



Francis Howell School District

Request for Proposals

Utility Side by Side

Issue Date: October 18, 2023

Proposals Due: October 31, 2023

Francis Howell School District (hereinafter “District”) is seeking sealed Proposals from qualified firms for a Utility Side By Side.

The purpose of this RFP is to establish the District’s requirements for a Utility side by side and to solicit Proposals from firms (hereinafter “Vendor”) for providing such equipment.

1. The District wishes to take advantage of any dealer incentives or specials. Vendors are encouraged to provide sufficient detail on these items for consideration during the bid evaluation.
2. Prices submitted on this RFP must be guaranteed for at least 90 days.
3. The Vendor must submit a complete proposal contained in this RFP package, in order to be considered.
4. Each proposal shall include the Vendor’s legal name and indicate whether the Vendor is a sole proprietor, a partnership, a corporation or any other legal entity; and the signature of a vendor officer authorized to bind the Vendor to a contract.
5. Proposals must be received by 10:00 am CST on October 31, 2023. All proposals must be submitted electronically to Jennifer Simpson at jennifer.simpson@fhdschools.org or Paul Scheibe at paul.scheibe@fhdschools.org
6. Prior to the deadline, Proposals may be modified or withdrawn by written notice or in person by the Vendor or its authorized representative. Proper identification of all involved documents and individuals will be established and the RFP response will not be released by the District without a signed receipt.
7. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
8. All Proposals must be submitted on the District forms contained in this RFP. Proposals submitted on forms other than the enclosed may be rejected. No alternate Proposals that significantly deviate from or modify the concept and ultimate objectives of this Proposal will be considered. Non-compliance with RFP specifications may disqualify Proposals from further consideration.

9. Any explanation or statement that the Vendor wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Vendor so indicates, it is understood that the Vendor has proposed in strict accordance with the RFP requirements.
10. The Vendor must promptly notify the District of any ambiguity, inconsistency or error discovered in the RFP.
11. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall, in good faith, decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Vendor agrees to abide by the decisions of the District.
12. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
13. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
14. The Vendor is responsible for its own verification of all information provided to it. The Vendor must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.
15. No oral interpretation will be made to any Vendor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Vendor with other District employees or Board members regarding the RFP may result in disqualification.
16. Proposals may contain data that the Vendor does not want used or disclosed for any purpose other than evaluation of the Proposal. The use and disclosure of such data may be so restricted, provided the Vendor marks the cover sheet of the Proposal with the following legend: “Technical data contained in this Proposal furnished in connection with the Request for Proposal of the Francis Howell School District shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract (Purchase Order) is awarded to this Vendor as a result of or in connection with the submission of this Proposal, Francis Howell School District shall have the right to use or disclose technical data to substantiate the award of a Contract.”
17. The above restriction does not limit the District’s rights to use or disclose, without the Vendor’s permission, any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
18. Conditional proposals will not be accepted.
19. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
20. The District may, at its option, conduct interviews after receipt of the Proposal for the purpose of clarifying proposed specs, associated pricing, warranties, etc.
21. The Vendor shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of

Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.

