

RIVERVIEW GARDENS

SCHOOL DISTRICT

Riverview Gardens School District

REQUEST FOR PROPOSALS

2019-2020 School Year

Student Transportation Services

RIVERVIEW GARDENS

SCHOOL DISTRICT

1370 Northumberland – St. Louis, Missouri 63137
Telephone: 314-869-2505 ☎ Fax: 314-388-6001

Note: The Riverview Gardens School District will not accept any bids which are received after the published bid opening time and date indicated below and will not be responsible for any bids mailed or delivered to any address other than those above. No exceptions!

FORMAL BID PROPOSAL BID OPENING SCHEDULE

BID NUMBER: 239
BID TITLE: Student Transportation Services
BID OPENING DATE: Wednesday, May 6, 2020
BID OPENING TIME: 10:00 A.M., Central Standard Time

VENDOR NAME: _____

MAILING ADDRESS: _____

VENDOR TELEPHONE NO.: _____

VENDOR FAX NO.: _____

VENDOR E-MAIL ADDRESS: _____

All items contained in this bid shall be as specified or RGSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the bid, if the item(s) is to be considered. Please carefully read each section of this bid.

I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN RGSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH RGSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

PLEASE SUBMIT ORIGINAL BID DOCUMENTS AND THREE COPIES.

PROPOSAL FORM

**Board of Trustees
Riverview Gardens School District
St. Louis, Missouri**

Ladies and Gentlemen:

I/We, propose to furnish and deliver all items and/or to perform all services according to all sections of this bid document (Proposal Form, Instructions and Conditions, detailed written Specifications, and Addenda if applicable) and in the quantities at the indicated prices, as called for in the document(s). All quantities indicated have been checked very closely, and both unit price and total price (where requested) have been submitted with the understanding that we shall be responsible for making complete and satisfactory delivery accordingly, within the timeframe agenda (if applicable).

All items contained in this bid shall be as specified or RGSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the bid, if the item(s) is to be considered. Please carefully read each section of this bid.

I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN RGSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH RGSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

Respectfully submitted,

COMPANY

ADDRESS

PHONE

FAX

E-MAIL ADDRESS

SIGNED

WRITE OUT
SIGNATURE

TITLE

DATE

CIRCLE THE OPERATING STATUS OF YOUR BUSINESS AS INDICATED BELOW:

MINORITY OWNED

WOMAN OWNED

NON-MINORITY

RIVERVIEW GARDENS

SCHOOL DISTRICT

1370 Northumberland – St. Louis, Missouri 63137
Telephone: 314-869-2505 ☎ Fax: 314-388-6001

REQUEST TO ADD VENDOR (Substitute Form W-9)

To be completed by RGSD School/Location:

Location Requesting Vendor Addition ☐ Multiple locations within District _____

To Be Completed by Vendor: Please complete all sections and return with submitted proposal.

Will your company accept purchase orders? ☐ Yes ☐ No

Will your company accept purchasing/credit card? ☐ MC/Visa ☐ American Express

Note: An original RGSD purchase order is required for all material purchases. Do not accept any order without an original RGSD purchase order.

Product Line _____

PARENT COMPANY NAME: _____

D/B/A NAME: _____

Order Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

REMITTANCE ADDRESS:

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax (____) _____

Email Address: _____

Federal Tax ID/Social Security #: _____

Select One

Minority Code:

☐ Woman & Minority
☐ Non-Minority

☐ Minority
☐ Woman

Select One

Type of Entity

☐ Individual/Sole Proprietor
☐ Partnership

☐ Corporation
☐ Other _____

******RGSD accepts no responsibility for orders filled without a valid purchase order.**

Submitted By: Signature _____

Date _____

FOR INTERNAL USE ONLY

Vendor Number: _____

1099: ☐ Yes ☐ No

Completed By: _____

Date: _____

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")

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 Riverview Gardens School District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the Riverview Gardens School District (the District).

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____
(signature)

Printed Name and Title: _____

For and on behalf of: _____
(company name)

EXHIBIT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

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

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

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

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

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(Company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 200_____.

NOTARY PUBLIC

My commission expires:

The Special Administrative Board of the Riverview Gardens School District (hereafter referred to as "RGSD") is soliciting sealed, written formal bid proposals from qualified vendors (hereafter referred to as "Vendor") for the purchase of furniture, equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed bids shall be received by RGSD, in the Business Office of the Riverview Gardens School District, 1370 Northumberland, St. Louis, Missouri-63137, until the time specified on the Bid Opening Schedule (front page of the formal bid document), at which time all bids shall be publicly opened and read aloud. Neither dating of the bid form nor placing the bid in the mail by this date shall meet legal requirements; the formal bid document must be **received in the Business Office** of the Riverview Gardens School District on or before the date and time stated.

RGSD reserves the right to reject any and all bids received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this bid document prior to submitting a bid proposal.

It is the basic philosophy of RGSD to extend to all responsible Vendors equal consideration and the assurance of unbiased judgment in determining whether their product or service meets specifications and the educational needs of the school district. RGSD shall fairly evaluate all formal bid proposals submitted and base all decisions on the "lowest and best" bid concept, purchasing only those products and/or services which meet the specifications as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar expended. RGSD shall make no discrimination based on race, color, creed, religion, or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

The advertising and publishing of this formal bid has met all legal requirements of the Missouri State statute and policies of the RGSD Board of Education, hence the requirement to offer public notice of the intent of RGSD to solicit bids via this bid document has been satisfied.

This document is to serve as an invitation to all qualified vendors to extend to RGSD, an offer, for the sale of all products and/or services specified herein. It is the purpose of this bid document to clearly define "open" and "competitive" product or service bid specifications. All items on this bid are to be **as specified or RGSD approved equal**.

