
Open Enrollment Charter School

**2022-2023
REQUEST FOR PROPOSALS FOR TRANSPORTATION SERVICES
February**

LEGAL NOTICE

Notice is hereby given that Académie Lafayette, 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. Académie Lafayette will enter into an agreement for services only if, in the sole opinion of the school district, it is in the School district's best interest to do so.

All costs involved in submitting proposals to the School district or alternatives to any transportation service shall be borne in full by the interested party and should be included in a total price. A copy of the Request for Proposal can be obtained by contacting:

Name: Carlos McClain
Address: 201 E. Armour Blvd., Kansas City, MO. 64111
Phone: (816) 800-8771
Email: cmclain@academielafayette.org

Académie Lafayette 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. Académie Lafayette 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 Académie Lafayette determines not to be in the best interest of the School district.

Jacque Lane

Title: Business Manager

TRANSPORTATION SERVICES FOR 2022-2023 SCHOOL YEAR

PROPOSALS DUE/PROPOSAL OPENING: February 8, 2022 at 10:00 AM

INSTRUCTIONS TO VENDORS

1. At any time prior to the specified time and date set for proposal opening as set forth above, a vendor (Note: or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Proposals are to arrive no later than 10:00 AM on February 8, 2022 and shall be addressed to:

Name: Carlos McClain

Address: 201 E. Armour Blvd., Kansas City, MO. 64111

Phone: (816) 800-8771

Email: cmclain@academielafayette.org

Your response must include the following on the front of your package: "Transportation Services to be opened February 14, 2022 at 10:00 am"

Please submit one original, one hard copy and an electronic copy of the proposal.

Electronic copies can be submitted in a flash drive or emailed no later than the deadline.

5. Late proposals will not be considered under any circumstances.
6. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
7. Periods of time, stated as number of days, are calendar days.
8. It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
9. Awards, if any, shall be made with reasonable promptness to the vendor(s) whose proposal(s) in accordance with the Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to Académie Lafayette ("School"). The award(s) may be made on the basis of factors other than the lowest price proposal.

- 10.** Unless otherwise specified, this agreement shall be valid from August 1, 2022 through July 30, 2023. This agreement may be renewed for up to two additional one-year term if mutually agreeable to all concerned parties.
- 11.** Prices shall remain firm for the term of any agreement awarded. If a price increase is determined to be necessary, proper and advance notice will be sent by the vendor to the office of the Purchasing Director immediately upon the decision being made by the vendor to increase the price for Transportation Services. All price increases must have approval of Académie Lafayette
- 12.** Académie Lafayette reserves the right to audit the successful bidders' books. Successful bidder shall establish and maintain a reasonable accounting system that enables Académie Lafayette to readily verify successful bidders' expenses and costs of goods with regard to work done under this Request for Proposals. Académie Lafayette and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Request for Proposals kept by or under the control of the successful bidder, including, but not limited to those kept by the successful bidder, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; agreement amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.
- 13.** Académie Lafayette is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, Académie Lafayette will not be responsible for payment of the taxes. The Vendor shall absorb the taxes entirely. Académie Lafayette will supply tax exemption information upon request.
- 14.** Académie Lafayette standard payment terms are net 30 days after receipt of invoice. Vendor's invoices should be sent to the campuses.
- 15.** Vendor's invoices must contain the appropriate purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Vendor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.
- 16.** In the event a Vendor presents Académie Lafayette with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. Académie Lafayette will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Vendor.

17. Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Missouri without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Missouri, and agree that any court of competent jurisdiction sitting in the County of Jackson, State of Missouri, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.
18. It is understood and agreed that the Vendor is a separate legal entity from Académie Lafayette and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of Académie Lafayette. The Vendor assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.
19. In the performance of the Vendor's services, the Vendor shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Vendor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Vendor's activities
20. Notwithstanding any other provision of this Request for Seal Proposal (including all attached documents), the School expressly reserves the right to:
 - a. Waive any insignificant defect or informality in any proposal procedure.
 - b. Reject any or all proposals.
 - c. Reissue a Request for Proposal.
21. Each vendor shall guarantee to the School that the proposal submitted, and the price offered by the vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
22. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST ACADÉMIE LAFAYETTE , 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.

