe and reliable mechanical condition.

D30c. Proposer shall maintain interior and exterior appearance of the buses to district standards. This will include but is not limited to paint (with special attention to hood), body, seats, flooring, etc. and provide maintenance to minimize oxidation and fading of paint. The district reserves the right to remove any bus from service based upon these standards.

D30d. The Proposer shall provide to the District, upon request, a list of vehicles used under this contract which states the vehicle number, license number, model year and odometer reading, passenger capacity, fuel type, air conditioned or not, W/C lift or not, and assignment (route, spare, ETC.).

D31. Vehicles

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

D32. Equipment

D32a. All buses will be equipped with two-way radios. The Proposer will be responsible for providing and maintaining all two-way radios and base radio(s). The Proposer will secure and renew proper FCC licensing, and provide and maintain repeater(s) to reach all District routes.

D32b. All buses will be equipped with a minimum of three internal HD video cameras.

D32c. All buses will be equipped with active GPS tracking capabilities.

D32d. All buses will be equipped with Zonar ZPass or comparable student tracking hardware.

D32e. All buses will be equipped with stop arms on the front and rear of the bus.

D32f. All buses will be equipped with crossing arm.

D32g. All buses will be equipped with strobe light.

D32h. All buses will be equipped with child check equipment.

D32i. All buses will be equipped with high speed wireless access for District student laptops.

D32j. All buses will be equipped with a panic button.

D32k. All buses will be equipped with high speed wireless access for District student laptops.

D33. Assignment

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

D34. Student/Passenger Behavior
D34a. The District Board of Education shall publish a code of conduct for students who ride school buses. The board approved conduct code shall be enforced by the Proposer’s staff of drivers at all times. The driver will write the rider up and the District’s personnel will be responsible for taking the appropriate disciplinary action.

D35. Route Criteria Goals

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

E1. Scope of Student Transportation Services

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

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

1. Provide transportation to and from school for all students enrolled in kindergarten through grade 12, if that school is in the attendance area which they reside. Pre-K and identified special education students may require door to door transportation.

2. Provide transportation for all disabled students from their residence to and from the school in which they attend if specified in their IEP.

3. Shuttles to include transporting students from one address located within district boundaries to another address located within district boundaries (not to include home-to-school). (Tiffany Greens Golf Course, Northland Career Center in Platte City and Metropolitan Community College located at 1775 Universal Ave. is to be considered “within district boundaries”)

4. Transportation for students classified as homeless (McKinney-Vento Homeless Assistance Act) located anywhere in the metropolitan Kansas City area.

5. Shuttles for students serving a suspension from their home to an in-district location.

6. Transporting students to LEAD Innovation Center, Northland Career Center in Platte City and Metropolitan Community College located at 1775 Universal Avenue should be incorporated into regular education routes when possible.

7. Routes from school to home serving after-school programs at all levels, such as intramurals, reading clubs, tutoring, etc.

8. Shuttles transporting students to off-campus athletic practices (i.e. tennis, baseball, swimming, and golf).

9. Transporting SPED students to out of district locations. Additional training may be necessary for the drivers/monitors for these routes (paid for by the Proposer).

10. Unique routes to support K-12 summer school program.

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

1. Inclement weather or impassibility of roads occur.

2. School is cancelled or delayed.

3. The school day is scheduled other than regular start or end times.

4. School is dismissed early for any reason.
District shall notify Proposer no later than 5:30 AM on the day of such cancellation or delay or not later than two hours before an early dismissal or the cancellation of supplemental transportation.

E2. Bus Routes
   E2a. All routes and schedules must be approved by the District. The District reserves the right to revise routes or schedules at any time during the school year.
   E2b. The Proposer must obtain written approval prior to adding a bus once the initial routing has determined the number of buses required to transport eligible students.
   E2c. The Proposer shall furnish the District at the beginning of each school year typed itineraries of all approved routes before transporting students. The Proposer and the District shall make any necessary changes to the bus routes in order to accommodate the needs of the District. Any route operated without a current route itinerary on file with the District will be subject to non-payment.
   E2d. The Proposer shall furnish each driver with a typed route itinerary that indicates all pick-up locations, times, directions between pick-ups and school destinations, as well as student names at each designated pick-up point within a time frame mutually agreed upon between the District and Proposer. A current route itinerary shall be on each bus while transporting students, as well as on file with the District.
   E2e. The Proposer must conduct a minimum of two mandatory practice runs of all routes prior to the beginning of a new school year and summer school for both AM and PM at the scheduled time of the route. All mandatory runs must be complete prior to transporting students on the route. The Proposer shall not be compensated for the practice runs. Practice runs shall be continued until the District is satisfied with the route’s timing and efficiency of the route. Liquidated damages equal to the cost of a single route, will be assessed for each practice route not completed.
   E2f. Students shall arrive at school no more than 20 minutes prior to the official starting time for that school.

E3. Current Transportation Provider
   E3a. The Park Hill School District currently contracts with First Student. The local First Student branch is located at 6207 NW Bell Rd, Parkville, MO 64152. The current contract for transportation services ends in June 2020.

E4. Bus Stops
   E4a. As a rule, the bus will stop for students at points which will require no student to walk more than ½ mile. Dead end streets or roads, or other unusual situations may result in an exception to this rule. The final decision on bus stops is the District’s.

E5. Students Transported
   E5a. The number of students transported on any bus shall not exceed Missouri Department of Elementary and Secondary Education Guidelines and/or the manufacturer’s rating capacity. In all cases the number of students assigned to ride any bus must be acceptable to the District.
   E5b. The District requires that any bus providing service to middle school or high school age children will not exceed 60% of the manufacturers rated capacity. Also, the District requires
that any bus providing service to elementary school age children will not exceed 70% of the manufacturers rated capacity.

E5c. The parties understand and agree that the District makes no guarantee or any assurance to the Proposer of the number of students within the District who will be or become passengers of the service provided by the Proposer.

E5d. The Proposer will regularly provide to the District updated bus seating charts, approved by school administration, beginning in the second week of school for all students K-8.

E6. Transportation Data

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

E7. Equipment and Personnel

E7a. Under the terms of this contract Proposer agrees to perform and provide equipment and personnel necessary for the specified transportation service for the three-year period beginning with the school year 2020-2021 and ending with the 2022-2023 school year.