Addenda: Vendor shall acknowledge the receipt of all addenda which were issued during the course of this formal bid. If specified in the text of the addenda, in addition to acknowledging receipt of the addenda below, the addenda may require additional information required for the bid (e.g., pricing), in which case the Addenda shall not only be acknowledged below but shall be completed and attached to the bid at the time the bid proposal is submitted. Receipt of the following Addenda issued during the course of this formal bid is hereby acknowledged:

Addendum Number		Date	
Addendum Number		Date	
Addendum Number		Date	

It is acknowledged that this formal bid proposal consists of the following sections: **PROPOSAL FORM, INSTRUCTIONS AND CONDITIONS, SPECIFICATIONS** and any **ADDENDA** (if applicable). The detailed specifications section may include blueprints, drawings, or other documents which shall be deemed to be a part of these written specifications. I/We understand that each form is to be signed as required in the specifications, and unless this has been done, the bid proposal may be considered incomplete and therefore rejected. Likewise, it is understood that the submission of all documents called for in the detailed specifications shall be submitted as defined in the specifications, and that failure to do so may result in rejection of the bid in part or in total. I/We, the undersigned, do hereby understand and accept all sections of this bid document and all addenda (if applicable) under which this quotation is being submitted and agree to perform in compliance with the specification requirements as set forth herewith.

I/We further agree that RGSD reserves the right to award the order, if awarded, within forty-five (45) calendar days from the date of the bid opening, unless otherwise indicated in the written specifications which follow. Consequently, I/We agree not to request permission to withdraw the quotation after bids have been publicly opened for this period of time. Having carefully examined all elements of the specifications and addenda, I/we propose to furnish all furniture, equipment, supplies, materials, labor or services required according to the written bid specifications in connection with this bid and do hereby submit the following formal bid proposal, for the total amounts indicated on the proposal form pages, where requested in the bid document.

The individual signing this Bid Proposal shall be a responsible officer of the company and shall be authorized to sign on behalf of the company.

**** End Proposal Form Section of This Bid Document ****

INSTRUCTIONS AND CONDITIONS

Preparation of Bid Proposals

Vendors should adhere to all of the instructions and conditions as contained in this section of the bid as well as all other sections of these bid specifications; failure to do so may result in rejection of the bid.

All bid proposals must be completed in ink or typewritten; all bids must be manually signed. No erasures shall be permitted; mistakes may be crossed out and corrections inserted adjacent. All corrections (including "white-out") must be initialed in ink by the person signing the bid proposal. The proposal must be signed with the firm or corporate name and by a responsible officer or employee of the firm. Vendor is to acknowledge receipt of any and all addenda (if any) re bid specifications and/or drawings which are published for this bid. All addenda shall be acknowledged as outlined in the Proposal Form section of this bid document.

Vendors should respond by using the proposal form and all other sections of this bid document without alterations, where information is requested. For every item proposed, the "Unit Price," "Total Price," (where requested), and "Quoting On" lines must be completed. All information concerning warranties, delivery dates, etc., where requested, must be completed by the Vendor; all "checklists" must be completed and submitted with the bid, if required in the specifications.

Pages on which there are no items being quoted by the Vendor, may be detached, and only those pages which contain a quoted item(s), along with the signed proposal form (both pages of the proposal form) and all other documents stated in the detailed specifications need be returned. On pages in which there are both items being quoted and items for which a price quotation is not being offered, the Vendor shall indicate "No Bid" on the "Total Price" line for all items not being offered for bid.

Prices must be stated in units specified hereon; i.e., in the units of measure indicated (per each, or dozen, case, etc.). RGSD shall not be responsible for pricing which does not conform to the unit of measure indicated, and likewise RGSD has no authority to amend a unit price once submitted even if the error is obvious. Pricing must be stated in U.S. dollars and cents and shall be offered in a known amount; i.e., a bid which simply states "My bid is \$1.00 lower than the lowest bid received" shall not constitute a legal bid proposal.

Submission Of Bid Proposals

Bids, once completed, should be placed in an opaque envelope with the Vendor name and bid number as they appear on the proposal form written on the envelope, in order that the bid may be accurately registered upon receipt. A responsible official who is a legal representative of the Vendor must sign the attached proposal form, in order for the bid to be valid and acceptable. A bid which is not signed is not binding on the part of the Vendor and therefore does not constitute an informality which may be waived by RGSD. Should a return label not be included with the bid document, address the outside of the envelope as follows:

IF MAILED	IF DELIVERED
Riverview Gardens School District	Riverview Gardens School District
Business Office	Business Office
Attention: Lavon Singleton	Attention: Lavon Singleton
Chief Financial Officer	Chief Financial Officer
1370 Northumberland Drive	1370 Northumberland Drive
St. Louis, MO 63137	St. Louis, MO 63137

In addition, the following information should be indicated on the outside of the bid envelope: (a) Vendor Name and Address and (b) Bid Name and Number and Bid Opening Date, as listed on the Bid Opening Schedule. If a bid is opened prematurely because of failure to adhere to this requirement, the bid will be rejected.

If the District's Business Office is closed for any reason, including but not limited to inclement weather, an emergency situation or any other act of nature, which closure prevents the opening of bids at the previously advertised date and time, all bids received shall be publicly opened and read aloud on the next work day that the District's Business Office shall be open for business at the previously advertised time. The new date and time of bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. In such event, bids shall be received by the District until the new date and time of the bid opening as set forth herein. RGSD shall not be held responsible for the receipt of any bids the delivery of which was attempted and failed due to the closure of the Business Office. Each Vendor shall be required to ensure the delivery and receipt of its bid by RGSD's Business Office prior to the date and time of bid opening.

Modification and Withdrawal of Bids and Late Bids

Bid proposals should be verified before submission for accuracy and correctness, since RGSD shall not be responsible for any errors for which the Vendor is responsible. Bids may be modified or withdrawn by written notice or in person from the Vendor, if received in the Business Office prior to the time set forth in the Bid Opening Schedule; no telephone oral withdrawals shall be accepted. Notations written by the vendor on the outside of the bid envelope stating that an amount is to be "added" or "deducted" from the pricing structure submitted on the bid document sealed inside the envelope shall not be deemed permissible; all such notations shall be ignored relative to pricing submitted by the vendor. The pricing submitted on the form(s) provided by RGSD shall be deemed to constitute the legal pricing offered by the vendor and it is that pricing which shall prevail and for which the vendor shall be accountable.