Standard Terms and Conditions:

1. BID/PROPOSAL SUBMISSION: Bids/Proposals must be submitted utilizing this document only and must reach the school ("Académie Lafayette") specified. Late submittals will be returned unopened.

Faxed or emailed proposals will not be accepted.

2. **INTERNET DOWNLOADS:** Vendors who have not obtained this solicitation document directly from Académie Lafayette, or who may have downloaded the document from the Académie Lafayette website, shall be responsible for immediately notifying Carlos McClain of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify Carlos McClain and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposals solicitation.
3. **REJECTION/AWARD:** Académie Lafayette reserves the right to reject any and/or all submittals, to award agreements for individual items as may appear advantageous and to waive all formalities in bidding.
4. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of proposals. No bid may be withdrawn during the period of firm offering.
5. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
6. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error.
7. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other Académie Lafayette officials from the date this solicitation is released until the award of an agreement by the Académie Lafayette's Board of Directors.
8. **AGREEMENTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between Académie Lafayette and the Vendor or between Académie Lafayette and the Vendor's employees. Académie Lafayette shall not be subject to any obligations or liabilities of the Vendor or his employees, incurred in the performance of the agreement unless otherwise herein authorized. Neither the Vendor nor his employees shall be entitled to any of the benefits established for Académie Lafayette employees, nor be covered by the Académie Lafayette Workers' Compensation Program.
9. **EQUIPMENT:** Contractor shall meet all bus age requirements, a five (5) year average and a ten (10) year maximum age limit, on all regular route buses at the beginning of each school year. Contractor shall install and maintain an FM 2-way radio system, a video camera, and a real-time location or navigation equipment on the buses serving the School and shall also install a base radio in the school administration building. The real-time location or navigation service will allow parents to view the real-time location of their child's school bus on their smartphone, tablet or computer).

- 10. GRATUITIES:** Académie Lafayette may, by written notice to the Vendor, cancel its agreement without liability to Académie Lafayette if it is determined by Académie Lafayette that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of Académie Lafayette with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement. In the event the agreement is cancelled by Académie Lafayette pursuant to this provision, Académie Lafayette shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
- 11. APPLICABLE LAW:** The agreement shall be governed by the policies of the Académie Lafayette Board of Directors, laws of the State of Missouri and the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Missouri as effective and in force on the date of this agreement. Académie Lafayette Board Policies will be made available upon request.
- 12. FUND AVAILABILITY:** Any service resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Académie Lafayette Board of Directors or otherwise not made available to Académie Lafayette.

Transportation Services

Proposal Pricing and Conditions Sheet

Company Name: Académie Lafayette

Contact Person: Carlos McClain Title: Administration & Facilities Manager

Address: 201 E. Armour Blvd, Kansas City

State/Zip Code: MO. 64111 E-mail: cmclain@academielafayette.org

Telephone Number: (816) 800-8771 Fax Number: (816) 800-8772

Daily Price per Route: (For each school bus)

Daily Bus Service: Dedicated bus: _____ Shared Bus: _____

Monitor Price: _____

Late Activities Price: _____ Field Trip Price: _____

- Please specify bus capacity. If there are price differences depending on bus capacity, explain here.

Prices for Additional Transportation services, extracurricular trips, mid-day runs and other campus-requested bus services

Rate per bus hour: _____ Rate per mile: _____

Additional Charges: _____

- Please specify bus capacity. If there are price differences depending on bus capacity, explain here.