E8. Vehicle Requirements

E8a. The vehicles used for transporting Students shall meet all of the requirements of the Missouri Department of Elementary and Secondary Education, and the laws of the State of Missouri. Said vehicles or buses shall be subject to inspection at all times, as to the condition of the buses and overloading, by school officials of the District, law enforcement agencies, or any person designated by the Board of Education to inspect same. Any vehicle not meeting these requirements shall be immobilized until the requirements have been met.

E8b. A sufficient number of vehicles shall be operated so as to necessitate no Student being on the bus longer than 45 minutes to school or home from school for regular routes.

E9. School Bus Fleet & Equipment

E9a. All buses shall be powered by diesel or gasoline engines.

E9b. It is required that all Special Needs buses be air-conditioned with front and rear units.

E9c. The Proposer agrees that a minimum of 10% extra buses of each bus type shall be provided and available in the District in order to meet normal and emergency breakdowns, mechanical failures, emergency situations. The number of spare buses must be stated in the proposal for all types of buses. This equipment shall not be used as trip buses.

E9d. The Proposer agrees that sufficient extra buses shall be provided and available in the District in order to meet requirements for route-time (prime-time) trips, shuttles, field and athletic trips, and any supplementary services that may be required by the District. The number of spare buses must be stated in the bid for all types of buses and should be a minimum of 15. This equipment shall not be used as spare buses.

E9e. No bus will be older than twelve (12) years of age as of the first day of school. The Proposer will maintain the average age of buses at no more than seven (7) years of age.

E9f. The Proposer acknowledges and agrees that the fleet of regular route vehicles used in the performance of the contract will be comprised of a combination seventy-one (71), or seventy-two (72) passenger school buses. Conventional body style buses are preferred. The Proposer’s
Manager and the District’s Director of Operations will meet and agree on vehicle replacements each year. Proposer agrees to meet the following fleet requirements and replacement schedule for full size buses before the first day of school for each of the school years.

E9g. All buses shall meet the following guidelines:
- Crossing arm
- Front and rear stop arms
- White reflective roof
- Tinted windows
- Acoustical ceilings
- Power mirrors
- Heated mirrors
- Non-functioning AM/FM radio

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

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

E10. Bus Routing Software & Route Systems

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

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

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

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

E11. Bus Safety Systems

E11a. The Proposer will use Child Check on all school buses. Immediately after the last student gets off the bus at the end of any trip, whether it be unloading students at school, dropping off the last student in the afternoon, unloading students on a field trip, charter, athletic trip, etc., the driver shall walk to the back of the bus, check for students and any items remaining on the bus.

E11b. All buses must be pre-tripped daily. All mechanical problems must be reported to the appropriate personnel. Any bus that may be unsafe to drive must be placed out of commission until such issues/problems are repaired and the bus is determined safe for travel.

E12. Communication with School District and Community

E12a. The Proposer will establish recurring meetings with school Principals and district staff to discuss student transportation topics at each school.

E12b. Drivers and monitors will be required to meet with the school administration for the school they serve during the late summer or fall orientation meeting. In addition, all drivers and monitors are required to meet at the school they serve one (1) time per semester to attend training or have discussion groups.

E12c. The Proposer must obtain prior approval from the District for any changes in regular transportation to student pick-up times, locations or routes and make necessary communication with impacted families.

E12d. The Proposer will maintain open lines of communication with the District’s Department of Technology by designating a contact person who can be relied upon to provide consistent communication regarding technology matters. Communications initiated from the District’s Department of Technology shall be responded to within 24 hours to ensure timely resolution.

E13. District Transportation Coordinator

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

E14. Bus Drivers and Staffing

E14a. Buses shall at all times be operated by qualified drivers/monitors. The Proposer shall insure that all drivers/monitors meet the following standards:

1. Have a good driving record
2. Not have any type of conviction related to manufacturing and/or distribution of a controlled substance
3. No misdemeanor drug convictions related to personal use and/or possession
4. No felony conviction
5. Not hire anyone with a felony who is still on active supervision or on parole
6. Possess good mental and physical health, as shown by approved health certificates
7. Exhibit conduct that will be a positive influence on students
8. Meet all standards specified in the Missouri State Transportation Laws and Regulations and Standards of the Missouri Department of Elementary and Secondary Education.
9. All drivers shall drive in a careful and prudent manner, exercising at all time the highest degree of care, and observing and complying with all rules of the road and traffic regulations. The Proposer agrees to notify both the Director of Transportation and also the Principal of the school or schools serviced by any bus that is involved in an accident. If the schedule is altered because of an accident, notification shall be made immediately after the accident has occurred.

E14b. A sufficient number of spare drivers shall be employed to ensure that no bus fails to operate on schedule as a result of driver absences. In no case shall the number of spare drivers be less than one for each ten buses operated, or any portion thereof. The manager and dispatcher shall not be used as spare drivers except in emergency situations, with notification and approval by the District, due to the nature of their duties and the necessity for these employees to remain in the office.

E14c. If the manager and dispatcher are used as spare drivers, as approved by the District, the Proposer shall have at least two employees remaining in the office for the purpose of answering the telephone and maintaining radio contact with the drivers. Exceptions must be approved by the District. The District reserves the right to request removal of any employee of the Proposer from servicing the District’s contract.

E14d. The Proposer shall supply trained bus monitors when requested by the District to be available for the morning, mid-day, and afternoon runs. Bus monitors shall be trained to perform the following duties:

1. Help maintain order loading and unloading students at school.
2. Work with the bus driver as a team to maintain discipline and ensure a safe environment on the bus; record and report all inappropriate behavior, injuries, accidents, and incidents involving students. The Proposer will work collaboratively with the district staff to meet the needs of the students.
3. Sit at the back of the bus or behind all students on the bus.
4. Be familiar with transportation policies and procedures.
5. Assist students with activities they cannot do themselves, such as fastening seatbelts, securing wheelchairs, and any other special devices.

E14e. The Proposer shall ensure that all drivers have received comprehensive and thorough training, including actual bus driving experience, prior to transporting students. Regular training sessions for all drivers shall be conducted in the areas of safety, discipline on the bus, and emergency procedures. A written description of the driver training program shall be developed by the Proposer and provided to the District. The program must be acceptable to the District.

E14f. Drivers and monitors are required to attend a one-hour behavior management class provided by the District one (1) time per semester. District reserves the right to amend this schedule as needed.

