

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**RFP No.: RFP0319ALTTRANSP**

**Title: Alternative Student Transportation (Non-Bus, Taxi) Services**

**Issue Date: March 7, 2019**

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 Alternative Student Transportation (Non-Bus, Taxi) services as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 3:00 PM CDT ON APRIL 2, 2019. Proposals submitted after that time and date will be rejected and returned.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Purchasing Buyer

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:**

Terra Wichowski

Purchasing Buyer

Rockwood School District

111 East North Street

Eureka, Missouri 63025

wichowskiterra@rsdmo.org

(636) 733-2032

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 contact 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: March 7, 2019**

 **Deadline for RFP Clarification March 19, 2019**

 **Proposal Due Date April 2, 2019 at 3:00 PM CDT**

 **Award Recommendation Submitted to BOE May 1, 2019**

 **BOE Approval Date May 16, 2019**

 **Contract Commencement Date July 1, 2019**

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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 21,000 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 4,000 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](file:///%5C%5Cfs1%5Ccohome%5Ccofiles%5Capps%5Callusers%5CPurchasing%20and%20Transportation%5CTemplates%5CRFP%27S%5Cwww.rsdmo.org).

The Rockwood School District invites you to submit a proposal according to requirements contained herein for alternative student transportation (non-bus, taxi) services. It is anticipated that the alternative student transportation services would be contracted for five (5) years. The contract term would begin on July 1, 2019 for the 2019-2020 school year.

1. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

A. In order to be considered, proposers must submit two (2) hardcopies and one (1) electronic copy of the proposal and all requested forms. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFP0319ALTTRANSP**. Proposals shall be delivered to:

Purchasing Buyer

Rockwood School District

**RFP0319ALTTRANSP**

111 East North Street

Eureka, Missouri 63025

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 3:00 PM CDT ON APRIL 2, 2019. Proposals submitted after that time and date will be rejected and returned.**

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 services.

Electronic or facsimile proposals alone 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 labeled accordingly in their proposals (i.e. C1, D, E. etc.):

(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 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 RFP and the proposal.

(4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.

(5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.

(6) Description of the manner by which Proposer 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 Proposer’s total cost for the services to be provided.

1. 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.
2. 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 undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.

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

F. 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 services.

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

1. **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 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 proposal. The District may request additional information and/or an 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **RFP INTERPRETATION**

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

1. **PRICE**

Proposers 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.

1. **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 no later than May 16, 2019. The successful Proposer will 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 July 1, 2019, and continue through June 30, 2024.

1. **INSURANCE**

The successful Proposer will be expected to provide the following types of insurance with the described limits:

Comprehensive General Liability $ 1,000,000 per person per occurrence

 (Including Contractual Liability)

 $ 1,000,000 property damage per occurrence

 $ 1,000,000 aggregate all claims per occurrence

Workers' Compensation As required by applicable law

Employer's Liability $ 1,000,000 per occurrence

Automotive Liability $ 1,000,000 per occurrence

Professional Errors and Omissions $ 1,000,000 per occurrence

1. **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.

1. **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 services to be provided, as part of the projects contemplated by this RFP.

1. **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 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 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, 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 RFP shall be considered to be confidential or proprietary.

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**II. SCOPE OF SERVICES**

The purpose of this RFP is to initiate a contract for alternative transportation service for the District. Current alternative transportation includes students classified as “homeless” and students who cannot be accommodated on a bus route. Transportation includes routes located within as well as outside the District: from designated address-to-school and return, school-to-contract-site and return, and special transportation circumstances previously unscheduled (i.e., to/from evaluation, training, or other community site, etc.).

The District’s Educational Equity and Diversity department will use taxi services for special events and after-school activities for students participating in the Voluntary Interdistrict Choice Corporation (VICC) program. The number of students requiring alternative transportation will vary during the school year as there are approximately 1,450 students in the program who are served by Rockwood School District.