NO bids may be accepted, modified or withdrawn which are received in the Business Office, after the time set for the opening of bids. NO EXCEPTIONS! Any and all bids received after the bid opening time and date indicated on the Bid Opening Schedule shall be refused and marked "Late Bid" and returned to the Vendor, unopened. No formal bid proposals may be "faxed" and no telegraphic modifications may be made to any bid proposal once received by RGSD; all changes shall be made prior to the bid opening **on the document** submitted to RGSD.

Acceptance and Award of Bid Proposals

The Vendor's bid proposal, once submitted and accepted as a valid bid by RGSD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to RGSD as per the terms of the bid specifications, all products and/or services contained therein. Bid proposals are subject to acceptance by RGSD at any time within forty-five (45) calendar days following the bid opening date. Consequently, all price quotations shall be effective for a minimum of forty-five (45) calendar days and a maximum period as indicated in the specifications. All bids must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose bid, conforming to the specifications, is deemed to be the most advantageous to RGSD, price and all other factors considered. The Vendor acknowledges the right of RGSD to reject the bid, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the bid is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written authorization from RGSD (i.e., a duly issued purchase order or signed contract). All formal bid proposals shall be approved by the Board of Trustees prior to the award of the bid.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the bid proposal offer made by the Vendor, for all items and/or services approved by the Board of Trustees and awarded as a result of this bid. However, if in the opinion of RGSD a contract document is required to authorize the award of the bid, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: if Vendor policy requires that RGSD sign Vendor contract documents, a sample of all such documents shall be included with the bid proposal and shall become a part of the Vendor's bid proposal.

No Response to Bid Quotation

Due to the ever-increasing postal rates, it is necessary to remove the names of Vendors from bid mailing lists which do not respond in writing to formal bid proposals which are mailed to them. Henceforth, it shall be interpreted that a Vendor no longer wishes to remain on the bid mailing list for any bid, unless the Vendor offers a bid proposal or returns the cover sheet of the bid marked "NO BID - Please Leave Name on Active Bid Mailing List." Likewise, for the Board's information, please indicate on a sheet of your company's letterhead, the reason(s) why your company is not submitting a bid proposal in response to these specifications at this time. Failure to respond at all to an offer to bid shall result in the removal from the bid mailing list. It shall be the responsibility of the Vendor to notify RGSD in writing if the Vendor relocates or if there is a change of address.

Rejection of Bid Proposals

RGSD reserves the exclusive right to reject the bid of any Vendor in part or total for reasons deemed appropriate, such as a documented past experience(s) in which the Vendor failed to perform according to stated specifications once awarded the bid, suspicious financial responsibility of the Vendor, instances in which Vendor offered references were checked with resulting negative connotations, etc. RGSD reserves the right to accept the "lowest and best" bid, which in their judgment, assures RGSD the product(s) or service(s) having the best performance and the highest level of function, quality and value. Any Vendor which does not indicate on the "Quoting On" line for each item on which a quotation is submitted, exactly what is being offered, may expect that item to be rejected, due to the fact that what is being offered cannot be clearly identified and compared to what is specified.

Approved Equal

It is the intent of this document to clearly define "open" and competitive product or service bid specifications. All items on this bid are to be as specified or RGSD approved equal; RGSD shall reserve the exclusive right to determine products and or services which are approved as equal to those specified herein. Reference in these specifications to and the use of the name and model number of any article, product, material or item of furniture and equipment by proprietary name, manufacturer or manufacturer's model or catalog number in describing an item, is intended to establish a standard of type, quality and design, and is therefore not intended to limit competition. Vendors may submit bid proposals for products

which are of a different manufacturer and model number from that which is specified, provided the herein procedure is adhered to exactly. However vendors are encouraged to offer products of those manufacturers and model numbers specified, if at all possible.

For any item(s) which is proposed, which is other than as specified (brand name and number), it is the responsibility of the Vendor to submit, with the bid proposal, a manufacturer's published detailed cut and description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed. Likewise, any support literature for any item(s) proposed which is other than as specified (manufacturer and model number), shall be clearly labeled as to the **Vendor's Name**, the **Item Number** as appears in the specifications and the **Item Name**. It shall be the responsibility of the Vendor to insure that a detailed, technical description is provided for all items which shall allow for an accurate comparison to the item specified. All such support documentation shall be submitted with the bid proposal and shall be organized in one of the following manners:

- (a) Bound Volume of Pages - for each item, a picture and detailed product specification (for the exact manufacturer and model number proposed) shall be pasted on an 8 1/2" X 11" sheet of paper and bound in a cover with the Vendor's Name on the outside of the cover. The item number and item name as listed in the bid specifications shall be indicated at the top of each page. The support literature shall be organized in a bound volume in order by item number. Preferably, only one item shall be placed on each page.
- (b) Published Catalog - it shall be permissible to submit with the bid, a general or manufacturer's product catalog clearly indicating the detailed product information concerning the proposed product; however, if this method is utilized, it shall be the responsibility of the Vendor to place beside the product manufacturer and model number on the "Quoting On" line the correct **page number** in the catalog which is submitted, on which the product may be found. RGSD shall not research catalog table of contents or indexes attempting to locate items which are offered on this bid.

In addition it shall be the responsibility of the Vendor to clearly define any deviations that exist from specifications, if any, between what is proposed and what is specified, for each item offered, which is other than as specified. All such information relating to product deviations may be placed in the bid proposal either on the page below the item specification or on a separate sheet. If a separate sheet is utilized, the page shall be entitled "Proposed Product Deviations" and each item shall be clearly labeled as to number and name as they appear in the specifications. Failure to provide such documenting evidence to support any such item offered and/or any significant product deviations may result in rejection of the item(s) involved.

Pre-Bid Approval of Items

Preference shall be given to those manufacturers and models which have been granted pre-bid approval based on past performance. Vendors are encouraged to request approval of their brands and models for each item(s) which are to be offered via bid in the future, in order to meet specifications as listed on this bid. All such requests shall be made in writing to the Chief Financial Officer. After the bid has been published, all decisions as to product approved equals shall be made following the bid opening. Where applicable, for the products and/or services to be provided in the specifications, preference shall be granted to those Vendors which offer local sales and service, parts inventories, user training orientation, etc. In the case of "tie bids", all factors being equal, the local vendor shall be recommended to the Board of Trustees for approval.

