



REQUEST FOR PROPOSAL

Service/Goods: Student Transportation
Issue Date: March 11, 2022
RFP #: TRN2022

Staff Contact: David Leone
Email: dleone@kcia.us
CC: bballou@kcia.us

RETURN PROPOSAL NO LATER THAN: April 15, 2022

RETURN PROPOSAL TO: KC International Academy

Attn: David Leone

414 Wallace Ave

Kansas City, Mo. 64125

Re: RFP #TRN2022, Student Transportation Services

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the price quoted, in accordance with all terms, conditions, requirements and specifications of the original Request for Proposal ("RFP"), as modified by and addenda.

Authorized Signature Dated: _____

Printed Name: _____ Title: _____

Company Name: _____

Address: _____

Phone: _____ Email: _____

Fax: _____

INSTRUCTIONS TO PROPOSER

A request for proposals will be received by KC International Academy ("KCIA") until: **2:00 P.M., Friday, April 15, 2022**, in accordance with the specifications and needs as described herein.

Proposals must be in sealed envelopes, marked plainly and prominently:

Proposal for Student Transportation Services RFP #TRN2022

Proposals must be addressed/delivered to:

KC International Academy
Attn: David Leone
414 Wallace Ave
Kansas City, MO 64125

Faxed or emailed bids will not be accepted.

Award of this bid is planned for April 26, 2022.

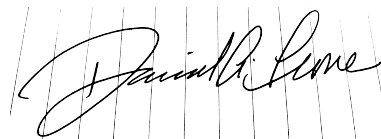
This RFP will be referred to as Exhibit A in the contract.

KCIA reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such selection, rejection or waiver is in its best interest.

The KCIA Board shall negotiate a contract with the successful Proposer

All bid documents become public record once a negotiated contract has been executed.

All bids must be valid for a period of ninety (90) days from the opening of bids.

A handwritten signature in black ink, appearing to read "David Leone", is written over a series of vertical lines that serve as a guide.

David Leone
Superintendent
March 11, 2022

Issue Date: March 11, 2022

Questions Due to KC INTERNATIONAL ACADEMY: April 1, 2022

Return Date & Time: April 15, 2022, 2:00pm

All timely proposals submitted to KC International Academy office **will** be considered for evaluation. **Proposals received after April 15, 2022, will not be accepted and will be returned to the proposer unopened.**

GENERAL TERMS AND CONDITIONS

- 1) KCIA will receive sealed Proposals from qualified companies for providing **Student Transportation Services** for the 2022-2023 fiscal year, with options to renew for fiscal years 2023-2024, 2024-2025, 2025-2026, and 2026-2027.
- 2) The purpose of this Request for Proposal (“RFP”) is to establish the requirements for Student Transportation Services, and to solicit Proposals from qualified student transportation companies for providing such student transportation services. The responding qualified Company is hereafter referred to as the “Company.” The RFP requests a great amount of detail in order to avoid delays, misunderstanding, and to simplify the evaluation of the Proposals. The Company is requested to respond to each specification.
- 3) The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.
- 4) The Company must submit three (3) copies of the Proposal and a single electronic copy of the entire response as a PDF document on a USB flash drive. Proposals shall be delivered in a sealed envelope clearly marked as indicated below.

KC International Academy

Attn: David Leone

414 Wallace Ave.

Kansas City, Mo. 64125

Re: RFP #TRN2022, Student Transportation Services

- 5) Proposals must contain a manual signature of an authorized agent of Company in the space provided on the proposal forms. If the Company’s authorized agent fails to sign and return the proposal form, its proposal may be deemed non-responsive and not considered.
- 6) Proposals will be received until April 15, 2022. Facsimile and proposals sent as email attachments will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
- 7) The time and date recorded by KCIA shall be the official time of receipt. KCIA is not responsible for lateness or non-delivery by the U.S. Postal Service or other carrier to KCIA.
- 8) Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the deadline.