Routes

Morning Services: (20 school buses are needed)

Hours: 6903 Oak, KCMO 7:30 AM drop off during the school days – 7 buses
3421 Cherry, KCMO 7:30 AM drop off during the school days - 7 buses
201 E. Armour Blvd., KCMO 7:45 AM drop off during the school days – 6buses

Pick up from: Request Door to Door transportation

Drop off Destinations:

6903 Oak Street Kansas City, MO 64113
3421 Cherry , Kansas City, MO 64111
201 E. Armour Blvd. , Kansas City, MO 64111

Afternoon Services: (20 school buses are needed)

Hours: 6903 Oak 3:45 PM pickup during the school days – 7buses
3421 Cherry . 3:45 PM pickup during the school days – 7 buses
201 E. Armour Blvd. 3:30 PM pickup during the school days – 6 buses

Pick up from:

6903 Oak , Kansas City, MO 64113
3421 Cherry , Kansas City, MO 64111
201 E. Armour Blvd. Kansas City, MO 64111

Drop off Destinations: Request Door to Door transportation

Campus administrators may slightly change pick-up and drop-off times for regular school days.

***Request for Proposal
Transportation Services***

GENERAL PROPOSAL INSTRUCTIONS AND CONDITIONS

SCOPE:

The purpose of this proposal is to establish safe transportation for students, of all grade levels and competitive pricing for Transportation Service for Académie Lafayette's three campuses. The proposal covers the period from August 2022 thru July 2023.

This is a request for proposal to establish vendors and cost which will allow for the legal and safe transportation of Académie Lafayette students. Proposal prices must remain firm for one-year from date of award for proposal to be considered. This proposal is also renewable for a second and third year in one-year increments provided all prices remain firm and both parties agree

The awarded vendor will provide 20 school buses to transport students between the schools mentioned above and the student's homes on school days. The students will be picked up and delivered to the appropriate locations on time. The services will be requested during the school days. 2022-2023 Calendar has not been adopted for the 2022-2023 school year. However, the schedule for the current school year may serve as a model. The vendor shall observe possible school closings due to inclement weather conditions.

The awarded vendor will provide buses for extracurricular trips, evening tutoring, Saturday tutoring, and other campus-requested bus services.

SPECIAL CONDITIONS

Buses must have passed an annual inspection by the Missouri Department of Public Safety.

Company must have obtained authority from the Federal Motor Carrier Safety Administration to travel across state lines.

All drivers must have a current Commercial Driver's License specifically for bus drivers

A License to carry passengers

Buses with security cameras are required.

Pass background check as required by Department of Elementary & Secondary Education

GENERAL CONDITIONS

No smoking or use of any tobacco products is permitted on school property.

Motor coaches to be used under this agreement shall be constructed to Missouri State and United States Federal Standards and must meet all applicable Federal Motor Vehicle Safety Standards.

All buses shall be approved and appropriately certified prior to the beginning of the agreement by authorized representatives of the Missouri Department of Transportation and shall at all times during the agreement period comply in all respects with the pertinent provisions of the Missouri Education Code and any and all public law enforcement and regulations agencies.

All buses shall be equipped with operable cellular telephones or two-way radios capable of communication with the vendor's dispatch office from anywhere within the Kansas City Metropolitan area.

Missouri State Highway Patrol reserves the right to perform random safety inspections. Some of the items to be inspected will include (but not be limited to) tires, belts, etc. Missouri State Highway Patrol also reserves the right to inspect the maintenance, operations or training facility at any time without prior notice to the vendor.

Académie Lafayette shall reserve the right to randomly check (vendors) records as they relate to background checks, driver's licenses (CDL), DOT physical, mechanical list log, and to verify drivers name is on the undated weekly criminal background check list, etc., and the vendor shall provide an employee's criminal background check in 15 minutes upon request.

The vendor's place of business shall have adequate telephones to accommodate all District calls.

Non-performance or delays in buses can be charged as a penalty or reduction in invoicing back to the bus company.

SUB VENDORS:

Académie Lafayette would prefer not to use sub-Vendors, however if a situation should arise it will be the responsibility of the "awarded vendor" to make sure the subcontracted company can comply with the requirement set forth in this proposal. Académie Lafayette must be notified if a Sub-Vendor is being used, prior to the trip. All invoices and payment will be made to the awarded vendor and it will be the responsibility of that vendor to pay the sub-Vendor.

INSURANCE

If awarded you must supply a copy of your Insurance Certificate of \$5,000,000.00 public liability, which comes directly from your insurance company and names Académie Lafayette as an additional insured.

