

Request for Proposal for Furnishing

One New School Bus, Type C, 77 Passengers

Proposal Due: On or before November 17, 2022

1. Background

1.1. *Notice*

1.1.1. American Basic Schools LLC (Burke Basic School) seeks to purchase one (1) Type C, 77 passenger school bus through competitive bidding. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to Burke Basic School no later than Thursday, November 17, 2022. All information necessary for the submittal is contained in the RFP.

1.2. *RFP Schedule*

1.2.1. Issue RFP: Monday, December 31, 2022.

1.2.2. Deadline to submit written questions: Monday, November 7, 2022, by close of business day.

1.2.3. Deadline to submit proposals: Thursday, November 17, 2022.

1.2.4. Vendor selection date: Friday, November 18, 2022.

2. Planned delivery date: On or Before December 31, 2022.

3. Disclosures and notifications

3.1. *Conflicts of Interest*

3.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the Burke Basic School or with any administrator of the Burke Basic School.

4. Contract Terms

4.1. *Applicable Law*

4.1.1. Arizona law will govern contracts entered into pursuant to this RFP.

4.2. *Proposed Sale Contract*

4.2.1. Proposals must include a copy of proposed contracts or sales agreements if available or disclosure terms required by the proposer of this RFP.

4.2.2. Burke Basic School must issue a properly authorized purchase order to complete the purchase.

- 4.2.3. Burke Basic School will not be liable for additional costs over the quoted price, including taxes, shipping, insurance, penalties, termination payments, attorney fees, liquidated damages, or other fees and costs.
- 4.2.4. Indemnity for product liability: The seller shall be responsible for all personal injury (including death) or property damage as a result of the seller's negligence involving any equipment provided under the terms and conditions, requirements and specifications of the sales agreement. In addition, the contractor assumes the obligation to hold the Burke Basic School, including its Board and employees, harmless from every expense, liability, or payment arising out of such negligent act or defective product.
- 4.2.5. The seller shall replace any item received in damaged condition at no cost to the Burke Basic School. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 4.2.6. Payment terms: Payment will be made after complete acceptance by Burke Basic School. (Complete acceptance shall refer to rectifying any defects, etc.)

5. Interpretations, Questions, Withdrawal

5.1. Interpretation

- 5.1.1. Burke Basic School will make no oral interpretations for proposers of meaning of the terms of in this RFP.
- 5.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing no later than Monday, November 7, 2022, by close of business and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school Burke Basic School.
- 5.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be posted on website and be the responsibility of the proposer to acknowledge.

6. Questions

6.1. Submit written questions via e-mail to the following person:

Michael Gaddie

mikegad@azbasicschools.org

Include RFP Burke Basic School in the subject line.

6.2. Withdrawal

- 6.2.1. Any Vendor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.
- 6.2.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

7. Required Proposal Information

- 7.1. **Description of product:** One (1) new stock Conventional Type C, 77 passenger Diesel School Bus including: Cummins/Allison combo. Air conditioning built to handle Arizona heat and rear student heaters. International and Bluebird buses are preferred and will be given a higher priority.
- 7.2. **Trade-in:** Pick up and fair market value of bus trade in.
- 7.3. **Delivery:** Delivery of the new school bus.
- 7.4. **Warranty Information**
- 7.5. **Bus Lettering**
- 7.6. **Scrapping:** Must provide certification that the old engine and chassis have been permanently disabled. Disabling the engine consists of cutting or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame rails of the vehicle. Photos of the disabled engine/chassis must be submitted with a Certificate of Engine/Chassis Destruction (attached).
- 7.7. **Pricing:** Must include sales tax and all items listed above in the **Required Proposal Information**. Complete attached pricing page including a complete SPEC sheet on the bus with pictures.

8. Proposal Submission and Opening

- 8.1. **Submission**
- 8.1.1. Submit proposals in a sealed envelope marked "School Bus Proposal" and delivered to the following address in person or by trackable mail, i.e., FedEx, UPS, etc.:
- Michael Gaddie
131 E Southern Ave
Mesa, AZ 85210
(480)964-4602

9. Reservation of Rights

- 9.1. **BURKE BASIC SCHOOL RESERVES THE RIGHTS TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.**

10. Proposal Evaluation

- 10.1. **Award**
- 10.1.1. The contract will be awarded to the firm submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the Burke Basic School to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the Burke Basic School, at the Burke Basic School's sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability, and general responsiveness to the RFP. Unqualified vendors will not be considered.

10.1.2. Burke Basic School notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin, or ancestry.

10.2. ***Acceptance Period***

10.2.1. All offers must be firm for 90 days.