

Cowley College

Request for Proposal

Fleet Activity Bus

Submission Due Date 02/05/25 By: 4 PM CST

COWLEY COLLEGE REQUEST FOR PROPOSAL ("RFP") FOR ACTIVITY FLEET BUS

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I. Introduction

Project Description: Cowley College provides transportation for student activities and institutional training and transports athletic teams. Last year, Cowley Transportation provided safe transportation utilizing ten fleet minivans on 993 trips, two full-sized vans on 145 trips, and three motor coaches: (1) Bluebird 49 passengers on 40 trips, (1) Freightliner 51 passengers on 75 trips, and (1) Freightliner 52 passenger on 87 trips.

- A. This is a Request for Proposal (RFP) issued by Cowley College (hereinafter referred to as "Cowley College") seeking Proposal/quotes for goods or services from vendors who provide such products or services.
- B. RFPs must be submitted by persons authorized to commit the responding Vendor/Contractor to a procurement contract, agreement, or purchase/sale.
- C. Any costs incurred in preparing or submitting a proposal shall be the Signage Contractor's sole responsibility.
- D. Cowley College reserves the right to consider as acceptable only those proposals/quotes submitted in accordance with all requirements outlined in this RFP and that demonstrate an understanding of the scope of the work. Any Proposal/quote offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.
- E. A Respondent shall be disqualified, and the Proposal/quote automatically rejected for any one of the following reasons:
 - a. The Proposal/quote shows any noncompliance with applicable law.
 - b. The Proposal/quote is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous.
 - c. The Proposal/quote has any provision reserving the right to accept or reject an award, reserving the right to enter into a contract pursuant to an award, or contrary to those required in the solicitation.
 - d. The vendor/respondent is debarred or suspended.
- F. Cowley College may need to issue one or more addendums related to this RFP. Such addenda shall be added to the original RFP document and posted at www.cowley.edu. It shall be the responsibility of prospective vendors/Contractors and other interested parties to familiarize themselves with the website and visit it regularly during the RFP process for updated information or addenda related to this RFP.
- G. Cowley College reserves the right not to make an award of this RFP.
- H. Cowley College shall not be responsible for work done, even in good faith, prior to Cowley College's execution of a final purchase.
- I. RFP may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed or purchase is made. Cowley College treats RFP as confidential until after the award is issued. At that time, they became subject to disclosure under the Freedom of Information Act. Information marked as "Confidential" in any Proposal/quote shall be honored as such to the extent allowable under the Freedom of Information Act. If the respondent wishes to supply any information that it believes is exempt from disclosure under the Act, the respondent should summarize such information in a separate envelope, and each page submitted should clearly state "Confidential" but otherwise be presented in the same manner as the RFP. However, any such information is provided entirely at the respondent's own risk, and Cowley College assumes no liability for any loss or damage that may result from Cowley College's disclosure at any time of any information provided by the respondent in connection with its proposal.
- J. If any provision of this contract is found to be invalid, such invalidation will not be construed to

invalidate the entire contract.

- K. Every person who is a party to this agreement is hereby notified and agrees that Cowley College is immune from liability and suit for or from Signage Contractor's activities involving third parties and arising from any contract resulting from this RFP.
- L. The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Kansas.
- M. Cowley College may terminate any resulting contract for cause by providing a Notice to Cure to the awarded Contractor, citing the instances of noncompliance with the contract.
- N. The chosen/awarded Contractor shall have ten (10) days to reply to the Notice to Cure, indicate why the contract should not be terminated, and recommend remedies to be taken.
- O. If the Contractor and Cowley College reach an agreed-upon solution, the Contractor shall have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- P. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by the chosen/awarded Contractor, Cowley College reserves the right to terminate the agreement.

II. RFP Requirements and Schedule

- A. Proposals will be accepted electronically by 4 PM February 5, 2025, to <u>holly.harper@cowley.edu</u>. Please put "RFP for Bus" in the subject line.
- B. Proposals may be withdrawn by written request before the scheduled closing time for receipt of proposals. Requests for modification must be in writing, executed by a person with authority, and submitted in the same manner as set forth above.
- C. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions of this Request for Proposals for ninety (90) days after opening. Still, the College reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the College's best interest.
- D. SCHEDULE OF PROPOSAL SELECTION

Issue RFP	01/07/25
Proposals Due	02/05/25
Proposal Reviews (Trustee Finance Sub-Committee)	02/10/25
Award Proposal-Selection (Board of Trustees Meeting)	02/17/25

E. Evaluation Criteria and Proposal Content

The evaluation shall be based on the numerical rating set forth below. Factors not specified in the Request for Proposal/Quote shall not be considered, although the below criteria may have subcomponents used in rating not identified in this document.

- 1. Attachment I Scope of Work and Certification
- 2. Vendor experience and availability
- 3. Experience and qualifications of personnel assigned to the project.
- 4. Quality and adequacy of Proposal (completeness, responsiveness, and clarity)

The College reserves the right to weigh these factors at its sole discretion.

Attachment I: Requirements and Certification

Minimum Requirements

Cowley College is interested in procuring a 24+ passenger fleet activity bus from vendors who will meet, at a minimum, the following product/service requirements:

- Minimum of 24+ passenger capacity
- No older than 2020
- Less than 10,000 miles
- Cummins Diesel Engine with 100 or above gallon fuel tank/DEF tank
- Air Brakes
- Air conditioning
- Not less than 300 AMP alternator/or dual alternators
- Back-up Camera
- Programmable fast-idle control
- Engine block heater
- Rear air suspension
- Allison automatic

Please show manufacturers' warranty options for both the chassis and passenger compartment. Please also indicate options for lease/purchase.

Certification

The undersigned applicant, in response to Cowley College's request for a Fleet Activity Bus, having carefully examined the Proposal documents and being familiar with the conditions surrounding the proposed purchase, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal/Quote, in accordance with the RFP attached hereto.

Respondent hereby certifies: (a) that this Proposal/quote is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; (b) that the respondent has not directly or indirectly induced or solicited any other bidder to put in a false or sham Proposal; (c) that the respondent has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that the respondent has not sought by collusion to obtain any advantage over any other bidder or Cowley College.

Respondent agrees that the response to this RFP is a legal and binding offer, and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation before acceptance of the offer.

Signature

Date

Signer Name