- 9) The information presented in the RFP is not to be construed as a commitment of any kind on the part of KCIA. There is no expressed or implied obligation for KCIA to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
- 10) All Proposals must be submitted on KCIA's forms as attached with this specification. Proposals submitted on forms other than the enclosed may be rejected. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this Proposal will be considered. Noncompliance with RFP specifications will disqualify Proposals from further consideration.
- 11) Any explanation or statement that the Company wishes to make must be contained with the Proposal but shall be written separately and independently of and attached to the Proposal. Unless the Company indicates, Company agrees that its proposal is in strict accordance with the RFP terms and requirements.
- 12) KCIA reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. KCIA, in its sole discretion, will determine whether an irregularity is minor.
- 13) KCIA reserves the right to decline any or all Proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by KCIA to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
- 14) All Proposals shall be deemed final, conclusive, and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of KCIA after the scheduled closing time for the receipt of Proposals.
- 15) Proposals, prices, terms, and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals.
- 16) The information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by KCIA, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
- 17) The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
- 18) No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on KCIA. Unauthorized contact by the Company with other KCIA employees or Board members regarding the RFP may result in disqualification.
- 19) By submitting a proposal, Company certifies that the proposal is made without previous understanding, agreement, or connection, either with any person(s), firm(s), corporation(s) or entity(ies) offering the same items, or with KCIA; and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal.
- 20) Requests for interpretation must be made in writing to David Leone, of KCIA no later than April 1, 2022. Any information given to a Company concerning the RFP will be furnished to

all Companies as an addendum to the RFP if, in KCIA's sole discretion, such information is deemed necessary to all Companies in submitting Proposals on the RFP, or the lack of such information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by KCIA in the form of an addendum to the RFP.

- 21) KCIA reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on KCIA.
- 22) Due regard will be given for the protection of proprietary information contained in all Proposals received. However, Companies should be aware that all materials associated with the procurement are subject to the terms of the Missouri Sunshine Law and all rules, regulations and interpretations resulting therefrom. RSMo § 610.021 states "Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following . . . Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected".
- 23) The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board member of KCIA for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
- 24) No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company's Proposal.
- 25) KCIA may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
- 26) KCIA reserves the right to consider historic data, facts, and information, whether gained from Company's proposal, question and answer conference, references, or any other source.
- 27) KCIA may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
- 28) To facilitate consideration of the Proposals, KCIA may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview.
- 29) KCIA reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
- 30) KCIA reserves the right to negotiate final contract terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal.
- 31) KCIA may accept any Proposal as submitted whether negotiations have been conducted between the parties.
- 32) Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of KCIA.
- 33) KCIA reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of KCIA, the successful Company is unable or unwilling to enter into a form of contract satisfactory to KCIA. KCIA shall be entitled to do so without any liability being incurred by KCIA to the Company.

- 34) In the event of a conflict between the Proposal and the RFP, KCIA shall resolve any inconsistency in favor of the RFP. Additionally, KCIA shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of KCIA. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of KCIA.
- 35) If variances or conflicts between the General Terms and Conditions and the Special Conditions and Specifications outlined in the RFP exist, the Special Conditions and Specification prevail.
- 36) All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between KCIA and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of KCIA and shall be deemed to be incorporated into the final Agreement.
- 37) The successful Company must not at any time assign any portion of its contract with KCIA nor shall it assign the contract without the written permission of KCIA. The successful Company must not, at any time, change sub-consultants approved by KCIA without written permission of KCIA, other than as listed in the bid submission.
- 38) KCIA reserves the right to terminate any contract within 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain responsible for its obligations under the contract up to the date of termination. KCIA reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.
- 39) KCIA may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
- 40) In the event the Board of KCIA fails to approve the appropriation of funds sufficient to provide for KCIA's obligations under the Agreement, or if the funds are not appropriated due to federal, state, or local action, KCIA shall have the right to terminate the Agreement by providing written notice to the successful Company and KCIA will thereby be relieved from all further obligations under the Agreement.
- 41) Initial Proposals may not be withdrawn for 90 calendar days from the due date for Proposals except with the express written consent of KCIA.
- 42) In the event the Agreement initially awarded by KCIA is terminated for any reason within 120 days of the due date for Proposals, KCIA reserves the right to negotiate and accept any other submitted Proposal.
- 43) KCIA shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.