E15. Student Discipline Issues
E15a. Bus drivers shall be responsible for the maintenance of discipline on buses. Serious and/or continuous disciplinary problems shall be reported to the principal of the school, or his or her designee, in which the student is enrolled. Only the District may discontinue the right of service for any student for any period of time.

E15b. The Proposer will work with the District to implement the District initiatives that impact the students while they are riding the bus (i.e. PBIS, BIST, etc.).

E16. Bus Video Capture and Archiving System

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

All camera systems must, at a minimum, include:

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

E17. Wireless Access on School Buses

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

E18. Computers and Computer Network

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

E19. District Transportation Center

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

A full description of the District Transportation Center is available in the Appendix of this document.

E20. GPS Systems

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

E21. Student Tracking

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

E22. Parent Tracking Application

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

E23. Insurance

E23a. The Proposer shall provide, pay for and maintain in force policies of insurance protecting both the Proposer and the Proposer’s employees from liability for bodily injury and property damage arising out of the operation of all buses under this agreement. Such policy or policies must contain a Missouri endorsement limiting the District’s coverage to the current statutory limits, but not to limit coverage for Proposer and individuals. Policy shall include the District, its agents, servants, employees and board members as additional insured, and shall provide for
a minimum of thirty (30) days’ notice to the District prior to any cancellation. The Proposer shall provide certificates of such insurance coverage to the District prior to the commencement of each school year under this agreement.

E24. Reports

E24a. The Proposer shall make and furnish such reports as may be required or requested by the District or by the Missouri Department of Elementary and Secondary Education. The Proposer shall provide the District an accurate roster of eligible riders for every route by the end of the second week of school, which shall be updated monthly. In addition, the Proposer shall provide a list of eligible riders by route and alphabetically to each school one week prior to the first day of summer school and one week prior to the first day of school. This shall include, but not be limited to, an accurate daily record of Students transported, accurate data required by the Missouri Department of Elementary and Secondary Education for the annual Classification Report and the Application for State Transportation Aid. If, in the sole judgment of the District, unreasonable errors exist in the determination of bus attendance, additional or revised procedures may be required to ensure that an accurate count is taken.

E24b. The Proposer needs to provide the District with beginning and ending odometer readings for all the buses used each year. In addition, the Proposer needs to provide the breakdown of eligible and ineligible miles by type as reported in Section III on the Application for State Transportation Aid. The breakdown of miles should agree to the total miles reported on the listing of odometer readings.

E24c. The Proposer shall provide a monthly compliance report to the District no later than the end of the first full week of each month. The compliance report should include but is limited to information on Proposer’s Staffing Plan and Description of fleet of buses utilized.

E25. Two-Way Radio System

E25a. Communication is a priority. The Proposer will provide all equipment necessary for operation of the two-way radio system. All vehicles operating under this Contract shall be equipped with an immediate means of communication to the Proposer’s office or base of operations by a two-way radio network system. The Proposer will provide all equipment necessary for operation of the two-way radio system, with the exception of an antenna located at the District Transportation Center. Commenco is a local service provider for the radio system.
F. EVALUATION OF PROPOSALS

F1. Minimum Requirements for Selection

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

F2. Evaluation of Proposals and Award of Contract

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

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

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

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

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

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

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

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

F3. **Proposer Interviews**

F3a. After the evaluation of written proposals and site and/or reference evaluations, the District may opt to interview Proposer(s) to provide further clarification and confirmation of proposal. Interviews will be held on Wednesday, January 15, 2020 beginning at 09:00 AM CST at the Park Hill District Office, 7703 NW Barry Road, Kansas City, Missouri 64153. Proposers will be encouraged to bring representatives from the proposer’s leadership team that will be assigned to the District.

F4. **Negotiation**

F4a. If the Transportation Cost Proposal of the apparently successful Proposer is within an acceptable range, the District may either enter into a contact with the apparently successful Proposer at the prices set forth in his/her Transportation Cost Proposal, or enter into negotiations with the apparently successful Proposer, at the District's option.
F4b. If the Transportation Cost Proposal of the apparently successful proposal is not within an acceptable range, or if the District is unable to negotiate to its satisfaction, the District, at its option, may then enter into a contract or negotiations with the proposal receiving the second highest ranking in the evaluation.
G. PROPOSAL FORMS
G1. **Price Schedule**

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

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

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

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<th>Number of Estimated Routes</th>
<th>2020-2021 Price (per Day per Route)</th>
<th>2021-2022 Price (per Day per Route)</th>
<th>2022-2023 Price (per Day per Route)</th>
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## Price Schedule

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<th>2020-2021 Price (per Day per Route)</th>
<th>2021-2022 Price (per Day per Route)</th>
<th>2022-2023 Price (per Day per Route)</th>
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<td>All Day On-Call Driver and Bus</td>
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G2. Proposal Questionnaires Submittals 1-23

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

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

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

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

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

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

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

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

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

Submittal 9: List of Bus Driver Qualifications. The Proposer shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Missouri statutes and regulations, and how the Proposer proposes to supply these drivers, assuming existing drivers will not be available.
Submittal 10: Mechanic Training and Certification Process. Proposer shall describe its mechanic training and certification process.

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

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

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

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

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

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

Submittal 17: Cost of Air-Conditioned Fleet. All 15 to 23 passenger buses shall have front and rear air-conditioning. Proposers are asked to submit a percentage increase to daily route rates should the district desire ALL buses to include front and rear air-conditioning.

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

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

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

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

Submittal 20: Parent Tracking. Proposer must provide in the bid response the name of the recommended parent bus app, any other apps that may be offered and the cost differences for each. Detailed features of each app proposed should be attached to Providers RFP response.
**Submittal 21: Wi-Fi.** The Proposer must provide technical details about how the wireless access needs will be addressed.

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

**Submittal 23: District Mission, Vision and Values.** The Proposer shall review the District’s Mission, Vision and Values (MVV) and provide (1) a discussion on how the Proposer’s MVV align with the district’s; and (2) a plan on how the Proposer will support the District in the pursuit of the District’s MVV.
G3.  Proposer Certification Form
PROPOSER CERTIFICATION FORM

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

__________________________________________________________________________
Name of Firm

__________________________________________________________________________
Printed Name, Title of Authorized Agent

__________________________________________________________________________
Signature of Authorized Agent

__________________________________________________________________________
Address (City, State and Zip Code)

__________________________________________________________________________
Business Telephone Number

__________________________________________________________________________
Date
G4.  Bid Bond Certification Form
BID BOND CERTIFICATION FORM

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

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

________________________________________________________________________
Name of Firm

________________________________________________________________________
Printed Name, Title of Authorized Agent

________________________________________________________________________
Signature of Authorized Agent

________________________________________________________________________
Address (City, State and Zip Code)

________________________________________________________________________
Business Telephone Number

________________________________________________________________________
Date
G5. Workers’ Compensation Certificate
Missouri Employers are required to carry workers’ compensation insurance if they have five or more employees. This applies to all employers, regardless of whether the employees are part-time/casual laborers, full-time, or family members.

