



# REQUEST FOR PROPOSALS

BUS PURCHASE

RFP #01302024

Proposals Due: **March 13, 2024, 11:00 a.m.**

Frontier Schools, Inc.

Attn: Sadho Habib,

Assistant Finance Manager

6800 Corporate Dr.

Kansas City, MO 64120

## Legal Notice and Invitation

Notice is hereby given that Frontier Schools, Inc. (FSI), an open enrollment charter school, intends to examine methods to receive transportation services for its Kansas City, MO charter schools. No offer of intent to enter into an agreement with any party for transportation service should be construed from this legal notice. FSI will enter into an agreement for services only if, in the sole opinion of the school district, it is in the FSI's best interest to do so.

In order for a proposal to be considered, two (2) hard copies of the bid must be submitted covering all requirements identified in a **sealed envelope** to Sadho Habib by 11:00 a.m. on March 13, 2024, at the Frontier Schools Central Office located at 6800 Corporate Dr., Kansas City, MO 64120. Late proposals will not be considered under any circumstances. Bids will be opened on March 13<sup>th</sup> at 1:00 p.m. at the Frontier Schools Central Office.

Questions regarding the RFP shall be submitted in writing or by email to [shabib@frontierschools.org](mailto:shabib@frontierschools.org) and Keith Henry [4kstcllc@gmail.com](mailto:4kstcllc@gmail.com) by February 27<sup>th</sup> at 1 pm.

A post bid interview of the top candidate(s) may be held at a mutually agreed upon date and time. It is anticipated the recommended bid will be presented at the school board meeting on Saturday, April 20<sup>th</sup>, 2024.

By submitting a proposal, the proposer / offeror / vendor agrees to waive any claim it has or may have against FSI, and its directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any bid; (2) any requirements under the solicitation, bid package, or related documents; (3) the rejection of any bid or any part of any bid; and/or (4) the award of an agreement, if any.

A copy of the Request for Proposal can be obtained by contacting:

Sadho Habib, Assistant Finance Manager  
6800 Corporate Dr, Kansas City, MO 64120  
Phone: (816)241-6200 Email: [shabib@frontierschools.org](mailto:shabib@frontierschools.org)

FSI reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the School District. FSI further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that FSI determines not to be in the best interest of the School district.

## Background Information

Frontier Schools, Inc. (FSI) is a tuition-free, PreK-12, public charter school sponsored by Saint Louis University(SLU).

FSI is an independent public-school system. It is a nonprofit corporation organized under the authority of the State Legislature and exercises powers delegated directly and indirectly by the Missouri State Legislature. The official name of Local Education Agency (LEA) is Frontier Schools.

FSI is serving more than 1600 students at four Kansas City locations:

**Frontier School of Excellence (FSE) – Grades 6-12 (Approx. 300 students)**

5605 Troost Avenue Kansas City, Missouri 64110

**Frontier STEM High School (FSHS) – Grades 9-12 (Approx. 360 students)**

6455 E. Commerce Avenue Kansas City, Missouri 64120

**Frontier School of Innovation Elementary (FSI-E) – Grades PreK - 3 (Approx. 450 students)**

6700 Corporate Drive Kansas City, Missouri 64120

**Frontier School of Innovation Middle School (FSI-M) – Grades 4 - 8 (Approx. 500 students)**

1575 Universal Drive Kansas City, Missouri 64120

## FRONTIER SCHOOLS RFP #01302024 Bus Purchase

### GENERAL TERMS AND CONDITIONS

Frontier Schools is accepting proposals/bids for the purchase of 25 new and used Type C, 72 passenger school buses to establish a school owned school bus fleet. The goal of the school is to secure a variety of school buses ranging in age from new (current model year) through model year 2015. At least one (1) of the buses to be wheelchair lift equipped. The school wishes to have an overall fleet age average of five (5) years. Each bus must meet Federal and Missouri specifications for the model year manufactured in.

All school buses in the state of Missouri must meet the [minimum standards](#) for the year they were manufactured. [RSMo 304.060](#), outlines the responsibility of the state board to enforce the regulations regarding the design and operation of school buses. These standards apply to all school bus including electric, propane and diesel buses and it is imperative that districts remain diligent regarding the minimum standards for all buses they purchase.