- 44) Although KCIA cannot bind future governing bodies, it is anticipated that the Company selected to serve as KCIA's student transportation service will be retained for a 1-year period (fiscal year 2022-2023) with the option to renew fiscal years 2023-2024, 2024-2025, 2025-2026, and 2026-2027 after annual evaluations of services.
- 45) KCIA strives to achieve a high level of asset and seating capacity utilization. Bus runs will be planned to utilize available seating to the greatest degree possible within regulation standards. Bus runs may be planned to serve more than one program when feasible within level of service standards.

KC INTERNATIONAL ACADEMY INFORMATION

KC INTERNATIONAL ACADEMY is a single facility charter school educating K-8th grade students. It is located at 414 Wallace Ave, Kansas City, Missouri 64125. Currently, KC INTERNATIONAL ACADEMY averages approximately 670 students. KC INTERNATIONAL ACADEMY will transport any student within the district requesting transportation.

Currently, approximately 620 students use transportation services, of which none are special needs students who require specially equipped vehicles. One student needing a wheelchair lift is anticipated for the 2022-2023 school year. Approximately, 325 households contain students.

Company will provide transportation services for the August-December, January-May, and May-June academic terms.

During the 2021-2022 academic year, KC INTERNATIONAL ACADEMY used 12 buses.

For the 2022-2023 academic year, KC INTERNATIONAL ACADEMY will use only single routing. A Single Route consists of picking students up at their home, dropping them off at the school, or the reverse.

Total school days during the August-December/January-May academic terms are anticipated to be 171 days. The May-June summer school term is usually 19 school days. Students are expected to be at the building by 7:45 a.m., and finish classes at 3:15 p.m. during normal school days.

KC INTERNATIONAL ACADEMY will pay the current Company approximately \$900,000 for student transportation services during the 2021-2022 academic terms.

KC INTERNATIONAL ACADEMY requests bids without bus monitors on all routes and an alternative bid with bus monitors on all routes.

Qualifications

Proposals will be accepted from firms with demonstrated experience and competency in Missouri school district/charter school student transportation services. The minimum qualifications for companies submitting proposals are:

- 1) The Company must have demonstrated efforts to keep its staff current in the industry and in public school/charter school organizations.
- 2) The Company must provide the names, titles, addresses, and phone numbers of at least two school district/charter school clients for whom the Company has provided student transportation services within the last two years similar in scope and reporting requirements as those required by KCIA.
- 3) The Company must have an existing similar engagement with at least two other school Districts.
- 4) The Company must be able to demonstrate that it does not have a record of substandard work. The Proposal must disclose any enforcement action to which the Company has been subject during the past three years, or which is currently in progress.
- 5) Registration with Missouri Secretary of State: Contract Awards are contingent upon the Company providing KCIA, prior to the execution of the contract and each annual renewal, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing Company is in good standing to conduct business in Missouri.

Scope of Services

- 1) The Company shall furnish student transportation to all students of KC INTERNATIONAL ACADEMY (“KCIA”) for whom KCIA shall order such service, including, but not limited to, transportation to and from school and supplemental transportation.
- 2) No bus transporting student passengers shall be simultaneously transporting any other type or category of riders, except those as designated and/or approved by KCIA’s Superintendent or designee.
- 3) Transportation will require a student to walk no more than ¼ of a mile, absent unique geographical limitations, or circumstances.
- 4) All students must be provided a seat. When transported by bus, the occupancy shall not exceed the manufacturer’s rated capacity for the bus. The number of students transported on any bus shall not exceed Missouri Department of Elementary and Secondary Education Guidelines.
- 5) All buses must provide inside heated storage with a minimum inside temperature of 40 degrees F during winter operations while students are being transported.
- 6) KCIA makes no guarantee or any assurance as to the number of students who will be or become passengers of the student transportation services provided by Company.
- 7) All proposals shall comply with all applicable state and federal laws, rules, regulations, and industry standards, including by example and not limitation the Federal Motor Vehicle Safety Standards, Pupil Transportation Laws of the State of Missouri, Regulations and Standards of the Missouri Department of Elementary and Secondary Education, and the current Missouri Minimum Standards for School Buses. Company shall make and furnish KCIA such reports as required or reasonably requested by KCIA or the Missouri Department of Elementary and Secondary Education.
- 8) All data pertaining to KCIA, such as mileage, headcount reports, routing information, *etc.*, shall be the property of KCIA.
- 9) Company agrees to perform and provide all necessary equipment and personnel for the specified transportation services for the one year 2022-2023 academic period and the four optional one-year renewals.
- 10) All vehicles, personnel used for transporting students, and transportation service provided shall meet all requirements and standards of the Missouri Department of Elementary and Secondary Education, all other applicable laws and regulations of the State of Missouri, the National Highway Traffic and Motor Vehicle Safety Act, Federal Motor Safety Standards, and all other applicable laws and regulations of the United States of America.
- 11) No Single Route shall necessitate a student being transported longer than 45 minutes in route. No student shall be delivered to KCIA greater than 20 minutes before the official starting time for KCIA. The return trip shall begin not more than 10 minutes after the official dismissal time for KCIA.
- 12) Official starting and dismissal times shall be determined by KCIA.