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

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

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

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

Proposer’s agree to provide workers’ compensation as per state law requirements.

Name of Firm

Printed Name, Title of Authorized Agent

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Date
G6. Evidence of Insurance or Insurability
INSURANCE CERTIFICATION FORM

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

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

(1) remains currently in force; and

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

Name of Firm

Printed Name, Title of Authorized Agent

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Date
G7. Federal Work Authorization Form
Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: ________________________________________________ (signature)

Printed Name and Title: _____________________________________________

For and on behalf of: _______________________________________________
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by ________________________________________, Inc. (hereinafter “Company”) and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: __________________________________ (individual signature)

For: __________________________________ (company name)

Title: _________________________________

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

_______________________________________
NOTARY PUBLIC

My commission expires: ___________________________
G8.  Affidavit of Non-Collusion
AFFADAVIT OF NON-COLLUSION

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

a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;

b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor prior to the opening of bids or proposals for this project;

c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal;

d) The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing on his behalf.

________________________________________
Name of Firm

________________________________________
Printed Name, Title of Authorized Agent

________________________________________
Signature of Authorized Agent

________________________________________
Address (City, State and Zip Code)

________________________________________
Business Telephone Number

________________________________________
Date
G9. Conflict of Interest Questionnaire
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

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

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

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

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

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

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

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

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

   Name of Officer ________________________________________________

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

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

   _____ Yes  _____ No

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

   _____ Yes  _____ No

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

   _____ Yes  _____ No

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

4 Signature of person doing business with the governmental entity ____________________________ Date ____________________________
G10. W-9
### Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

#### General Instructions

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

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

**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 [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

#### 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see [How to get a TIN](http://www.irs.gov/FormW9) later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see [What Name and Number To Give the Requester](http://www.irs.gov/FormW9) for guidelines on whose number to enter.

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<th>Employer identification number</th>
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#### Part II  Certification

Under penalties of perjury, I certify that:

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

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

### Form W-9  (Rev. 10-2018)

<table>
<thead>
<tr>
<th>Field</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Name (as shown on your income tax return)</td>
<td></td>
</tr>
<tr>
<td>2 Business name/disregarded entity name, if different from above</td>
<td></td>
</tr>
<tr>
<td>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</td>
<td></td>
</tr>
<tr>
<td>☐ Individual/sole proprietor or single-member LLC</td>
<td></td>
</tr>
<tr>
<td>☐ C Corporation</td>
<td>☐ S Corporation</td>
</tr>
<tr>
<td>☐ Other (see instructions)</td>
<td>☐ Employer identification number</td>
</tr>
<tr>
<td>5 Address (number, street, and apt. or suite no.)</td>
<td>☐ Requester’s name and address (optional)</td>
</tr>
</tbody>
</table>
| 6 City, state, and ZIP code | ☐ 

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).
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, later, for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see Special rules for partnerships, earlier.

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

Updating Your Information
You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person.

For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are a tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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

Specific Instructions

Line 1
You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

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

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

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

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(ii)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 1, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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

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

<table>
<thead>
<tr>
<th>IF the entity/person on line 1 is a(n)</th>
<th>THEN check the box for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>Individual</td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>Sole proprietorship, or</td>
<td></td>
</tr>
<tr>
<td>Single-member limited liability</td>
<td></td>
</tr>
<tr>
<td>company (LLC) owned by an individual</td>
<td></td>
</tr>
<tr>
<td>and disregarded for U.S. federal tax</td>
<td></td>
</tr>
<tr>
<td>purposes.</td>
<td></td>
</tr>
<tr>
<td>LLC treated as a partnership for U.S.</td>
<td>Limited liability company</td>
</tr>
<tr>
<td>federal tax purposes,</td>
<td>and enter</td>
</tr>
<tr>
<td>LLC that has filed Form 8832 or</td>
<td>the appropriate tax classif</td>
</tr>
<tr>
<td>2553 to be taxed as a corporation,</td>
<td>ication.</td>
</tr>
<tr>
<td>or</td>
<td>(P= Partnership; C= C</td>
</tr>
<tr>
<td>LLC that is disregarded as an entity</td>
<td>corporation; S= S</td>
</tr>
<tr>
<td>separate from its owner but the</td>
<td>corporation)</td>
</tr>
<tr>
<td>owner is another LLC that is</td>
<td></td>
</tr>
<tr>
<td>not disregarded for U.S. federal tax</td>
<td></td>
</tr>
<tr>
<td>purposes.</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>Trust/estate</td>
<td>Trust/estate</td>
</tr>
</tbody>
</table>

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

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

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

2—The United States or any of its agencies or instrumentalities

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

- **A**—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- **B**—The United States or any of its agencies or instrumentalities
- **C**—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- **D**—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- **E**—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- **F**—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- **G**—A real estate investment trust
- **H**—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- **I**—A common trust fund as defined in section 584(a)
- **J**—A bank as defined in section 581
- **K**—A broker
- **L**—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- **M**—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your **TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

- If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately.

