

**Moberly Public Schools**

**Request for Proposals**

**For**

**Student Transportation Services**

**January 2026**



## **REQUEST FOR PROPOSAL**

A request for proposals will be received by the Moberly School District (District) until **12:00 PM Thursday, February 5, 2026** in accordance with the specifications and needs as described herein.

Proposals must be in envelopes, marked plainly and prominently: **Transportation Bids**

Proposals must be addressed/delivered to:

**Moberly School District  
Re: Transportation Bids  
% Trudie Barnett  
926 Shepherd Brothers Blvd  
Moberly, MO 65270**

Faxed or emailed bids will not be accepted.

Award of this bid is **planned** for **February 10, 2026**.

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

The Board shall negotiate a contract with the successful bidder.

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.

Cristina Wright  
Superintendent of Schools  
Moberly School District

## **PRE-BID SUBMISSION Q&A**

Pre-bid submission questions should be submitted to Superintendent Cristina Wright by email at [cristinawright@moberlyspartans.org](mailto:cristinawright@moberlyspartans.org) by Thursday, January 22, 2026, at 12 PM. Answers to all questions will be returned to all who submitted questions by the deadline by the close of business on Monday, January 26, 2026. We will **not** host a pre-bid meeting at the Transportation Facility located at 1625 Gratz Brown St., Moberly, MO 65270.

## **RFP Schedule**

January 5, 2026	RFP specifications available for distribution
January 22, 2026	Deadline for pre-bid questions
January 26, 2026	Answers to pre-bid questions returned to inquirees
February 5, 2026	RFP due by 12:00 PM
February 5, 2026	Bid opening begins at 12:05 PM
February 6, 2026	Possible follow-up questions to transportation contractors
Planned February 10, 2026	Recommend vendor to Board of Education for approval
July 1, 2026	Contract effective date

## **INTERVIEWS**

The District may choose to schedule interviews with selected vendors after review of the submitted proposals. If the District chooses to conduct interviews, they will be held approximately February 6, 2026.

## **GENERAL TERMS AND CONDITIONS**

1. If variances or conflicts between the General Terms and Conditions and the Special Conditions and Specifications outlined in the solicitation occur, the Special Conditions and Specifications shall prevail.
2. The VENDOR must respond to this RFP by submitting all data required herein in order for its bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of the bid/proposal from further consideration for award.
3. VENDORS are required to state exactly what they intend to furnish to the District in response to this solicitation and must indicate in writing any variances to the terms, conditions, and specifications of this bid, no matter how slight. If variations are not stated in the Vendor's bid/proposal, it shall be conclusively presumed that the Vendor's bid/proposal fully complies with all conditions identified in this RFP. No variation shall become part of the contract, unless it is specifically accepted by the District in writing.
4. The District shall issue a written addendum to this RFP, if substantial changes are made which impact the submission of bids/proposals. All addendums must be signed by a duly authorized employee of the meeting. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with the Vendor's bid/proposal. In the event of conflict between the original RFP and addenda, the addenda shall control. Subsequent addenda shall govern over prior addenda.
5. The Vendor is advised that the ONLY official position of the District is that position which is stated in writing and issued by the Purchasing Agent as an RFP and any amendments or addenda thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
6. The Bid/Proposal must contain a manual signature of an authorized agent of the Vendor in the space provided on the bid/proposal forms. If the Vendor's authorized agent fails to sign and return the bid/proposal form, its bid shall be non-responsive and shall not be considered.
7. The Vendor, by affixing its signature to its proposal, certifies that the proposal is made without previous understanding, agreement, or connection, either with any persons, firms or corporations offering the same items, or with the District. The Vendor also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
8. The bid/proposal must be typed or legibly printed in ink. An authorized agent of the Vendor must initial all corrections made by the Vendor.
9. The bid/proposal form shall be sealed in an envelope with the bid/proposal CLEARLY marked on the front of the envelope.
10. Late bids/proposals received after the date and time set forth in the bid opening shall be considered non-responsive.
11. Modifications to a bid/proposal may only be made by written notice on company letterhead and must be received prior to the February 5, 2026, at 12:00 PM, deadline. Each modification submitted must be in a sealed envelope and have the Vendor's name

