



ROCKWOOD SCHOOL DISTRICT

REQUEST FOR BID

RFB No.: RFB0623ECCVAN

Title: Ford Transit Passenger Van XL

Issue Date: June 27, 2023

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Bids ("RFB") soliciting bids from qualified individuals, firms or organizations for the lease of a new Ford Transit Van XL as described in this RFB.

SEALED BIDS MUST BE RECEIVED NO LATER THAN: 2:00 PM, CDT, ON JULY 6, 2023.
Bids submitted after that time and date will be rejected.

BIDS SHALL BE SUBMITTED TO:

Coordinator of Purchasing
Rockwood School District
111 East North Street
Eureka, Missouri 63025

All inquiries for information regarding Bid Preparation and Submission Requirements shall be in writing and shall be directed to:

Brenda Kirchhoefer
Coordinator of Purchasing
Rockwood School District
111 East North Street
Eureka, Missouri 63025
kirchhoeferbrenda@rsdmo.org
636.733.2045

All other communications and questions regarding this RFB must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFB process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a Bid.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

Important Dates

RFB Issue Date	June 27, 2023
Deadline for RFB Clarification	June 30, 2023
Bid Due Date	July 6, 2023 at 2:00 PM CST
Award Recommendation Submitted to BOE	July 19, 2023
BOE Approval Date	August 3, 2023
Lease Start Date	August 15, 2023

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I. RFB INSTRUCTIONS AND CONDITIONS

1. INTRODUCTION

The District is a nationally recognized, diverse community of learners. Currently the District serves nearly 20,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 3,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District has consistently earned the accreditation of Distinction in Performance by the Missouri Department of Education. Additional detailed information about the District may be found at www.rsdmo.org.

The Rockwood School District invites you to submit a bid according to requirements contained herein for the lease of a new Ford Transit Van XL.

2. BID PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, bidders must email bid to kirchhoferbrenda@rsdmo.org by 2:00 PM, CDT, on July 6, 2023. **Bids submitted after that time and date will be rejected.**
- B. Bids shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFB. Emphasis should be on completeness and clarity of content. At the same time, bids should be as thorough and detailed as possible so that the District may properly evaluate the Bidder's capabilities to provide the required services.
- C. Bidders must include at least the following information, data and responses labeled accordingly in their bids (i.e. C1, D, E. etc.):
 - (1) Bidder's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
 - (2) If Bidder is incorporated, include the state in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.
 - (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFB and the bid.
 - (4) Description of the manner by which Bidder proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Bidder's total cost for the services to be provided.
 - a. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Bidder agrees, no additional fees shall be charged to the District for card acceptance.
 - b. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.
- D. Bidder must provide a Certificate of Good Standing indicating they have filed all reports and paid the necessary fees to the Secretary of State's office in the state they are licensed in.

3. AWARD

Award(s) will be made to the responsive and responsible Bidder(s) whose bid(s) is deemed to be

most advantageous to the District, taking into account overall content of the bid, cost, overall bid, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a bid. The District may request additional information and/or an interview with some or all Bidders as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Bidder.

4. RIGHT TO REJECT

The District reserves the right to accept any bid, to reject any and all bids, and to waive any irregularities or informalities in any bids. Conditional bids will not be accepted.

5. BIDS FINAL

All Bids shall be deemed final, conclusive and irrevocable, and no Bid shall be subject to correction or amendment for any error or miscalculation.

6. COST OF PREPARATION

The cost of preparing and submitting a response to this RFB will be assumed solely by each Bidder, whether or not any agreement is signed as a result of this RFB.

7. OWNERSHIP OF SUBMITTALS

All completed Bids submitted in response to this RFB become the property of the District upon submission. The District may use the bid for any purpose deemed appropriate. The bid material may become part of any contract between the successful Bidder and the District.

8. RFB INTERPRETATION

Interpretation of the wording of this RFB will be the responsibility of the District and that interpretation will be final and binding.

9. PRICE

Bidders are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

10. CONTRACT

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement with approval anticipated to be received no later than August 3, 2023. The successful Bidder may be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein. It is anticipated the contract term will commence on August 15, 2023 and continue through August 14, 2028.

11. BILLING AND PAYMENT

Invoices shall be submitted directly to the Rockwood School District via email at accountspayable@rsdmo.org or mailed to the District's Finance Office at 111 E. North St., Eureka, MO 63025. Each invoice should contain the District purchase order number, date of shipment, quantity, price and items(s) shipped. Invoices will not become due and payable until all times listed on the invoice are received complete.

Rockwood School District's payment terms are Net 45.

12. TAXES

Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost bid, as these taxes do not apply to the District.

13. NO PARTICIPATION

The successful Bidder shall not directly or indirectly participate as a Bidder, bidder, or subcontractor to a Bidder or bidder on any bids or request for bids to be designed, or services to be provided, as part of the projects contemplated by this RFB.

14. EXCEPTIONS

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the bid. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

15. USE OF INFORMATION

A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information ("Information") furnished or disclosed to interested parties under this RFB, or as the result of this RFB, shall remain the property of the District and, when in tangible form, all copies of such information shall be returned to the District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by the District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFB, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

B. No specifications, drawings, sketches, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFB shall be considered to be confidential or proprietary.

16. TOBACCO-FREE DISTRICT

The Rockwood School District Board of Education has adopted a policy to provide a tobacco-free environment within Rockwood School District's boundaries, including buildings, facilities, grounds, parking lots, etc. The use of any tobacco products by any visitor, including employees of Contractors and Subcontracts, is prohibited at all times.

