

REQUEST FOR PROPOSAL

Student Transportation Services

Sedalia School District #200 is seeking and will receive sealed proposals for Student Transportation Services at the District office located at 1700 South Lafayette Avenue, Sedalia, Missouri, until 10:30 a.m. January 12, 2027. Electronic proposals will not be accepted. Only sealed proposals will be accepted. Late proposals will be rejected, unopened, and returned. Proposals shall be submitted in full compliance with the terms and conditions of this RFP. See details and requirements below.

Proposals will be opened and read aloud at **10:30 a.m. on January 12, 2027.**

The Sedalia School District #200 Board of Education reserves the right to reject any and all proposals, or to waive any informalities, irregularities, or technicalities in any proposal, should it deem to be in the best interest of the district to do so. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Sedalia School District #200 Board of Education.

The Contractor selected by the Board of Education will be required to execute a written contract acceptable to the Board of Education, and failure to do so shall render any proposal or award null and void and the District may elect to reinstate the process of seeking a provider. The terms of this RFP shall be deemed incorporated in the contract. Should there be a contradiction between the proposal submitted by the contractor and the contract, the terms and conditions as stated in the contract shall prevail.

Pre-Proposal Conference

Student Transportation Services

A pre-proposal conference concerning student transportation services for Sedalia School District #200 will be held on **December 8, 2026 at 10:30 a.m.** at the district office located at 1700 South Lafayette, Sedalia, Missouri. All vendors submitting a proposal must attend the pre-proposal conference. The function of the pre-proposal conference will be to review proposal specifications and answer vendors' questions.

Vendors are encouraged to submit questions prior to the pre-proposal conference. These questions can be emailed, or by phone. Vendors also will be allowed to submit additional questions at the pre-proposal conference and following the pre-proposal conference until **December 11, 2026 10:30 a.m.**

Sedalia School District #200 Contact:

Chris Pyle, Assistant Superintendent
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1700 South Lafayette, Sedalia, MO 65301

SPECIFICATIONS & GENERAL CONDITIONS TO VENDORS

1. Information and Needs

Sedalia School District #200 is seeking proposals from qualified vendors for a five (5) year contract for STUDENT TRANSPORTATION SERVICES. Proposals should be submitted for a five-year period, encompassing the 2027-2028, 2028-2029, 2029-2030, 2030-2031, and 2031-2032 school years and subject to annual approval by the School Board, with optional extensions (exercisable at the option of the District) for the 2033-2034 and 2034-2035 school years. Vendors shall provide a firm price for years one and two of the contract and a not-to-exceed percentage increase for years three through five and any extensions. Pricing must be shown on the enclosed proposal forms.

The District encompasses approximately 85 square miles in Pettis County, Missouri. The District has 1 high school, 1 junior high, 1 middle school, 5 elementary school (s) and 1 early childhood center with an approximate student population of 5200. Approximately 2500 of these students ride school buses.

Although the District has made an attempt to provide accurate and up-to-date information, the District does not warrant or represent that such information is accurate or complete or reflects all relationships or existing conditions related to this RFP.

2. Proposal Submission & Requirements

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

- **PROPOSAL FOR STUDENT TRANSPORTATION SERVICES**
- **Name and Address of Vendor**
- **Date and Time Due- January 12, 2027 10:30 a.m.**

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

Proposals should be submitted on the premise that the district intends to contract as a single unit, and that the proposal must be acceptable to the Sedalia School District #200 Board of Education.

Any explanation or statement which the vendor wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached. Unless the vendor so indicates, it is understood that the vendor is in strict accordance with the specification requirements.

While the financial responsibility of the vendor is a significant concern, the Sedalia School District #200 Board of Education is equally concerned with the proven ability of the vendor to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

3. Bonds

Bid bond

Proposals must be accompanied by a proposal or bid bond in the amount of five percent (5%) of the regular route cost for one year. For contractors not selected, bonds will be returned concurrent with the proposal award selection. For the contractor who is selected, the bid bond will be returned when the contract with the District is fully executed and any required performance bond is provided to the District by such contractor.

Performance bond

The Sedalia School District #200 Board of Education reserves the right to require, from the successful contractor, a performance bond for the period of the contract, in the amount of 100 percent of the regular route cost. Upon such requirement, the bond shall be filed with the Sedalia School District #200 treasurer on or before the beginning of each contract year. The bond shall be placed with a surety company having a policyholder rating not lower than A- and a financial rating not lower than **Class VII** in the current edition of Best's Insurance Guide. At the sole and absolute discretion of the Sedalia School District #200 Board of Education, if the Board in its discretion determines that a performance bond is not required due to the financial condition of the selected contractor, the bond may be waived for all or part of the contract term.

