

**ATTACHMENT A**  
**TRANSPORTATION SERVICES REQUEST FOR PROPOSAL**  
**SCOPE OF WORK**

**I. INTRODUCTION**

This document constitutes St. Louis Public School District's (hereafter called the "District" or "SLPS") Request for Proposals ("RFP) soliciting proposals from qualified firms to provide daily student transportation services described in this RFP.

Proposals must include contracted student transportation services for all P4-12 students and Early Childhood Special Education students residing within the boundaries of the District. The District currently utilizes 278 daily route buses. Of the 278 daily route buses, 85 are used for our special needs students and 193 are regular route buses. SLPS has a three tier bell time structure with second and third tiers having an "A" time and a "B" time (See Exhibit A for bell time structure). Student ridership for P4-12 students is normally about 13,500 students daily.

**II. BACKGROUND INFORMATION**

St. Louis Public Schools District (SLPS) provides neighborhood, magnet, alternative, and special education services to the children of St. Louis, Missouri along with providing transportation to three (3) contractual schools. Within the 66 square miles of the City of St. Louis, SLPS operates 75 schools in 71 buildings with an enrollment of 26,000 students. Of the 26,000 students, over 19,000 are eligible for transportation services.

**III. TERM**

Proposals are being sought as follows:

- a. Proposers shall provide a firm price for five (5) years beginning July 1, 2017, including 2017/2018, 2018/2019, 2019/2020, 2020/2021, and 2021/2022 school years including the summer school sessions.
- b. SLPS does not guarantee any quantity of service, students, runs or routes.
- c. The Contractor must provide regular school term (beginning with the 2017/2018 school year) and summer school (beginning with 2018 summer) term services approved by the Board of Education.
- d. The Contractor must have all buses under the contract available to provide services no later than August 1 annually.

#### **IV. DEFINITIONS**

1. District refers to the Special Administrative Board for the Transitional School District of the City of St. Louis, with principal offices at 801 North 11th Street, St. Louis, Missouri 63101. Also referred to as the “Board”, “SLPS” or “SAB”.
2. Contractor refers to awarded Vendor.
3. Contract Price refers to the amount payable by District to Contractor in accordance with the terms of this Agreement.
4. Route Miles refers to all mileage on approved routes including necessary mileage before student pickups and after student delivery.
5. Ineligible Miles refers to mileage to and from any place at any time for field trips, athletic events or extracurricular activities unless otherwise provided herein.
6. Live Time shall be defined as the time from the first pickup on a Route to the time at the last drop on that Route and excludes time from the bus terminal to the first drop, from the last drop back to the bus terminal. Live Time is computed for each of the morning and afternoon scheduled Routes.
7. Continuation of Live Time shall be defined as the extension of Live Time for a Route to include travel to an After School Activity Run.
8. After School Activity Time shall be the time from the school to the last drop on that Activity Run and excludes time from the last drop back to the bus terminal.
9. Deadhead Time shall be defined as time from the garage to the first pick up and from the last drop off to the garage and shall not be considered part of the Route for compensation purposes.
10. A Regular Run shall be defined as that portion of a Route consisting of picking up students and transporting them to their school of attendance or vice versa.
11. A Curriculum Shuttle and Charter or Field Trip shall be defined as transportation for students and authorized adults to locations in the St. Louis metropolitan area. These trips are generally scheduled during the school day by the schools and representatives of the Transportation Department.
12. After School Activity Run shall be defined as that portion of service consisting of picking up students and transporting them to their stop or home.
13. A Route shall be defined as a group of Runs that are tiered and use the same vehicle.

14. A Dry Run shall be defined as a practice run of the Route without picking up students and using the regularly scheduled driver and equipment.
15. Excess Time shall be defined as Live Time in excess of five (5) hours per day during the regular school term and four (4) hours per day during the summer school term.
16. Excess Rate Per Unit, or Excess Rate, shall be defined as the rate of compensation the Contractor will receive for each excess unit (fifteen (15) minutes) or any portion thereof that a Route operates. On the monthly billing, excess rate should be a daily average calculated per Day and averaged on the monthly bill. Documentation must be readily available when requested by the District.
17. Basic Rate Per Bus Per Day, or Basic Rate, shall be defined as the rate of compensation the Contractor shall receive for each bus that is assigned. Routes operating one way (a.m. or p.m.) will be compensated at half (1/2) the daily rate. The daily rate is based on five (5) hours Live Time for the regular school term and four (4) hours Live Time for the summer school term.
18. A Timely Manner shall be defined as Routes that are dispatched and running no more than ten (10) minutes past the scheduled time.
19. Bus Stop Locations shall be defined as the distance from home to pick-up. For P4 and KG students, the bus stop shall be closest corner. For grades 1 thru 6, the bus stop can be located up to 4 blocks from the students address. For grades 6 thru 12, the bus stop can be located up to 6 blocks from the students address. For after school activities, elementary students' bus stop can be closest corner to home address or home address depending upon the address. For after school activities of middle school students, the bus stop will be the stop used for the regular school day. Hazardous stops, such as busy intersections, near hills, at dangerous curves, etc., are prohibited. Additional stops shall be provided if, in the sole opinion of the District, there are too many students assigned to the stop or the area is unsafe.

## **V. SPECIFIC REQUIREMENTS**

Please acknowledge agreement or add comments as part of the proposal for each of the following items if there are exceptions. Please use the format outlined below.

<b><u>DESCRIPTION</u></b>	<b><u>ACKNOWLEDGE</u></b>
<b>1. <u>TRANSPORTATION REQUIREMENTS</u></b>	
1. The Contractor shall provide all transportation services as specified by the District. The transportation services shall include regular Routes, regular special education Routes, but not be limited to this service, and may include Routes that require either a school bus equipped with a wheelchair lift, a child care attendant or both.	