Net Prices

In all cases, prices quoted are to be net including all applicable discounts. A separate price shall be offered for each item and not in combination with other items (unless the grouping of items is otherwise allowed as defined in the specifications). Unit price shall prevail in case of a conflict between unit and total price (extension); written price shall prevail in case of a conflict between written and enumerated pricing. Vendors are instructed to round off all unit pricing and extensions to the nearest whole cent; i.e., round the pricing to **two** places to the right of the decimal point only. The RGSD mainframe computer database is designed to accept only pricing which is stated in this manner. All items for which pricing is submitted which is other than two places to the right of the decimal shall be accepted; however, all digits beyond a whole cent (more than two places to the right of the decimal) shall be ignored in the bid analysis process and the unit price indicated on the purchase order shall be to the nearest whole cent for each item involved.

Freight

The Vendor agrees to deliver all items prepaid (F.O.B. DESTINATION), to an inside point or points of receipt within the District. If multiple delivery sites are required for items in the bid, either the total number of or the exact address of all such sites shall be indicated in the specifications section of the bid document. All costs for delivery, drayage or freight, for the packing or unpacking, loading and unloading of said articles, are to be borne by the Vendor, and should be included in the unit price.

Taxes

Vendor pricing shall not include any taxes (unless specified), since RGSD is tax exempt there from. Federal Excise Tax Exemption Certificates shall be executed when required upon request by the Vendor.

Grouping of Items

As stated above, no grouping of items shall be allowed unless otherwise defined in the detailed specifications. Most items are to be offered for bid on an "individual" basis and shall be awarded accordingly. However, certain circumstances may arise in which it is to the advantage of RGSD to group items offered for bid. In certain instances, for the purpose of continuity and to insure product compatibility and design, and to minimize the freight costs involved, similar items may be grouped in the specifications and therefore shall constitute a single unit for bid purposes. All items in each such grouping shall be purchased from one Vendor. In order to be eligible for consideration for award of the bid for any group of items, a price quotation must be offered for ALL items in the grouping and a total price given for all items included in the grouping; award of the bid shall be made following careful analysis of the "lowest and best" bid offered for the entire group of items. Failure to offer a quotation for all items in a group may constitute a "No Bid" for the entire group of items.

Payment and Invoicing

Unless otherwise indicated in the detailed specifications of this bid document, it is mutually understood that RGSD shall make remittance in a **single lump sum payment following satisfactory delivery of all items** listed on the purchase order or following satisfactory performance (final inspection) of all services as specified in the contract. RGSD remits by "completed purchase order" only; remittance shall not be made upon receipt of partial shipments or performance, or the receipt of invoicing for same, but only after all items included on the purchase order or contained in the contract are delivered and/or satisfied. Payments are remitted once and/or twice per month after approval by the Board of Education.

Consequently, vendors agree to submit a single itemized invoice (original and duplicate) to RGSD, Business Office, 1370 Northumberland, St. Louis, Missouri, 63137, following the delivery of all items and/or services as indicated on the purchase order or contract. Multiple invoice documents (numbers) for the same purchase order or contract shall not be acceptable; following satisfactory delivery of ALL items and/or performance of ALL services indicated on the purchase order, only one invoice shall be submitted per purchase order or per contract, which shall be for all items and/or services contained on the order or in the contract. Following satisfactory invoicing as defined above and after receipt of all items on the purchase order and/or full performance of all services specified, payment shall be made in full to the Vendor within forty-five (45) calendar days from either the date of delivery or the receipt of satisfactory invoicing, as specified above, (in the Business Office), for the complete order or contract, whichever occurs last.

Delivery Instructions

Information containing product delivery instructions for each item specified, shall be so indicated in the specifications. The specifications shall indicate if delivery is to be made to one central location or to multiple locations within the school district. Vendor agrees to adhere to delivery date schedules, as requested in the specifications.

Default and Delays

Upon failure of the Vendor to deliver all of the items ordered or to render service, within the time set or allowed, the successful Vendor shall be considered in default, in which case RGSD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by RGSD whether said cost is the same as originally accepted or any excess cost.

Damage to School Property

Any damage or loss to RGSD property as a result of any action by the Vendor in the delivery, execution or performance of any item or service stated in these specifications, shall be repaired or replaced to the satisfaction of designated RGSD personnel, at the Vendor's cost, within a reasonable time.

Assemble and Set In Place

It shall be the Vendor's responsibility to furnish, deliver, unload from the delivery vehicle, completely assemble, and set in place and where specified to completely install and make ready for operation to the satisfaction of RGSD all items offered for bid in these specifications. All Vendor personnel shall be legally licensed and fully qualified in the performance of the various areas of installation expertise. Items requiring unpacking shall be unpacked, assembled and set in place by the successful Vendor, at Vendor expense, as directed by the designated representative of RGSD. Where specified, all items shall be furnished, delivered, set in place, and made ready for operation, by the Vendor at Vendor's expense.

Removal of Debris

Where applicable, Vendor owned materials and equipment may be stored on the job site but the contractor shall maintain full responsibility for the stored items and full responsibility for any acts of vandalism or damage to RGSD owned property as a result of the vandalism. Any materials of a flammable nature must be stored at least 50' from the nearest building. Vendor must maintain the premises free from accumulations of waste, debris and rubbish caused by the execution of the contract, as a result of this bid. Upon completion of all work, crates, boxes, and packing material shall be removed from the point of work or delivery by the Vendor, at Vendor expense, and the premises are to be left free of debris.

Complying With Specifications

All material furnished must be in conformity with the specifications and shall be subject to inspection and approval by RGSD following delivery. The right is reserved to reject and return at the risk and expense of the Vendor such portion or

the entirety of any shipment which may be deemed defective or fail to comply with specifications. If rejected, it shall be held for disposition at the expense and risk of the Vendor. Vendors shall be required to replace that defective portion or the entire order according to specifications without additional cost to RGSD. Any items which may be lost or damaged in transit from the manufacturer to RGSD shall be replaced or restored to the original good condition by the Vendor at no cost to RGSD, to the satisfaction of RGSD.