#### GENERAL INSTRUCTIONS CONCERNING RFP/RFQ/BIDS

1. **AWARD.** The right is reserved, as the interest of the Frontier Schools, referred to as school or schools going forward, may require rejecting any or all proposals and to waive any minor informality or irregularity in proposals received. Frontier Schools may accept any item or group of items of any proposal unless qualified by specific limitation of the respondent. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, PROPOSALS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE SCHOOL RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY PROPOSAL UPON AT THE UNIT PRICE OFFERED UNLESS THE RESPONDENT SPECIFIED OTHERWISE IN THEIR PROPOSAL.** The agreement shall be awarded to that responsible and responsive person(s) whose proposal, conforming to the Request for Proposals, will be most advantageous (lowest price and best value) to the School, price and other factors considered. An award mailed (or otherwise furnished) to the successful respondent within the time for acceptance specified in the proposal, results in a binding agreement without further action by either party.
  
2. **PREPARATION OF PROPOSALS.**
  - A Respondents are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the respondent's risk.
  - B Each respondent shall furnish the information required by the Request for Proposals (RFP). The respondent shall sign the RFP and print or type his/her name on each sheet thereof on which he/she makes an entry. Erasures or other changes must be initialed by the person signing the offer. Proposals signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the School.
  - C Unit price for each unit shall be shown and such price shall include delivery to location as directed by the school unless otherwise specified. A total shall be entered in the total column for each item. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate proposals for supplies or services other than those specified will not be considered unless authorized by the RFP.
  - E Respondent must state a definite time for delivery of supplies or services unless otherwise specified in the RFP.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the proposal.
  - H In submitting proposals, the vendor agrees that the School shall have 90 days in which to accept or reject any of the prices submitted unless otherwise specified on the proposal page.
  - I Specification sheets **MUST** be returned with submittal.
  
3. **EXPLANATION TO RESPONDENTS.** Any explanation desired by a respondent regarding the meaning or interpretation of the RFP, terms or specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach respondents before the submission of their proposal. Verbal explanation or instruction given before the award of the agreement will not be binding. Any information given to a prospective respondent concerning a RFP will be furnished to all prospective respondents as an addendum to the RFP, if such information is necessary to respondents in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed respondents.

4. **SUBMISSION OF PROPOSALS.**
  - A Proposals shall be marked clearly on the outside "Sealed Bus Bid" and delivered to Frontier Schools, 6800 Corporate Dr, Kansas City, MO 64120.
  - B Emailed or faxed proposals will not be considered.
  - C Buses, when required, must be available for inspection as part of the RFP decision processes within the time specified.
  - D Proposals will not be publicly opened as stipulated in the "Request for Proposals".
  - E Submission of a proposal constitutes an assignment by you of any and all anti-trust claims that you may have under the federal and/or state laws resulting from this agreement.
5. **FAILURE TO SUBMIT PROPOSAL.** If no proposal submitted, do not return the RFP unless otherwise specified. A letter or postcard should be sent to the Purchasing and Distribution Service office advising whether future invitations for the type of supplies or services covered by this RFP are desired. Failure of the recipient to propose or to notify Purchasing and Distribution office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
6. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn, by written notice prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a respondent or his/her authorized representative provided his/her identity is made known and he/she signs a receipt for the submittal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. Telephone requests to withdraw a proposal will be considered only if confirmed by letter or faxed letter.
7. **LATE PROPOSALS.** Proposals will NOT be accepted after the date and time of closing under any circumstances.
8. **DISCOUNTS AND PROPOSAL EVALUATION.** Discounts offered for prompt payment may be considered in proposal evaluation. Example, if the School were to make a bulk purchase of items for a special event.
9. **MATERIAL AVAILABILITY.** Respondents must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the respondent to notify the School immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
10. **AWARD OF AGREEMENT.**
  - A. **BASIS OF AWARD.**
    - (1) Only qualified proposals will be considered.
    - (2) Respondents maybe requested to submit financial statements subsequent to the opening. Such statements shall be submitted to School within three (3) days after being so requested.
    - (3) The award of the agreement, if it is awarded, will be to the lowest responsible and responsive respondent whose qualifications indicate the award will be in the best interest of the School and whose proposal complies with all prescribed requirements.
    - (4) The School reserves the right to reject any and all proposals, and waive any and all informalities, and the right to disregard all non-conforming or conditional prices or counter-proposals.
  - B. **EVALUATION OF PROPOSALS.**
    - (1) The evaluation of proposals will include consideration of prior experience, financial statements, if requested, delivery timeline, bus availability, and ability to meet minimum specifications, and ability to provide a wide variety of quality products.
    - (2) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The School may assume that items are equal or it may request samples and proof thereof unless approved before shipment. The School reserves the right to return at respondent's expense all items that are not acceptable as equals, said items to be replaced by respondent with satisfactory items at the original price.