2. The Contractor shall provide electronic routing and scheduling services to the District using the Edulog scheduling software. Any software that is different from the Edulog software must be compatible with Education Logistic's Routing and Scheduling software and GPS products. The Contractor shall notify the District prior to upgrading the Edulog routing software versions or any routing and scheduling software versions.	
3. The Contractor shall install EduTracker on each bus, including spares. The District will own the software and pay for yearly license renewal.	
4. The Contractor will route eligible students in the most efficient manner possible prior to the start of each school year and prior to summer school. The District shall make the final decisions on the runs, routes, schedules, and bus stops. Elementary Routes will include student names at each designated pick-up point in the morning and drop-off location in the afternoon within a time frame mutually agreed upon between the District and the Contractor. A current route itinerary shall be on each bus while transporting students.	
5. The Contractor shall provide a manifest of the students riding each bus to each school at least one week before school begins and no later than two (2) days prior to any new service throughout the school year. At least two (2) weeks prior to the start of school, the Contractor shall communicate to the student and/or parent the transportation assignment.	
6. The Contractor shall agree not to deviate from the schedule unless instructed to do otherwise by the District. If a route deviation is necessary, the Contractor shall contact the District and inform them of the deviation.	
7. The Contractor shall conduct a Dry Run of all Routes prior to the Contractor transporting students on the Route at the beginning of the regular school year and the summer school session. The Contractor shall continue to conduct the Dry Runs until the District is satisfied with the Route's timing and efficiency. The Contractor shall not be compensated for the Dry Runs. The Contractor shall provide the District an updated transportation file inclusive of all changes no later than one (1) day prior to the beginning of service.	
8. The Contractor's dispatcher or designated employee must assign or log in all drivers daily before the drivers are dispatched to their respective buses/runs.	

9. The Contractor shall conduct monthly route changes to improve efficiencies and may conduct weekly route changes when applicable. In the event of an emergency or special request, the implementation will be as soon as possible upon mutual agreement by the District and the Contractor. When a schedule change is made, the Contractor shall revise the itineraries and furnish one (1) copy of the revised manifest(s) to the School(s) at least two (2) days before the changes begin. The Contractor will work with the SLPS IT Department to populate the SLPS Parent Portal with the new transportation information and to email the information.	
10. Starting times of schools involved will be staggered as designated by the District. Each bus may be required to run five (5) staggered starting time runs in both a.m. and p.m. as well as After School Activity Runs (See Exhibit A). The tier times will be consistent with school start/dismissal times. The Contractor will tier the Runs into Routes and shall download the information in an agreed upon format for access by the District no later than one (1) day prior to the changes.	
11. The Contractor shall provide school activity services to the schools as required by the District. When possible, these Runs shall be tiered with Regular Runs. The Contractor should attempt to provide tiering that minimizes total cost to the District for the After School Activity Runs.	
12. If a school bus is operating ten (10) minutes late or more on a Run, the Contractor shall notify the District immediately. If the Contractor fails to notify the District, the District shall not approve any Live Time transportation in excess of the Basic Rate.	
13. Buses will be scheduled to arrive for the p.m. pickup at least five (5) minutes prior to the designated school dismissal time.	
14. The average running time a.m. and p.m. of Routes during the regular school year, exclusive of Deadhead Time and After School Activity Runs, is estimated to be five (5) hours per day per bus. Routes for summer school semester, exclusive of Deadhead Time and After School Activity Runs, is estimated to be four (4) hours per day per bus.	
15. The District reserves the right to increase or decrease the number of Runs and/or Routes assigned to the Contractor.	
16. The District requires that transportation service be provided without disruption. Therefore, as a condition precedent to this Agreement, the Contractor must include in its collective bargaining agreement, if any, with its bus drivers or other employees a prohibition against	

strikes, work stoppages, slowdowns or any other disruptive activity by the employees and a prohibition against a lockout by the Contractor. In the event of any disruptive activity by the Contractor's employees, the Contractor shall be obligated to provide transportation services.	
17. The Contractor shall conduct emergency school bus evaluation drills once per semester for all bus riders in grades kindergarten through twelve. Following completion of each evacuation drill, the Contractor shall submit to the District a written listing of the Run identification, date, time and place of evacuation drill. The first drill must be conducted prior to October 31. The second drill must be conducted prior to March 31. Each drill must be conducted under the supervision of supervisory personnel and must include instruction and practice in the location , use and operation of the emergency door, fire extinguisher, and first aid kit; opening windows in case of fire or accident; and in vacating the bus quickly through the emergency door, service door, or both.	
18. At the end of each Run, the driver must check the vehicle for any students. If it is determined that the driver was negligent, disciplinary action will be taken including but not limited to removal of employee from the Agreement.	
19. The Contractor shall fully coordinate all Agreement activities with those activities of the District. As the work of the Contractor progresses, advice and information on matters covered by the Agreement shall be made available by the Contractor to the District throughout the effective period of the Agreement. The Contractor recognizes the importance of direct communications on a daily basis. The ability to serve patrons, customers, schools, administrators, etc. is dependent upon the Contractor and its employees to report service issues immediately. The District must be informed of all late buses, accidents, incidents, and other service issues immediately in order to respond in an appropriate manner.	
20. The District reserves the right to stop buses while in Route, and to engage in searches of said buses and/or transportees. The drivers shall be responsible for controlling behavior aboard their buses and shall insist that students remain seated while the bus is in operation. The Contractor shall direct the drivers to immediately report any significant disturbance or irregularity to the manager. The Contractor shall immediately phone, fax, e-mail the District Transportation Department after any incident and/or accident after	

receiving notification by the Contractor's driver or designee.	
21. It shall be understood that the District reserves the sole right to make decisions of student disciplinary problems, suspensions, expulsions or any other disciplinary problem. The driver shall not remove from the school bus or deny to provide transportation to any authorized student.	

<b>2. <u>PERSONNEL REQUIREMENTS</u></b>	<b><u>ACKNOWLEDGE</u></b>
a. The Contractor must supply administrative personnel who have demonstrated through previous assignments the ability to assume the responsibilities associated with administering a transportation program encompassed by this scope of work.	
b. The Contractor shall provide an organizational chart listing all staff members by position for each of its operating locations.	
c. The Contractor must supply sufficient qualified mechanics that shall maintain all of the Contractor's school buses in a safe and proper mechanical condition for efficient operation.	
d. The Contractor must supply sufficient qualified routing specialists that shall provide electronic routing and scheduling services for all of the Contractor's school buses in a safe and timely manner. The Contractor shall provide these services as efficiently and effectively as possible. All Routes and schedules must be approved by the Transportation Department before service begins.	
e. The Contractor must supply a Call Center for any school bus inquiries. The Call Center should answer calls that relate to late or missed bus (transfer to dispatch to be resolved); route/bus stop change requests; bus stop information (i.e. time and location); customers that have a concern regarding service; lost child (transfer to dispatch to be resolved); safety concerns. The Call Center should contact parents when the bus is operating extremely late (more than 10 minutes after scheduled time) and/or when the bus breaks down and is switched with another bus. The Call Center must be adequately staffed during the school times when buses are in operation. The Call Center abandon call rate shall not exceed five (5) percent of total calls per day unless unforeseen circumstances (i.e. loss of power, inclement weather) are present. The Call Center shall submit a daily report to the District as part of the daily operations report.	