22. The Vendor must notify the District if any Conflict of Interest exists, actual or potential, between the Vendor's family, business, or financial interests and its services under this Proposal.
23. No Vendor shall engage in any activity or practice, by itself or with other Vendors, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Vendor's Proposal.
24. The District, in its discretion, may terminate the Agreement (Purchase Order) in whole or in part at any time, whenever it is determined that the successful Vendor has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporated therein and the successful Vendor has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Agreement, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Agreement for materials and services, which have been accepted by the District.
25. The District may terminate the Agreement without cause by notifying the successful Vendor in writing 30 days prior to the effective date of termination. The successful Vendor shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
26. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Vendor and the District will thereby be relieved from all further obligations under the Agreement.
27. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Vendor; liquidation or dissolution of successful Vendor; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Vendor; assignment by successful Vendor for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Vendor.
28. Initial Proposals may not be withdrawn for 60 calendar days from the due date for Proposals except with the express written consent of the District. If a Proposal is accepted as submitted, the negotiated final Agreement shall consist of the Agreement/PO, this RFP, plus any addenda thereto, and the Vendor's Proposal.
29. In the event the Agreement initially awarded by the District is terminated for any reason within 90 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
30. The Vendor may, at the option of the District, be required to make product demonstrations for clarification purposes. In conducting these demonstrations, there shall be no disclosure of any information obtained from any competing Vendor. These demonstrations may be scheduled and held after receipt and evaluation of the Proposals. Refusal by a Vendor to honor the request for a product demonstration may result in disqualification.
31. Substitution of any product or equipment provided in response to the RFP must be approved in writing by the District to ensure overall quality of the substitution equals or exceeds the original products and equipment.
32. The District is exempt from paying Use Tax, Retailers Occupational Tax, and Federal Excise Tax. It is the duty of the Vendor to pay all applicable taxes.

33. No right or duty of the Vendor under any agreement resulting from the RFP, in whole or in part, may be assigned or delegated without prior written consent of the District.
34. The District shall not be responsible for any pre-Agreement expenses of any Vendor, including the successful Vendor incurred prior to the commencement of the Agreement.
35. All submitted Proposals become and remain District property.
36. Vendors shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or disability.
37. It is the purpose of this RFP to obtain as complete pricing and delivery information as possible from each Vendor. This will enable the District to determine which Vendor is best able to meet all of the criteria that are to be considered in the award of the Utility side by side RFP.

By the act of submitting a Proposal, the Vendor represents:

- a. that it has read and understands these RFP documents;
- b. that it has familiarized itself with the conditions governing the proposed purchase;
- c. that the Proposal is based upon the requirements described in these RFP documents without exception (unless exceptions are clearly stated in the response);
- d. that the Vendor is a recognized provider of the products requested with a proven history of providing products and service in the industry; and
- e. the Vendor has financial information on file relative to ownership of the bidding concern.

Evaluation Process

It is the intent of the District to award a contract/ purchase order to the Vendor submitting the Proposal which best suits the needs of the District as determined by the District in its sole judgment after evaluation of submitted Proposals.

- 1) After a recommendation for award has been made, the successful Vendor will be notified in writing and the appropriate documents will be prepared for commencement of the Contract/ Purchase Order.

Critical Dates

- October 18, 2023 - RFP released to vendors
- October 27, 2023- All questions should be asked by. Questions should be emailed to paul.scheibe@fhdschools.org or by phone 636-851-6231
- October 31, 2023 - Proposals due by 10:00 am
- November 16, 2023- BOE Approval

Invoicing and Payment

Payments will commence upon delivery and acceptance of the Utility side by side and the required documentation. Purchase order payments are authorized at Board of Education meetings, which are held on the third Thursday of each month. Payment invoices must be submitted by the 1st of each month in order to be paid at that month's Board meeting; otherwise, it will be submitted for approval at the following month's Board meeting.

Payment invoices should be sent to:
Francis Howell School District
Accounts Payable
801 Corporate Centre Dr,
O'Fallon, MO 63368

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Utility Side by Side Specifications and Vendor Instructions

A. Introduction and General Information

In an effort to manage and operate the most effective and efficient transportation operation possible. The Francis Howell School District (FHSD) is seeking to purchase a Utility Side by Side.

Qualified vendors are invited to submit a proposal and specs provided herein. Vendors shall provide a delivery schedule and warranty details for each Brand of side by side's.