To assist in proposal comparisons, do not include the cost of a performance bond in your base pricing, but do show the annual cost of the performance bond as a separate line item on the proposal form.

4. Vehicle Ownership, Qualifications and Vendor Responsibility Regarding Proposal

The contractor will be required to furnish all vehicles and equipment, supplies and materials needed to operate the vehicles and provide the services contemplated by this RFP and the proposal shall be based on the premise that the Sedalia School District #200 will not be responsible for financing, holding title to, or licensing vehicles.

Proposals are limited to contractors with at least five (5) years of experience providing pupil transportation for school districts with similar-size transportation operations and with demonstrated ability in launching operations of this scope.

Current route numbers are provided in the proposal form attached to this RFP; however, the number may change dependent on the number of students and/or changes in the locations of student residences. All figures given for passengers, routes, or lengths of routes are based on data available for the 2026-2027 school year. The minimum charge for regular routes will be for 160-170 days of service. The District makes no guarantee or any other assurance to the contractor of the number of students within the District who will be or may become passengers or the number of routes to be run by the contractor.

Vendors must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for proposals will be entertained from either party. All proposals shall be deemed final, conclusive, and irrevocable and no proposals shall be subject to correction or amendment for any error or miscalculation.

5. Financial & Organizational Submissions

Vendors must include with their proposal an audited financial report for the three (3) most recent fiscal years. In addition, each proposal shall also be accompanied by:

- A description of its present operations and a list of outstanding transportation contracts including the number of school buses used and the first year that transportation services were furnished.
- The corporate or individual history of the vendor.
- A resume summarizing the experience and qualifications of the contract manager who will be primarily responsible for the performance of the contract, or if the contract manager has not been identified or hired, the qualifications necessary to fill the position.
- An organizational chart showing the staffing and lines of authority of key personnel to be used in performing the contract.
- A complete list (as it relates to student transportation) of any contract terminations for default, any work stoppages, and any litigations or settlements in the past five years with a client or previous client.
- A summary by narrative, brochure, chart, or other means showing the vendor's special qualifications and philosophy which may give the vendor the ability to satisfy all proposal requirements.

6. Compliance & Subcontracting

The vendor shall at all times observe and comply with all laws, ordinances, regulations, and codes of the federal, state, county, and other local government agencies, which may in any manner affect the performance of the contract, and in particular, such laws pertaining to school bus transportation and safety under applicable law. This includes, without limitation, all requirements imposed by the Missouri Department of Elementary and Secondary Education, the Missouri State Board of Education, and the Missouri Minimum Standards for School Buses as well as the U.S. Department of Transportation. The contractor, in performing under this contract, shall not discriminate against any worker, employee, or applicant, or any member of the public

because of race, creed, color, age, sex, or national origin, nor otherwise commit an unfair or illegal employment practice.

No contract shall be assigned or any part of the same subcontracted without the prior written consent of the Sedalia School District #200 Board of Education, which may be granted or withheld in the District's sole discretion. All subcontractors must comply with all terms and conditions of the contract. In no case shall such consent relieve the contractor from its obligations, or change the terms of the contract.

Contractors shall submit a proposal on all routes in connection with these specifications. It is unacceptable to Sedalia School District #200 Board of Education for the company to subcontract any portion of the routes to other contractors other than as provided in the previous paragraph.

7. Equipment Standards & Maintenance

Contractor shall maintain all equipment solely at their cost used in the transportation of students in accordance with laws and regulations of the State of Missouri regarding school buses, and such equipment shall be maintained in good mechanical order at all times to pass Missouri State School Bus inspection. Buses must meet or exceed Federal Motor Vehicle Safety Standards for School Buses and the Missouri Minimum Standards for School Buses. Buses shall be kept in clean and sanitary condition and open to examination of the Sedalia School District #200 at all times. Before being placed in service, each bus shall have passed all inspections required by applicable law, and it shall be the responsibility of the contractor to maintain all school buses in a safe and proper mechanical condition so that the services required under the contract are provided without interruption. Maintenance records shall be maintained and available to the District upon request. The contractor shall pay for all inspections, fees and licenses required for the operation of the buses and shall pay all taxes imposed because of ownership of transportation equipment or the operations of its transportation services.