<p>f. The Contractor must supply all drivers to operate the school buses. All Routes must have a permanent driver assigned to them at the beginning of the school year. Permanent sub drivers will be assigned to any Route when a driver absence of four (4) days or more is anticipated. 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. All such drivers must be licensed in accordance with all applicable Federal, Missouri and State Board of Education Laws, Regulations, or Policies and have a good driving record as verified by a motor vehicle record check with the Missouri Department of Revenue or the vehicle licensing authority of an adjoining state if the driver is a resident of that state. The Contractor shall verify each driving record prior to the driver providing service under this Agreement and on an annual basis thereafter and shall not use drivers to fulfill the Agreement that have accrued more than the two (2) traffic-related convictions in a twelve (12) months period or accumulated six (6) or more points within a twelve (12) month period.</p>	
<p>g. The Contractor must supply trained drivers and attendants that are of good moral character. No person shall be employed to provide services where the report of criminal history convictions, as obtained through Missouri State Highway Patrol for the vehicle licensing authority of an adjoining state, if the person is a resident of that state, indicates the person has been convicted of a felony or misdemeanor as specified in Section 302.272 RSMo. The Contractor shall verify each driver and attendant's criminal record prior to providing services under this Agreement and on an annual basis, thereafter.</p>	
<p>h. The Contractor shall ensure that each driver and attendant completes an annual medical examination by a physician licensed in medicine or osteopathy in the State of Missouri that indicates the driver has no limiting conditions for the safe operation of a school bus. The medical examination must include, at a minimum, the following:</p> <ol style="list-style-type: none"> <li>1. A statement by the physician indicating the driver and attendant have possession of and normal use of both arms, hands, legs, feet, and eyes; and</li> <li>2. Meets all required Federal and State of Missouri statutes and regulations</li> </ol>	
<p>i. The Contractor shall implement and maintain a drug and alcohol testing program covering its employees that meets the requirements of the Omnibus Land Transportation Act of 1991 and all Federal</p>	



<p>Regulations enacted pursuant thereto. Under the program the Contractor shall conduct, at a minimum, the following testing:</p> <ol style="list-style-type: none"> <li>1. Pre-employment</li> <li>2. Random</li> <li>3. Reasonable suspicion</li> <li>4. Post-accident</li> <li>5. Return to work</li> </ol> <p>The Contractor shall provide to the District a copy of its drug and alcohol testing program and policies.</p>	
<p>j. The Contractor must supply all attendants to accommodate the needs of special needs students.</p> <ol style="list-style-type: none"> <li>1. All such attendants shall be at least twenty-one (21) years of age and be trained to operate any special equipment required for the safe transportation of medically fragile students.</li> <li>2. The attendant and driver will help maintain order loading and unloading students at the school.</li> <li>3. The attendant will sit at the back of the bus or behind all students on the bus.</li> <li>4. The attendant will assist students with activities they cannot do themselves, such as fastening seatbelts, securing wheel chairs, and any other special devices.</li> </ol>	
<p>k. The Contractor shall evaluate the performance of each driver and attendant at least once during the regular school term. The evaluation shall include, but not be limited to, observing the driver's driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published Routes and time schedules. The attendant's evaluation shall include, but not be limited to, the ability to meet the needs of special needs students.</p>	
<p>l. Upon request, the Contractor shall provide the District with a summary of each driver and attendant evaluated with attached copies of the evaluation report.</p>	
<p>m. The Contractor must insure that each new driver is adequately trained before transporting students. Such training shall include a minimum of twenty (20) hours of both classroom and behind-the-wheel training in the safe operation of a school bus with at least two (2) hours dedicated to conflict/human relations training.</p>	
<p>n. Each driver, as well as management and support personnel, shall be</p>	

<p>given a minimum of eight (8) hours of in-service training annually in the safe operation of a school bus. The Contractor shall conduct regular training sessions for all drivers and attendants. The Contractor shall provide to the District a schedule of the training to be conducted. The training must include, but not limited to, the following:</p> <ol style="list-style-type: none"> <li>1) Safe operation of the vehicle; (driver only).</li> <li>2) Behavior management and reporting of discipline problems; (driver and attendant).</li> <li>3) Emergency Procedures/First Aid; (driver and attendant).</li> <li>4) Operational Procedures; (driver and attendant).</li> <li>5) Human Relations; (driver and attendant).</li> <li>6) Defensive driving; (driver only).</li> <li>7) State Regulations; (management and support personnel).</li> <li>8) Orientation training prior to the beginning of each school year; (driver and attendant).</li> <li>9) Customer service training (driver, attendant, management and support personnel).</li> <li>10) Transportation of special needs students, as appropriate.</li> </ol>	
<p>o. The Contractor will take reasonable steps to assure that the drivers operate the school buses in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations.</p>	
<p>p. Drivers and attendants will be required to supervise all loading and unloading of students. Drivers and attendants shall never leave a vehicle unattended when children are in or around the vehicle. It is the responsibility of the driver and/or attendant to place and secure all students on the bus.</p>	
<p>r. The Contractor shall maintain records on all employees that demonstrate that all personnel requirements of the Agreement have been met. Upon request, the Contractor shall provide access to the Contractor's personnel files to assure compliance with said requirements, at any time during normal business hours.</p>	
<p>s. The District reserves the right to require the Contractor to investigate any employee's performance. The District shall have the right to request the removal of any employee from service and the right to require reassignment of a driver or attendant from specific Routes.</p>	
<p>t. The Contractor shall ensure that each employee is provided training in the proper methods of dealing with students, parents, and District</p>	

<p>personnel. The following behaviors will not be tolerated:</p> <ol style="list-style-type: none"> <li>1) Rudeness to students, parents, and/or District personnel.</li> <li>2) Vulgar or obscene language.</li> <li>3) Inappropriate physical contact.</li> <li>4) Transporting unauthorized passengers while students are on board. The driver will not transport any student that is not eligible for transportation under the District guidelines, policies, and regulations.</li> <li>5) Use of personal radios, electronic devices, or cell phones while operating the bus with students on board.</li> </ol> <p>Evidence of any of the above behaviors will subject the employee to removal for service under this Agreement.</p>	
<p>u. The Contractor shall have a written policy to address a proper dress code for its employees. The driver and/or attendant must not wear attire that is offensive. The Contractor shall furnish all its employees with photo identification badges. Badges are to be worn when employee is furnishing services under this Agreement.</p>	
<p>v. The Contractor will provide field supervisors to assist with accidents, lost children, and loading and unloading at schools and stops.</p>	