TERMS

Académie Lafayette reserves the right to cancel any agreement resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the vendor(s). Vendor may cancel any resulting agreement, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the vendor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposal (or as subsequently revised or changes). Any compensation due the vendor(s) will be limited to items received and/or services performed and accepted by Académie Lafayette.

SUBMIT WITH PROPOSAL:

- 1) An overview of Hiring Procedures with explanation of how your company performs the criminal background checks.

- 2) State if your company, upon request will provide a copy of an employee's criminal history record information and be willing to fax to central office or campus within fifteen (15) minutes.
- 3) Submit your Procedure for handling emergency breakdowns.
- 4) Enclose your Department of Transportation (DOT) number with proposal.
- 5) Include the size of your fleet
- 6) Number of driver violations from June 2016 to June 2018
- 7) Number of vehicle inspections from June 2016 to June 2018
- 8) Number of vehicle violations from June 2016 to June 2018
- 9) ISS-D Score
- 10) An overview of the fleet Maintenance procedure, state if it is done in-house or contracted out.
- 11) Three (3) references

INSTRUCTIONS

- 1) Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
- 2) No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
- 3) It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
- 4) Awards, if any, shall be made with reasonable promptness to the vendor(s) whose proposal(s) in accordance with the terms and conditions best conforms to the invitation and will be the most advantageous to Académie Lafayette. The award(s) may be made on the basis of factors other than the lowest price proposal.
- 5) Notwithstanding any other provision of this Request for Proposal (including all attached documents), Académie Lafayette expressly reserves the right to:
 - a. Waive any insignificant defect or informality in any proposal procedure.
 - b. Waive as an informality, minor deviations from the specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower, and the overall function is not impaired
 - c. Reject any or all proposals.
 - d. Reissue a **Request for Proposal**.
 - e. Consider and accept an alternate bid as provided herein when most advantageous to Académie Lafayette.

AWARD OF AGREEMENT:

- 1) Académie Lafayette shall consider the following criteria in determining to whom to award an agreement:
 - a. the price
 - b. the qualifications and reputation of the vendor and of the vendor's goods or services.
 - c. the quality of the vendor's goods or services

- d. the extent to which the goods or services meet Académie Lafayette needs
 - e. the impact on the ability of Académie Lafayette to comply with laws relating to historically underutilized businesses
 - f. the vendor's past relationship with Académie Lafayette.
 - g. the total long-term cost to Académie Lafayette to acquire the vendor's goods or services
 - h. any other relevant factor specifically listed in this invitation to bid.
- 2) Académie Lafayette will generally award agreements based upon the offer of best value, price and other factors considered. It is not the practice of Académie Lafayette to purchase on the basis of low price alone.
 - 3) Acceptable factors for determination of best value may include experience; skill; ability; business judgment; financial stability; integrity; honesty; possession of the necessary facilities; equipment and/or bonding; previous performance; reputation; promptness; and estimated time of completion.
 - 4) Payment plan shall be created between Académie Lafayette and awarded bidder upon agreement.
 - 5) A proposal, in response to a **Request for Proposal**, is NOT an offer to agreement. A formal agreement, separate from this proposal, will need to be executed to formalize services under this proposal.
 - 6) Each vendor shall guarantee to Académie Lafayette that the proposal submitted, and the price offered by the vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.

RESERVATIONS:

Académie Lafayette reserves the right to select the bid it considers to be the most advantageous and economically feasible for Académie Lafayette.

Académie Lafayette reserves the right to audit the successful bidders' books if this is perceived to be necessary.

ETHICS:

The bidder shall not offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Académie Lafayette.

W-9 BIDDER IDENTIFICATION NUMBER CERTIFICATE:

A completed W-9 form is required to be on file before Académie Lafayette can do business with a vendor. Please submit this form with your bid. The W-9 form is not included in the bid packet.

- 1) In case of ambiguity or lack of clarity, Académie Lafayette reserves the right to consider the most advantageous construction thereof, or to reject the bid.
- 2) **EXTRAS:** Any extras to be offered in conjunction with this bid must be included with the bid

submittal. Any extras offered after the bids have been opened will not be considered.