- 13) Student transportation services shall be provided each official school day as established by KCIA. Inclement weather or other emergency school closings shall be determined by KCIA, with input provided by Company.
- 14) Company shall have sufficient supplemental/reserve transportation vehicles so that day to day student transportation operations are not affected or reduced by normal mechanical failures, field trips, emergency situations and any supplementary services required. All spare buses shall be equipped and maintained in the same manner as regular route buses.
- 15) All buses shall be 10 years or newer. The average bus age shall not exceed 7 years.
- 16) Each bus shall have, in good and operative condition:
 - crossing arm
 - front and rear stop arms
 - tinted windows
 - working front and rear heating and air conditioning
 - interior digital passenger security video surveillance and recording equipment. The equipment must show accurate date and time and be operational during all times student transportation services are being provided.
 - 2-way radio communication
 - student tracking system to accurately identify real time student ridership
 - real time GPS tracking
 - seat belts, harnesses/restraint systems or any other safety device(s) mandated by Federal, State and/or local law, rule and/or regulation.
- 17) Each student transportation vehicle will be maintained in excellent mechanical condition. Each vehicle will be visually inspected immediately prior to beginning student transportation services. KCIA may inspect any vehicle at any time and request any vehicle be immediately removed from service if safety or reliability is materially at risk.
- 18) Bus interiors shall be swept on a daily basis and kept clean. The exterior of buses shall be kept clean so that visibility remains through windows and the markings on the bus are visible.
- 19) A bus in out-of-service condition pursuant to DESE inspection criteria may not be used to transport students.
- 20) Company shall provide all fuels required.
- 21) Company will provide KCIA prior to each academic term printed proposed itineraries of all routes. All routes and schedules will be approved by KCIA. KCIA reserves the right to revise routes and schedules at any time, with input from Company.
- 22) Company shall have written approval of the Superintendent or designee prior to adding a vehicle once the initial routing for each term is approved by KCIA.
- 23) Each route shall be assigned to a particular regular driver. The proposal shall explain as to how substitute or replacement drivers are selected and assigned and how use of substitute or replacement drivers will be minimized.

- 24) Company shall furnish KCIA October and February ridership lists for each route per Missouri Department of Elementary and Secondary Education's State Transportation guidelines by the 15th of the following month.
- 25) Company shall furnish KCIA actual mileage for each route and any trips on the monthly invoice.
- 26) Company shall furnish KCIA weekly route lists.
- 27) Company shall provide KCIA all academic year data necessary to complete the then current Missouri Department of Elementary and Secondary Education's Application for State Transportation Aid by July 15 of each year.
- 28) Prior to the first day of the academic year, each driver shall conduct a minimum of 2 practice runs of each's respective Single Route at the actual time of day the route is to be run while picking up and delivering students to and from school. Company shall not be compensated for the practice runs.
- 29) At the termination of any trip in which one or more students are transported, the driver immediately after the last student gets off the bus, whether it be at school, the last home drop off, or otherwise, shall physically walk to the back of the bus, visually checking each seat, to determine if any student or student items remain on the bus. Company will provide its proposed method for assurance that no student is inadvertently left unattended in a vehicle.
- 30) All vehicles will be operated by competent, qualified drivers, each of which shall have at least the following minimum qualifications:
 - Have a good driver record
 - Have all required licenses to transport students using the equipment provided to the driver by the Company
 - No felony drug conviction
 - No conviction related to the manufacturing and/or distribution of any controlled substance
 - No misdemeanor convictions related to the personal use and/or possession of a controlled substance that is less than five (5) years old
 - No felony within the past 5 years
 - No felony related to violence or firearms
 - No felony conviction who is still on active supervision or parole
 - Possess good mental health and physical health, with approved health certificates
 - Exhibit conduct that positively influences students
 - Meet and comply with all applicable local, state and/or federal rules, regulations, and statutes
 - Enrolled and participate in a federally approved random drug and alcohol testing program
- 31) All transportation vehicles will be operated 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.
- 32) Company will immediately notify KCIA's Superintendent or designee of any student transportation vehicle that is involved in an accident resulting in property