The District’s Homeless Coordinator provides daily transportation services to students who are in transition from a stable home address. The Coordinator will determine which students qualify for this transportation and will determine when a student is officially added to, or deleted from, the students qualifying for non-bus/taxi services. The Homeless Coordinator will act as the District’s designated staff member who will establish which students require transportation and any special needs such as a para/monitor or other needs such as requiring a wheel chair van. Currently there are between twenty-five (25) and forty (40) K-12 students requiring alternative transportation; however, that number is subject to change throughout the year and from year to year.

Route changes are considerably more frequent than in a regular transportation program due to frequent changes in designated ridership and student locations.

Homeless transportation may involve student living outside of the District that were residents of the District prior to becoming homeless. These students will be transported to a Rockwood school.

Homeless students living within the district that previously attended another district prior to becoming homeless will be transported out of the Rockwood area to another school district, usually within St. Louis County or an adjacent county. Student will be transported back to the location where they reside at the end of the school day.

**CONTRACTOR REQUIREMENTS**

1. **GENERAL REQUIREMENTS**

The Contractor shall provide alternative transportation services for the District in accordance with the terms and conditions specified herein and according to all applicable Missouri statutes and state Board of Education regulations for the transportation of students (5 CSR 30-261.015).

For purposes of this document, the Contractor shall agree that alternative transportation services shall be defined as a portal-to portal transportation service in a vehicle(s) clearly marked as a transporter for hire. The contract shall be construed in accordance with the definitions of those words and expressions listed in the Definitions section contained herein. Prior to award of contract, the Contractor must provide written evidence of a minimum of twelve (12) continuous months of experience in transporting the public as a transporter for hire. The written evidence should include but not be limited to taxi permits, transportation contracts, invoices, written endorsements by current and previous customers, and a copy of an approved application for a Jefferson County, St. Charles County, St. Louis City or St. Louis County operating authority license.

The Contractor shall provide alternative transportation services for home-to-school and return routes and on an as-needed basis for school activity and ancillary transportation. The Contractor shall in addition to regular alternative transportation service, provide illness, suspension and miscellaneous student pickups as needed. If requested by the District, the Contractor shall provide alternative transportation services during the subsequent Rockwood Summer Academy.

The District shall provide the Contractor with pickup/drop-off times and locations, the names of students requiring alternative transportation and their respective addresses. The Contractor must obtain prior approval from the District for any changes to student pickup/drop-off times and locations. The Contractor shall make all changes for regularly scheduled routes within forty-eight (48) hours after notification by District.

The Contractor shall ensure that all vehicles assigned for student pickup shall arrive at the pickup location within ten (10) minutes of scheduled time set by the District. If the Contractor is not there within this timeframe, liquidated damages may be assessed. If the student is not ready for pickup at the scheduled pickup time, the Contractor is to wait ten (10) minutes with attempts to contact student(s) parent/guardian. If the student(s) are still not ready, the Contractor is to designate the pickup as a no-show and go to the next location. If the District or a parent/guardian has called the Contractor at least one hour before pickup time to cancel the ride, the Contractor is to designate it as a cancellation.

The District’s current start and dismissal times are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Start | Dismissal | Early Dismissal | Late Start |
| Early Elementary | 8:33 AM | 3:23 PM | 12:18 PM | - |
| Late Elementary | 9:09 AM | 3:59 PM | 12:55 PM | - |
| Middle School | 7:47 AM | 2:30 PM | 11:32 AM | - |
| High School\* | 8:28 AM | 3:17 PM | 12:16 PM | 9:58 AM |

\*Zero Hours starts at 7:20 AM.

 Final Exam Schedule Early Dismissal is at 12:38 PM.

The Contractor shall be able to provide sufficient vehicles, including wheelchair vans, to run a minimum of 35 routes. The District estimates the number of students requiring alternative transportation services, and therefore, the number of required vehicles may vary as enrollment changes. The District does not guarantee any quantity of service, students, runs, routes, or required vehicles.

