



**ROCKWOOD SCHOOL DISTRICT
REQUEST FOR PROPOSALS**

RFP No.: RFP0623TRANSCSS

Title: Portable Child Safety Seats/Restraints for School Buses

Issue Date: Monday, May 1, 2023

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide the items, goods, supplies and products as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE PRODUCTS DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 2:00 PM, CDT, ON FRIDAY, MAY 19, 2023. Proposals submitted after that time and date will be rejected.

PROPOSALS SHALL BE SUBMITTED TO:

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

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

Veronica Woll
Purchasing Agent
Rockwood School District
111 East North Street
Eureka, Missouri 63025
wollveronica@rsdmo.org
636.733.2033

All other communications and questions regarding this RFP 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 RFP process. Failure to follow this directive or any attempt to contract or to influence any such person may result in rejection or disqualification of a proposal.

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

RFP Issue Date	May 1, 2023
Deadline for RFP Clarification	May 15, 2023 at 12:00 PM CDT
Proposal Due Date	May 19, 2023 at 2:00 PM CDT
BOE Approval Date	June 8, 2023

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I. RFP 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 purpose of this RFP is to establish the requirements for providing Seventy-Five (75) Portable Child Safety Seats/Restraints for School Bus Usage ("Products"). The Products are described more fully below in this RFP. It is anticipated that the delivery of the Products would begin on or after July 1, 2023, and would be completed by July 31, 2023.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit two (2) hard copies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFP0623TRANSCSS**. Proposals shall be delivered to:

Purchasing Agent
Rockwood School District
RFP0623TRANSCSS
111 East North Street
Eureka, Missouri 63025

SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN 2:00 PM CDT ON FRIDAY, MAY 19, 2023. Proposals submitted after that time and date will be rejected.

- B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required products.

Electronic or facsimile proposals will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

- C. Proposers must include at least the following information, data and responses in their proposals:
- (1) Proposer'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 Proposer 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 owing 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 RFP and the proposal.
 - (4) A description of Proposer's products which are being proposed.

(5) Proposer's total price for the Products, including any and all costs and expenses. Proposer shall submit a price list appropriately evidencing and itemizing Proposer's prices, including any applicable discounts.

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 Proposer 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. Proposers must provide a description or evidence of their experience and qualifications to provide the Products described in this RFP.

E. Proposers must provide evidence or information as to their financial condition and stability.

F. Proposer 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.

G. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each proposer has provided the products being proposed.

H. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

3. PRE-PROPOSAL CONFERENCE

A pre-proposal meeting will not be necessary. An addendum to the RFP will suffice for clarification purposes and will be posted via the District's RFP website link.

4. AWARD

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications, and quality of Proposer's products, [and (any additional evaluation criteria)]. 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 proposal. The District reserves the right to request clarification or additional information and may interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any proposer.

5. RIGHT TO REJECT

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

6. PROPOSALS FINAL

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

7. COST OF PREPARATION

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

8. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

9. RFP INTERPRETATION

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

10. PRICE

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

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. CONTRACT

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received by June 23, 2023. The successful Proposer may be required to enter into a written contract with the District which will include, but not be limited to, the Products described herein and the contract provisions included herein.

13. TAXES

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

14. NO PARTICIPATION

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or Products to be provided, as contemplated by this RFP.

15. 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 proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

16. 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 RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to 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 District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, 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, sketched, 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 RFP shall be considered to be confidential or proprietary.

II. DESCRIPTION OF PRODUCTS

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide Portable Child Safety Seat/Restraints for our Early Childhood Class A Buses with High Back Compartmental Seats as outlined in the specifications below. While subject to final determination, the District anticipates that the successful Proposer will begin delivery of the Products on or about July 1, 2023, and will complete delivery of the Products on or about July 31, 2023.

QUANTITY REQUIRED:

- Seventy-Five (75)

TECHNICAL SPECIFICATIONS:

Proposed product should meet or exceed the following specifications:

- Rated for children weighing from 20 to 90 lbs.
- Wraps around Class A Buses with high back compartmental seats.
- Installs on Class A Buses with high back compartmental seats.
- Meets or exceeds all applicable federal and state standards.
- Removable, washable seat pad

OTHER REQUIREMENTS:

- Product warranty shall be included in the bid.
- Bid pricing shall remain effective through June 30, 2024. Exceptions must be noted in the bid.
- Shipping/Freight costs shall be included in the bid.
Delivery Location: 17146 Manchester Road, Wildwood, MO 63040-1001
- Lead time shall be included in the bid.

III. CONTRACT TERMS AND CONDITIONS

INTRODUCTION TO THIS SECTION

The successful Proposer may 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 RFP. These terms and conditions also will be included in any purchase order(s) issued by the District. In submitting a proposal, the Proposer 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. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

WARRANTY ON PRODUCTS

Contractor warrants that all Products covered by this Agreement will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or goods or by payment for them.

INSPECTION AND ACCEPTANCE

No Products received by the District pursuant to this Agreement shall be deemed accepted until the District has had reasonable opportunity to inspect said Products. All Products which are discovered to be defective or which do not conform to any warranty of the Contractor herein upon initial inspection, or at any later time if the defects contained in the Products were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement at the District's option. Such right to return defective Products shall no exclude any other legal, equitable or contractual remedies the District may have.

TERMINATION

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Products delivered and accepted up to the date of termination.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

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 Products 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.

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 Coordinator of Purchasing and/or his or her designee on a regular basis, and as may be reasonably requested, concerning the Products provided by Contractor and issues related to the Products. 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 provide the Products.

CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Products 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 Products 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.

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 providing of the Products, and 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 Products, 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. By entering into this Agreement, Contractor agrees to be bound by all aforementioned laws and regulations. Contractor shall also comply with all legal requirements of the Americans with Disabilities Act and the Missouri Human Rights Act regarding accessibility of facilities and programs, as may apply. Further, Contractor certifies that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies authorized by, licensed by, or organized under the laws of the State of Israel; or companies, persons, or entities doing business in or with the State of Israel.

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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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