- C. **NOTICE OF AWARD.** After considering the basis of award and evaluation of proposals, the School will within ninety (90) days after the date of opening proposals, notify the successful respondent of acceptance of his/her proposal.
11. **QUALIFICATIONS OF RESPONDENTS.** The School may make such investigations as are deemed necessary to determine the ability of the respondent to provide the buses and the respondent shall furnish all such information and data for this purpose as the School may request. The School reserves the right to reject any proposal if the evidence submitted by, or investigation of such respondent fails to satisfy the School that such respondent is properly qualified to carry out the obligations of the agreement and to complete the delivery contemplated therein.
12. **ANTI-TRUST.** Submission of a proposal constitutes an assignment by you of any and all anti-trust claims that you may have under the federal and/or state laws resulting from this agreement.
13. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the manufacturer for any or all items shall apply to the items offered under this proposal.

#### **GENERAL CONTRACT REQUIREMENTS.**

1. **DEFINITIONS.**

- A "School" shall refer to:  
Frontier Schools, 6800 Corporate Drive, Kansas City MO 64120
- B "Selected respondent" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the agreement and who has entered into this agreement for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Respondents, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate agreement or agreement with the contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the School to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the vendor conform to the requirements of the agreement documents.  
Samples approved by the School shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the School.
- F The term "estimated" represents quantities estimated for the period of time stated.
- G The term "minimum" means the School will order this quantity of supplies during the period of this agreement at the price bid.

3. **AGREEMENT TERMS.** The performance of this agreement shall be governed solely by the terms and conditions as set forth in this agreement and any specifications or documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the School of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the agreement.

4. **TRANSPORTATION CHARGES.** When terms of delivery or conditions of this order are F.O.B. destination, all transportation charges shall be paid by the selected respondent.

5. **PACKAGING.** The School will not be liable for any charges for delivery, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the School under the terms and conditions of this document shall be deemed accepted until the School has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the selected respondent or herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the selected respondent's expense for full credit or replacement.
7. **GENERAL GUARANTY AND WARRANTY.** The selected respondent warrants that all materials, fixtures, and equipment furnished by the selected respondent's and his/her sub-contractors shall be guaranteed for a period of one year from the date of final acceptance.
8. **PATENTS.** The selected respondent warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and selected respondent covenants that they will at their own expense, defend every suit which may be brought against the School, or those selling or using School's product (provided selected respondent is promptly notified of such suit and all papers therein are delivered to selected respondent) for any alleged infringement of any patent by reason of the sale or use of such articles and selected respondent agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** The School assumes no obligation for products or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to School's rejection and return at selected respondent's expense.
10. **FORCE MAJEURE.** Neither party shall be liable for delays, or defaults in the performance of its obligations under this agreement, arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, acts of God or the public enemy, shortage of supply, loss or malfunction of utilities, riots, strikes or other labor disputes, wars, terrorist attacks, civil unrest, fires, floods, explosions, accidents, epidemics, pandemics, quarantines, governmental action or orders of any kind or any other causes of a similar character beyond such party's reasonable control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of selected respondent, or in the event of breach of any of the terms hereof including the warranties of the selected respondent, the School may cancel this agreement or affirm the agreement and hold selected respondent responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** The vendor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to the vendor's performance under this agreement. Vendor shall indemnify and hold the School harmless on account of any violations thereof relating to Vendor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The School requires that all materials ordered will be delivered when specified. Time is therefore of the essence of this purchase order. If deliveries are not made at the time agreed upon, the School reserves the right to cancel or to purchase elsewhere and hold vendor accountable for any damages sustained as a result thereof.