- and return address and the title of the bid clearly marked on the face of the envelope.  
The modification must contain a manual signature of an authorized agent of the Vendor.
12. If more than one modification is submitted, the modification bearing the latest date of receipt by the District will be considered valid.
  13. Bids may be withdrawn prior to the time and date set forth for bid opening. Any such request must be made in writing on company letterhead and signed by the authorized officer of the Vendor.
  14. The District reserves the right, before making an award, to investigate whether the qualifications or services offered by the Bidder meet the requirements set forth in the RFP to ensure proper performance of the contract. The District reserves the right to waive any defects and informalities in any bid/proposal, to reject any and all bids/proposals, take any or all bids/proposals under advisement, or to accept any bid/proposal as may be deemed in the best interest of the District.
  15. The District reserves the right to consider historic information and facts, whether gained from the Vendor's submission in response to the RFP, question and answer conference, references, or any other source, in the evaluation process of this RFP.
  16. Vendors shall not include federal, state, or local excise or sales taxes in their bid prices, as the District is exempt from payment of such taxes.
  17. Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

## **SPECIAL CONDITIONS**

### **Intent**

The intent of this Request for Proposal is to acquire Student Transportation Services for the District.

### **Contract Period**

This contract would be effective July 1, 2026 through June 30, 2029 with two (2) one year “**not to exceed percentage increase**” option years. The District will have the option to extend the contract to a 6th year and beyond pending negotiations between the District and the Vendor. Such extension shall be under the same terms and conditions as the initial term of the contract, or as such contract has been amended as provided for herein.

### Pricing

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

### Copies

Vendors must submit an original and electronic copy on a flash drive of their response to the proposal, including all information or documents requested.

### Insurance

See “Specifications”. The successful Vendor must submit a certificate of insurance within ten (10) business days after notice to proceed.

### Contract Award

This contract will be awarded to the Vendor, judged by the District, submitting the best overall bid in accordance with the bid specifications and all required documents. The District reserves the right to reject any and all proposals based upon its sole discretion. Any non-responsive proposals will not be considered for the award.

### Negotiations

The District may or may not conduct negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will only be with the Vendor whom the District is considering for award of this contract. Post-proposal negotiations may be conducted jointly with representatives of the District and Vendor’s representatives. The Vendor’s representative shall be qualified and empowered with the authority for answering and giving administrative and technical/price clarifications relative to the proposal.

### References

Please provide a listing of all school districts in which the Vendor has provided similar services in states that are continuous to Missouri. The following information is to be provided for each school district: name of district, address, telephone number, number of students in the district, number of eligible riders, and number of years Vendor has provided services in the district. Provide the name and email of an appropriate administrator who will have knowledge of the transportation program.

## **DISTRICT AND TRANSPORTATION SERVICES INFORMATION**

The District consists of an enrollment of approximately 1,915 students in grades K-12 with approximately 1,800 students eligible for free transportation. Eligible students are all students in grades K-12 who reside one mile or more from their attendance area school.

On an average day, approximately 779 students will use transportation services. Currently, approximately 148 early childhood special education and 99 special needs students (total of 247) ride in specially equipped vehicles to assigned schools within the District.

Currently, there are 8 different building locations serving 74 square miles.

Beginning in the summer of 2027, the Vendor will be responsible for providing bus transportation for the District's summer school sessions. Summer school is usually around 20 days in June. Approximately 1,000 students attend summer school riding approximately 10-12 regular routes and an additional 4 special education routes.

In our current year, 2025-2026, total days of school for all schools is 166. We have set the total days of school for all schools in the 2026-2027 school year at 169.