WEIGHTED CRITERIA EVALUATION WORKSHEET

The evaluation of proposals will be based on the following criteria and scored in the following manner:

1. **Mandatory Criteria:** Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria. The proposing vendor:
 - a. Vendor is properly incorporated or licensed to do business in the State of Missouri: _____
 - b. Vendor is capable of managing transportation service operations on an agreement basis: _____
 - c. Vendor doesn't have a record of substandard work: _____
 - d. Vendor has submitted a proposal, meeting all of the requirements of the RFP: _____

2. **Evaluation Criteria:** Proposals meeting each of the criteria set forth above will be evaluated on the following factors:
 - a. The experience and reputation of the Vendor in providing transportation services to public schools (0-10 pts): _____
 - b. References and experience for similar projects (0-20 pts): _____
 - c. Qualifications of key Vendor personnel and supervisory and other support personnel (0-10 pts): _____
 - d. Comprehensiveness of the entire RFP response, particularly as it relates to addressing all point identified and addressed herein under Specifications (0-10 pts): _____
 - e. Fees and overall cost to Académie Lafayette (0-50 points): _____

Total proposal score: _____

REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public or charter school districts) where the same or similar services as contained in this specification package were recently provided.

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Transportation Services for 2022-2023 School Year

Bidder's Certification:

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, criteria evaluation worksheet, Scope of Work, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

Tax ID No

SIGNATURE PAGE

Proposals will be received until 10:00 AM on February 14, 2022 for providing Transportation Services for the 2015-2016 school year with two one-year renewal option.

Proposals, subject to all the instructions to vendors, standard terms and conditions, scope of work, proposal requirements and specifications, weighted criteria evaluation and exhibits attached hereto, will be received in the central office and shall be marked on the envelope "Proposal for Transportation Services".

In accepting proposals, Académie Lafayette reserves the right to reject any and all proposals in order to take the action that it deems to be in the best interest of the School.

Additional information required to adequately respond to this Request for Proposal may be obtained from the central office at (816)241-6200.

Agreements entered into on a basis of submitted proposals are revocable if contrary to law.

The instructions to vendors, standard terms and conditions, scope of work, proposal requirements and specifications, weighted criteria evaluation and exhibits attached hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the instructions to vendors, standard terms and conditions, scope of work, proposal requirements and specifications, weighted criteria evaluation and exhibits attached hereto and have submitted our proposal. I/we understand that if selected and an agreement is awarded the instructions to vendors, standard terms and conditions, scope of work, proposal requirements and specifications, weighted criteria evaluation and exhibits attached hereto will become a part of the agreement between the vendor for transportation services as indicated below _____

(Note: Failure to sign will disqualify bid.)

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNATURE _____

TITLE _____

TELEPHONE _____ DATE _____

COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL

Transportation Services Bid Schedule

Newspaper Ads

01/20/2022-02/1/2022

Proposal submission deadline date 02/8/2022

Proposal evaluation date 02/8-11/202

Board approval date 02/14/2022

BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST ACADEMIE LAFAYETTE , 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.

ANTI-COLLUSION AFFIDAVIT

EXHIBIT A

STATE OF _____)
)
COUNTY OF _____)

_____, of lawful age, being first sworn on oath, say that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective agreement, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of agreement; that the bidder/Vendor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed

In witness whereof, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2022.

Notary Public

My commission expires _____

Exhibit B

DEBARMENT AND SUSPENSION CERTIFICATION

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or agreement under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
- 4) Have not within a three-year period preceding this agreement had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm: _____

Signature of Authorized Representative: _____

Exhibit C

Affidavit of Non-Discriminatory Employment

This company, Vendor, or Subcontractor agrees to refrain from discrimination on the basis of race, color, religion, age, sex, national origin, ethnicity, genetic information, disability, sexual orientation or perceived sex orientation, or gender identity and expression in its programs or employment practices as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Title II of the Americans with Disabilities Act of 1990.

Signature

Printed Name & Title