- damage greater than \$500, or accident or incident involving injury to any person while engaged in student transportation services provided.
- 33) Company shall be responsible for Workmen's Compensation Insurance, all employee unemployment insurance, social security, payroll, earnings, and other taxes. Company shall provide KCIA evidence of Workers' Compensation coverage in the amount required by law.
 - 34) Company shall provide all CDL training, licensing and physicals related to KCIA student transportation services.
 - 35) All student discipline will be provided by KCIA. Any problems requiring student discipline shall be referred to KCIA by providing the KCIA bus discipline form to the Principal or designee. Drivers shall not administer punishment to any student, including by example and not limitation, suspension of transportation services. However, drivers are authorized and encouraged to have assigned seats and may assign/re-assign seats to encourage appropriate transportation behavior.
 - 36) KCIA's Superintendent or designee may for cause, temporarily or permanently remove any driver. Cause includes but is not limited to operational impairment, personal habits, skills, character, behavior, or conduct judged to be detrimental to the welfare and best interest of the students. Company will be promptly notified of any such action, and, if practical, given advance notice.
 - 37) Company shall designate a lead driver or supervisor residing in the Kansas City, Missouri School District to be available from 7 am – 10 pm during school days to address student transportation concerns or issues that may arise.
 - 38) Company shall instruct all drivers in best practices to assure the greatest amount of safety and protection of students. Regular instruction and training shall include, but not be limited to, safety, behavior management, emergency procedures, sexual harassment prevention, *etc.* Company shall provide KCIA with copies of its instruction/training programs.
 - 39) Company shall at all times provide and maintain such policy or policies of commercial and business automobile liability insurance coverage as will protect it and its drivers and monitors, and KCIA, its board, officers, employees and agents from all claims, demands and liability arising from, on account of or out of the student transportation services provided by Company, with limits of liability of not less than \$5,000,000 for any one occurrence and of not less than \$5,000,000 for damages to property from any one occurrence. In addition, Company shall at all times provide and maintain Sexual or Physical Abuse or Molestation coverage of \$1,000,000 each occurrence and \$2,000,000 aggregate, and Umbrella/Excess Liability Insurance of \$10,000,000. All such insurance policies shall be carried with companies authorized to transact business in the state of Missouri and utilize the most current ISO forms. KCIA shall be named an additional insured. Company will provide KCIA annual certificates of insurance evidencing such coverage and designating KCIA as an additional insured. Company will provide within 1 business day additional assurance of compliant insurance upon request by KCIA. All policies must provide that KCIA receive at least 30 days advance notice of any cancellation or material change in terms or coverage.

- 40) Company will indemnify and hold harmless KCIA, its board, officers, employees and agents from every claim, demand, injury and/or damage which may be made by reason of injury, damage, or harm to any person(s) and/or property caused or contributed to by the act, neglect, default and/or omission of Company.
- 41) The agreement may be terminated for cause, upon giving 30 days advance written notice. Cause shall include, but not be limited to, material breach of contract, consistent failure to timely perform, student endangerment, failure to maintain required insurance, *etc.*
- 42) *Force Majeure* shall include acts of God, fire, flood, war, riot, civil disturbance, governmental action, terrorism, or any condition or cause beyond the control of the party sought to be held accountable for non-performance directly and proximately caused by such event.
- 43) The Company shall keep KCIA apprised of any and all changes in safety, operations or reporting requirements and shall serve as a resource and be available for consultation on student transportation issues throughout the term(s).
- 44) The selected Company will maintain regular contacts and meetings with KCIA administrators and other personnel including but not limited to:
 - a) Engagement planning meeting
 - b) Progress reports
 - c) Closing review meeting
 - d) Changes that would affect the reporting requirements of the school district/charter school
 - e) Sharing of innovative methods and procedures that may warrant KCIA investigation and/or consideration
 - f) Newsletters or other method of regular communications containing information with specific benefit to school districts/charter schools.
- 45) No part of the student transportation services may be subcontracted, transferred, or assigned, by operation of law or otherwise, without KCIA's prior, express written consent.
- 46) Any cost or expense, including reasonable attorneys' fees, incurred by KCIA to enforce the contract shall be borne by Company.