School day start times are two-tiered. For school year 2024-2025, miles traveled in the District for approved routes was approximately 191,145 miles and total miles traveled for unapproved and extra-curricular miles was approximately 48,535 miles. The current fleet consists of 21 buses and one van running 13 regular education AM and PM routes; four special services routes AM and PM; one van HS/MS AM and PM; nine ECLC midday routes; two modified routes; and one High Roads AM and PM route. The District currently utilizes 11 bus monitors. The current makeup of the fleet consists of:

- 13 – 2025 Thomas Freightliner All-Diesel, Hydraulic Brakes, Air Conditioned Buses
- 2 – Special Services Buses Without Lifts (One with AC + One without AC)
- 2 – Special Services Buses With Lifts (Both with AC)
- 1 – Mini-Van With AC and Without a Lift
- 8 – Spare Buses (6 with Hydraulic Brakes; 2 with Air Brakes) Without AC

Special needs/ECSE currently utilizes four of these buses for routes that run Tuesday-Friday; 2 ECSE routes that run Monday-Friday; and 5 ECSE routes that run just midday daily.

A single route consists of picking up students at a designated bus stop, dropping them off at school and returning to base. A double route consists of two consecutive routes of picking up students at a designated bus stop and dropping them off at school before returning to base.

The District paid the current Vendor approximately \$1,839,074.45 for student transportation services during the 2024-2025 school year.

Advertising of the bus routes will be required each school year. The bus route information will need to be provided to the Moberly-Monitor Index before the start of school; additional means of presenting the information would be negotiable. Bus routes will be provided to the District administration for publication on the District's website.

ECSE routes are District-wide with currently one location served. Startup numbers for 2024-2025 were 148. This number is broken down between morning and afternoon sessions. These are routes as described above. Ridership grows as the year progresses.

Bus monitors are used on an "as needed" basis. The monitors would be Vendor employees. Our current Vendor employs an average of 19 drivers who receive pay in the minimum amount of \$20.27/hour and 11 bus monitors who receive pay in the minimum amount of \$15.30/hour. Drivers and monitors are guaranteed two hours per route AM/MIDDAY/PM if they arrive to drive. The current Vendor has one stand-by driver who is paid 2.5 hours AM and PM, and two hours for midday.

## **MOBERLY SCHOOL DISTRICT SPECIFICATIONS FOR PROVIDING PUPIL TRANSPORTATION**

1. The Vendor shall furnish bus transportation to all students of the District for whom the District shall order such service. This shall include, but not be limited to, transportation to and from school, supplemental transportation, and individually contracted transportation. Subject to the other provisions contained herein, the Vendor shall provide the following basic bus transportation services:
  - a. Provide transportation to and from school for all students enrolled in kindergarten through grade 12 who reside one mile or more from the school which they attend, if that school is in the attendance area which they reside. The Vendor is responsible for determining the one-mile range.
  - b. Provide transportation to and from school for all students assigned to attend a school outside the attendance area in which they reside.
  - c. Provide transportation for all orthopedically disabled students from their residence to and from the school in which they reside.

As a general rule, the bus will stop for students included in subparagraphs a, b, and c above at points which will require no pupil within the city limits or within an organized subdivision to walk more than two blocks and no other students to walk more than  $\frac{1}{4}$  mile. Dead end streets or roads, or other unusual situations, may result in an exception to this rule. The final decision is the District's.