Contractor shall submit a description of the equipment which they propose to use in carrying out the contract prior to the beginning of the school term including year, model, capacity, and fuel type. It is understood that all equipment shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the contractor fails at any time to comply in whole or in part during the term of the contract, it shall be replaced by the contractor without expense to Sedalia School District #200 and without claims for adjustment per diem, or per trip, compensation.

All buses or vehicles provided by the contractor will be air-conditioned and shall be owned by the contractor. A minimum of five (5) trip buses and drivers two (2) standby buses and drivers meeting the same specifications of the route buses, shall be available on-site to provide extra-curricular service and to be used in the event any buses regularly transporting students shall be inoperable.

At any and all times during the life of this contract, the average age of the bus fleet will not exceed eight (8) years, and the maximum allowable age for any single vehicle is ten (10) years

old. All buses, including spares, will be diesel or gasoline powered. Two-way radios will be provided by the contractor. These radios must have a capacity sufficient to maintain contact with the bus terminal at all route points. A digital video/audio system minimum of 3 cameras per bus will be provided and maintained by the contractor. No fewer than 100% of all buses will have digital/audio video systems. Recordings will be the District's property.

The contractor agrees that before any school buses are used for transportation, the driver or designee shall inspect same carefully for defects, and remedy any defects before using said vehicles.

Routing software and technology solutions (GPS/route mapping) utilized by the contractor must fully integrate with district student data systems or be provided as part of the operational package.

8. Contractor Indemnification Obligation

Contractor shall indemnify, defend, and hold harmless the District, its Board of Education, officers, employees, affiliates, agents, and representatives from any and all claims, damages, losses, liabilities, or expenses (including attorney's fees) to the extent caused by the negligent acts, errors, omissions, recklessness, willful misconduct, or violation of law by the Contractor, its officers, employees, contractors, volunteers, agents, or anyone for whom the Contractor is legally responsible, including without limitation the following.

- (1) Acts or omissions of the Contractor's services, staff, contractors, or volunteers;
- (2) Any injury to Contractor's employees, volunteers, or other parties retained in connection with this agreement;
- (3) Any partial or full negligence or willful misconduct of Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable;
- (4) Any bodily injury, sickness, disease, death, or destruction of tangible property;
- (5) Any claim of sexual abuse, molestation, or inappropriate conduct involving Contractor's officers, employees, contractors, or agents;
- (6) Any breach of the Agreement by Contractor; or
- (7) Any violation of law by Contractor, its officers, employees, contractors, or agents.

It is understood and agreed by the Contractor that Sedalia School District #200 assumes no liability for the actions, omissions, or performance of the Contractor or its personnel.

Contractor's indemnification obligation shall survive the termination or expiration of the Agreement between the parties. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the parties herein. The Agreement is not intended to create any rights of a third-party beneficiary.

9. Collusive Proposals

The vendor certifies that the proposal submitted is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, that it has not engaged in actions intended to restrict competition, and that the proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

10. Personnel Requirements

Transportation vehicles shall not be operated by anyone other than a person holding the required license issued in accordance with applicable federal and state laws (including all necessary school bus endorsements per Missouri law) and have a good driving record as verified by a license check with the Missouri Department of Revenue. The Contractor shall verify each driving record by the first day of each semester. Drivers shall at all times comply with the motor vehicle laws of the state and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports at the request of Sedalia School District #200.

It is recognized that, for the protection of the students, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. The responsibility for hiring and discharging personnel shall rest upon the contractor with final approval provided by the Sedalia School District #200. The Sedalia School District #200 shall have the right to request dismissal of any driver who in the District's opinion is not suitable to operate a bus.

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

The contractor will provide three (3) dedicated leadership positions, a full-time, on-site contract director/manager, assistant manager, and a supervisor of operations. To ensure continuity of operations, Sedalia School District #200 reserves the right to approve or disapprove contractor's candidates for these three leadership roles. The contractor shall agree that any change it makes during the term of the contract must be equal or better than the person being replaced as judged by education, qualifications and experience. The District reserves the right to approve such leadership personnel at any time during the life of the contract. The contractor will provide a full-time, on-site mechanic/technician for bus repair and/or maintenance during route hours.