- To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213.
- Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

**Note:** Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

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

**Part II. Certification**

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

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

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

### What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account(^1)</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor(^2)</td>
</tr>
<tr>
<td>5. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee(^1)</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner(^1)</td>
</tr>
<tr>
<td>6. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner(^3)</td>
</tr>
<tr>
<td>7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))</td>
<td>The grantor*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
<td>Legal entity(^4)</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
</tbody>
</table>

---

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

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

3. You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” line name. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

### Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

If your tax records are affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
G11. Proposal Submitted By Form
PROPOSAL SUBMITTED BY FORM

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

________________________________________
Name of Firm

________________________________________
Printed Name, Title of Authorized Agent

________________________________________
Signature of Authorized Agent

________________________________________
Contact Person for the Bid/Quote/Proposal process

________________________________________
Business Telephone Number of Contact Person

________________________________________
Email Address of Contact Person
H. APPENDIX
H1. General District Information

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

- 2018-2019 Student Demographic Profile and Enrollment Projections
- School Boundary Locator Tool
- 2019-2020 District Budget

School start/end times have been reconfigured to move from double routes to multi-tier routes beginning in 2020-2021.
H2. Legal Boundary Area and Attendance Map

Legal Boundary Area

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

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

The Park Hill School District is a public-school district, with pre-kindergarten (pre-K) programs through grade 12. As of the Fall, 2019, the district operates

- eleven (11) elementary schools (grades K-5)
- four middle schools (grades 6-8)
- two high schools (grades 9-12)
  - the LEAD Innovation Studio and professional studies programs is located in a separate facility and supplements high school programming. Bus shuttles are run from the two high school campuses to the LEAD Innovation Studio throughout the day.
- a day treatment school, Russell Jones Education Center (grades K-12)
- the Gerner Family Early Education Center (pre-school)

Attendance Map

District attendance boundary detail is best viewed using the online School Boundary Locator Tool. The School Boundary Locator Tool can be found on the district website at [https://www.parkhill.k12.mo.us/district_information/school_boundary_locator_tool](https://www.parkhill.k12.mo.us/district_information/school_boundary_locator_tool). A direct link to the tool can be found at [http://apps.schoolsitelocator.com/?districtCode=81400](http://apps.schoolsitelocator.com/?districtCode=81400).

Elementary School Attendance Boundaries

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

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Projected Enrollment 2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfred A Renner</td>
<td>7401 NW Barry Road, Kansas City, MO 64152</td>
<td>457</td>
</tr>
<tr>
<td>English Landing</td>
<td>6500 NW Klamm Drive, Kansas City, MO 64151</td>
<td>458</td>
</tr>
<tr>
<td>Graden</td>
<td>8804 NW 45 Highway, Parkville, MO 64152</td>
<td>509</td>
</tr>
<tr>
<td>School</td>
<td>Address</td>
<td>Projected Enrollment 2020-2021</td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Hawthorn</td>
<td>8200 N. Chariton, Kansas City, MO 64152</td>
<td>509</td>
</tr>
<tr>
<td>Hopewell</td>
<td>6801 Line Creek Parkway, Kansas City, MO 64151</td>
<td>490</td>
</tr>
<tr>
<td>Line Creek</td>
<td>5801 NW Waukomis, Kansas City, MO 64151</td>
<td>399</td>
</tr>
<tr>
<td>Prairie Point</td>
<td>8101 NW Belvidere Parkway, Kansas City, MO 64151</td>
<td>439</td>
</tr>
<tr>
<td>Southeast</td>
<td>5701 NW Northwood, Kansas City, MO 64151</td>
<td>519</td>
</tr>
<tr>
<td>Thomas B. Chinn</td>
<td>7100 N. Chatham Road, Kansas City, MO 64151</td>
<td>458</td>
</tr>
<tr>
<td>Tiffany Ridge</td>
<td>5301 NW Old Tiffany Springs Rd, Kansas City, MO 64154</td>
<td>501</td>
</tr>
<tr>
<td>Union Chapel</td>
<td>7100 NW Hampton Road, Kansas City, MO 64152</td>
<td>569</td>
</tr>
</tbody>
</table>

**Map**

![Map of school locations](image-url)
Middle School Attendance Boundaries

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

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Projected Enrollment 2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congress</td>
<td>8150 N. Congress, Kansas City, MO 64152</td>
<td>727</td>
</tr>
<tr>
<td>Lakeview</td>
<td>6720 NW 64th Street, Kansas City, MO 64151</td>
<td>689</td>
</tr>
<tr>
<td>Plaza</td>
<td>6501 NW 72nd Street, Kansas City, MO 64151</td>
<td>714</td>
</tr>
<tr>
<td>Walden</td>
<td>4701 NW 56th Street, Kansas City, MO 64151</td>
<td>730</td>
</tr>
</tbody>
</table>

Map
High School Attendance Boundaries

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

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Projected Enrollment 2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Hill High School</td>
<td>7701 NW Barry Road, Kansas City, MO 64153</td>
<td>1,922</td>
</tr>
<tr>
<td>Park Hill South</td>
<td>4500 NW River Park Drive, Kansas City, MO 64150</td>
<td>1,762</td>
</tr>
</tbody>
</table>

Map
Other Schools

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

The address for the LEAD Innovation Studio is approximate as a new facility is under construction to open in August, 2020. The LEAD Innovation Studio is approximately 0.5 miles north of Hopewell Elementary School.

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Projected Enrollment 2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAD Innovation Studio</td>
<td>7201 Line Creek Parkway, Kansas City, MO 64151</td>
<td>642**</td>
</tr>
</tbody>
</table>

*approximate address

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

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

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Projected Enrollment 2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russell Jones</td>
<td>7642 N. Green Hills Road, Kansas City, MO 64151</td>
<td>45</td>
</tr>
</tbody>
</table>

Gerner Family Early Education Center provides programming for tuition pre-school, students who qualify for early childhood special education, Title I, Parents as Teachers, and Head Start. Transportation between home and school is provided to only students who qualify for early childhood special education (approximately 250 students) (combined for morning and afternoon), for Title I program (93 students). Early Childhood Education and Title I programs operate 4 days a week.

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

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

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Projected Enrollment 2020-2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gerner Family Early Education Center</td>
<td>8100 N. Congress, Kansas City, MO 64151</td>
<td>450*</td>
</tr>
</tbody>
</table>

*transportation is not provided to most students
Summer school is usually a period of 23 or 24 days beginning early to mid-June. Summer school 2019 required eighteen buses for Special Education and 63 full size buses running single routes for Regular Education. All school facilities are used to support the Summer School program.
H3. District Calendar & School Hours

There are 178 total days of regular school.

The Proposer will be responsible for providing bus transportation for the District Special Education and Regular Education Summer School session. Summer school is usually a period of 23 or 24 days beginning early to mid-June. Summer school 2019 required eighteen buses for Special Education and 63 full size buses running single routes for Regular Education. All school facilities are used to support the Summer School program.

A draft version of the 2020-2021 school calendar appears on the following page.