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

3. Any proposals submitted shall be in accordance with the Pupil Transportation Laws of the State of Missouri and Regulations and Standards of the Missouri Department of Elementary and Secondary Education.
4. All data pertaining to the Moberly School District, such as mileage and headcount reports, routing information, etc., shall be the property of the District.
5. Under the terms of this contract, the Vendor agrees to provide equipment and personnel needed to perform the specified transportation service for the three year period beginning with the school year 2026-2027 and ending with the 2028-2029 school year.
6. The vehicles used for transporting students shall meet all the requirements of the Missouri Department of Elementary and Secondary Education and the laws of the State of Missouri at all times. Said vehicles or buses shall be subject to inspection at all times, as to the condition of the buses and overloading, by school officials of the District, law enforcement agencies, or any person designated by the Board of Education to inspect the same. Any vehicle not meeting these requirements shall be immobilized until the requirements have been met.
7. A sufficient number of vehicles shall be operated so as to necessitate no pupil being on the bus route longer than one hour to school or home from school. There may be an exception to the one hour ride time when a student rides a bus that serves multiple schools. Elementary schools shall arrive at school no more than twenty minutes prior to the official starting time for that school. Secondary students shall arrive at school no more than thirty minutes prior to the official starting time for that school. The starting and dismissal time for all schools shall be determined by the District.
8. The Vendor shall provide the transportation herein designated each school day of the school year as established by the District. School closings and show routes for inclement weather shall be determined by school officials with input from the Vendor. The District will have final say on the cancellation of school for inclement weather conditions.
9. The Vendor agrees that sufficient extra buses shall be provided and available in the District in order to meet normal and emergency breakdowns, accommodate shuttles, field and athletic trips, mechanical failures, emergency situations and any supplementary services that may be required by the District. At least one spare bus shall be provided for every eight regular education buses that are used in the daily operation and at least one spare bus shall be provided for special needs/ECSE buses that are used in the daily operation. All spare buses shall be equipped and maintained in the same manner as regular route buses. The Vendor acknowledges and agrees that the fleet or regular route vehicles used in the performance of the contract will be comprised of a combination of 65-passenger, 71-passenger, and 84-88 Transit Coach passenger school buses. An acceptable number of smaller buses will be needed. All buses operated by the Vendor shall be powered by diesel engines, with no route bus older than seven years, and the Vendor agrees to maintain the average age of buses at no more than five years of age.
10. All students shall be provided with a seat on the bus. The number of students transported on any bus shall not exceed the manufacturer's rated capacity for buses transporting elementary school students (K-5). The number of students transported on any bus shall be at least fifteen percent less than the manufacturer's rated capacity for buses transporting students in grades 6-12. The number of students transported on any

bus shall not exceed Missouri Department of Elementary and Secondary Education Guidelines. In all cases, the number of students assigned to ride any bus must be acceptable to the District.

11. The current transportation contractor uses VersaTrans routing program. This software is SIF compliant. The Vendor's transportation software must have a certified SIF agent and the software needs to be SIF compliant. The transportation software must be able to automatically and accurately pull student information from Infinite Campus, the District's student information system, and push back any bus information from their system to Infinite Campus. Provide in your bid response the name of your transportation software and indicate whether it is compliant.
12. The superintendent is recognized as the duly appointed agent of the District in coordinating routes and schedules and in dealing with the Vendor on behalf of the District for purposes of this contract.
13. All routes and schedules must be approved by the District. The District reserves the right to revise routes or schedules at any time during the school year.
14. The Vendor shall have written approval of the superintendent prior to adding a bus once the initial routing has determined the number of buses required to transport eligible students.
15. The Vendor must explain in their proposal how they would minimize the number of substitute drivers who replace route drivers that are assigned to charter routes. Charter routes may include, but are not limited to, extra-curricular events, field trips, athletic events, and other activities that do not relate directly to the daily regular transportation of students between school and home. The District views regular transportation routes as a priority.
16. The Vendor shall furnish the District at the beginning of each school year with typed itineraries of all approved routes before transporting students. The Vendor and the superintendent shall make any necessary changes to the bus routes in order to accommodate the needs of the District. Any route operated without a current route itinerary on file with the District will be subject to non-payment.
17. The Vendor shall furnish each driver with a typed route itinerary that indicates all pick-up locations, times, directions between pick-ups, and school destinations, as well as student names at each designated pick-up point within a time frame mutually agreed upon between the District and the Vendor. A current route itinerary shall be on each bus while transporting students, as well as on file with the District.
18. The Vendor must conduct mandatory practice runs of all routes prior to the beginning of a new school year. All mandatory runs must be complete prior to transporting students on the route. The Vendor shall not be compensated for the practice runs. Practice runs shall be continued until the District is satisfied with the route's timing and efficiency of the route. A penalty equal to the cost of a 65-passenger bus, single route, will be assessed for each practice route not completed.
19. Immediately after the last student gets off the bus at the end of any trip, whether it be unloading students at school, dropping off the last student in the afternoon, unloading students on a field trip, charter, athletic trip, etc., the driver shall walk to the back of the