To promote continuity of transportation services and provide an orderly transition between service providers, the successful contractor shall provide each individual who, immediately prior to commencement of the contract, is employed by the District's incumbent transportation provider and regularly assigned to provide transportation services for the District a reasonable opportunity to apply for available employment with contractor in connection with the services. Contractor shall give timely consideration to each such incumbent employee who applies. Prospective contractors are advised that employees of the current transportation provider may be

represented for purposes of collective bargaining. Each proposer is solely responsible for conducting such due diligence as it considers appropriate considering the existing workforce and for determining any labor or employment obligations that may apply to the proposer if awarded the contract.

Nothing in this RFP shall obligate the successful Contractor to adopt or assume any collective bargaining agreement, compensation arrangement, benefit plan, seniority system, accrued leave, or other employment term or obligation of the existing provider, except to the extent required by applicable law.

Further nothing in the RFP shall obligate the successful Contractor to hire any particular individual or prohibit Contractor from applying its lawful and generally applicable employment standards and hiring criteria. All applicants must satisfy Contractor's applicable qualifications and all federal, state, and local requirements applicable to the position, including any licensing, certification, background-check, physical qualification, drug- and alcohol-testing, driving-record, and safety requirements applicable to school transportation personnel.

Contractor shall have sole responsibility and discretion for interviewing, selecting, hiring, assigning, compensating, supervising, disciplining, and terminating its employees, and for establishing their terms and conditions of employment, subject to applicable law and the requirements of the Contract. the District shall not direct or control Contractor's decision; provided, the District may require Contractor to remove an individual from providing services the District when the District reasonably determines that the individual does not satisfy the requirements of the Contract, applicable law, District policy, or student-safety requirements. Any decision regarding the individuals continued employment by Contractor shall remain exclusively with Contractor. Nothing in this RFP or the resulting contract is intended to create an employment or joint-employment relationship between the District and contractor's employees or applicants for employment.

11. Safety Program

The contractor shall plan and administer a safety program in conformance with state laws and regulations. As to drivers, these requirements are in addition to the requirements set forth elsewhere in this RFP. The safety program must include, but is not limited to, the following:

Bus Drivers:

- All driver applicants must meet all requirements as required by the State of Missouri.
- All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
- All drivers must be reviewed after ninety (90) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, and safety.
- The contractor shall investigate the driver's criminal record and motor vehicle record (MVR) with the State of Missouri prior to hiring and provide the same to District. MVR checks shall be conducted and provided at least every twelve (12) months thereafter.

- Drivers shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.
- Contractor shall implement and maintain random drug/alcohol testing per state and federal DOT regulations.
- A safety program for personnel will be conducted each month to meet state requirements.
- Contractor shall ensure that all drivers possess the licenses, endorsements, training, certifications, background checks, drug and alcohol training, physical examinations, and qualifications required by applicable federal and state law and District policy. Contractor shall be solely responsible for compliance with all state and federal regulations and student transportation safety requirements.
- The District shall obtain and provide the criminal history record for each driver. The District shall conduct a fingerprint based criminal background check and a family care/child abuse/neglect safety registry check on each driver. Any driver that the District does not approve of based on any such record or check shall not be permitted to provide services hereunder; and in no event shall Contractor employ or retain any registered sex offender.
- Contractor shall notify the District in the event that any of its personnel performing services under this Agreement is (1) arrested for; or (2) is convicted of or (3) pleads guilty or no contest/nolo contendere to; or (4) enters an Alford Plea to; or (5) receives a suspended-imposition-of sentence or probation for any misdemeanor or felony violation of the law or ordinance of the federal government, any state and/or any municipality. Traffic offenses occurring while the personnel are off-duty, and where the fine is under \$250, need not be reported. However, all alcohol and/or drug-related offenses must be reported, regardless of the amount of the fine.

Students:

- The contractor must assist and participate with Sedalia School District #200 in providing safety programs as needed for their students.
- All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as a prime concern.
- Contractor must provide training to the students of Sedalia School District #200 on proper boarding, unloading, bus riding procedures, and evacuation procedures at least twice per year.
- The bus driver must continually monitor the behavior of all students to ensure that safe bus riding procedures are followed. If not, Sedalia School District #200 must be notified immediately.
- The contractor agrees the school administrators may, from time to time, ride a bus or otherwise observe the general operation of the bus service.

12. Insurance

Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in the State of Missouri, comprehensive general liability and comprehensive automobile liability in minimum amounts of insurance as follows:

(a) Insurance Company Rating. All insurance coverage must be underwritten by insurance companies rated A- VII or higher by A.M. Best and authorized to transact insurance in Missouri. Self-insured retentions must be disclosed and approved by the District. The Contractor is responsible for paying all deductibles and Self-insured retentions.