If required in the detailed specifications, each Vendor and subcontractor(s), together, should visit the site and take such other steps as may be necessary to ascertain the nature and location of the work to be performed, and the general and local conditions which could affect the work or the cost thereof. All visits to the sites shall be made at the Vendor's expense.

Guarantee

Each Vendor, by presenting a bid under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from the date of purchase order or contract that such goods or services are not up to standard, RGSD shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor. The Vendor shall agree to guarantee and warrant all equipment provided as a result of this bid for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide the coverage as indicated in the specifications.

Samples

RGSD reserves the right to request of any Vendor offering a product for sale via this bid an exact sample for evaluation for any product proposed. Vendor agrees to submit requested sample(s) within ten (10) calendar days from notification of the sample request. Should the Vendor not adhere to this sampling procedure, the item(s) in question may be rejected on these grounds. Samples must be furnished upon request only, free of expense to RGSD and if not destroyed by tests, shall be returned at the Vendor's expense upon request. Samples are to be submitted to the Business Office to the attention of the Chief Financial Officer, 1370 Northumberland, St. Louis, Missouri, 63137. Samples are to represent exactly what the Vendor actually proposes to furnish. Samples shall be properly identified as to bid number, bid date, name of Vendor, and item number as it appears on the bid. Once the bid is awarded, RGSD reserves the right to subject actual shipment samples to randomized testing. In cases when a sample is sent to testing laboratory for analysis in light of specifications, and the tests results indicate that the sample does not comply with specifications, the cost of the test shall be charged to the Vendor submitting the failing sample. The right is reserved to keep the successful Vendor's sample for comparison with actual shipment. Said sample may be returned to the Vendor or accepted as delivery according to order.

Compliance with Laws

If required due to the nature of the specifications contained herein, the Vendor shall give all notices, pay all fees, and comply with all local city, state, and federal laws, codes, ordinances, rules and regulations bearing on the successful conclusion of an order for supplies, services, or equipment. Vendor is to secure and pay for all permits, governmental fees, licenses and assessments necessary to perform all work as outlined in the specifications. The Vendor shall comply with all fire, safety and security regulations.

Insurance

It shall be the responsibility of the Vendor, once awarded the contract, to procure and maintain at Vendor expense, any insurance coverage equal in coverage to the minimum requirements applicable to the nature and scope of the project as set forth in these specifications. Vendor shall insure the delivery of all products delivered as a result of this bid until such time as all products are received by RGSD, inspected and approved.

Liability and Relationship of Parties

The Vendor shall, and hereby does, indemnify and hold harmless RGSD from any and all claims, suits, actions, judgments, settlements, damages, awards, costs and expenses of any kind or nature whatsoever arising from or out of any assertion or complaint by a third party or parties of any injury or damage resulting from the performance of this agreement by Vendor. Without limiting the generality of the foregoing sentence, as relates to this bid document and any succeeding document(s) as a result of this formal bid, the Vendor (which shall include the vendor of award, the product manufacturer whom the Vendor represents, any subcontractor(s) of either, or any other party acting as an agent of the Vendor or manufacturer) shall hold RGSD, it's officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever against the publisher or author, manufacturer or agent for the use by RGSD of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, environment-sensitive material, or appliance furnished or used under this bid proposal.

Any architects, consulting engineers, or other defined agents acting in behalf of RGSD with regard to this formal bid, shall be deemed to be extensions of RGSD and therefore all terms and conditions in this bid document shall equally apply to said third parties just as they do to RGSD. Neither this bid nor any succeeding document(s) as a result of this formal bid, shall constitute nor create a partnership or joint venture between RGSD (or any agent acting in behalf of RGSD) and the Vendor, nor does it create a business relationship between the parties other than that specifically provided for by the terms of this agreement.

Non-Mentioned Items

Any standard manufacturer's parts, components, other equipment or related accessories not specifically mentioned by name or included in these specifications but which are normally a part of the equipment and furnishings necessary to complete the installation or insure the performance of the item, which are normally advertised and sold as a part of the "total product", shall be deemed to be included in the bid and shall therefore be furnished by the Vendor under the framework of this bid, at no additional cost to RGSD.

RGSD Responsibilities

With regard to installation as per these specifications, it shall be the responsibility of RGSD to provide all electrical, gas and water services (stubouts) to the products as required and in compliance with the manufacturer's product specifications. Floor drains shall be provided by RGSD. However, any and all product connections required to interface the product with electrical, gas, water and drain facilities, whether indicated on attached project plans, drawings and specifications, including all addenda issued pursuant to this bid, shall be solely the responsibility of the Vendor. RGSD shall allow Vendor access to any facilities involved in these specifications during normal business hours in compliance with RGSD's approved schedule. Upon written request from a Vendor, RGSD may consider special work hours if required to complete a delivery or a project with an impending deadline. Likewise, if applicable, upon written request from the Vendor, RGSD shall allow Vendor access to any project plans, blueprints or other detailed specifications which may not be included within this bid document, but which could reasonably be expected to have a bearing on the bid proposal. All such written requests shall be forwarded to the Business Office to the attention of the Chief Financial Officer.

Product Colors, Finishes and Color Combinations

Where applicable and indicated in the specifications, color selection of all product finishes and furnishings which have been pre-selected by RGSD, shall be adhered to as closely as possible by the Vendor. There are situations in which it is very important to RGSD that all of the products included in the bid or various sections of the bid, be color coordinated in order that a pleasing decorative atmosphere conducive to instruction be established. It shall be the responsibility of the Vendor to submit as a part of the bid, where required in the specifications, proposed manufacturer's color samples for all items offered for which a specific color is indicated. Failure to do so may result in rejection of any and all items involved in that section.

Adjustments in the Quantities To Be Purchased

All quantities indicated in this bid are projected based on an established need and are stated in "good faith" by RGSD and represent the known quantities which shall be purchased via this bid; however, in order to insure budgetary compliance, a situation may arise in which the quantities indicated for one or more items listed for bid may have to be amended.

Deletions - All quantities listed in these specifications are subject to adjustment; RGSD shall reserve the right to delete any and all items entirely and/or to reduce quantities in number prior to issuing a purchase order at the unit price(s) quoted in the Vendor's bid.