The Contractor shall not transport more than four (4) students at one time in a car or six (6) in a minivan. The Contractor shall not transport students in 10-18 passenger vans. Contractor shall provide age-appropriate child restraint equipment such as booster and/or car seats, as specified by the District, and seat belts for all students. Vehicles must be equipped with safety door locks.

Non-designated individuals will not be allowed to ride in vehicles transporting District students. The Contractor will not transport students together who are at different school levels or going to different programs unless specifically agreed to by the District. The District shall not pay for alternative transportation service to non-District designated students.

The Contractor shall provide safe and timely service. The Contractor shall transport the students to/from school in a timeframe determined appropriate by the District. The District may assess liquidated damages to any late vehicle of $25.00 per student unless delays are due to weather or unforeseen traffic conditions beyond Contractor’s control.

1. **PERSONNEL REQUIREMENTS**

The Contractor shall submit with its response to this RFP a current organization chart that includes staff member names, positions and experience level for each of its operating locations. In addition, the Contractor shall submit a list of the drivers it currently employs who have a Class E For-Hire driver’s license with an S endorsement and who meet all the criteria listed herein.

The Contractor must supply administrative personnel, including a key account representative, who has demonstrated, through previous assignments, the ability to assume the responsibilities associated with administering a transportation program encompassed by this contract.

The contractor must supply drivers who:

1. have a Class E For-Hire driver’s license with an S endorsement.
2. are licensed in accordance with all applicable federal, Missouri and State Board of Education statutes, laws, regulations and policies.
3. have a good driving record as verified by a license check with the Missouri Department of Revenue.

The Contractor shall verify each driving record upon employment and then every twelve (12) months thereafter. Such records shall be placed into the driver’s file.

The Contractor shall not use drivers to fulfill the contract who have accrued more than two (2) moving violations for any reason in the last three (3) years, and unless specifically agreed to by the District, shall not use drivers who have had a DUI, DWI or controlled substance-related violation within the last fifteen (15) years.

In the event the Contractor fails to maintain driving record checks, the Contractor may be assessed liquidated damages of Five Hundred Dollars ($500) for each month that record checks were not maintained. A first violation of a non-compliant driver operating a District run/route may result in liquidated damages of Five Hundred Dollars ($500). A second violation may result in liquidated damages of One Thousand Five Hundred Dollars ($1,500). In addition to the liquidated damages mentioned above, a Contractor may be assessed liquidated damages in the amount equal to the cost of the routes operated by the driver while not in compliance.

1. will drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations.
2. will abstain from the use of tobacco products while students are present in the vehicle, on school grounds or any District property. Drivers as well as their vehicles must not smell of smoke or any other offensive odor.
3. will not be allowed to carry weapons of any type while transporting students.
4. will be of good moral character. No person shall be employed to provide service where the report of any findings, criminal history convictions or sex offender registration, as obtained through the Missouri Family Care Safety Registry, the Missouri State Highway Patrol (and/or the person’s state of residence) and the Missouri Sex Offender Registry (and/or the person’s state of residence), indicates the person has been convicted of a felony or misdemeanor as specified in Section 302.272 RSMo unless approved by the District. (Section 168.133 RSMo)

The Contractor shall verify and be liable for the payment of each Missouri Family Care Safety Registry findings upon employment and then every twelve (12) months. Such verification shall be placed into the driver’s file.

The Contractor shall verify and be liable for the payment of all driver criminal checks upon employment and then every twelve (12) months with the Missouri State Highway Patrol. Such verification shall be placed into the driver’s file.

The Contractor shall verify and be liable for the payment of each Sex Offender Registry findings upon employment and then every twelve (12) months. Such verification shall be placed into the driver’s file.

In the event the Contractor fails to maintain such checks, the Contractor shall be assessed liquidated damages of Five Hundred Dollars ($500). A second violation of non-compliance of drivers’ criminal checks may result in liquidated of One Thousand Five Hundred Dollars ($1,500).