RFP Evaluation Criteria

- 1) Each Proposal will be reviewed and evaluated by KCIA staff members. The areas assessed will include, but not be limited to:
 - a) Prior student transportation experience
 - i) Missouri public school districts
 - ii) Missouri charter school districts
 - iii) Entities of similar nature and size
 - b) Organization, size, and structure of firm
 - c) Nature and condition of student transportation vehicles
 - d) Nature and extent of vehicle replacement program
 - e) Nature and extent of vehicle maintenance program
 - f) Nature and extent of staff training and monitoring program
 - g) Nature and extent of subsidiary required equipment
 - h) Qualifications of staff to be assigned to program
 - i) Nature and extent of driver training program
 - j) Safety Program
 - k) Qualifications and make-up of student transportation team
 - l) Overall supervision to be exercised by the Company's management
 - m) The Company's understanding of the work
 - n) Cost
 - o) Performance/teaming enhancement program
 - p) Technical compliance
 - q) Nature and extent of driver/monitor replacement program
 - r) Nature and extent of proposed efficiency improvements
- 2) KCIA may conduct interviews with selected firms in connection with its evaluation of the Proposals.
- 3) The contract will be awarded to the Company whose offer conforms to the RFP and is determined to be most advantageous to KCIA, price and other factors considered. KCIA reserves the right to act as sole and undisputed judge of what is most advantageous to KCIA.

Attachments

It is the purpose of this RFP to obtain as complete a set of data as possible from each Company. This will enable KCIA to determine which Company is best able to meet all of the criteria which are to be considered in the award of Student Transportation Services.

Proposal Format & Contents

The Company's proposal package shall contain the following items in the order listed below and utilize the forms provided in the Attachment Section of the RFP. The Company is urged to be concise yet thorough in its presentations. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized to comply with the following sections:

- 1) The Proposal shall include a **Letter of Transmittal** that provides an introduction to the Company and includes an expression of the Company's ability and desire to meet the requirements of the RFP. The Letter of Transmittal must be signed by an authorized individual able to bind the Company to all items in the Proposal including products, services, prices, *etc.* contained in the Proposal and include their title, addresses and phone number(s).
- 2) The Proposal shall include an **Executive Summary** that briefly describes the Company's approach to meeting KCIA's requirements as outlined in the **RFP**, indicates any major requirements that cannot be met, and highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets KCIA's requirements by reading the Executive Summary.
- 3) **Attachment 1: Company Identification Form**
 - a) This cover sheet identifies the Company's name, mailing address, telephone, fax, and contact person(s). The Company Identification Form must be signed by an officer of the Company.
- 4) **Attachment 2: References and Experience**
 - a) Each Company must submit a minimum of four (4) references, two (2) of which must be Missouri public schools/charter schools. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders, or partners.
- 5) **Attachment 3: Company Résumé and Personnel Commitment**
 - a) The Company shall complete the Company Résumé and Personnel Commitment Form, indicating the personnel it anticipates will work on student transportation services program for KCIA.
- 6) **Attachment 4: Proposed Equipment, Routes and Price**
 - a) The Company shall indicate the cost for providing Student Transportation Services by completing the Proposed Equipment, Routes and Price Form. A separate form shall be completed for each of the 1 year plus the additional 4 years of renewal of the Proposal.