<b>3. <u>BUS AND EQUIPMENT REQUIREMENTS</u></b>	<b><u>ACKNOWLEDGE</u></b>
<p>a. The Contractor must provide school buses that, at a minimum, meet or exceed all applicable Federal Motor Vehicle Safety Standards and the requirements of the current Missouri Minimum Standards for School Buses.</p>	
<p>b. The Contractor must provide all school buses and equipment that meet or exceed the number required for service during the regular school year and summer school. The terminal manager or dispatcher must notify the District of any Run and/or Route not covered.</p>	
<p>c. The Contractor will ensure that all school buses satisfy all city, county, and state licensing and inspection requirements and display a current State of Missouri Motor Vehicle Inspection Sticker.</p>	
<p>d. The Contractor will ensure that all buses are maintained in a clean, safe and proper mechanical condition with maintenance records available. The Contractor must show evidence to the District's</p>	

satisfaction of providing adequate maintenance and service facilities.	
e. The Contractor agrees that the average cumulative age of the scheduled fleet operated in any given school year as defined herein, will be no more than eight (8) years with no vehicle in the operating fleet being more than twelve (12) years old. Any vehicle becoming twelve (12) years old during the school year may finish that school year, providing the District does not disqualify it for other reasons. The Contractor will provide a fleet replacement schedule for the life of the contract.	
f. At all times, the school buses must be equipped with approved signs, provided by the Contractor, which indicate the Run number. All numbers shall be self-contained 7 <sup>3</sup> / <sub>4</sub> " x 10 <sup>1</sup> / <sub>2</sub> " in size with header, titled Route. Signs shall be hinged on the side of the bus and standard from vehicle to vehicle. The signs must be made of durable material, such as metal, plastic, or other materials. The signs shall be located on the outside of the school bus directly below the right front passenger window and shall be secured in such a manner to discourage removal by unauthorized personnel.	
g. The school buses must be equipped with a 2-way radio system that allows communication between the Contractor's terminal and the school bus driver. The radio system and radios will be in working order at all times school buses are transporting students.	
h. The Contractor shall not operate more than one hundred fifty (150) regular school buses on the same radio frequency unless approved by the District.	
i. The Contractor shall provide the District with an updated list of the school buses used in the performance of the Agreement. The list shall include a description of each school bus, license number, and inspection number, whether bus is wheel chair lift equipped, size and model year prior to putting the school bus in service. The Contractor shall notify the District in a timely manner if a school bus is removed from service. If the bus is removed from service for the District, all equipment such as cameras, GPS, radios, and any equipment required by the Agreement shall be removed and reused on District contracted buses.	
j. The Contractor shall maintain adequate spare school buses to insure continuity of service if a breakdown occurs. The number of spare buses will not be less than ten percent (10%) of the total buses in operation at any given time. The Contractor shall for the first thirty (30) days of school maintain a contingency fleet of at least ten (10)	

buses per terminal that is not counted as part of the spare buses. The District may request a time period longer or shorter than thirty (30) days at its discretion.	
k. The Contractor shall provide on an as needed basis, at the request of and sole determination of the District, up to two hundred fifty (250) <u>regular</u> buses. The District shall be under no obligation to use the maximum number of school buses specified in this Agreement.	
l. The Contractor shall provide on an as needed basis, at the request of and sole determination of the District up to one hundred (100) <u>special education</u> buses. Some of these buses must be equipped with wheelchair lifts and tie downs; seatbelts; and harnesses. The District shall be under no obligation to use the maximum number of school buses specified in this Agreement.	
m. The maximum number of school buses quoted or initially accepted upon commencement of this Agreement shall become the reference point throughout the term of this Agreement. The Contractor's maximum number of school buses shall be increased or decreased to meet the needs of the District. Should the number of buses required exceed the maximum number of buses by more than ten percent (10%), the Contractor and the District may negotiate an equitable rate adjustment.	
n. The school buses must be maintained in a clean, safe, and proper mechanical condition with maintenance records available.	
o. The District may require the removal of any bus for failure to meet state requirements.	
p. The Contractor will allow the District to periodically inspect buses to determine their mechanical condition and condition of cleanliness; and upon inspection, if the District finds that any vehicle is not in a clean, suitable or proper mechanical condition, it shall promptly notify the Contractor in writing of this fact, specifying the unsatisfactory condition or conditions, which it found to exist. The Contractor shall then correct any such problems within seven (7) calendar days. If after the seven (7) day period, the Contractor has not eliminated the problem, the District may declare a default under the Contract's performance bond, or terminate the Agreement and shall be released from further obligations. The Contractor will remove any bus from operation when the District's opinion is that this bus may present an imminent hazard or undesirable appearance and require the Contractor to provide another bus.	

<p>q. The school bus fleet provided by the Contractor must meet the quantity and bus size (passenger capacity) requirements, as in this Agreement. The District will not be charged for any bus of a greater size that is not required to fulfill the capacity requirements for that particular bus assignment. If the Contractor does not have a bus that matches or meets the Route load requirements, the District reserves the right to require vendor to supply such vehicle. This requirement shall be done with proper notice and adequate lead-time to allow Contractor to fulfill the requirement. Proper notice and lead-time will be defined as sixty (60) days. The Contractor shall only be compensated for the size of school buses required by the District.</p>	
<p>r. The Contractor must equip at least twenty-five percent (25%) of the fleet with wheelchair lift doors, removable seats, and wheel chair restraints. The District reserves the right at a later time to request that the Contractor install a wheelchair lift on that bus. The Contractor shall furnish to the District a list of the buses available to be equipped with a wheelchair lift. However, the Contractor must be able to provide a minimum of thirty (30) wheelchair lift equipped buses and a ten percent (10%) spare ratio.</p>	
<p>s. In addition to the required State specifications, each bus regardless of size shall be equipped with an approved 'crossing arm' mounted on the front bumper so as to increase the safety of those students who must cross the street in front of the bus. Such arms shall meet the specifications of the State of Missouri.</p>	
<p>t. The Contractor shall provide at least two (2) digital color video/audio cameras per bus and all necessary software and hardware including but not limited to the storage and output device that allows analysis of the data. Each terminal location shall have the capability of recording the digital video recorders on a DVD for viewing by the District and/or school. The DVD will be delivered to the District and/or school within twelve (12) hours after the request in a viewable manner. Cameras will be placed to record the entry door and the full length of bus. The cameras will record simultaneously. The digital video recorder will be ruggedized and contain a removable hard drive with enough storage for twenty-four (24) hours. Every bus in the fleet must be equipped with two (2) digital video cameras. Installation and maintenance of the equipment shall be the responsibility of the Contractor. The Contractor shall maintain adequate spares so that the equipment may be substituted if not working properly. At no time will a bus operate with students on board without a functioning digital camera system.</p>	
<p>u. The Contractor will supply the District Transportation Department and its Safety and Security Department with the necessary devices</p>	