The Contractor shall ensure that all drivers display his/her current driver’s license upon request of a school official or District authorized individual. Failure to comply at the time of request shall result in the denial of payment for the run/route plus any charges, if additional transportation is required. For the second and subsequent offenses, the Contractor may be assessed liquidated damages in the amount of One Thousand Five Hundred Dollars ($1,500).

The Contractor shall have a company policy addressing proper dress code for its employees. The drivers must not wear attire that might be considered offensive. The District will determine if attire is considered offensive.

The Contractor shall have a company policy requiring each driver to have in his/her possession a photo ID badge containing facial photograph, employee’s full name and the name of the transportation company. If a driver does not produce or fails to show photo ID upon request, the Contractor shall be assessed liquidated damages in the amount of One Hundred Dollars ($100) per incident.

The District reserves the right to require the contractor to remove or reassign drivers assigned to District routes. The District shall be the sole judge if a driver may be used to fulfill the contract.

MEDICAL EXAMINATIONS

Drivers must have an annual medical examination by a physician licensed in medicine or osteopathy in the State of Missouri that indicates the driver has no limiting conditions for the safe operation of a school transportation vehicle and meets all qualifications as set forth by the Department of Revenue, Section 302.272 RSMo.

All drivers must abstain from the use of alcohol and drugs in the performance of his/her duties under this contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of his/her duties under this contract. The District reserves the right to require drug testing at random for drivers hired for this contract and for drivers involved in a preventable accident.

The Contractor shall verify and be liable for the payment of a Drug Test and Physical upon employment and then every twelve (12) months as well as conduct random drug tests for any driver utilized under this contract. Such verification shall be placed into the driver’s file. No driver may be utilized for this contract who fails either his/her Drug Test or Physical Exam.

In the event the Contractor fails to maintain medical and drug/alcohol testing records on all safety sensitive employees, the Contractor shall be assessed liquidated damages of One Thousand Five Hundred Dollars ($1,500).

If requested by the District, the Contractor shall investigate any employee’s performance.

The Contractor shall maintain records on all employees or subcontractors that demonstrate all personnel requirements of the contract have been met. The personnel file shall contain current copies of the following:

* State of Missouri Motor Vehicle Driver’s Record Check (MVR)
* State of Missouri Highway Patrol Criminal Record Clearance Letter (CRC), which must be from the Missouri Automated Criminal History System (MACHS)
* State of Missouri Family Care Safety Registry Findings
* Drug Test and Physical Exam Results
* Current Commercial Driver’s License - Class E For-Hire or higher with an S endorsement
* E-verify documentation
* Documents noting whether the individual is an employee or a subcontractor

The District shall retain the authority to examine all personnel records of the Contractor to determine compliance with the contract, if necessary.

DRIVER TRAINING

The Contractor shall ensure that each driver and all other employees are provided training in the proper methods of relating to students, parents/guardians and school administrators. The following behaviors, as well as any driver aiding or abetting these behaviors, will not be tolerated.

* Rudeness to students, parents/guardians and/or school administrators
* Vulgar or obscene language
* Inappropriate physical contact
* Transportation of unauthorized passengers while students are on board
* Making unauthorized stops while transporting students
1. **ACCIDENT/INCIDENT PROCEDURES**

The Contractor shall immediately notify the District of any accident/incident involving their vehicle while transporting students.

The Contractor shall immediately notify the District of any accident/incident involving a District student.

The Contractor must file a written report with the District within three (3) working days following an accident/incident. Failure to so will result in liquidated damages equal to the cost for the run/route in which the accident/incident occurred.

1. **VEHICLE AND EQUIPMENT REQUIREMENTS**

The Contractor must supply vehicle licensed according to municipal or county requirements for Jefferson County, St. Charles County, St. Louis City or St. Louis County and Missouri state law. All vehicles must possess a current permit allowing them to transport passengers for the municipalities or counties indicated.

The Contractor shall be assessed liquidated damages in the amount of Five Hundred Dollars ($500) for each work day the Contractor does not supply vehicles that are appropriately licensed.