Additions - If an "additions" clause is to be implemented with reference to the quantities to be purchased as a result of this bid, it will appear in the detailed specifications section of this document. If there is no reference to the purchase of additional quantities the quantities to be purchased shall be as published herein.

Follow-Up Services

The Vendor shall agree to provide to RGSD as part of this bid, at no additional cost, all required user orientation as to the proper use and care for all equipment sold as a result of this bid.

Ambiguities

Should questions arise or ambiguities exist regarding any part of parts of the specifications as published, the Vendor shall notify the Chief Financial Officer, (314) 869-2505, at least five (5) calendar days prior to the published bid opening date, in order that a written clarification (addendum) from the Business Office can be made known to all Vendors participating in the bid. No addendum concerning clarification of published specifications shall be issued following five (5) calendar days prior to the published bid opening date, unless it is to extend the bid opening date. Interpretation of and subsequent modifications to these specifications shall be made by addenda only; RGSD shall not be responsible for any interpretation of the documents other than as set forth in these specifications or in RGSD authorized written and published addenda. Should ambiguities exist between this section of the bid (Instructions and Conditions), and the stated specifications which follow, the specifications shall prevail and shall be taken to be the correct interpretation for this bid.

Exceptions to These Instructions and Conditions and/or Specifications

The Vendor, when through a voluntary and independent action, places the signature on the proposal form, fully agrees to accept and comply with all instructions and conditions and all other requirements defined in the detailed specifications and outlined in all other documents pertaining to the bid document. Should any Vendor take exception with any part(s) of these instructions and conditions, or any part(s) of the specifications which follow, it is the responsibility of the Vendor to so acknowledge such differences in detail on a separate sheet(s), and attach and submit said sheet(s) with the bid; all such exceptions shall become a part of this bid.

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

DOCUMENTATION OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the Bid Package on May 6, 2020 at 10:00 am, as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond.

The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards

- Licensed pursuant to the Missouri Insurance Code
- Listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$5,000,000.
- The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
- The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
- All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder's rating of "A-" or better and a Financial size category of Class VII or larger.

Prevailing Wage Statement

****Must be returned with RFP Response and be included as component of response**

All services offered in response to this solicitation shall be performed by employees receiving the prevailing wage rate and working under conditions prevalent in the locality where the contract is to be performed. Any respondent whose employees receive less than such prevailing wage rate, or work under less favorable conditions than those prevalent in the locality, shall not be considered to be a responsive bidder.

By affixing an authorized signature below, the vendor certifies compliance with the above prevailing wage requirements. Failure to sign this provision may result in your offer being considered non-responsive to this solicitation.

Signed: _____

Authorized Signature

Printed Name

Vendor Name

Date: _____

INSTRUCTIONS TO BIDDERS:

Bid Opening Date: 05/06/2020

1) NOTICE IS HEREBY GIVEN that the Riverview Garden School District will accept bids for a three (3) year contract for STUDENT TRANSPORTATION SERVICE. Bids will be opened and read aloud in the Office of the Superintendent, Riverview Garden School District, located at 1370 Northumberland Dr., St. Louis, MO 63137. Bids should be submitted for a three year period, with service commencing on July 1, 2020 and encompassing the remaining 2020-2021 fiscal year, 2021-2022, and 2022-2023 school years.

2) Sealed proposals shall be delivered to the above address, any time prior to, but not later than, 10:00 am on 05/06/2020. Bids received after this time will be returned unopened to the bidder. Bids will be opened and read aloud.

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

- a. PROPOSAL FOR STUDENT TRANSPORTATION SERVICES
- b. Name and Address of Bidder
- c. Date and time due

4) All bids submitted must be valid for a minimum period of 45 days after the date set for the bid opening.

5) The Board of Education of the District reserves the right to reject any and all bids, 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 Board of Education. Bids 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 Board. While the financial responsibility of the bidder is a significant concern, the Board is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

5.1) After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative

assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this Request for Proposal shall be based on the lowest responsible bid and best proposal received in accordance with the evaluation criteria stated below:

5.1.1	Cost.....	40%
5.1.2	Reliability.....	15%
5.1.3	Experience.....	15%
5.1.4	Expertise of Personnel.....	10%
5.1.5	Operational Plan.....	10%
5.1.6	Financial Stability of Proposer...	10%

6) Any explanation or statement which the bidder 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 hereto. Unless the bidder so indicates, it is understood that the bidder is in strict accordance with the specification requirements.

7) The primary bid shall be based on the premise that Contract shall start services using District's currently owned vehicles. District shall provide 24 vehicles to Contractor at the start of the Contract. District will be responsible for financing, holding title to, or licensing these vehicles. A list of District owned vehicles is attached as **Exhibit 1**. Starting with the 2020-2021 school year, Contractor shall phase in Contractor owned vehicles. During the life of the Contract, Contractor shall provide at least 20 Contractor owned vehicles. Contractor will be responsible for financing, holding title to, or licensing these vehicles.

8) The Contractor shall provide background checks for any employee who works on a school bus and is in any way involved in the supervision of minor children. The Contractor shall also provide the District access to background check reports and results upon request. The Contractor shall notify the District, in writing, of its intention to hire any applicant with a past felony conviction. The proposer must specify how this requirement would be met.

9) All figures given for passengers, routes, or lengths of routes are based on data available for the 2019-2020 school year. Significant changes in subsequent years may be subject to re-negotiation under the escalation clause.

10) The minimum charge for regular routes will be for the 175 days of service.

11) Bidders 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 bidding will be entertained from either party.

12) All bids shall be deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.

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

A. A schedule for implementing the Agreement should your firm be selected as the successful Contractor. Your schedule should address:

1. Inspection of vehicles, facility and equipment
2. Occupation of terminal facility
3. Recruitment/relocation, if necessary, of management and supervisory personnel
4. Selection, any necessary training and employment of drivers
5. Employee orientation, especially to District routes and schedules

B. The corporate or individual history of the bidder.

C. A job description summarizing the experience and qualifications of each position 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.

D. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the contract.

E. A summary by narrative, brochure, chart or other means showing the bidder's special qualifications and philosophy which may give the bidder the ability to satisfy all bid requirements. Proposer must clearly demonstrate prior experience in the field of home-to-school, special needs and athletic transportation.