15. **INTERPRETATION OF AGREEMENT AND ASSIGNMENTS.** This agreement shall be construed according to the laws of the State of Missouri. This agreement, or any rights, obligations, or duties hereunder may not be assigned by the selected respondent without the School's written consent and any attempted assignment without such consent shall be void.
16. **SELECTED RESPONDENT'S INVOICES.** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: agreement number (if any), purchase order number, item number; agreement description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Frontier School's Business Services Department. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any vendor from the School relative to any part of this agreement will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said selected respondent at his/her last given address or delivered in person to said selected respondent or his/her authorized representative on the work or service.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this agreement will be deemed to be inserted herein and the agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF AGREEMENT.** This agreement may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The School may terminate this agreement immediately, under breach of agreement, if the selected respondent fails to perform in accordance with the terms and conditions. In the event of any termination of agreement by the selected respondent, the School may purchase such supplies and/or services similar to those so terminated, and for the duration of the agreement period the selected respondent will be liable for all costs in excess of the established agreement pricing.
20. **INDEMNITY AND HOLD HARMLESS.** The selected respondent agrees to indemnify, release, defend, and forever hold harmless the School, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the selected respondent, his/her sub-contractors, employees or agents, and arising out of services performed by the selected respondent, his/her subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-AGREEMENTS.**
  - A. The selected respondent shall not execute an agreement with any sub-contractor to perform any work until he/she has written the School to determine any disapproval of the use of such sub-contractor.
  - B. The selected respondent shall be fully responsible to the School for the acts and omissions of his/her sub-contractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
  - C. The selected respondent shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the agreement.
  - D. Nothing contained in the conditions shall create any contractual relationship between any sub-contractor and the School.



22. **UNIFORM COMMERCIAL CODE.** This agreement is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said agreement.
23. **CHANGES.** The School may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this agreement in specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this agreement, the selected respondent shall notify the School in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the agreement. Any claim by the selected respondent for such adjustment must be asserted within thirty (30) days or such other period as may be agreed upon in writing by the parties after the selected respondent's receipt of notice of the change. Nothing herein contained shall excuse the vendor from proceeding with the agreement as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The selected respondent shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the selected respondent shall bear all risks for rejected supplies after notice of rejection.
25. **EXECUTION OF AGREEMENT.** The agreement shall consist of a YEARLY AGREEMENT and a copy of the selected respondent's signed proposal attached and that the same, in all particulars, becomes the agreement and agreement between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the selected respondent is as set forth in the selected respondent's RFP. Items not awarded, if any, have been deleted.
26. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this agreement, the selected respondent agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
27. **TAX EXEMPT.** Do not bill tax on bulk purchases for special events. The School is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
28. **ASSIGNMENTS.** Neither the School nor the selected respondent shall, without the prior written consent of the other, assign in whole or in part his interest under any of the agreement documents and, specifically the contractor shall not assign any moneys due or to become due without the prior written consent of the School.
29. **INVOICING AND PAYMENTS:**
- Invoices shall be prepared and submitted in duplicate to the appropriate issuing agency. Invoices shall contain the following information: contract number, item number, description of goods and/or services, unit prices, and extended totals.
- a. Invoices can be mailed to: Frontier Schools, 6800 Corporate Drive, Kansas City MO 64120. [finance@frontierschools.org](mailto:finance@frontierschools.org)

The undersigned further agrees and understands that the School has the right to reject any and all bids, to waive technicalities or other requirements for its benefits, and to accept the bid as genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rule of any group, association, or corporation;

That there has been no attempt on their part to directly or indirectly induce or solicit any other Vendor to submit a false or sham bid;

That there has been no attempt on their part to solicit or induce any person, firm or corporation to refrain from submitting a bid;

And that they have not sought by collusion or otherwise to obtain for themselves any advantage over any other bidder or over the School.

Materials provided during this process cannot be guaranteed to be held in confidentiality due to Missouri Sunshine laws.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Bidding Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_