needed to read the information extracted from the digital cameras.	
v. Any videos related to school incidents that are captured by the cameras are school district property and will be subject to Family Educational Rights & Privacy Act (FERPA), and all other state and federal laws.	
w. The Contractor will implement a seamlessly integrated tracking and routing platform that integrates with the Edulog scheduling system and is web accessible. This system will feature bus activity information; real-time bus status; route compliance information; bus stop analysis; the ability to store information to be used for future analysis; display flexibility; system integration; weekly stop information; and extended range capabilities that will allow the data to be captured from all areas of the District. This system will have the capability of expansion for future use by providing bus rider information to households and schools. The system will have the capability of being viewed (read) from the Contractor's base as well as the Transportation Department of the District. It is the Contractor's responsibility to install, maintain, and upgrade the tracking and routing platform. Every bus in the fleet must be equipped with this Automated Vehicle Location (AVL) system.	
x. The Contractor will ensure that each bus is equipped with a working timepiece while on duty to maintain established schedule times.	
y. During inclement weather, the District shall have the sole responsibility of altering bus schedules or canceling bus service for that day. If school bus service should be required, the Contractor agrees to abide by the decision of the District and operate Routes as normal as possible.	

<b>4. <u>BUS TERMINAL REQUIREMENTS</u></b>	<b><u>ACKNOWLEDGE</u></b>
a. Each school bus terminal of the Contractor shall be located within the St. Louis City limits.	
b. For transportation services, the Contractor shall provide administrative personnel to directly supervise the terminal's operation whenever there are school buses on the road, unless approved otherwise by the District.	
c. For each terminal, the Contractor shall provide at least one (1) full-time professional manager responsible for supervisory personnel to	

<p>operate the Routes. A manager or assistant manager shall be on duty whenever students are being transported to and from school. The Contractor will provide at least two and a half (2.5) road supervisors for each one hundred (100) Routes operated to monitor driver performance. Each road supervisor will be assigned a group of schools that they are responsible for the bus activity. In addition to the school assignments, the road supervisors must monitor buses for the terminal to which he/she is assigned during the hours of maximum busing activity. Upon request, the Contractor will provide the daily log to the District. The road supervisors shall assist with routing concerns. Each road supervisor shall have a cell phone and a marked vehicle. The Contractor or designee shall immediately phone, e-mail and/or fax St. Louis Public Schools Security, EMS, St. Louis Police Department, and the Transportation Department after any incident and/or accident after receiving notification by the Contractor driver or designee. The District will determine the proper administrative course of action. A written report of all such accidents and or incidents shall be filed with District Transportation Department within two (2) days of the accident or incident on the School Bus Accident Report or incident form. The Contractor will provide at the end of the month a copy of all accident reports where damages total five hundred dollars (\$500.00) or more and/or personal injury occurred.</p>	
<p>d. If student injuries result from a bus accident and the injuries sustained warrant that the student(s) be transported to a medical facility, the Contractor shall dispatch a supervisor immediately to the medical facility that will stay until such time as the injured student(s) is admitted to the facility or released to a parent/guardian. The supervisor must communicate with the bus terminal in a timely manner and in such a way to keep the District, appropriate school officials and parents updated of the situation and status of any injured student(s). Driver and/or supervisor shall fill out a seating chart with all student names that were on board.</p>	
<p>e. The Contractor shall provide administrative personnel available to the manager to train, supervise, and dispatch drivers and mechanics along with the routing and scheduling functions as well as the Call Center.</p>	
<p>f. The Contractor shall provide and maintain two phone numbers at each terminal and one phone number for the routing and scheduling area along with the Call Center. One phone number for the Principals and District; one phone number for parent inquiries at the terminal; and one phone number for any concerns regarding information about bus stops and times. All of the phone numbers will have the capability of receiving more than one call and must</p>	



<p>have a recording informing the caller the wait time and number in line. All incoming calls shall be tracked by nature of call and what area (i.e. the Call Center or dispatch) the call was received. The Contractor shall provide the daily call abandon rate for all phone lines. The Contractor must also provide one (1) high-speed Internet connection in the dispatch area. The Contractor must provide a computer in the dispatch area on which to install Edulog Routing software or an agreed upon routing and scheduling software. The District reserves the right to change these requirements as advances in technology happen.</p>	
<p>g. The Contractor shall provide electronic routing services. The Contractor will provide the electronic routing program to the District and install on a designated number of computers to be determined by the District. The Contractor will apply for all licenses that are required for the electronic routing program. It is the responsibility of the Contractor to provide updates of any new service to the District.</p>	

<b><u>5. INVOICE AND REPORTING REQUIREMENTS</u></b>	<b><u>ACKNOWLEDGE</u></b>
<p>a. The Contractor must submit reporting documentation that includes the information on the invoice on a bi-monthly basis via CD to the District's Transportation Department Office by the following Monday each month. The Contractor must submit invoices via CD to the District's Transportation Department Office by the tenth (10<sup>th</sup>) business day of each month for all transportation services provided during the preceding month. Payment terms on invoices will be net thirty (30) days after delivery of the CD for all undisputed amounts.</p>	
<p>b. All invoices shall include a cover page, sports shuttle activity sheet, monthly operations report (see Excel spreadsheet – Exhibit B), and detailed data sheet(s) (see Excel spreadsheet – Exhibit C) containing the following information:</p> <ol style="list-style-type: none"> <li>1) Route number</li> <li>2) Schools grouped by tiers</li> <li>3) Lift (Y or N)</li> <li>4) Aide (Y or N)</li> <li>5) Days Ran</li> <li>6) Rate Per Day</li> <li>7) Continuation of Live Time Per Day</li> <li>8) Excess Per Day</li> </ol>	