F. A listing of credit references, including at least three (3) trade or industry suppliers with whom you regularly deal.

G. Balance sheets for the last three consecutive years if requested by District.

H. A statement regarding any petitions filed under the Bankruptcy Act or any state insolvency law or a receiver, fiscal agent, or similar officer appointed by a court for the business or property of the Contractor, a subsidiary or intermediary company, parent company, holding company, or any partnership in which the Contractor was a general partner at or within five (5) years before the time of such filing or such appointment.

I. A statement regarding any instances in which the Contractor, subsidiary or intermediary company, parent company or holding company has been indicted, accused or convicted of a crime or been the subject of a grand jury or criminal investigation. Statement must also list any order, judgment or decree of any court of competent jurisdiction permanently or temporarily enjoining it from, or otherwise limiting its participation in any type of business, practice or activity.

J. A list of at least five (5) school bus contracts held with at least 100 route buses. Examples used by proposers must have been continuous for a period of no less than five (5) years duration.

14) The bidder 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 safety. 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 employment practice.

15) No contract shall be assigned or any part of the same subcontracted without written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

16) Contractor shall maintain all equipment solely at their cost, except as provided below, 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. Buses shall

be kept in clean and sanitary condition and open to examination by the District at all times. Contractor shall not be responsible, and shall instead be compensated by District, for major component repairs to District vehicles during the first three (3) months of operation.

District may request Contractor to perform vehicle maintenance repairs for vehicles not part of the student transportation program. Indicate the rate for performing such service on the attached pricing page.

17) Contractor shall submit a description of the equipment that he proposes to use in carrying out the contract prior to the beginning of the school term including year, model, capacity, fuel type and any special equipment.

18) It is understood that all equipment furnished 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 the Districts and without claims for adjustment per diem, or per trip, compensation.

19) If the successful proposer does not have adequate equipment at the time of award of the contract, the proposer shall present the District with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied and that all such equipment will be available on-site for use by the Contractor for performance of the contract at least seven (7) days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within 14 calendar days after the District's notification to the successful proposer(s) of approval of the School Board's award of the contract.

20) Standby buses in a number equal to ten percent (10%) of the regularly assigned route buses, 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.

21) These bid specifications shall be affixed to the contract entered into with the Contractor, and shall be considered an integral part thereof. Should there be determined that there is contradiction between the bid specifications and Contract, terms and conditions as stated in the Contract shall prevail.

22) The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect same carefully for defects, and remedy any defects before using said vehicles.

23) All vehicles shall be equipped with an operable two-way FM-UHF or VHF radio (not citizen's band) capable of reliably maintaining contact with a base station. For routes where two-way radio communications are disabled by way of geographical features, the Contractor will insure that the best effort possible is extended to passing messages from one bus to another. Key administrative staff will be provided hand held radios at no cost (i.e., Superintendent, Chief Financial Officer, and Safety & Security Director).

23) Riverview Garden School District shall grant Contractor a nonexclusive right to use its bus facility garage for Contract operations, the District will furnish electricity, water, heat, maintenance of the facility (except janitorial service), snow removal, and maintenance of the grounds/parking lot. The Contractor will provide its own telephone service.

GENERAL CONDITIONS TO BIDDERS

1) The Contractor must adhere to all laws of the Missouri Revised Statutes, and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.

2) SUB-CONTRACTS

Contractors shall bid on all routes in connection with these specifications. It is unacceptable to the Board of Education for the company to sub-contract any portion of the routes to other contractors.

3) HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Riverview Garden School District, their Board of Education, and all administrators, employees, agents, or servants of either or the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney's fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of this contract.

4) COLLUSIVE BIDDING

The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

5) PERSONNEL

Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State, and holding a school bus driver's permit issued to him by the State of Missouri driver shall follow the normal and usual instructions and requirements of the Superintendent and the District, and shall at all-time 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 to aid the District as the District may request.

It is recognized that, for the protection of the children, 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 entirely upon the Contractor. The District shall request in writing the removal of any driver in their service who in their 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, physical examinations, license and permit fees, recruitment and any other related fees.

The Contractor agrees that the transportation employees currently serving the District will be employed by the Contractor for service under this contract, subject to meeting all of the employment standards of the Contractor. The contractor agrees to provide these employees with their current pay rate & tenure.

6) SAFETY PROGRAM

The Contractor shall plan and administer a safety program in conformance with the State laws and regulations. The safety program must include, but is not limited to the following:

A. Bus Drivers

- 1) All driver applicants must meet acceptability requirements as indicated in Missouri laws.
- 2) 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.
- 3) All drivers must participate in a defensive driving course as certified by the National Safety Council.
- 4) All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety, and first aid.

5) The Contractor shall investigate the driver's criminal record and Motor Vehicle Record with the State of Missouri prior to hiring. Motor Vehicle Record (MVR) checks shall be conducted at least every six (6) months thereafter.

6) Driver's shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.

B. A safety program for personnel will be conducted each month.

C. Students

1) The Contractor must assist and participate with the District in providing safety programs as needed for their students.

2) All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.

3) Contractor must provide training to the students of the District on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice per year.

4) The bus driver must continually monitor the behavior of all students to insure that safe bus riding procedures are being followed. If not, the District 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.

7) INSURANCE

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

\$20,000,000 bodily injury and death and/or property damage combined single limit for each occurrence.

The Contractor shall provide Workers Compensation Insurance for its employees in statutory limits.

The policy of liability insurance will carry an endorsement upon the face showing the Boards of Education, administrators, employees, agents and

servants of the District, individually and severally, as additional insured under the policy.

The Contractor shall present and maintain current certificates of insurance throughout the term of the contract to the District giving evidence of the insurance coverage. A Certificate of Insurance or other evidence of insurability must be submitted with proposal.

Each insurance company shall agree not to terminate their coverage without thirty (30) days written notice to the District and to the Contractor, and to include this clause in the insurance policy and in the certificate of insurance.