**School start/end times have been reconfigured to move from double routes to multi-tier routes beginning in 2020-2021.**

The Board of Education has approved the school start/dismissal times for implementation for the 2020-2021 school year:

<table>
<thead>
<tr>
<th>School</th>
<th>Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Hill High School</td>
<td>07:50 AM</td>
<td>02:58 PM</td>
</tr>
<tr>
<td>Park Hill South</td>
<td>07:50 AM</td>
<td>02:58 PM</td>
</tr>
<tr>
<td>Congress Middle School</td>
<td>07:15 AM</td>
<td>02:10 PM</td>
</tr>
<tr>
<td>Lakeview Middle School</td>
<td>07:15 AM</td>
<td>02:10 PM</td>
</tr>
<tr>
<td>Plaza Middle School</td>
<td>07:15 AM</td>
<td>02:10 PM</td>
</tr>
<tr>
<td>Plaza Middle School</td>
<td>07:15 AM</td>
<td>02:10 PM</td>
</tr>
<tr>
<td>Walden Middle School</td>
<td>08:10 AM</td>
<td>03:05 PM</td>
</tr>
<tr>
<td>Chinn Elementary</td>
<td>09:03 AM</td>
<td>03:53 PM</td>
</tr>
<tr>
<td>English Landing Elementary</td>
<td>09:03 AM</td>
<td>03:53 PM</td>
</tr>
<tr>
<td>Graden Elementary</td>
<td>09:10 AM</td>
<td>04:00 PM</td>
</tr>
<tr>
<td>Hawthorn Elementary</td>
<td>09:03 AM</td>
<td>03:53 PM</td>
</tr>
<tr>
<td>Hopewell Elementary</td>
<td>09:10 AM</td>
<td>04:00 PM</td>
</tr>
<tr>
<td>Line Creek Elementary</td>
<td>08:15 AM</td>
<td>03:05 PM</td>
</tr>
<tr>
<td>Prairie Point Elementary</td>
<td>08:15 AM</td>
<td>03:05 PM</td>
</tr>
<tr>
<td>Renner Elementary</td>
<td>08:15 AM</td>
<td>03:05 PM</td>
</tr>
<tr>
<td>Southeast Elementary</td>
<td>09:10 AM</td>
<td>04:00 PM</td>
</tr>
<tr>
<td>Tiffany Ridge Elementary</td>
<td>09:10 AM</td>
<td>04:00 PM</td>
</tr>
<tr>
<td>Union Chapel Elementary</td>
<td>09:10 AM</td>
<td>04:00 PM</td>
</tr>
</tbody>
</table>
### 2020-2021 School Year Calendar

**www.parkhill.k12.mo.us**

**DRAFT**

<table>
<thead>
<tr>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>DECEMBER</th>
</tr>
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<tbody>
<tr>
<td>SMTWTSFS</td>
<td>SMTWTSFS</td>
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<td>29 30</td>
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<td>23 24 25</td>
<td>22 23 24</td>
</tr>
<tr>
<td>JANUARY</td>
<td>FEBRUARY</td>
<td>MARCH</td>
<td>APRIL</td>
<td>MAY</td>
<td>JUNE</td>
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<tr>
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<td>24 25 26 27 28</td>
<td>24 25 26 27 28</td>
<td>29 30 31</td>
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<tr>
<td>31</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**No school for students**  
**Work days for teachers**  
**Half day**

Aug. 11-13: New teacher orientation  
Aug. 14: Teacher work day  
Aug. 17-21: Teacher work days / professional development day  
Aug. 24: First day of school  
Sept. 7: Labor Day (no school)  
Sept. 10: Elementary early release – 1:30 p.m.  
Sept. 30: High-school conferences, 5-8 p.m.  
Oct. 1: High-school conferences, 5-8 p.m.  
Oct. 2: No school for high-school students or teachers  
Oct. 22: End of first quarter  
Oct. 23: Teacher work day / professional development day (no school for students)  
Nov. 4: Elementary/middle-school conferences, 5-8 p.m.  
Nov. 5: Elementary/middle-school conferences, 12-8 p.m. (no school for elementary/middle-school students)  
Nov. 6: No school for elementary/middle-school students or teachers  
Nov. 12: Elementary early release – 1:30 p.m.  
Nov. 25-27: Thanksgiving break (no school)  
Dec. 10: Elementary early release – 1:30 p.m.  
Dec. 23-31: Winter break (no school)  
Jan. 1: Winter break (no school)  
Jan. 7: Elementary early release – 1:30 p.m.  
Jan. 14: End of second quarter  
Jan. 15: Elementary work / professional development; middle and high-school teacher work day (no school for students)  
Jan. 18: Dr. Martin Luther King, Jr. Day (no school)  
Feb. 4: Elementary early release – 1:30 p.m.  
Feb. 24-25 High-school conferences, 5-8 p.m.  
Feb. 26: No school for high-school students or teachers  
March 4: Elementary early release – 1:30 p.m.  
March 25: End of third quarter  
March 26: Teacher work day (no school for students)  
March 29-31: Spring break (no school)  
April 1-2: Spring break (no school)  
April 8: Elementary early release – 1:30 p.m.  
May 6: Elementary early release – 1:30 p.m.  
May 28: Last day of school, depending on snow days  
May 31: Memorial Day (no school)  
June 1: Half Day Teacher Work Day  
June 7: Tentative start date for summer school, depending on snow days

*If the district cancels school for snow days, students will make up those days at the end of the year. Those days could include June 1, 2, 3, 4, 7, and 8 plus any additional days as needed.*
H4. District Transportation Center

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

It is anticipated that the District Transportation Center will first become available to Proposers in April, 2020.

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

Stats at a Glance

- (6) Bus Maintenance bays
  - (1) 4-Post Lift
- Bus Wash
- Maintenance Staff Locker Rooms
- Dedicated storage for parts
- Administration offices
- Driver Breakroom/Large Meeting Space
- Training rooms
- (175) Bus Parking Stalls
- Dedicated Bus Fueling Station
- (220) Parking Spaces for Visitors and Staff
H5. 2019-2020 Routes

The DISTRICT K-12 enrollment is currently 11,709 students. Transportation is offered to all students, with approximately 60% ridership daily. Currently, the DISTRICT runs approximately one hundred (100) regular education double-routes, and thirty (30) double routes to support students with special needs. In addition, approximately thirty (30) daily shuttles are run to support programs between schools and outside district boundaries. The DISTRICT also offers transportation to all students during summer school, approximately sixty (60) double-routes. School start/end times have been reconfigured to move from double-routes to multi-routes beginning in 2020-2021.