9) Early Dismissal Day(s) 10) Early Dismissal Excess Time 11) Activity Route and School 12) Activity Days 13) Activity Excess 14) Excess Rate 15) Total Excess Cost 16) Early Dismissal Excess Cost 17) Total Activity Excess Cost 18) Total Per Route Cost 19) Daily Fuel Miles Per Route 20) Daily Total Miles Per Route 21) Monthly Fuel Mileage Per Route 22) Monthly Route Miles Per Route 23) Monthly Ineligible Activity Mileage Per Route 24) Comments	
a. The Contractor shall furnish the District with student counts and trip mileage, on an Excel spreadsheet, for each Run on the second Wednesday of the month for the months of October and February by hard copy and by email. All information submitted will be checked for accuracy. Said counts shall be for the morning Runs only. The completed forms and spreadsheet shall be submitted to the District's Transportation Department no later than thirty (30) days following the official count day.	

<p>d. <u>The Contractor shall furnish the District with a monthly operations report (see Exhibit D) by base and consolidated. The monthly report shall include but not be limited to the following:</u></p> <ol style="list-style-type: none"> <li>1) Number of Days Operated</li> <li>2) Number of Routes Operated Daily</li> <li>3) Number of Dispatches (each time a bus leaves the terminal)</li> <li>4) Number of Students Transported (number of days operated X ADT)</li> <li>5) Number of Route Miles – Reg. Ed.</li> <li>6) Number of Route Miles – Special Ed.</li> <li>7) Number of Ineligible Miles – Activities</li> <li>8) Number of Ineligible Miles – Field Trips</li> <li>9) Number of Ineligible Miles – Sports Shuttles</li> <li>10) Number of Accidents</li> <li>11) Number of Late (10 minutes or more) Runs <ol style="list-style-type: none"> <li>a. Weather/Traffic</li> <li>b. Driver Error</li> <li>c. Student Misconduct</li> </ol> </li> <li>12) Vehicle Failures/Breakdowns</li> <li>13) Number of Open Routes</li> <li>14) Number of Sub Drivers/Casuals</li> <li>15) Number of tiers in combination <ol style="list-style-type: none"> <li>a. 1 Tier</li> <li>b. 11 Tiers</li> <li>c. 111 Tiers</li> <li>d. 1,3 Tiers</li> <li>e. 2,3 Tiers</li> </ol> </li> </ol>	
<p>e. The Contractor shall furnish the District with a daily operations report split between AM Issue/Location and PM Issue/Location and Call Center log (see Exhibit E) by 3PM the following day of service. The report shall include, for AM and PM, but not be limited to the following:</p> <ol style="list-style-type: none"> <li>1) SLPS Buses by Base and Total</li> <li>2) Total Buses by Base and Total</li> <li>3) On Time Percentage (SLPS Only by Base and Total) <ol style="list-style-type: none"> <li>a. First Tier School</li> <li>b. Second Tier</li> <li>c. Third Tier</li> <li>d. Overall</li> <li>e. On Time Departure</li> </ol> </li> <li>4) Drivers (by Base and Total) <ol style="list-style-type: none"> <li>a. Number of Complaint Log Issues from SLPS</li> <li>b. Driver Call Offs</li> <li>c. Monitor Call Offs</li> </ol> </li> </ol>	

<ul style="list-style-type: none"> <li>d. No Call No Show</li> <li>e. Routes Doubled</li> <li>f. Stand By Drivers Sitting</li> <li>g. Staff Members Driving</li> </ul> <p>5) Maintenance (by Base and Total)</p> <ul style="list-style-type: none"> <li>a. Helped Starts</li> <li>b. Downed Buses Mechanical</li> <li>c. Downed Buses GPS</li> <li>d. Buses down Due to Pretrip</li> <li>e. Breakdowns</li> <li>f. Long Term Out of Service</li> </ul> <p>6) Safety (by Base and Total)</p> <ul style="list-style-type: none"> <li>a. Total Accidents/Incidents</li> <li>b. Preventable Accidents</li> <li>c. Injuries-NLT</li> <li>d. LT Injuries</li> </ul> <p>7) GPS (by Base and Total)</p> <ul style="list-style-type: none"> <li>a. % Reporting Per Device Health Report</li> <li>b. Device Issues</li> <li>c. Assignment Issues</li> </ul> <p>8) Weather Conditions</p> <p>9) All Clear (end of day by Base and Total)</p> <ul style="list-style-type: none"> <li>a. Number of Calls</li> <li>b. Time of PM All Clear</li> </ul> <p>10) Phone Log Report by Base and Total</p> <ul style="list-style-type: none"> <li>a. Stop Information</li> <li>b. Address Change</li> <li>c. Bus Status</li> <li>d. Lost Child</li> <li>e. Accident</li> <li>f. Complaint</li> <li>g. Calls per Location</li> <li>h. Abandoned Calls</li> </ul> <p>11) Weekly Phone Log Totals by Base and Categories Above</p>	
f. The Contractor shall schedule Monthly Joint Reviews (MJR) with the District. The MJR shall include the monthly reports in a power point presentation along with any updates that need to be discussed	

## **VI. COST/PRICING PROPOSAL**

Please provide your cost proposal as outlined below. It is understood that the Contractor shall be responsible for all costs. Said costs shall include, but not be limited to, drivers' wages, insurance, fuel (unless other arrangements are made), maintenance, Contractor's administrative costs, and vandalism damage to school buses.

## **1. BASIC RATE:**

The Contractor shall provide a firm price for years one through five of the Agreement. Pricing must be provided on the enclosed bid forms (Exhibits F and G). Two methods of pricing are requested. One is a daily rate and the other is a tier rate. The District reserves the right to choose which method of payment will be accepted. For Routes scheduled for the regular school semester, the Basic Rate shall include five (5) hours of Live Time, which shall be cumulative and additive per bus. For Routes scheduled for the summer school semester, the Basic Rate shall include four (4) hours of Live Time, which shall be cumulative and additive. A regular Route operating only in the morning or only in the afternoon shall be compensated at one-half (1/2) the Basic Rate Per Day Per Bus.

Each proposal must include all costs for supplying transportation services as defined in Scope of Services. The District is not responsible for errors or omissions in calculating costs.