bus, and check for students and any items remaining on the bus. Please explain in your bid response the methods your company uses for child check.

20. The Vendor must obtain prior approval from the District for any changes in regular transportation to student pick-up times, locations, or routes.
21. Buses shall, at all times, be operated by qualified drivers. The Vendor shall ensure that all drivers meet the following standards:
  - a. Have a good driving record
  - b. Not have any type of conviction related to manufacturing and/or distribution of a controlled substance
  - c. No felony drug conviction
  - d. No misdemeanor drug convictions related to personal use and/or possession unless the conviction is more than five years old
  - e. No felony within the past five years
  - f. No felony that is related to violence
  - g. Not hire anyone with a felony who is still on active supervision or parole
  - h. Possess good mental health and physical health, as shown by approved health certificates
  - i. Exhibit conduct that will be a positive influence on students
  - j. Meet all standards specified in the Missouri State Transportation Laws and Regulations and Standards of the Missouri Department of Elementary and Secondary Education. The Vendor will ensure that all drivers have completed fingerprinting and criminal background checks in accordance with Mo. Rev. Stat. 168.133 and the requirements of the Missouri Department of Elementary and Secondary Education. Including a background check through the Federal Bureau of Investigation's criminal history files, the Missouri Highway Patrol's criminal history database and sexual offender registry, the Family Care Safety Registry (FCSR) or the central registry of child abuse and neglect of the Missouri Children's Division, and Missouri [case.net](#). Background checks on drivers shall be conducted pursuant to Mo. Rev. Stat. 168.133 and conform to the requirements of the National Child Protection Act of 1993, as amended by the Volunteers for Children Act. The Vendor will not employ any drivers whose background check reveals that he/she has exhibited behavior that is violent or harmful to children or adults. The Vendor will also ensure that all drivers complete a Department of Transportation (DOT) physical examination every two years. Additionally, all drivers over the age of 70 shall comply with the yearly skills testing requirements of Missouri Statute 302.272. The Vendor will provide access to all appropriate employee records. The Vendor shall furnish the District with the following information relative to each driver who will be employed in the implementation of the contract and be responsible for keeping current such information:
    - i. Name of driver, to include first, middle initial, and last name
    - ii. Date of birth
    - iii. Driver's permit and license number
    - iv. Normal routing and bus assignment

- v. Latest physical examination test results (including drug screening)
  - vi. Background check results
  - k. All drivers shall drive 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. The Vendor agrees to notify both the Director of Transportation and the principal of the school or school serviced by any bus that is involved in an accident, upset, or an accident involving injury to any person. If the schedule is altered because of an accident, notification shall be made within one-half hour after the accident has occurred.
22. A sufficient number of spare drivers shall be employed to ensure that no bus fails to operate on schedule as a result of driver absences. In no case shall the number of spare drivers be less than one for each ten buses operated, or any portion thereof. The manager and dispatcher shall not be used as spare drivers except in emergency situations, with notification and approval by the District, due to the nature of their duties and the necessity for these employees to remain in the office.

If the manager and dispatcher are used as spare drivers, as approved by the District, the Vendor shall have at least two employees remaining in the office for the purpose of answering the telephone and maintaining radio contact with the drivers.

The District reserves the right to request removal of any employee of the Vendor under this contract, and any driver of questionable habit, skill, or character shall be replaced when requested by the District.