(b) Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance on an occurrence basis for bodily injury and property damage that may arise or result from your operation under this agreement whether performed by Contractor, its personnel or a contractor, agent, or volunteer engaged or used by Contractor. in carrying out this agreement. Limits shall be written at the following minimum limits:

- (1) General Aggregate: \$2,000,000
- (2) Products/Completed Operations Aggregate: \$2,000,000
- (3) Each Occurrence: \$1,000,000
- (4) Personal and Advertising Injury: \$1,000,000

- Include coverage for contractual liability as broad as what is found on an ISO GL form GG 00 01 or an equivalent form.

(c) Abuse/Molestation Liability Insurance. Contractor shall maintain abuse/molestation liability insurance (limits may be accomplished through excess/umbrella policy) on a claims-made or occurrence basis with the following minimum limits:

- (1) Aggregate: \$2,000,000
- (2) Each Occurrence: \$1,000,000

- Defense should be outside the limits of liability unless approved by the district.
- Contractor shall maintain sexual abuse and molestation liability coverage applicable to claims arising from actual or alleged abuse, molestation, exploitation, grooming, or other inappropriate sexual conduct by Contractor personnel. Coverage may be provided through a separate policy or a specifically endorsed professional liability or commercial general liability policy, provided the required coverage is not excluded and the applicable limit is separately identified.
- If Sexual Abuse and Molestation Liability Insurance is written on a claims-made basis, Contractor shall maintain such coverage or an extended reporting period endorsement for a minimum of five (5) years following termination of this Agreement.

(d) Automobile Liability for all hired, owned and non-owned vehicles with limits of not less than \$1,000,000, if applicable to this agreement.

(e) Professional Liability Insurance. Contractor shall maintain professional liability

insurance-on a claims-made or each claim with the following minimum limits. If written on a claims-made form, coverage must be maintained a minimum of five (5) years after the expiration of this agreement. The retroactive date should apply prior to the start of this agreement.

(1) Aggregate: \$2,000,000

(2) Each Occurrence: \$1,000,000

- Defense should be outside the limits of liability unless approved by the district.

(f) Workers' Compensation and Employer's Liability. Contractor shall maintain workers' compensation and employer's liability insurance covering all employees, contractors, and volunteers used in connection with this agreement with the following minimum limits:

(1) Workers' Compensation: Statutory limits for the State of Missouri

(2) Employer's Liability – Each Accident: \$1,000,000

(3) Disease – Each Employee: \$1,000,000

(4) Disease – Policy Limit: \$1,000,000

(g) Excess Liability/Umbrella Insurance. Contractor shall maintain excess liability/umbrella insurance over General Liability, Auto Liability Sexual Abuse and Molestation & Employer's Liability on an occurrence basis with the following minimum limits. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance.

(1) General Aggregate: \$10,000,000

(2) Each Occurrence: \$10,000,000

(h) Cyber/Privacy Liability: Limits of not less than \$1,000,000

(i) Additional Insured and Endorsement Requirements. General Liability, Automobile Liability, Umbrella & Cyber (excludes Workers' Compensation & Professional Liability) shall include the following:

(1) District, its directors, officers, Board of Education, representatives, agents, employees and volunteers shall be named as Additional Insured individually and severally on a primary and non-contributory basis;

(2) Endorsement of severability or separation of insured;

(3) Waiver of subrogation endorsed onto the policy in favor of the additional insureds; and

(4) all subcontractors are required to carry equivalent insurance or to be insured on the Contractor's policies

(j) Certificate of Insurance. A certificate of insurance showing compliance with all required insurance coverage, limits, and endorsements must be submitted to the District before

work or service begins. Failure to submit the required evidence of insurance may delay entrance onto District premises and/or commencement of services. The certificate shall include: Verification of all coverage limits required herein;

- Verification that District is named as an additional insured on a primary and non-contributory basis;
- Verification of waiver of subrogation in favor of District; and
- A provision requiring the insurer to provide District with at least thirty (30) days' written notice prior to cancellation, modification, or non-renewal of any policy. If not available, the Contractor will be obligated to provide notice.

(k) Renewal and Replacement Insurance. Contractor must provide proof of replacement insurance at a minimum of ten (10) calendar days in advance of expiration of any required insurance. Failure to provide such proof of insurance may result in immediate suspension of services until such proof of replacement insurance is received.