8) ROUTES AND SCHEDULES

The school district will provide to the contractor a complete listing of eligible passengers along with their home address, grade, and school assignment by the last scheduled day of school during each year of the contract. In addition, the district shall make arrangements to update such listings for the contractor over the summer recess with respect to additions and deletions of students requiring transportation

The Board of Education will make available to the contractor a listing of Board approved guidelines for pupil transportation within the district along with a complete listing of approved walking zones for each school.

Routes developed by the contractor are to be completed by July 15 of each year of the contract and forwarded to the District for approval. Routes will indicate a route number, all stop locations, estimated number of passengers and start time for the route. The District 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 Board of Education or its designee. The contractor agrees to abide by all decisions of the Board in this area.

All schedules shall be in keeping with safety to school children so as to deliver students within a reasonable time (**15 minutes**) prior to the start of school and so as to deliver them to their respective stops within a reasonable time (**15 minutes**) after the final loading of the bus.

9) REQUIRED RECORDS

The Contractor shall maintain complete and accurate records of all trips provided and all miles traveled under this contract, all disciplinary actions,

and such other reports the District may request and/or such other reports which may be required under all applicable laws.

10) EMERGENCY CANCELLATION OF TRANSPORTATION

The Contractor will follow District procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses.

11) CANCELLATION

In the event that either the District or Contractor shall willfully violate any of the covenants or duties imposed upon by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party sixty (60) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

12) CONTRACTOR NOT AN AGENT

The Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent Contractor furnishing transportation services to the District.

13) SUPERVISION OF LOADING AND UNLOADING

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.

14) STUDENT MANAGEMENT

Rules and regulations regarding bus passenger discipline shall be given to each student and to the Contractor by the District. When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his supervisor, who shall, no later than the following day, turn in a report to the District. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, the Districts will assist the Contractor in receiving restitution for damaged equipment.

15) 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.

16) FUEL & FUEL STORAGE

The District shall provide fuel for the operation of the buses under this contract. Further, in conjunction with the use of District's bus garage, the District will provide and make available to the Contractor fuel storage and pumping equipment that of sufficient size to accommodate tanker-loads of fuel. The District will be responsible for compliance with all State and Federal Environmental Protection Agency (EPA) guidelines, rules and regulations concerning bulk fuel storage.

17) EQUIPMENT

At any and all times during the life of this contract, the average age of the Contractor owned bus fleet will not exceed ten (10) years, and the maximum allowable age for any single vehicle is twelve (12) years old.

An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place in order to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining these records.

18) CONTRACT CONDITIONS

Duration:

This agreement shall take effect on July 1, 2020 and shall continue in force and effect until the end of summer, summer 2023.

Compensation:

Transportation of students to and from school is required for a minimum of 175 days during the regular school term.

Payment Terms:

The compensation for the services described herein are fixed for 2020-2021 school year, and the compensation for each subsequent school year of the term of the contract shall **NOT EXCEED 2.5%**.

19) PROJECT DESCRIPTION

The following information is a summary of the Riverview Garden school districts current pupil transportation program. Contractors are to base their cost projections on duplicating this service within the requirements of the RFP.

PRICING

Riverview Gardens School District Pricing July 1, 2020 to June 30, 2023

Description	2020-2021	2021-2022	2022-2023		
AM/PM Route, District-owned vehicle (4 hour maximum)					
SIT homeless routes, District-owned vehicle (4 hour maximum)					
Summer school routes, District-owned vehicle (4 hour maximum)					
AM/PM Routes, Contractor-owned vehicle (4 hour maximum)					
SIT homeless routes, Contractor-owned vehicle (4 hour maximum)					
Summer school routes, Contractor-owned vehicle (4 hour maximum)					
Excess hours charge – <i>per quarter</i> , hour for routes exceeding 4 hours					
Extracurricular Trips, 2 hour minimum					

Exhibit 1-District Owned Vehicles

System	Department	Year	VIN	Licence Plate	Passengers	Dispatcher ID	Manufacturer	Engine
149052	12671M	2013	4DRBUSKN2DB302316	079 81B	65	1	INT	IH
149053	12671M	2009	4DRBUSKN89B064351	079 82B	65	2	INT	IH
149054	12671M	2013	4DRBUSKN4DB302317	079 83B	65	3	INT	IH
149055	12671M	2013	4DRBUSKN6DB302318	079 84B	65	4	INT	IH
149056	12671M	2013	4DRBUSKN8DB302319	079 85B	65	5	INT	IH
149057	12671M	2013	4DRBUSKN4DB302320	079 86B	65	6	INT	IH
149058	12671M	2013	4DRBUSKN6DB302321	079 87B	65	7	INT	IH
149059	12671M	2013	4DRBUSKN8DB302322	079-88B	65	8	INT	IH
149060	12671M	2013	4DRBUSKNXDB302323	079 89B	65	9	INT	IH
149061	12671M	2013	4DRBUSKN1DB302324	079 90B	65	10	INT	IH
219927	12671M	2007	4DRBUAFP17B476548	4A9-5D2	71	14	INT	IH
149065	12671M	2006	4DRVUAFN16B251800	079 94B	65	15	INT	IH
149068	12671M	2006	4DRBUAFN66B251801	079 98B	65	18	INT	IH
149072	12671M	2006	4DRBUAFN16B251799	089-B19	65	22	INT	IH
149073	12671M	2010	4DRBUSKN4AB244768	090 49B	65	23	INT	IH
149086	12671M	2005	4DRBUAFN35B981115	089 12B	65	27	INT	IH
149075	12671M	2010	4DRBUSKN6AB244769	090 48B	65	28	INT	IH
149076	12671M	2006	4DRBUAFN86B251802	089 02B	65	29	INT	IH
149078	12671M	2012	1GB6G5BG8C1171319	089 04B	26	34	CHVRL	Chevy
149088	12671M	2003	4DRBRABN53B950338	089 14B	65	47	INT	IH
149089	12671M	2004	4DRBRABN64B964073	089 15B	65	48	INT	IH
149090	12671M	2004	4DRBRABN84B964073	089 16B	65	49	INT	IH
149091	12671M	2012	1GB6G5BG0C1178653	089 17B	31	50	CHVRL	Chevy
149092	12671M	2012	1GB6G5BG4C1171527	089 18B	31	51	CHVRL	Chevy