## **2. FUEL COSTS:**

The District will pay to the Contractor an amount equal to the cost to the Contractor of fuel which is purchased by the Contractor to provide services under this Agreement which exceeds one dollar fifty cents (\$1.50) per gallon cost to the Contractor after the applicable Federal Excise Tax is deducted from the cost of such fuel. The District will be reimbursed for any fuel cost that is less than one dollar fifty cents (\$1.50) per gallon after the applicable Federal Excise Tax is deducted.

Upon thirty (30) days written notice, the District may enter into a fuel purchase agreement with the Contractor. If such an agreement is reached, the Contractor agrees to assist the District in fuel purchases and storage.

Determination as to the number of gallons above or below the fuel cap shall be computed on the basis of eight (8) miles per gallon for diesel fuel. Computation of the charges for Routes shall begin at first student pickup point and end at the last student drop off point for the morning Run and the first student pickup point and end at the last student drop off point for the afternoon Run. Computation of the charges for charter or field trip transportation services shall begin at the first school pickup to the charter drop off and from the charter drop off back to the school. This calculation also applies to the summer school term. Each school month, the Contractor shall retain all fuel invoicing records and deliver them to the District Transportation Department as part of the monthly operations report (See Exhibit H).

## **VII. PENALTIES/LIQUIDATED DAMAGES**

To help insure that services are maintained at the highest level, the District shall implement the following penalties and liquidated damages. It is also understood that some circumstances may arise that are not covered under these penalties, therefore damage amounts will be levied by mutual agreement.

The exception to assessing liquidate damages would be delays or failures due to extreme weather, road construction, or traffic delays beyond the control of the Contractor, as determined by the District.

<b><u>DESCRIPTION</u></b>	<b><u>LIQUIDATED DAMAGES/ PENALTIES</u></b>
1. Any Route deviations that are not agreed upon by the District	Contractor shall be assessed liquidated damages in the amount of the Run/Route
2. If a Run is not dispatched in a timely manner	Contractor shall be assessed liquidated damages in the amount of any alternate transportation for student(s) or liquidated damages in the amount of the Run. The Contractor shall neither invoice nor be reimbursed for the Run
3. If a Run is not dispatched at all	Contractor shall be assessed liquidated damages equal to two and one-half (2.5) times the entire a.m. or p.m. Run
4. If the stop(s) on a Run are missed three (3) out of five (5) days in a row or the Run operates three (3) out of five (5) days in a row late	Contractor shall be assessed liquidated damages in the amount of the Run/Route for the number of days that were late
5. If the Contractor combines (doubles) more than one (1) Run per bus without prior approval of the District	Contractor shall be subject to a penalty of one hundred dollars (\$100.00) per affected Run and the amount of any alternative transportation ordered by the District. Abuse of this provision may lead to higher penalties.
6. If buses do not arrive at least 5 minutes prior to the designated school dismissal time	Contractor shall be assessed liquidated damages in the amount of the Run/Route
7. If the Contractor fails to provide bus transportation for assigned Routes	Contractor shall be assessed liquidated damages in the amount of the Run/Route for each day or the amount paid by the District for alternative services, whichever is greater.
8. If the Contractor fails to maintain medical and drug/alcohol testing records on all safety sensitive employees	Contractor shall be subject to a penalty in the amount equal to ten percent (10%) of the current monthly invoice for every month that the Contractor is not in compliance
9. If the Contractor fails to deliver the required employee training or provide records of training	Contractor shall subject to a penalty of five hundred dollars (\$500) per employee who has not been trained for every month that the Contractor is not in compliance

10. If drivers fail to wear proper I.D. badge	Contractor shall subject to a penalty of twenty five dollars (\$25.00) per occurrence
11. If the Contractor fails to provide all buses and equipment that meet or exceed the number required for service during the regular school year and summer school	Contractor shall be assessed liquidated damages in the amount of the Run and/or Route affected
12. If the Contractor operates a bus without an approved sign	Contractor shall be subject to a penalty of seventy-five dollars (\$75) for every day of noncompliance that the Route was operated without an approved sign and any alternate transportation charges incurred by the District to transport students not boarding the proper bus
13. If the Contractor's bus fleet does not achieve at least ninety percent (90%) first time satisfactory pass during the annual school bus inspections conducted by the Missouri State Highway Patrol	Contractor shall be subject to a penalty of the amount of five percent (5%) of the current month's total invoice reimbursement
14. If a request for a DVD for viewing is sought and the camera system on the bus is not working	Contractor shall be subject to a penalty in the amount of five hundred dollars (\$500)
15. If the Contractor fails to report an accident and/or student injuries to the District	Contractor shall be subject to a penalty in the amount of five hundred dollars (\$500)
16. If the Contractor fails to report any late buses, accidents, incidents and other service issues within 30 minutes after the incident or knowledge of the situation	Contractor shall be subject to a penalty in the amount of five hundred dollars (\$500)
17. If the Contractor fails to provide an accident and/or incident report within two (2) days	Contractor shall be subject to a penalty in the amount of five hundred dollars (\$500)
18. If the Contractor fails to complete the student counts and trip mileage on the specified days or submit the forms on time	Contractor shall be subject to a penalty in the amount of five percent (5%) of the current month's invoice
19. If the Contractor leaves a child on a bus (and bus left unattended when parked)	Contractor will terminate driver involved (or remove from Agreement) and shall be subject to a penalty of five thousand dollars (\$5,000)

## **VIII. OTHER TERMS AND CONDITIONS**

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. **In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary.** The terms and conditions in this section are subject to revision and acceptance of any proposed alternate language, terms and conditions is at the sole discretion of the District. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

### **1. PERFORMANCE BOND**

The proposers should indicate that prior to the commencement of the Contract, they shall provide a performance bond in the amount of the Contract Price for one year, renewable on an annual basis, issued by a surety authorized to do business in the State of Missouri, and acceptable to the District.

### **2. INSURANCE REQUIREMENTS**

Contractor shall maintain in full force and effect throughout the term of this Agreement the following insurance. The Board shall be named as an additional insured under Contractor's insurance policies but only with respect to claims arising specifically from Contractor's provision of services under the terms of this Agreement. Prior to the commencement date of this Agreement, July 1, 2016, Contractor shall provide the Board with certificate(s) evidencing such insurance.

**Workers' Compensation:** Contractor will maintain workers' compensation as required by state law covering all its employees.