- All coverages required above shall be primary and non-contributory with respect to any insurance maintained by the District. The Contractor shall obtain a waiver of subrogation in favor of the District under all policies outlined above where permitted by law. The coverage types and limits outlined above are minimum requirements and in no way limit the liability of the Contractor. The District reserves the right to amend the required insurance coverage based on the type and hazard of the services provided as well as other factors specific to the operations being performed. The District also reserves the right to require complete, certified copies of all required insurance policies including endorsements effecting the coverage required by these specifications at any time. Each insurance company shall agree not to terminate their coverage without thirty (30) days written notice to the District and to include this clause in the insurance policy and in the certificate of insurance.

13. Routes and Schedules

The Sedalia School District #200 will work with the contractor to develop a complete listing of eligible passengers. The Sedalia School District #200 Board of Education will make available to the contractor a listing of board-approved guidelines for pupil transportation within the district.

Writing of the school bus routes shall be the responsibility of the contractor. Routes developed by the contractor are to be completed by Aug. 15 of each year of the contract and forwarded to the Sedalia School District #200 Board of Education for approval. Routes will indicate a route number, all stop locations, and start time for the route. The Sedalia School District #200 will cooperate with the contractor by approving the routes or suggesting needed changes in a reasonable and timely manner.

Conflicts regarding eligibility of riders and stop locations will be decided by the Sedalia School District #200 Board of Education or its designee. The contractor agrees to abide by all decisions of the Sedalia School District #200 Board of Education in this area.

All schedules shall be in keeping with the safety to students so as to deliver students within a reasonable time (10 minutes) {excluding transfer students} prior to the start of school and so as to deliver them to their respective stops within a reasonable time (75 minutes) after the final loading and departure of the bus. (Special route buses (Loftus) excluded).

The contractor and the Sedalia School District #200 Board of Education will jointly formulate a plan to publish approved routes on a yearly basis. Any costs associated with this publication will be paid for by the District.

14. Required Records

The contractor shall maintain and provide to the Sedalia School District #200 complete and accurate records of all trips provided and all miles traveled under this contract, all disciplinary actions, the October and February ridership lists required by the Missouri Department of Elementary and Secondary Education, all accident and insurance reports as may be required by the District and such other reports the Sedalia School District #200 may request and/or such other reports which may be required under all applicable laws.

15. Emergency Cancellation of Transportation

The contractor will follow the Sedalia School District #200 procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses.

16. Liquidated Damages; Cancellation

Liquidated Damages. The District may assess a **dollar penalty per incident** (as set forth by District in the contract) for documented failures to perform required transportation services, including missed routes or trips, unauthorized stops, failure to follow approved routes, failure to timely communicate service interruptions, and other material service failures identified in the Contract. The District may deduct assessed amounts from sums otherwise due to the Contractor. Liquidated damages are intended as a reasonable estimate of damages and are **not an exclusive remedy**.

Cancellation

In the event that the contractor shall violate any of the covenants or duties imposed upon by this agreement, and such violation is not cured within twenty (20) days after notice to the contractor of same, such violation shall entitle the Sedalia School District #200 to terminate this agreement.

17. Contractor Not an Agent

The contractor shall not be held or deemed in any way to be an agent, employee, or official of Sedalia School District #200, but rather an independent contractor furnishing transportation services to Sedalia School District #200.

18. Supervision of Loading and Unloading Students

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

19. Student Management

Rules and regulations regarding bus passenger discipline shall be given to each student and to the contractor by Sedalia School District #200. It is understood that the District reserves the sole right to make decisions concerning student disciplinary problems, suspensions, expulsions or any other disciplinary action as deemed appropriate by the District. Bus drivers shall be responsible for maintaining discipline on buses. The District may request a discontinuance of the right to service for any student for any period of time and such a request is rescindable only by the District. Under no circumstances shall the contractor or any of its employees refuse service to any passengers on whose behalf the District has requested transportation services. When a passenger causes an undesirable situation on any bus, the driver shall report the passenger's name and/or description of the situation to his/her supervisor, who shall, no later than the following day, turn in a report to the appropriate Sedalia School District #200 administrator. All vandalism damages to the contractor's equipment or facilities will be the responsibility of the contractor; however, Sedalia School District #200 will assist the contractor in receiving restitution for damaged equipment.