- b) The Company shall indicate the vehicles and equipment proposed for providing the Student Transportation Services.
 - c) The Company shall indicate the proposed routes.
 - d) The Company shall indicate the proposed training programs.
 - e) The Company shall provide its proposed safety program.
 - f) The Company shall indicate its proposed performance and driver monitoring program.
 - g) The Company shall provide its current insurance program for similar services.
 - h) The Company shall provide its proposed performance monitoring program.
 - i) The Company shall provide its current driver drug/alcohol testing program.
 - j) The Company shall provide its current driver/monitor employee criminal background checking program.
- 7) **Exhibit 5 Anti-Collusion Affidavit**
 - 8) **Exhibit 6 Debarment and Suspension Certification**
 - 9) **Exhibit 7 Affidavit of Non-Discrimination Employment**

Attachment 1: Company Identification Form

Designate one individual as the Company's representative to KC INTERNATIONAL ACADEMY during the term of the contract. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by KC INTERNATIONAL ACADEMY for the specified period. By signing this Company Identification Form, the Company certifies that there are no "PARTIES OF INTEREST" or "CONFLICTS OF INTEREST", as defined by state and/or federal regulations, existing between the Company and KC INTERNATIONAL ACADEMY or any of its employees, agents, or Board of Education members.

Legal Name: _____
Representative's Name: _____ Title: _____
Address: _____ City: _____ State: _____ Zip: _____
E-mail Address: _____
Years in Operation: _____ Years under current structure and/or under previous structure _____

Name of Company's Officers:	Title
_____	_____
_____	_____
_____	_____
_____	_____

Official written statements and addendums will be posted on KC International Academy's website www.kcia.us.

The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals.

Company Officer's Name: _____

Signature: _____ **Date:** _____

Attachment 2: References and Experience

Each Company must submit a minimum of four (4) references. Two (2) of these references must be from a Missouri public school/charter school. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Company or the Company's officers, directors, shareholders, or partners. List as primary references any contracts currently in force with public school districts; include contacts and telephone number(s) for each reference. Use additional pages for additional contracts.

MO Public/Charter School:	
Business Address:	
Name and Title of Contact:	
Phone Number of Contact:	
Contract Length:	Contract Value:

MO Public/Charter School:	
Business Address:	
Name and Title of Contact:	
Phone Number of Contact:	
Contract Length:	Contract Value:

MO Public/Charter School:	
Business Address:	
Name and Title of Contact:	
Phone Number of Contact:	
Contract Length:	Contract Value:

Company Name:	
Business Address:	
Name and Title of Contact:	
Phone Number of Contact:	
Contract Length:	Contract Value:

Company Name:	
Business Address:	
Name and Title of Contact:	
Phone Number of Contact:	
Contract Length:	Contract Value:

All Contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to Company's nonperformance or poor performance. Submit full details of all terminations for default experienced. KC INTERNATIONAL ACADEMY will evaluate the facts and may at its sole discretion reject the Company's Proposal if the facts discovered indicate that the completion of a contract resulting from this RFP may be jeopardized by selection of the

Company. If the Company has experienced no such terminations for default in the past five (5) years, so indicate.

Terminated Contracts within the Last Five (5) Years

	#1	#2	#3
Company Name			
Business Address			
Name of Contact			
Telephone Number of Contact			
Contract Length			
Contract Value			

In addition, please include your most recent peer review report and any letters of comment.

Attachment 3: Company Résumé and Personnel Commitment

Part A - Resume

- 1) Name of Company:
- 2) Local Office Location:
- 3) Year Company was Established:
- 4) State whether the Company is local, national, or international:
- 5) State whether the Company is currently licensed to provide student transportation services in the State of Missouri:
- 6) Number of Personnel Employed by the Company at the Local Office Identified Above:

	TOTAL
a. Partner/Owner	
b. Manager	
c. Supervisors	
d. Drivers	
e. Others	
Total Full Time Professional Staff	

- 7) Type of Student Transportation Services Provided by the Company: (Provide Approximate Percentage):

Public School Districts	
Charter School Districts	
Similar Institutions	

Part B - Personnel Commitment

- 8) Number and level of personnel, and percent of time which would be committed to this engagement:

	Number	Percentage of Proposed time Dedicated to This Engagement
a. Partner/Owner		
b. Manager		
c. Supervisors		
d. Drivers		
e. Monitors		
f.		
TOTAL		

- 9) On separate sheets, provide the résumés of management/supervisory personnel who would be committed to this engagement. The Company should also provide information on the student transportation services experience of each person, including information on relevant continuing professional education for the past three years and membership in professional organizations relevant to the performance of the requested services. Please note that the Manager and Supervisor should be committed to the engagement for its duration, including option years, subject to normal promotion and attrition.