The Contractor shall provide all vehicles that must be marked as a transporter for hire. The Contractor’s company name must be painted or stenciled onto the vehicle. No temporary signage will be permitted without written approval from the District.

The Contractor shall maintain all vehicles in a clean, non-offensive smelling, safe and reliable mechanical condition. The Contractor shall equip all vehicles with a two-way communication system that shall enable a central dispatcher to contact the driver. Preference will be given to contractors that have GPS tracking capabilities.

The Contractor must equip all vehicles with a seatbelt for all passengers as well as functioning safety door locks. All seat belts must be visible and work properly. In addition, vehicle must have the proper child restraints, including booster or car seats for those students who require them, as determined by the District. Failure to comply shall result in denial of payment for the run/route and any additional charges.

The Contractor shall provide to the District a list, updated quarterly, of vehicles used under the contract and which states the description of each vehicle; license number; inspection number, if applicable; operating authority license; and model year. If a vehicle is removed from service, the District shall be notified in a timely manner. The District reserves the right to audit these vehicles and/or records and may assess liquidated damages if Contractor is found to be non-compliant.

1. **INCLEMENT WEATHER**

During inclement weather, the Contractor will follow the District’s decision to have school or cancel school. If Rockwood is cancelled due to weather conditions within the District, the Contractor will not transport students to Rockwood schools but may be required to transport students staying at an address within the Rockwood boundaries but attending a school district that has not been closed due to inclement weather.

1. **INVOICING AND REPORTING REQUIREMENTS**

The Contractor shall submit a monthly invoice for services actually provided along with all required reports to:

Rockwood School District

Office of Education Equity and Diversity

16025 Clayton Road

Ellisville, MO 63011-2162

Routing will be established by the Contractor, based on the number of students and their locations, to be as operationally efficient as possible in dropping off students within start/dismissal time parameters and minimizing transit time. Students will not be dropped off prior to ten (10) minutes before the designated start time or picked up before the designated end time, unless approved by the District. Current start and dismissal times are included herein under the General Requirements section.

The Contractor shall be compensated at the applicable rate as indicated on Exhibit A and described herein.

Route mileage for a vehicle with multiple students shall be determined based on the farthest student’s pickup point location to his/her designated destination point. No additional mileage will be provided for any other student in this vehicle, if dropped at the same destination point.

To ensure accurate mileage, the Contractor will use a mileage software program or app approved by the District, such as Google Maps. Payment will be made according to the fixed price per mile. In the event that all of the student(s) scheduled to be picked up at a designated location(s) are absent, the Contractor shall be compensated at the firm, fixed price per no-show occurrence, if the vehicles arrived at the pickup location and the route was not canceled within sixty (60) minutes of the scheduled pickup time. The Contractor must indicate the student’s name(s) and address for each no-show occurrence and time of no show on the billing data and call the student’s school on the day of the no show.

The Contractor shall provide detailed data for the pickup and return routes, including a log for each route to substantiate the invoice. Each log must include: pickup and drop-off date, times, and address(es), full name of student(s), driver’s name, billing number (if applicable), and firm, fixed price.

* The Contractor shall maintain all route logs for a minimum of three (3) years. For failure to maintain route logs, the Contractor may be assessed liquidated damages in the amount not-to-exceed One Thousand Five Hundred Dollars ($1,500) for every month that the contract was not in compliance.
* The Contractor shall furnish to the District accurate, daily billing information on each route and other information deemed appropriate. Billing must differentiate all AM from PM routes. Billing must identify students, per their classification, such as homeless. Failure to provide any requested information in a timely manner may result in the District’s withholding of the invoice payment(s) to the Contractor. Once the billing is deemed accurate, the District will pay within 45 days.

The Contractor shall agree and understand that any route is subject to non-payment for incorrect information submitted by the Contractor. The Contractor may be liable for liquidated damages equal to the cost of the route.

If requested, the Contractor shall make available to the District the Contractor’s records for the purpose of examining and determining the accurateness of the monthly invoices.