B. General Requirements:

All Utility side by sides should have the following

- Hard top roof. Some sort of cab enclosure.
- Windshield, that allows air to flow inside
- Hard doors that are removable for summer time
- Utility bed that dumps
- Ability to install a salt spreader to receiver hitch or in bed
- Power steering
- 4 wheel drive selectable 2x4 and 4x4
- Winch
- Snow plow wider than the Side by side
- Accessory heater for cab

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NEW Utility Side by Side

Minimum specifications are listed below and each bidder must state to the right of the listed specifications the compliance details that pertain to the unit bid indicating size, quality, range and information as necessary to determine unit quality.

Examples of Mid-Size side by side models

Polaris 570, Mule 4010, CFmoto 600, Mule pro MX, or others

General Specifications	Meets Spec Yes/No	Exception / Description
<ul style="list-style-type: none"> • GENERAL DESCRIPTION 		
<ul style="list-style-type: none"> • 2023 or 2024 model year Mid-Size Utility Side by Side 		
<ul style="list-style-type: none"> • ENGINE AND EPA RELATED EQUIPMENT 		
<ul style="list-style-type: none"> • Gasoline Engine Specify HP _____ @ _____ 		
<ul style="list-style-type: none"> • TRANSMISSION 		
<ul style="list-style-type: none"> • Automatic Transmission 		
<ul style="list-style-type: none"> • Tires and wheels 		
<ul style="list-style-type: none"> • Size _____ • Rims Steel or Aluminum _____ 		
<ul style="list-style-type: none"> • 14. MISCELLANEOUS REQUIREMENTS 		
<ul style="list-style-type: none"> • Hard top roof. Some sort of cab enclosure. • Windshield, that allows air to flow inside • Hard doors that are removable for summer • Utility bed that dumps • Ability to install a salt spreader to receiver hitch or in bed • Power steering • Winch • Snow plow wider than side by side • Some sort of accessory heater for inside of cab 		

Include the Utility side-by-side or multiple side by sides that you are proposing below.

Make	Model	Total Price
1.		
2.		
3.		
4.		

Warranty Information

Please include a copy (or detailed description) of all warranties on each Utility Side by side and the equipment being proposed.

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C. Bid Submission

Bid Proposal Certification

(Must be submitted with each Proposal)

Dealer: _____

General Bid Certification: 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 Request for Proposal (RFP) and as modified by any addenda thereto.

The bidder certifies the equipment and services being offered at the proposed prices meet the requirements specified by the District, including the following:

- The Vendor is guaranteeing delivery of Utility side by side to 485 St Peters Howell Road St Charles MO 63304.
- The Vendor certifies the equipment being proposed for sale to the FHSD meets or exceeds all specifications contained herein. Should a specific unit be offered for sale not meet or exceed all specifications, the Vendor must provide in writing a list of the departures for that specific unit.
- The Vendor recognizes the equipment being offered for sale to the FHSD will be reserved for District’s acceptance at the proposed prices for at least 10 business days after the Board grants approval to proceed with the purchase. The Board is scheduled to review and approve the purchase at the November 16, 2023 Board meeting.
- The Vendor agrees all purchases will be accepted upon the FHSD’s final inspection, and delivery to the FHSD’s lot. Payment will occur after acceptance and receipt of accurate invoice.
- The Vendor certifies it has read the RFP in its entirety and understands the requirements and specifications stated within the RFP. Any and all exceptions to the RFP specification must be provided to the District in writing as part of the bidder’s proposal.

I am authorized to submit this Proposal for the firm listed above. I have certified this Proposal to be complete and compliant with all specifications, unless specifically noted in the Proposal.

Signature Required

Authorized Signature		Date
Printed Name		Title
Vendor Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

D. References

Please provide three account references from public K-12 school districts in Missouri (Greater St. Louis area preferred) for which the Vendor has, within the past 18 months, provided products and services as outlined in the attached RFP.

1. District Name	
Contact Person and Title	
Contact Person's email	
Contact Person's Phone #	
2.District Name	
Contact Person and Title	
Contact Person's email	
Contact Person's Phone #	
3.District Name	
Contact Person and Title	
Contact Person's email	
Contact Person's Phone #	