<table>
<thead>
<tr>
<th>School</th>
<th>2019-2020 Regular Education Routes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Hill High School</td>
<td>21</td>
</tr>
<tr>
<td>Park Hill South</td>
<td>22</td>
</tr>
<tr>
<td>Congress Middle School</td>
<td>11</td>
</tr>
<tr>
<td>Lakeview Middle School</td>
<td>12</td>
</tr>
<tr>
<td>Plaza Middle School</td>
<td>13</td>
</tr>
<tr>
<td>Walden Middle School</td>
<td>12</td>
</tr>
<tr>
<td>Chinn Elementary</td>
<td>5</td>
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<tr>
<td>English Landing Elementary</td>
<td>8</td>
</tr>
<tr>
<td>Graden Elementary</td>
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</tr>
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<td>Hawthorn Elementary</td>
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<tr>
<td>Hopewell Elementary</td>
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<td>Line Creek Elementary</td>
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</tr>
<tr>
<td>Prairie Point Elementary</td>
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<td>Renner Elementary</td>
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</tr>
<tr>
<td>Southeast Elementary</td>
<td>9</td>
</tr>
<tr>
<td>Tiffany Ridge Elementary</td>
<td>9</td>
</tr>
<tr>
<td>Union Chapel Elementary</td>
<td>9</td>
</tr>
</tbody>
</table>

For school year 2018-2019, the total miles traveled in the daily routes for the DISTRICT was approximately 1,165,474 miles. The fleet consisted of 152 buses. Special Needs/Early Childhood Special Education (ECSE) utilized 27 of these buses with 7 having wheelchair lifts.
H6. Data Privacy Agreement

Provider and all Vendor’s with access to District data must agree to the Data Privacy Agreement outlined below.

1. Security and Data Stewardship Provisions. Vendor shall maintain at all times reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable student, staff, parent or guardian data in its custody. Such safeguards shall include, at a minimum, the following:

a. Encryption technologies to protect data while in motion or at rest.

b. Guidelines for authorizing access to student information, including but not limited to the use of strict user login credentials and passwords.

c. Adhere to privacy compliance standards, including but not limited to the latest recommendations of the International Organization for Standardization (ISO) and Payment Card Industry Data Security Standards (PCI DSS).

d. Regular training of employees for complying with this agreement, including but not limited to FERPA, COPPA, and other applicable privacy laws.

e. Regular updating and patching of network software, servers, and endpoint equipment.

f. Regular penetration testing, vulnerability management, and intrusion prevention.

h. Performs regular backups and maintains redundant disaster recovery systems at a different physical site.

i. Monitoring and logging of all network activity.

j. Perform background checks on all personnel having access to District information.

k. Has a process for defined process for authenticating callers, resetting access controls, establishing and deleting accounts.

m. All District data and information collected and/or accessed under this agreement will be maintained and processed in compliance with relevant federal and state laws, regulations, and policies.

n. District data shall not be comingled with data from other customers without proper technical or physical separation.

o. Vendor shall perform, at least annually, a comprehensive security audit of its network and systems, with such audit being performed by a reputable organization known to provide such services, and provide the results of each such audit to the District upon completion, but in no event later than thirty (30) days of the completion of each such audit.

2. Breach response. In the event of a security breach or unauthorized disclosure of personally identifiable information, the Vendor shall:
a. Pay all costs and liabilities incurred by the District related to the security breach or unauthorized disclosure including, but not limited to, the costs of responding to inquiries about the security breach or unauthorized disclosure, of notifying subjects about the breach, of mitigating the effects of the breach for the subjects, and of investigating the cause or consequences of the security breach or unauthorized disclosure, and correcting orremedying each such cause.

b. Shall notify the District within a commercially reasonable time, but in no event later than thirty (30) days after discovering a breach or unauthorized disclosure. Vendor shall cooperate with District as reasonably requested in preparing and sending notifications to subjects of the breach.

3. Collection Provisions. Prior to Vendor collecting and/or gaining access to any education records under this agreement, Vendor shall provide District with its then-existing breach-remediation plan, and such plan shall be approved by the District prior to collection and/or access to any education records. A complete list of all data elements to be provided by District and/or collected by Vendor under this Agreement, including metadata.

4. Data Use, Retention, Disclosure, and Destruction Provisions. Vendor shall destroy all personally identifiable information, including metadata and all backups, in its custody upon request and/or at the termination of this agreement, and provide certification to District of same; provided, however, that prior to doing so, the Vendor shall be given the opportunity to receive any such information in a format decided by District upon its reasonable request. Any information collected by the Vendor during the term of this agreement shall not be used by or disclosed to any third party for the purposes of any commercial use, including but not limited to, advertising, marketing products or services, compilation of lists (whether data is aggregated or not) for sale or rental, analyzing or assessing data collected or accessed, development of future products or services, or creation of individual, household, or group profiles. Vendor acknowledges and agrees that at all times during the term of this agreement, the District maintains ownership and direct control of all data collected or accessed under this agreement, including metadata, the Vendor may be collecting or accessing, and that Vendor does not own, nor does it acquire any right or license to the data other than as necessary to perform its obligations under this agreement. All information collected by Vendor under this Agreement shall be maintained separately from and not co-mingled with any data of any other person. Vendor shall provide to District a breakdown of all types of student information it collects, how it uses such information, and any disclosures and to whom of such information at least annually to District. Not limiting any of the foregoing, the Vendor shall not use any information it collects under this agreement for any use except as necessary to fulfill its obligations under this agreement or otherwise authorized by the District.