For any liquidated damages identified herein, the District reserves the right to deduct such liquidated damages from the Contractor’s payment, from the Contractor’s invoice, or invoice the Contractor for the payment of the liquidated damages.

Other than the payments specified herein, no other payments or reimbursements shall be made to the Contractor.

1. **COORDINATION REQUIREMENTS**

The Contractor shall fully coordinate all contract activities with those activities of the District through the District’s Educational Equity and Diversity department and the District’s Homeless Coordinator. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the District throughout the effective period of the contract.

1. **PROPERTY AND CONFIDENTIALITY**

All reports, documentation and material developed or acquired by the Contractor, as a direct requirement specified in the contract shall become the property of the District. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor’s performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the District.

1. **DEFINITIONS**

The Contractor shall agree and understand that whenever the following words and expressions appear in the RFP document or any amendment, exhibit or attachment thereto, the definition or meaning described below shall apply. If reference to any of the words below is ambiguous to the Proposer, or contradicts the RFP, the Proposer shall make this known to the District prior to submitting a proposal.

ROUTE shall be defined as the transportation of one or more students to a designated location. Payment will be based upon the student who lives farthest from the destination location.

MIDDAY TRANSPORTATION shall be defined as transportation provided for half-day classes or scheduled early dismissals or late starts.

SCHOOL ACTIVITY TRANSPORTATION shall be defined as transportation provided to students who participate in approved activities either before and/or after school, on weekends, holidays, or non-school days.

MISCELLANEOUS TRANSPORTATION shall be defined as transportation provided to students for transport to/from school.

NO SHOW shall be defined as a student scheduled for pickup who is not available at the scheduled time and for whom the District or a parent/guardian has not provided at least an hour’s notice that the student does not need transportation.

CANCELLATION shall be defined as a student scheduled for pickup for whom the District or a parent/guardian provides at least an hour’s notice that the student does not need transportation.

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**III. CONTRACT TERMS AND CONDITIONS**

**INTRODUCTION TO THIS SECTION**

The successful Proposer 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 RFP. 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. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about July 1, 2019 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.

**REMEDIES FOR UNSATISFACTORY SERVICES**

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

**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**

A. The District may terminate this Agreement with or without cause at any time by giving 15 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 Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.

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 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 Consultant 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 Consultant 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 Executive Director Student Services or Assistant Superintendent Supervision of Schools and/or his/her 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. Vendors 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:

<http://www.rsdmo.org/boardofeducation/policiesandregulations/Pages/default.aspx>

**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.

**FEDERAL WORK AUTHORIZATION PROGRAM**

As an independent contractor of the District, Contractors will provide documentation and a sworn affidavit that all employees of Contractors are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. **Contractors must also sign and provide to the District an affidavit (attached) indicating they do not knowingly employee any unauthorized aliens under this agreement.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ACKNOWLEDGEMENT FORM**

(Complete and return as part of your proposal)

The Proposer 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 Proposal (RFP) and as modified by any addenda.

Company Name Representative's Name Title

Address City/State/Zip Telephone # Fax #

E-mail Address

Years in Operation Years under current structure and/or under previous structure

1. Name of Company’s Officers:

|  |  |  |
| --- | --- | --- |
| NAME |  | TITLE |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. The undersigned hereby acknowledges the receipt of the following addenda:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum Number |  | Date Issued |  | DateAcknowledged |  | Signature |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

1. The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

|  |  |
| --- | --- |
|  |  |
|  | Company Officer’s Name |
|  |  |
|  | Signature Date |

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must 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 District.