23. The Vendor shall ensure that all drivers have received comprehensive and thorough training, including actual bus driving experience, prior to transporting students. Regular training sessions for all drivers shall be conducted in the areas of safety, discipline on the bus, and emergency procedures. A written description of the driver training program shall be developed by the Vendor and provided to the District. The program must be acceptable to the District.
24. Bus drivers shall be responsible for the maintenance of discipline on buses. Serious and/or continuous disciplinary problems shall be reported to the principal of the school, or his or her designee, in which the student is enrolled. The District may discontinue the right of service for any student for any period of time. Under the circumstances shall transportation be denied to any passenger if such transportation is requested by the District.
25. The Vendor shall supply trained bus monitors when requested by the District to be available for the morning, midday, and afternoon routes. Bus monitors shall be trained to perform the following duties:
- a. Help maintain order loading and unloading students at school.
  - b. Work with the bus driver as a team to maintain discipline and ensure a safe environment on the bus; record and report all inappropriate behavior, injuries, accidents, and incidents involving students.
  - c. Sit at the back of the bus or behind all students on the bus.

- d. Be familiar with transportation policies and procedures.
  - e. Assist students with activities they cannot do themselves, such as fastening seatbelts, securing wheelchairs, and any other special devices.
26. All buses will be equipped with live digital camera systems. All buses shall have live cameras for the purpose of recording while the buses are transporting students. The video must show an accurate date and time. The Vendor shall keep all videos for a minimum of thirty school days; thereafter, the video may be erased or re-used unless the District has submitted a request for a particular video. The Vendor is responsible for supplying all video or repairing and/or replacing all components of the camera system. At no time will a bus operate with students on board without a live digital camera system. It is the District's expectation that the digital camera system only allows designated staff to disarm/disconnect/power off any and all parts of the digital camera system. Also, it is the District's expectation that there are planned/systematic checks done on each camera system to ensure the system is working properly.

The Vendor is responsible for all costs associated with the camera system.

All buses, including special needs/ECSE buses with wheelchair locations must have multiple cameras to ensure adequate coverage.

All camera systems must, at a minimum, include:

- High capacity hard-drive storage of no less than 30 days
- High picture quality and resolution...video must be color
- Secure enclosure accessible to only designated personnel
- On board systems connect with a base station in the Vendor's office(s)
- Electronic copy provided to all schools
- Audio required

27. The Vendor's computers located within our District transportation facility will reside on a separate network from the District at the Vendor's expense. The District phone system will be used for office communications. All programs used by the Vendor will be supported by the Vendor.
28. The Vendor will provide online route maps, or be willing to provide the District with bus route files for the intent of providing online route maps. Ideally, the online maps will be interactive in nature.
29. All buses will be equipped with live GPS. GPS must be capable of, at a minimum, tracking and recording buses' locations, speed, idling time, and any additional measurement that would be beneficial for the safe and timely transportation of students. The system must also have the capability of producing detailed path reports for any and all buses. The GPS software will be installed on computers within the District. The Vendor is responsible for all costs associated with the GPS system.
30. The Vendor will be required to operate off their own FCC license.
31. All buses must be pre-tripped daily. All mechanical problems must be reported to the appropriate personnel. Any bus that may be unsafe to drive must be placed out of

commission until such issues/problems are repaired and the bus is determined safe for travel.