20. Operating Expense

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

21. Driver Compensation

The contractor will be required to meet the following as a minimum standard for driver compensation to employees transporting students for Sedalia School District #200:

- Minimum wage for school routes will be **\$21.74 per hour** guaranteed 4 hours per day for 160-170 days.
- Minimum wage for school charter trips will be at route pay.
- Minimum wage for school bus monitors will be **\$18.00 hourly**.
- An annual safety/attendance stipend for school bus drivers who meet safety requirements.
- Benefits package which could include: medical and dental plan, life insurance, accidental death & dismemberment insurance, retirement/savings plan (401K), tuition reimbursement, credit union, and company stock purchase plan.

22. Fuel & Additive

The Sedalia School District #200 shall pay for fuel and additive for the operation of the buses under this contract. Buses will be taken to a local (designated) fuel station(s) when possible and filled with fuel. All buses provided by the contractor for service under this contract must be powered by diesel or gasoline engines.

23. In-District Location

The contractor will utilize the in-district facility/shop for bus storage and maintenance located at 3507 South Park, Sedalia MO 65301.

24. Sliding Scale

The price for regular route bus service is based on 24 regular bus routes, 4 special needs buses (3 of which will have a minimum of 2 wheelchair capacity) route, and 4 bus routes for the Early Childhood/Special Education (Loftus). Should a change in service increase or decrease by more than two buses, a sliding scale shall be used to determine the new rate for regular route bus service. The contractor and Sedalia School District #200 will agree on the scale to be implemented within thirty (30) days of the contract award.

- Price of additional buses (per bus): \$ _____
- Price of decreasing buses (per bus): \$ _____

Contract to be reviewed and confirmed annually by the Sedalia School District #200 Board of Education.

25. Missouri Related Requirements. Contractor shall provide such Everify compliance documentation and Anti-Discrimination against Israel certification as required by state law and the District. The contract shall be governed by and construed in accordance with Missouri law without regard to conflicts of laws principles. The sole venue for any dispute shall be any court of competent jurisdiction located in Pettis County, Missouri.

26. Data Privacy and Security. Contractor shall use District data and student information (collectively, "Private Data") solely for the purpose of performing its services under the contract and for no other purpose. Contractor shall not sell, disclose, mine or otherwise use Private Data except as expressly authorized in writing by District. Contractor shall maintain reasonable administrative technical and physical safeguards to protect Private Data from unauthorized access, use, disclosure, alteration or destruction. Contractor shall ensure that all providers and agents with access to Private Data are bound by written obligations at least as protective as the foregoing. Contractor shall notify the District no later than 24 hours after discovery of any actual or reasonably suspected unauthorized access to, acquisition of or disclosure of or loss of Private Data. Contractor shall promptly investigate the incident, mitigate harm, cooperate fully with the District and bear costs arising from Contractor's acts or omissions. Upon expiration or

termination of the Agreement, Contractor shall return or securely destroy Private Data as directed by the District.

PROPOSAL FORM

BASIC TRANSPORTATION SERVICE

DAILY RATE PER BUS

Percentage Increase Each Year from Previous Year

<u>BUS DESCRIPTION</u>	<u>Current Routes</u>	<u>Firm Price 2027-28</u>	<u>Firm Price 2028-29</u>	<u>Not to exceed % 2029-30</u>	<u>Not to exceed % 2030-31</u>	<u>Not to exceed % 2031-32</u>
54 to 71 Passenger Early Childhood Bus (Inside city limits)	4	\$ _____	\$ _____	_____ %	_____ %	_____ %
(Outside city limits)		\$ _____	\$ _____	_____ %	_____ %	_____ %
71 (or greater) Passenger Bus Double Route	19	\$ _____	\$ _____	_____ %	_____ %	_____ %
84 Passenger Double Route	5	\$ _____	\$ _____	_____ %	_____ %	_____ %
Bus with Wheel Chair Lift (3 with lift)	4	\$ _____	\$ _____	_____ %	_____ %	_____ %
Shuttle Bus Vocational Education	1	\$ _____	\$ _____	_____ %	_____ %	_____ %
Bus Monitor Up to 4 to be requested	4	\$ _____	\$ _____	_____ %	_____ %	_____ %
Sub Buses (including, 1 84 passenger)	7	\$ _____	\$ _____	_____ %	_____ %	_____ %
Driver only driving District-owned buses (Per hour)		\$ _____	\$ _____	_____ %	_____ %	_____ %
After School Programs	3	\$ _____	\$ _____	_____ %	_____ %	_____ %
Triple Route Charge – If a current double route has an additional Tier (3 rd tier) added to it.						
		\$ _____	\$ _____	_____ %	_____ %	_____ %