Accordingly, your company:

1. agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
2. 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;
3. 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;
4. 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;
5. 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;
6. 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
7. 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) |

**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.
5. FURTHER AFFIANT SAYETH NOT.

|  |  |  |  |
| --- | --- | --- | --- |
|  | By: |  | (individual signature) |
|  | For |  | (company name) |
|  | Title: |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Subscribed and sworn to before me on this  |  | day of |  | , 20 |  | . |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

My commission expires:

|  |
| --- |
| **Rates:** |
| Contractor must state firm, fixed price per mile. |
|  |
| $ |  | per mile using a non-wheelchair vehicle |
| $ |  | per mile using a wheelchair vehicle |
|  |  |  |
| Contractor must state the percentage of the route price that will be charged per no-show occurrence. |
|  |
|  |  | % of the route price per no-show occurrence |
|  |  |  |
| Contractor must state, any additional fuel surcharge rates based on the U.S. Energy Information Administration’s (EIA) Average Midwest (PADD 2) Retail Gasoline Price of regular unleaded gasoline on the first working day of each month. |
|  |
| $ |  | price per mile if PADD 2 is $1.51-2.00 per gallon |
| $ |  | price per mile if PADD 2 is $2.01-2.50 per gallon |
| $ |  | price per mile if PADD 2 is $2.51-3.00 per gallon |
| $ |  | price per mile if PADD 2 is $3.01-3.50 per gallon |
| $ |  | price per mile if PADD 2 is $3.51-4.00 per gallon |
| $ |  | price per mile if PADD 2 is $4.01-4.50 per gallon |
|  |  |  |
| Contractor must provide mileage rate based upon the following origination and destination ZIP codes. Contractor must be able to provide mileage rates as needed as student needs and ZIP codes change. Price per mile for ZIP codes not listed must be reasonable and consistent with prices quoted. |
|  |
| Originating ZIP Code | Destination ZIP Code | Price per mile, PADD 2 is $1.51-2.00 per/gal | Price per mile, PADD 2 is $2.01-2.50 per/gal | Price per mile, PADD 2 is $2.51-3.00 per/gal | Price per mile, PADD 2 is $3.01-3.50 per/gal | Price per mile, PADD 2 is $3.51-4.00 per/gal | Price per mile, PADD 2 is $4.01-4.50 per/gal |
| 63135 | 63011 |  |  |  |  |  |  |
| 63134 | 63040 |  |  |  |  |  |  |
| 63138 | 63025 |  |  |  |  |  |  |
| 63125 | 63026 |  |  |  |  |  |  |
| 63109 | 63026 |  |  |  |  |  |  |
| 63116 | 63011 |  |  |  |  |  |  |
| 63303 | 63026 |  |  |  |  |  |  |
| 63038 | 63038 |  |  |  |  |  |  |
| 63111 | 63026 |  |  |  |  |  |  |
| 63117 | 63038 |  |  |  |  |  |  |
| 63106 | 63011 |  |  |  |  |  |  |
| 63026 | 63049 |  |  |  |  |  |  |
| 63026 | 63051 |  |  |  |  |  |  |
| 63026 | 63016 |  |  |  |  |  |  |
| 63026 | 63049 |  |  |  |  |  |  |

|  |
| --- |
| **Subsequent Years:** |
|  |
| The Proposer must indicate below the percent price increase/decrease for the subsequent years. If no amounts are submitted, the District shall have the right to execute the subsequent years at the same price(s) quoted for the first original contract year. |
|  |
| Subsequent Years Price per Mile Rate % Increase or Decrease |
|  |
|  | 2020-2021 School Year |  | % |  | Increase |  | Decrease |
|  |  |  |  |  |  |  |
|  | 2021-2022 School Year |  | % |  | Increase |  | Decrease |
|  |  |  |  |  |  |  |
|  | 2022-2023 School Year |  | % |  | Increase |  | Decrease |
|  |  |  |  |  |  |  |
|  | 2023-2024 School Year |  | % |  | Increase |  | Decrease |
|  |  |  |  |  |  |  |
| Other Prices for Subsequent Years - Include any other anticipated price changes below. |
|  |
|  | Price Change |  | Reason |
| $ |  |  |  |
| $ |  |  |  |
| $ |  |  |  |
| $ |  |  |  |
| $ |  |  |  |
| $ |  |  |  |
|  |  |  |  |