32. All buses shall be maintained in excellent mechanical condition to provide consistently safe transportation. The Vendor shall furnish to the District any and all maintenance records of its buses for inspection at any time. The District shall have the right to inspect any of the buses at any time, and may require the removal of any bus from service that does not meet the performance standards of the District. The District may require that seat belts be installed on any or all buses. Any additional costs for the same shall be negotiated between the parties.
33. The Vendor shall provide, pay for, and maintain in force, policies of insurance protecting both the Vendor and Vendor's employees from liability for bodily injury and property damage arising out of the operation of all buses under this Agreement. Such policy or policies must contain a Missouri endorsement limiting coverage to the statutory limits of \$2,000,000 per occurrence, \$500,000 per individual, but not to limit coverage for the Vendor and individuals. Policy shall include the District, its agents, servants, employees and board members as named insured, and shall provide for a minimum of thirty days' notice to the District prior to any cancellation. The Vendor shall provide certificates of such insurance coverage to the District prior to the commencement of each school year under the Agreement. The Vendor's maintenance of liability insurance shall not be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. 537.600 et seq. Any insurance purchased by the Vendor hereto is not intended to act as a waiver, nor it is a waiver of any defense available to the District and its employees by statute or at common law.
34. The Vendor shall make and furnish such reports as may be required or requested by the District or by the Missouri Department of Elementary and Secondary Education. The Vendor shall provide the District with an accurate roster of eligible riders for every route by the end of the second week of school, which shall be updated at least quarterly. In addition, the Vendor shall provide a list of eligible riders by route and alphabetically to each school one week prior to the first day of summer school and one week prior to the first day of school. This shall include, but not be limited to, an accurate daily record of pupils transported; accurate data required by the Missouri Department of Elementary and Secondary Education for the annual Classification Report and the Application for State Transportation Aid. If, in the sole judgment of the District, unreasonable errors exist in the determination of bus attendance, additional or revised procedures may be required to ensure that an accurate count is taken.
35. During the term of this Agreement, the Vendor will use the permanent transportation facilities of the District located on Gratz Brown Street, Moberly, MO 65270. This shall include fixed facilities such as the permanent building, parking areas, etc. The transportation facility will comfortably house up to 30 buses. The District will provide the building insurance on the facilities. The Vendor shall carry liability insurance related to the facilities. Such policy or policies must contain a Missouri endorsement limiting coverage to the statutory limits for public entities at \$2,000,000 per occurrence, \$500,000 per person individual, but not to limit coverage for the Vendor and individuals. These limits will be adjusted annually per the current statutes of the State of Missouri.

Such policy shall include the District, its agents, servants, employees, and its school board members as named insured.

During the life of this contract, the District will provide maintenance/repair and upkeep of the facilities, including snow removal.

The District will pay the total utilities and telephone costs for the transportation facilities, except that the Vendor shall pay its own cell phone costs. The District will then receive reimbursement for the utility costs. The Vendor shall pay for any damage to the transportation building and facilities of the District and its contents, which occurs as a result of the negligence of the Vendor or its agents or employees during the term of the Agreement.

The District will provide use of the transportation facility as a part of this contract. The District will insure the property under its general liability and property policy. The Vendor shall have full access to the facility and site for use during the term of this contract. Only services for the District and those agreed to by the District may be provided out of this facility.

36. All vehicles operating under this contract shall be equipped with an immediate means of communication to the Vendor's office or base of operations by a two-way radio network system. The wattage power of the base station and the mobile radio units shall be sufficient with 85% operability a distance ten miles beyond the farthest boundary of the school District location.

The Vendor shall provide at least two spare mobile two-way radio units to ensure that communication with each vehicle shall be continuous.

37. The Vendor agrees to employ an office staff consisting of at least the following personnel:
- a. A full-time resident manager who shall be a person experienced and qualified in school district transportation.
  - b. Adequate secretarial/clerical support.
  - c. Certified Safety Coordinator.
38. The District believes the service provided to students and families is best when the drivers and staff of the Vendor are generally satisfied with their compensation and benefit packages. Please provide a description of driver and staff starting pay and benefits. Please explain your benefits and provide copies of any compensation schedules and contracts expected to be utilized under this Agreement. Examples: bonuses, insurance, paid holidays/vacation, retirement packages, etc.
39. The Vendor will be responsible for the supply and upkeep of all car seats, harnesses/restraint systems mandated by Federal, State, or Local law and/or requested by the District.
40. The District shall purchase all fuel necessary for the operation of the buses.