**Comprehensive Liability And Vehicle Liability Insurance:** Contractor will maintain during the term of this Agreement, for protection of Board and Contractor, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than fifteen million dollars (\$15,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability, and Products Liability, covering the operations and activities of the Contractor under this Agreement, and upon request, will provide the Board with a certificate evidencing such policies. Contractor will also maintain appropriate vehicle liability insurance, with limits of at least one million dollars (\$1,000,000) per person, fifteen million dollars (\$15,000,000) per occurrence, for bodily injury, death, and property damage. The insurance policies shall contain covenants by the issuing company that the policies shall not be cancelled without thirty (30) days written notice to the Board of cancellation.

### **3. INDEMNITY**

Contractor agrees to indemnify and hold harmless the Board and the Board's members, officers, employees, servants and agents ("Board's Agents") from and against any and all liabilities,



losses, damages, costs and reasonable expenses of any kind (“Liabilities”), including, without limitation, reasonable costs, collection expenses, attorney fees and court costs which may be suffered by, incurred by or against the Board or any members, officers, employees, servants or agents of the Board on account of or resulting from injury or death, or claim of injury or death, to person(s), or damage, or claim of damage, to property, arising from Contractor’s actions, omissions, negligence, misconduct, or other fault relating to the performance of this Agreement. However, the Contractor shall not be responsible for any Liabilities to the extent such Liabilities arise from or are related to the actions, omissions, negligence, misconduct, or other fault of the Board or the Board’s Agents.

#### **4. GOVERNING LAW - JURISDICTION**

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the Parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the City of St. Louis, Missouri. The Parties agree that no action concerning this Agreement may be commenced anywhere but the City of St. Louis.

#### **5. DEFAULT**

In the event Contractor should fail to perform as required under this Agreement or be adjudicated as bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, the Board may, at its option, declare Contractor in default. In the event of such declaration of default, the Board shall provide written notice of the declaration and a ten (10) day cure period to Contractor. If there should be an uncured default, the Board may invoke the provisions of the Performance Bond furnished by the Contractor or may assert or enforce any other available remedy, including termination of this Agreement. If the Contractor is unable, as determined by the Board, after an uncured default, to supply and operate the number of buses required within the specified time limit, then the Board shall have the right and power to obtain, from any available source, such labor and equipment as may be necessary to ensure no interruption of any and all transportation services as defined in this Agreement. Any damage or expense (in excess of cost of services under this Agreement) incurred through such default may be audited and certified by Board, whose certification thereon shall be conclusive upon the parties hereto; and the cost and expense of such labor and equipment may be deducted from any sums due, or that may become due, to the Contractor; it being understood, however, that nothing herein contained, and no deductions made under the terms of this Agreement from sums due, or to become due, to the Contractor shall in any way be construed as impairing the right of the Board to hold the Contractor or surety liable on their bond for any breach of any of the conditions of this Agreement or of their bond.

#### **6. NON-PERFORMANCE**

In the event of an uncured default (as provided in the Default section of this Agreement) it becomes apparent to the Board that the Contractor is not performing in accordance with the contract requirements, the Board may immediately notify Contractor’s surety, in writing, of said

non-performance. The surety will be required to respond to the Board, in three (3) days, with a plan to remedy services. All costs associated with providing service to meet the requirement of this Agreement shall be borne by the surety.

## **7. FISCAL FUNDING**

While the parties intend for the term of this Agreement to be five (5) years, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the Board during the term hereof, in the event that sufficient funds are not available to the Board, are not able to be appropriated by the Board or cannot be budgeted by the Board for the services hereunder, the Board shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Contractor prior to the beginning of any such fiscal year. In the event of any such termination, the Board will pay Contractor for the services performed up to the date of termination.

## **8. ASSIGNMENT**

This Agreement shall not be assigned by the Parties hereto, without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. However, the Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

## **9. INDEPENDENT CONTRACTOR**

The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement, and that Contractor shall retain sole control over its employees and agents. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any contract or warranty for or on behalf of the Board or to attempt to bind the Board.

## **10. REMEDIES**

In the event of Contractor default, failure to perform, or non-performance, or other breach of this Agreement, the Board shall have the right to terminate this Agreement. The remedies available to the Board at law or pursuant to this Agreement for Contractor default, failure to perform, or non-performance, shall be deemed to be cumulative and not exclusive, and failure by the Board to assert any remedy on one occasion shall not be deemed a waiver and shall not preclude the assertion of such remedy at a later time.

## **11. CONTRACTOR REPRESENTATIONS AND ACKNOWLEDGMENTS**

The Contractor acknowledges and represents that: (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all state, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable Board policies and regulations.

## **12. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER**

The Contractor shall not discriminate because of race, color, religion, sex, age, disability, sexual orientation, national origin or status as a veteran, or any other reason as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning employees. In addition, the Contractor affirms that it is an equal opportunity employer and will comply with all applicable federal, state and local laws and regulations.

## **13. RIGHT TO AUDIT**

The Contractor shall establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, cost of goods, and use of funds. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of the Agreement and for a period of ten years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the District, whether during or after completion of this Agreement, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the District. Such records shall be made available to the District during normal business hours at the Contractor's office or place of business and subject to a three (3) day

written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the District.

Contractor shall ensure that the District has these rights with the Contractor's employees, agents, assigns, successors, and subcontractors and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the District.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the District unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the District for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the District may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the District's findings to the Contractor.

Contractor shall provide a Service Organization Control 1 (SOC1, Type 2) report to the District on an annual basis or an agreed upon equivalent evaluation. The reports should cover processes that are key to the Agreement.

#### **14. RECORD RETENTION**

The Contractor shall keep on file and readily available copies of all records submitted to the District as outlined in this Agreement according to the State of Missouri Public Schools Records Retention Schedule. The records shall include but not be limited to accident/incident reports, mileage reports, monthly operations reports, invoice summaries, mechanical records, results of drug/alcohol testing, list of employees, fuel invoices, etc. With a three (3) day written notice, the Contractor shall provide the District with copies of any and all requested records.

#### **15. CHANGE IN OWNERSHIP**

The Contractor shall notify the District in writing of any change in financial status; or of any change of ownership or control of the Contractor prior to such change. If ownership or control of the Contractor changes during the term of this Agreement, the District reserves the right to cancel or terminate this Agreement if such change is not viewed to be in the best interest of the District. The right to cancel this Agreement lies solely with the District.