Attachment 4: Proposed Equipment, Routes
and Price

Part a)

FY2022-2023 - WITHOUT MONITORS

A total all-inclusive maximum price for the 2022-2023 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

ALTERNATIVE

FY2022-2023 – WITH MONITORS

A total all-inclusive maximum price for the 2022-2023 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

Attachment 4: Proposed Equipment, Routes
and Price

Part a)

FY2023-2024 - WITHOUT MONITORS

A total all-inclusive maximum price for the 2023-2024 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

ALTERNATIVE

FY2023-2024 - WITH MONITORS

A total all-inclusive maximum price for the 2023-2024 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

Attachment 4: Proposed Equipment, Routes
and Price

Part a)

FY2024-2025 - WITHOUT MONITORS

A total all-inclusive maximum price for the 2024-2025 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

ALTERNATIVE

FY2024-2025 - WITH MONITORS

A total all-inclusive maximum price for the 2024-2025 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

Attachment 4: Proposed Equipment, Routes
and Price

Part a)

FY2025-2026 - WITHOUT MONITORS

A total all-inclusive maximum price for the 2025-2026 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

ALTERNATIVE

FY2025-2026 - WITH MONITORS

A total all-inclusive maximum price for the 2025-2026 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

Attachment 4: Proposed Equipment, Routes
and Price

Part a)

FY2026-2027 - WITHOUT MONITORS

A total all-inclusive maximum price for the 2026-2027 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

ALTERNATIVE

FY2026-2027 - WITH MONITORS

A total all-inclusive maximum price for the 2026-2027 student transportation engagement must be stated:

Per Day/Per Bus for 3-part Route Service	\$
Field Trip/Activities	
Cost per Hour	\$
Cost per Mile	\$

Attachment 4: Proposed Equipment, Routes
and Price

Part b)

List vehicles AND briefly list and describe equipment proposed.

For each vehicle, list its manufacturer, year of make, passenger capacity, and total present mileage:

Please provide proposed safety program:
Attachment 4: Proposed Equipment, Routes
and Price

Part c)

Please provide proposed routes:

Attachment 4: Proposed Equipment, Routes
and Price

Part d)

Please provide proposed training programs:

Attachment 4: Proposed Equipment, Routes
and Price

Part e)

Please provide proposed safety program:

Attachment 4: Proposed Equipment, Routes
and Price

Part f)

Please provide proposed performance and driver monitoring program:

Attachment 4: Proposed Equipment, Routes
and Price

Part g)

Please provide proposed current insurance program for similar services:

Attachment 4: Proposed Equipment, Routes
and Price

Part h)

Please provide proposed performance monitoring program:

Attachment 4: Proposed Equipment, Routes
and Price

Part i)

Please provide current driver drug/alcohol testing program:

Attachment 4: Proposed Equipment, Routes
and Price

Part j)

Please provide current driver/monitor employee criminal background checking program:

Attachment 5: Anti-Collusion Affidavit

ANTI-COLLUSION AFFIDAVIT

STATE OF)
)
COUNTY OF)

_____, of lawful age, being first sworn on oath states that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

Subscribed and sworn before me this ____ day of _____, 2022.

Notary Public (or Clerk or Judge)

My commission expires _____.

Attachment 6: Debarment and Suspension Certification

DEBARMENT AND SUSPENSION CERTIFICATION

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85,668,682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both the undersigned and the undersigned's principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

(Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.)

Name of Organization/Firm: _____

Signature of Authorized Representative: _____

Attachment 7: Affidavit of Non-Discriminatory Employment

Affidavit of Non-Discriminatory Employment

This Company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action to the extent required by federal statutes and rules and regulations issued pursuant thereto in order to maintain and ensure non-discriminatory employment practices.

Signature

Printed Name

Title

ADDENDUM I

KC INTERNATIONAL ACADEMY STUDENT TRANSPORTATION SERVICES RFP #TRN2022

These are KC International Academy's responses to questions regarding the Student Transportation Services proposals.