II. DESCRIPTION OF PRODUCTS

The Rockwood R-VI School District is soliciting bids from local dealerships for a 5-year lease of one (1) new Ford Transit XL passenger van. Please use the attached Exhibit A to provide pricing for this bid including the expected delivery date. All specifications shown are a minimum and are not designed to exclude any bidder. Due to necessity, some specifications may be exceeded, but in all instances, they must be at least equivalent. If bidding alternates to these specifications, full manufacturer's specification sheets must accompany the bid.

VEHICLE

- Model
 - One (1) New Transit Passenger Van XL
- Engine
 - 3.5L PFDi V6 Engine
 -
- Drivetrain
 - All-Wheel Drive
 -
- Transmission
 - 10-Speed SelectShift® Automatic Transmission
 -
- Exterior
 - Oxford White
 -
- Interior
 - Vinyl – Grey
 -
- Interior Features
 - Air Conditioning
 - Assist Handle- B-Pillar
 - Assist Handles - A-Pillar
 - Center Console - Locking
 - Powerpoint - 12V (FRONT)
 - Steering - Tilt/Telescopic
 - Tachmeter
- Exterior Features
 - Auxiliary Fuel Port
 - Full Size Spare Tire/Wheel
 - Wipers – Rain sensing
- Functional
 - Auto High-Beam Headlamps
 - Electric Power Assist Steering
 - Forward Collision Warning
 - Lane Keeping System
 - Post- Collision Braking
 - Pre-Collision Assist
 - Rear View Camera

- Heavy Duty Front Axle Suspension
- Safety and Convenience
- 3-Point Safety Belts
- Airbags – Front and Side
- Brakes – 4 Wheel Disc/ABS
- Anti-Theft System
- Tire Pressure Monitor

III. CONTRACT TERMS AND CONDITIONS

INTRODUCTION TO THIS SECTION

The successful Bidder will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFB. In submitting a bid, the Bidder agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Bidder would be expected to commence the services on or about July 21, 2023 and complete the services as mutually agreed. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, workers' compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Workers' Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.
- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

TERMINATION

District may terminate this Agreement and cease payment of all or a portion of the remaining payments not dispersed to date if (i) District, in its sole discretion, is not satisfied with the quality of the work achieved under this Agreement; (ii) Contractor fails to meet the conditions set forth in this Agreement; or (iii) District or any reason, provides seven (7) business days' advance written notice to Contractor of its intention to terminate this Agreement. If this agreement is terminated in accordance with this paragraph, District shall only be required to pay Contractor for goods or services delivered to District prior to the termination and not otherwise returned in accordance with District's return policy. If District has paid Contractor for goods or services not yet provided as of the date termination, Contractor shall immediately refund such payments.

FORCE MAJEURE

In the event either party is unable, as a result of a Force Majeure Event, to perform Services as set forth in this Agreement, neither party shall have any liability under this Agreement with respect to one another. Neither party shall be liable to the other for any additional costs, expenses or damages arising out of the rescheduling or cancellation of the Services pursuant to this Section. "Force Majeure Event" means unforeseeable causes beyond the parties' control and without their fault or negligence, including but not

limited to, governmental action or inaction, war, acts of God or of the public enemy, riots, fires, floods, earthquakes, pandemics, epidemics, coronavirus, COVID-19, or any other deadly and communicable virus or disease, quarantines, strikes, lockouts, freight embargoes, electrical outage, computer or communication failures.

INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

FISCAL FUNDING

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

GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Director of Facilities and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the

Services.

CONTRACTOR REPRESENTATIONS

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

Contractor agrees that any employee acting on behalf of the contractor and performing duties on District property will adhere to District policies related to staff conduct, including but not limited to: banning the use of tobacco on District property, drug-free workplace and activities that could be viewed as unethical or a conflict of interest. Contractors whose staff will regularly enter school buildings will perform background screening on each staff member to ensure that they are not on a sexual offender or predator list. A complete list of District policies can be found at:

www.rsdm.org/departments/boe/policiesandregulations

INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

NON-DISCRIMINATION

The District actively follows a policy of nondiscrimination on the basis of age, race, color, religion, sex, national origin, sexual orientation, marital status, disability, and Vietnam-Era-veteran-status. The District also complies with the following laws and implementing regulations: Title VI and Title VII of the Civil Rights Act of 1964 regarding race, color, national origin, religious and sex discrimination; Title IX of the Education Amendments Act of 1972 regarding sex discrimination; the Americans with Disabilities Act, as amended by the ADA Amendments Act; the Missouri Humans Rights Act; Section 504 of the Rehabilitation Act of 1973 regarding discrimination based on disabilities and handicaps; the Age Discrimination in Employment Act; the Missouri Anti-Discrimination Against Israel Act; and other state and federal laws and regulations.

ACKNOWLEDGEMENT FORM
 (Complete and return as part of your bid)

The Bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Bid (RFB) and as modified by any addenda.

Company Name	Representative's Name	Title
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Address	City/State/Zip	Telephone #	Fax #
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E-mail Address

Years in Operation	Years under current structure and/or under previous structure
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1) Name of Company's Officers:

NAME	TITLE

2) The undersigned hereby acknowledges the receipt of the following addenda:

Addendum Number	Date Issued	Date Acknowledged	Signature

3) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFB, and that the terms and conditions set forth in the Bid will remain open for at least 90 days from the deadline for submission of Bids

Company Officer's Name

Signature	Date
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EXHIBIT A

RFB0623ECCVAN - Early Childhood Center Transit Passenger Van

Bid Form

One (1) New Passenger Van

Bid Model: _____

Annual Lease Amount: _____

Expected Delivery Date: _____

Company: _____

Address: _____
City State Zip

Phone Number: _____ Email: _____

Printed Name and Title: _____

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The undersigned certifies that he/she has the authority to submit a bona fide bid for said company.

Signature Date