5. Data Access Provisions. Vendor shall facilitate the inspection, review, access, and amendment of student information in its custody by parents and/or eligible students. Requests for access, inspection, and review of student information shall be provided through the District, unless otherwise agreed to, to the requesting parent and/or eligible student in accordance and within the timeframes established under FERPA, as amended. Only authorized persons of Vendor shall have access to information collected by Vendor under this agreement, and then only when necessary to provide the services hereunder.


a. Modification. This agreement may not be altered, amended, or modified in any way except by a writing signed by the parties hereto.

b. Assignment. Vendor shall not subcontract, delegate, assign, or otherwise transfer any of its obligations or rights under this agreement unless such third-party agrees to be bound by terms no less restrictive than those contained under this agreement, and prior approval is provided by District to Vendor.
c. Term. This initial term of this agreement shall be for a period of __ years and shall be automatically renewed for successive [one] year periods unless either party provides the other with no less than ninety (90) days advance written notice of its intent not to renew.

d. Termination for Insolvency. In the event Vendor is acquired or becomes insolvent, is adjudged bankrupt, makes an assignment for the benefit of its creditors, has its business placed in the hands of a receiver or trustee, or otherwise defaults on any of its financial obligations, Vendor shall provide immediate notice of same to District, and District may, upon written notice, immediately terminate and, in addition to any other right or remedy available to District, demand the return of all District data and information, and receive any assistance, as reasonably requested by District, to help in the transfer and setup of alternative services at no additional cost to District [or in the alternative and if applicable, can have an escrow setup: Vendor agrees to place all source code associated with Vendor Software (“Source Code”) in a third-party escrow arrangement with a designated escrow agent who shall be named and identified by Vendor and agreed to by District, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to District. In the event that the Source Code is released to District pursuant to the terms hereof, District shall be entitled to, and Vendor hereby grants to District, a perpetual, royalty free, use and access license to the Source Code, and furthermore, upon said release, District shall have the right to modify the Source Code in its sole and absolute discretion, and all such modifications and derivative software products will solely belong to District.]

e. Termination for Breach. District may terminate this agreement at any time upon thirty (30) days advance written notice if Vendor violates or breaches any provision of this agreement, including but not limited to any provision of applicable law.


a. Insurance. During the term of this agreement and for a period of at least one (1) year thereafter, Vendor shall maintain the following types and minimum amounts of insurance coverage: (a) commercial general liability insurance (including contractual liability, bodily injury, property damage, and personal injury) with a combined single limit of not less than $2,000,000 (per occurrence) and $5,000,000 (aggregate); (b) professional liability insurance covering the errors and omissions of its employees providing professional or technical services with a coverage limit of not less than $2,000,000 per person/occurrence; (c) data security/breach insurance covering liability for unauthorized access to, breach of, or use of information collected or accessed by Vendor under this agreement with a limit of not less than $2,000,000 per claim and $5,000,000 in the aggregate; and (d) workers’ compensation insurance complying with the coverage limits and in all other respects with applicable state workers’ compensation laws covering its employees and/or agents for work related injuries suffered by such employees and/or agents. Vendor shall maintain all of the foregoing policies of insurance with reputable carriers and shall, on an annual basis, furnish District with certificates of insurance evidencing their terms of coverage. All such insurance policies shall be written as primary coverage and not contributing with or in excess of any coverage that District may carry. Vendor shall cause District to be added as an additional insured, as its interests may appear, on all such insurance policies.

b. Indemnification. Vendor shall indemnify and hold harmless District from and against any and all losses, expenses, damages, liabilities, and obligations, including, without limitation, reasonable court costs and attorneys’ fees (collectively, “Losses”) suffered or incurred by District to third parties if and only to the extent that (i) such Losses are directly caused by the Vendor’s negligence or intentional misconduct, or by the Vendor’s breach of its representations, warranties, or covenants in this agreement, or (ii) such Losses arise out of injury or death to persons, or infringement upon or violation of any patent, copyright, trade secret, or similar proprietary right of any third party, or any theft or misappropriation of personal
confidential data with respect to information Vendor collects or accesses from District under this agreement.

i. Data Breach Indemnity. Notwithstanding any provisions of this agreement to the contrary, Vendor shall be responsible for all costs and expenses related to any such notifications and other associated costs (e.g. costs of credit monitoring services offered to individuals whose information was affected, legal fees, call center services, forensics services, and similar remediation costs) as a result of any data breach or unauthorized disclosure by Vendor. The remedies set forth herein shall be in addition to any other remedies available to District at law or in equity.

c. Representations and Warranties. Vendor agrees, represents, and warrants that at all times during this agreement, it agrees that it will:

   i. at all times comply with applicable federal, state, and local laws, including but not limited to FERPA, COPPA, and PPRA;

   ii. will abide by all District rules, policies and procedures;

   iii. not use and will limit access to information collected by Vendor under this agreement only to those authorized persons of Vendor as necessary to provide the services hereunder;

   iv. ensure that the services will be free of substantial defect and be performed in a professional and workmanlike manner, and substantially in accordance with the descriptions for such services;

   v. ensure the services to be provided hereunder do not infringe any third-party intellectual property rights; the services are free from viruses, back doors, time bombs, drop dead devices, Trojan horses, worms, and other destructive or malicious code and routines designed;

   vi. use reasonable efforts to maintain, secure, and protect the information and data collected and accessed by it;

   vii. has the requisite corporate or limited liability company right (as applicable), power and authority to enter into, and perform its obligations under this agreement;

   viii. that entering into this agreement and performing as contemplated hereby will not breach, conflict with, or constitute a default under any other agreement, arrangement, or instrument;

   ix. have the full and exclusive right necessary to grant all licenses, access, and other rights granted herein, and to fulfill its obligations under this agreement.

8. Scope and Other Terms. Vendor shall provide advance written notice to District of any changes to Vendor’s policies or practices that affect its obligations under this agreement, and such changes shall be approved by District before any changes go into effect. All District policies and terms of service are hereby incorporated into this agreement. No unapproved Vendor policy or terms of service shall govern the use of Vendor’s service, whether or not agreed to by a student, teacher, or other unauthorized District personnel, nor shall any unauthorized District personnel be able to bind or otherwise modify this agreement. Any conflicting terms between this agreement, District policies, or other Vendor policies (if approved by District), including any terms of service or other policy that must be approved by a user to access the Vendor service, shall take priority as follows: District policies, this agreement, and approved Vendor policies.

9. Service Level and Support. Vendor shall abide by its service level commitments and maintain adequate support personnel to effectively provide assistance to District and meet its commitments under this agreement.

10. Governing Law. This agreement shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the State of Missouri, without regard to any choice of law rules.
11. **De-identification of Data.** This provision should only be used if Vendor insists on the use of information it collects or has access to for purposes other than as necessary for performance under the agreement. Vendor may, upon prior written consent of District for each such use, use information collected or accessed by it under this agreement if, and only if, Vendor de-identifies the information so that the information is no longer connected or capable of being connected to an individual student or person. The de-identification process shall be provided to and approved in advance by District prior to any such use or de-identification. Evidence of de-identification must be provided to the District within thirty (30) days upon written consent.