41. If through any cause, the Vendor shall fail to fulfill in a timely and proper manner under this Agreement, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, the District shall thereupon have the right to immediate termination of this Agreement for cause by giving written notice of the cause to the Vendor at least thirty days prior to the effective termination date. In that event, the Vendor shall be entitled to receive just and equitable compensation for any services satisfactorily completed prior to termination. Notwithstanding the above, the Vendor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by the Vendor, and the District may withhold any payments to the Vendor until such time as the exact amount of damage due to the District from the Vendor is determined.
42. The following is a schedule explaining how the District may collect liquidated damages.
- a. The District may assess liquidated damages in the amount of 100% of the price for a daily route (AM & PM) for each of the following deficiencies:
    - i. Missed route – Route not run or combined (“doubled up”) with another route.
    - ii. Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment).
    - iii. An unattended child left on the bus.
    - iv. Running out of fuel while on route.
    - v. Driver operating without the use of a seat belt.
    - vi. Failure to secure a student as required by an IEP.
    - vii. Unreported accident with students on board.
    - viii. Intentional operation of an overloaded bus. (Overload equals greater number than the manufacturer’s capacity.
  - b. The District may assess liquidated damages in the amount of 75% of the price for a daily route (AM & PM) for each of the following deficiencies:
    - i. Late bus – Arriving at school late 21 minutes or more. (Circumstances must be within the Contractor’s control.)
    - ii. Failure to meet assigned equipment size requirements for the route.
  - c. The District may assess liquidated damages in the amount of 50% of the price for a daily route (AM & PM) for each of the following deficiencies:
    - i. Unauthorized deviations from the route.
    - ii. Unauthorized stops.
    - iii. Late bus – Arriving at school ten minutes to 20 minutes late. (Circumstances must be within the Contractor’s control.)
    - iv. Inoperable lift on special needs buses. (Damaged prior to dispatch)
    - v. Inoperable radio on bus. (Damaged prior to dispatch or turned off by the driver)
  - d. The District may assess liquidated damages in the amount of 25% of the price for a daily route (AM & PM) for each of the following deficiencies:
    - i. Equipment age infraction.
    - ii. Operating equipment without the proper route number identification.

43. During the term of this Agreement, the Vendor shall credit the District 50% of the reduced reimbursement as a result of transportation inefficiency, which is reported as the "calculated efficiency adjustment factor" on the Missouri Application for State Transportation Aid, when the inefficiency is agreed to be related to systems and procedures of the Vendor. Decisions made by the District which result in a negative impact on the efficiency factor will not be assessed against the Vendor. An efficiency factor of greater than 104% reduces state aid reimbursement by the percentage above 104%. This calculation is figured using last year's DESE Missouri Application for State Transportation Aid.

## **BID FORM**

### **MOBERLY SCHOOL DISTRICT BASIC TRANSPORTATION SERVICES**

#### DAILY RATE PER BUS

	<u>% Increase Each Year from Prior Year</u>				
	Firm Price <u>2026-27</u>	Firm Price <u>2027-28</u>	Firm Price <u>2028-29</u>	Not to Exceed % <u>2029-30</u>	Not to Exceed % <u>2030-31</u>
<b><u>BUS</u></b>					
<b><u>DESCRIPTION</u></b>					
Regular Double Routes	\$ _____	\$ _____	\$ _____	_____ %	_____ %
Double Spec. Ed. Routes	\$ _____	\$ _____	\$ _____	_____ %	_____ %
Summer School	\$ _____	\$ _____	\$ _____	_____ %	_____ %
HS Alt. to Tech School	\$ _____	\$ _____	\$ _____	_____ %	_____ %
Gifted	\$ _____	\$ _____	\$ _____	_____ %	_____ %
Activity Routes	\$ _____	\$ _____	\$ _____	_____ %	_____ %
Bus Monitor*	\$ _____	\$ _____	\$ _____	_____ %	_____ %

\* As Requested

Submitted By: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_