SUPPLEMENTAL TRANSPORTATION SERVICE

(RATES QUOTED ARE HOURLY INCLUDING DRIVER COST)

		<u>Percentage Increase Each Year from Previous Year</u>			
	<u>Firm Price</u> <u>2027-28</u>	<u>Firm Price</u> <u>2028-29</u>	<u>Not to</u> <u>exceed %</u> <u>2029-30</u>	<u>Not to</u> <u>exceed %</u> <u>2030-31</u>	<u>Not to</u> <u>exceed %</u> <u>2031--32</u>
1. Provide transportation for Students with the Sedalia School District #200 of no more than eight miles one way outside the school district for programs related to curricular or extra- curricular activities. (In-town trips)					
ACTIVITY TRIPS	\$_____	\$_____	_____%	_____%	_____%
2. Provide transportation for students on trips more than eight miles one way outside the Sedalia School District #200. (Out of town trips)	\$_____	\$_____	_____%	_____%	_____%
3. Provide transportation to and from school for students attending summer school, if such transportation service is requested by the district.					
EARLY CHILDHOOD	\$_____	\$_____	_____%	_____%	_____%
BUS WITH WHEEL CHAIR LIFT	\$_____	\$_____	_____%	_____%	_____%
SPECIAL NEEDS (w/ monitors)	\$_____	\$_____	_____%	_____%	_____%
SPECIAL NEEDS (<u>without</u> monitors)	\$_____	\$_____	_____%	_____%	_____%
BASIC TRANSPORTATION	\$_____	\$_____	_____%	_____%	_____%

PROPOSAL FORM

INDIVIDUALLY CONTRACTED TRANSPORTATION SERVICE

COST PER SEMESTER

Provide transportation on a fee basis for students not eligible for transportation at district expense. Arrangements for this service to be made directly with the contractor by those desiring the service. The transportation is to be provided if requested by parents, but only in those cases where the number of pupils and the routes of travel involved justify such arrangement. Pay ridership from contracted services shall not subject the school district to add additional routes.

Cost per Semester: \$ _____

VENDOR INFORMATION & SIGNATURE

Submitted by: _____

Date: _____

Vendor/Firm Name: _____

Address: _____

By (Print Name): _____

Title: _____

Telephone: _____

Email: _____

PROPOSAL QUESTIONNAIRE

1. **Number of years your company has been in business as a transportation contractor:**

2. **Size of Fleet operated by your company:**

- 2022-23: _____
- 2023-24: _____
- 2024-25: _____
- 2025-26: _____
- 2026-27: _____

3. **Number of contracts presently holding:** _____

4. **References:** Please list three references that can be contacted where you have provided services (preferably district of size comparable to Sedalia School District #200 / 5,100 students):

○ **Reference 1:**

▪ Name of District: _____

▪ Address: _____

▪ Contact Person & Number: _____

▪ Years' service provided: _____

○ **Reference 2:**

▪ Name of District: _____

▪ Address: _____

▪ Contact Person & Number: _____

▪ Years' service provided: _____

○ **Reference 3:**

▪ Name of District: _____

▪ Address: _____

▪ Contact Person & Number: _____

▪ Years' service provided: _____

5. **Salary paid to local contract manager:** \$ _____

6. **Insurance Coverage Amounts:**

- Bodily Injury Liability (amount each person): \$ _____
Aggregate: \$ _____
- Property Damage Liability per Occurrence: \$ _____
- Excess Liability Umbrella: \$ _____

7. Equipment & Operations:

- All buses will be diesel or gasoline powered with an automatic transmission? **Yes / No**
- What make of buses will be used? _____
- What will be the maximum age of a bus in the fleet planned for use in the district?

- What will be the average age of the buses planned for use in the district?

- What will be the maximum mileage of the buses placed in the fleet?

- How many reserve/activity buses will be maintained?

- How many standby drivers will be employed for the district?

- What will be the starting salary for drivers?

- Will your company provide the district with the option of a three-year extension?
Yes / No
 - If yes, please describe pricing for the additional three years:

- Will your company permit personnel of the Sedalia School District #200 holding appropriate license to drive a bus for requested activity trips? **Yes / No**
 - Discuss provisions:

- Are your buses equipped with any special features? **Yes / No**
 - Please list:

- Do you have an employee benefit package? **Yes / No**
 - Please list benefits:

