

GLEAMNS HUMAN RESOURCES COMMISSION

June 2, 2011

COUNTIES SERVED

Abbeville
Anderson
Edgefield
Fairfield
Greenwood
Laurens
Lexington
McCormick
Newberry
Oconee
Pickens
Richland
Saluda

REQUEST FOR SEALED PROPOSALS ONE (1) SCHOOL BUS FOR EARLY HEAD START

TYPE OF CONTRACT PRICING – Firm-Fixed Price

P01-01-11

CONTACT INFORMATION

Direct all inquiries of this solicitation to Charles Vaughn @ cvaughn@gleamnshrc.org or 864/229-8806.

DEADLINE FOR SEALED PROPOSALS

Deadline for sealed proposals is June 23, 2011, 4:00pm.

SUBMISSION OF PROPOSALS

Submit proposals to the Brewer Center, Attn: Purchasing. **For hand and express-mail delivery:** 237 N Hospital St, Greenwood SC 29646 or **for USPS mail:** PO Box 1326, Greenwood SC 29648, as long as proposals are timely received to the Brewer Center by the above date and time. Include 'P01-01-11' on proposal package in order for Purchasing to easily sort proposals and bids as they arrive. GLEAMNS Human Resources Commission will not be responsible for lost or delayed mail. **NO PROPOSALS WILL BE ACCEPTED VIA FASCIMILE OR EMAIL.**

Executive Offices

237 North Hospital Street, Greenwood, SC 29646 • PO Box 1326, Greenwood, SC 29648
(864) 223-8434 • Fax (864) 223-9456
www.gleamnshrc.org

1.0 INTRODUCTION

GLEAMNS Human Resources Commission, heretofore known as Agency, is a public non-profit community action agency. Early Head Start is a year-round, comprehensive child development program which is federally funded to provide services to low income residents with infants and toddlers, ages 0-3 and pregnant mothers. Funding for our Early Head Start Program is provided by the Administration of Children and Families through the Department of Health and Human Services. Grants are awarded by the ACF Region IV Office directly to the Agency for the purpose of operating the Early Head Start Program at the community level. This program is operated in Edgefield, Greenwood and Saluda counties of South Carolina.

2.0 NOTICE TO RESPONDENTS

- 2.01 This Request for Sealed Proposals seeks competitive sealed proposals complying the terms and conditions and requirements set forth below for the purchase of one (1) new 42-passenger school bus or one (1) leased/used 42-passenger school bus with low mileage, for the transportation of children in the Early Head Start Program.
- 2.02 Agency plans to purchase one (1) new 42-passenger school bus from carryover funds from the American Recovery Reinvestment Act of 2009 (ARRA). Agency has requested to their funding source that a portion of these carryover funds be made available to purchase one (1) school bus. If request is approved, award will be made to the most responsible and responsive Respondent as soon as approval is received. Agency will have until September 29, 2011 to spend these carryover funds. Since time will be of the essence to spend these funds, if approved by the funding source, Agency reserves the right to purchase a used/leased 42-passenger school bus with low mileage from any Respondent. Therefore, Respondents should include in their proposals all options of used/leased low mileage 42-passenger school buses that meet certain criteria of detailed specifications as found within this Request for Sealed Proposals. Agency will determine if used/leased school bus meets enough criteria of detailed specifications as found within this Request for Sealed Proposals to award to a Respondent the purchase of said used/leased school bus with low mileage. If request to purchase school bus is not approved, then this solicitation will be cancelled and a cancellation amendment will be posted to Agency website, followed by a courtesy message to all known respondents recorded by Agency as having received a copy of the Request for Sealed Proposals.
- 2.03 The successful Respondent will be required to enter into an agreement in the form attached hereto as Exhibit A. This Request for Sealed Proposals, the Execution of Offer, Respondents Questionnaire and all amendments

issued will constitute the Contract between Agency and the successful Respondent.

- 2.04 Responses to inquiries that directly affect an interpretation or change to this Request for Sealed Proposals will be issued by amendment via Agency website, followed by a courtesy message to all known respondents recorded by Agency as having received a copy of the Request for Sealed Proposals. All such amendments issued by Agency prior to the time that proposals are due shall be considered part of the Request for Sealed Proposals. Only those inquires Agency replies to, which are made by written amendment, shall be binding. Oral and other interpretations or clarifications will be without legal effect.
- 2.05 **Contract Award Process:** An award may be made on the basis of the proposals initially submitted without discussion, clarification or modification or on the basis of negotiation with any of the Respondents. For purposes of negotiation, a competitive range of potentially acceptable proposals may be established by Agency. After the submission of a proposal and before making an award, Agency may permit a Respondent to revise the proposal in order to obtain a best and final offer. Agency reserves the right to award a Contract for all or any portion of the requirements proposed by this request, reject any and all proposals if deemed to be in the best interest of Agency, or re-solicit proposals.
- 2.06 **Criteria for Selection:** The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this Request for Sealed Proposals, is the most advantageous to Agency. Agency is not bound to accept the lowest priced proposal if that proposal is not in the best interest of Agency as determined solely by Agency. Agency personnel will evaluate proposals based upon the following criteria:
- Respondents' experience providing the requested goods for other similar organizations.
 - The overall cost to Agency for the goods provided.
 - The quality of references from past customers of Respondents.
 - Respondents' demonstrated capability to provide goods in the time projected.
 - Respondents' responses to the Questionnaire.
- 2.07 **Award Date:** Agency plans to award on or after June 28, 2011

3.0 PROPOSAL REQUIREMENTS

- 3.01 **General Instructions:** Respondents should carefully read the information contained in this Request for Sealed Proposals and submit a complete response to all requirements and questions as directed. Any information submitted by Respondents in response to this Request for Sealed Proposals shall become the property of Agency. Agency will not provide compensation to Respondents for any expenses incurred for proposal preparation or for any demonstrations that may be made. Proposals which are qualified with conditional clauses, alterations, or items not requested in the Request for Sealed Proposals, or any other changes to the Request for Sealed Proposals of any kind are subject to disqualification by Agency at its option. Failure to comply with the requirements contained in this Request for Sealed Proposals may result in the rejection of your proposal.
- 3.02 **Preparation and Submittal Instructions:** Respondents must complete, sign and return the attached Execution of Offer as part of their proposal response. Respondent's company official authorized to make such proposals must sign the proposal. Failure to sign and return these forms will subject your proposal to disqualification. Responses to this Request for Sealed Proposals must include answers to the Questionnaire. Respondents should submit a total of three complete copies of the entire response. An original signature must appear on the Execution of Offer of at least one copy submitted. A proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval of Agency. Proposals are to be valid for Agency acceptance for a minimum of 180 days from the submittal deadline.
- 3.03 **Pricing and Delivery:** Respondents must complete the Pricing and Delivery schedules. If more space is needed, Respondents may attach additional pages. Agency will not accept any charges or fees that are not specifically stated in the Respondent's proposal.
- 3.04 **Required Documentation:** Respondents are instructed to complete, sign and return the following documents as a part of their proposal submittal. Failure to return these documents may subject your proposal to disqualification.
- Signed and Completed Execution of Offer
 - Signed and Completed Pricing and Delivery Schedule
 - Responses to Questionnaire

4.0 STANDARD TERMS AND CONDITIONS

4.01 Definitions:

- “Contract” shall mean the Request for Sealed Proposals, the Execution of Offer, Respondents Questionnaire, and all amendments issued prior to the execution an offer and acceptance.
- “Respondent” shall mean the individual, partnership, corporation or other entity responding to this Request for Sealed Proposals.
- “Contractor” shall mean the individual, partnership, corporation, or other entity awarded a Contract pursuant to this Request for Sealed Proposals.

4.02 **Entire Agreement.** The Contract is intended as the complete and exclusive statement of the agreement between Agency and the Contractor and shall supersede all prior or contemporaneous agreements, negotiations or oral representations relating to the subject matter herein.

4.03 **Time of Performance:** Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and tender services set forth in this Request for Sealed Proposals in accordance with the schedules herein and as mutually agreed upon between Agency and Contractor during the term of this Contract.

4.04 **Termination for Cause:** In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract, Agency may notify the Contractor of such default or failure in writing and demand that the failure or default be remedied within ten days. In the event that the Contractor fails to remedy such failure or default within the ten-day period, Agency shall have the right to hold Contractor in breach of the Contract and to recover whatever damages it may be entitled to at law or in equity.

4.05 **Termination for Convenience:** The Contract may be terminated without penalty by Agency for convenience by giving thirty (30) days written notice of such termination to the Contractor. In no event shall termination by Agency as provided for in this paragraph give rise to any liability on the part of Agency including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Agency sole obligation hereunder is to pay Contractor for goods ordered and delivered prior to the date of termination.

4.06 **Payment:** Payment for purchase shall be made to Contractor after delivery and successful completion of school bus acceptance inspection

by Agency. Notwithstanding any provision to the contrary, Agency shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions precedent exist:

- Contractor is in breach or default;
- Any part of such payment is attributable to goods which are not provided in accordance with this Contract, provided, however, such payment shall be made as to the part thereof attributable to goods which are provided in accordance with this Contract.

4.07 **Independent Status of Parties:** Contractor agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Agency by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right, or privilege applicable to an officer, partner, employee or agent of Agency.

4.08 **Contract Amendments:** The Contract may be amended by mutual written consent of the parties. No modifications or amendments to the contract shall become valid unless in writing and signed by both parties.

4.09 **Compliance with Law:** Agency is a federally-funded, public, non-profit corporation. Individuals and corporations desiring to do business with Agency must certify that they have not been debarred from receiving federal funds. By submitting a response to this Request for Sealed Proposals, Respondent is certifying that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this transaction 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 contract 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;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated

for cause or default.

- 4.10 **Access to Documents:** To the extent applicable to this procurement, Contractor agrees to grant access by Agency, the Administration for Children & Families, and the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers and records of the Contractor, which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- 4.11 **Title and Risk of Loss:** Title and risk of loss of the goods shall not pass to Agency until Agency receives, takes possession, and accepts the goods at the point of delivery.
- 4.12 **Acceptance of Goods:** All goods furnished under this Contract shall be to the satisfaction of Agency and in accordance with the scope of work, specifications, terms, and conditions of the Contract. Agency reserves the right to inspect the goods furnished, and to determine the quality, acceptability, and fitness of such goods.
- 4.13 **Sales Tax:** Agency is not exempt from state or local sales taxes and such taxes shall be added to the cost of the goods by Contractor.
- 4.14 **Indemnification:** Contractor agrees to indemnify, protect and hold harmless Agency and its officers, directors, and employees from and against all claims, damages, losses, causes of action, suits or judgments arising out of, caused by, or resulting from, the provision of goods by Contractor pursuant to this Contract, which are caused in whole or in part by any negligent act or omission of the Contractor.
- 4.15 **Force Majeure:** If either Agency or Contractor is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such party's control and which could not have been reasonably anticipated by that party, then the time for performance of such party shall be extended by one day for each day of such delay.
- 4.16 **Non-Disclosure:** Contractor and Agency acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any third person, firm, corporation, or other organization.

- 4.17 **Patent and Copyright:** Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to provide the goods required by this Contract.
- 4.18 **Governing Law:** This Contract shall be construed and governed by the laws of the state of Agency.
- 4.19 **Contingency:** The award of a final contract is contingent upon approval from the Department of Health and Human Services to acquire the school bus.

5.0 SCOPE OF WORK AND SPECIFICATIONS

- 5.01 **Item to be purchased:** One (1) new or used/leased type "C" 42-passenger school bus. The bus is to be delivered to 237 N Hospital St, Greenwood SC 29646. Delivery shall be made during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) unless prior approval has been obtained from Agency.

5.02 **General Specifications:**

Standards: School bus bodies and chassis, and added equipment, shall meet or exceed the minimum requirements of this specification and shall also meet all requirements of the Federal Motor Vehicle Safety Standards applicable to school buses set forth in the federal regulations including 49 Code of Federal Regulations Part 571, and any construction standards issued by the State of South Carolina.

Body and Chassis: Complete bus body and chassis must meet or exceed all specifications set forth by the Federal Motor Vehicle Safety Standards applicable to school buses and any construction standards issued by the State of South Carolina.

New Model: Bus body and chassis furnished under this specification shall be a new school bus of the current year's production or the latest improved model in current production. Respondent represents that unit offered under this specification meet or exceed the minimum requirements specified herein.

5.03 **Detailed Specifications:**

Air Conditioning: 2 independent (stand alone, i.e. two complete a/c systems with two independent compressor drive belts, one front and one rear) air conditioning units, with dual TM21 compressors, shall be provided with a minimum capacity of 85,000 BTU each.

Tinting: All passenger side windows shall be dark tint. Driver compartment and rear windows standard tint.

White Roof: The roofs of the buses shall be painted white. The paint on the roof shall extend from the back of the rear cap and from a point on each side of the bus which is no longer than the top of the windows and no higher than the start of the roof curvature. The paint shall be of the same quality as the paint on the remainder of the school bus

Crossing Arm: Bus must be equipped with a student safety crossing arm which meets or exceeds Federal Motor Vehicle Safety Standards applicable to school buses and any construction standards issued by the State of South Carolina.

Emergency Equipment: Bus must be equipped with safety equipment for use in an emergency including, at a minimum, fire extinguisher, 24-unit first aid kit, and a body fluid cleanup kit, 2 seat belt cutters, and triangle reflectors mounted near the driver's seat.

Storage Compartment: Inside school bus passenger compartment, in driver's compartment, of sufficient size to allow mounted storage of Fire Extinguisher, First Aid Kit, Body Fluid Kit and Reflective Triangles.

Step panel: Buses must be equipped with a lower step panel at the primary point of access to enable preschool children to step on and off the bus safely and unassisted. Maximum first step shall be not more than 12 inches from the ground to the top of the first step. Step risers shall not exceed 9 inches.

Seat spacing: Knee spacing will be a minimum of 28 1/2 inches. Knee spacing is defined as the horizontal distance from the center of the seat back to the rear center of the seat back or barrier immediately ahead. Measured at approximately 4 inches above the seat cushion.

Backup alarm: An automatic audible backup warning alarm, meeting the requirements of type C, 97 decibels, SAE J994b shall, be installed behind the rear axle between the frame rails.

Seat belts: Seat belts conforming to Standard 209 and Standard 210 of the Federal Motor Vehicle Safety Standards shall be provided for two passenger position per seat (both outboard positions). Belts must be attached to the frame of the bus seat and not to the floor. All seat belts provided shall have short stalks on the nonadjustable end of the belts, which do not protrude no more than one inch above the top of the seat

cushion. In addition, the nonadjustable end must be installed on the aisle position.

Agency name lettering: The agency name, GLEAMNS HUMAN RESOURCES COMMISSION, shall be provided in black letters on both sides of the bus near the belt line with black paint. Lettering shall be a minimum of five inches (5") high with a minimum five-eighths inch (5/8") block strokes.

Emergency Exits. Bus shall include emergency roof hatch and emergency push out side windows.

Bus Driver's Seat/Belt. Bus driver's seat must be high back, pneumatic with manual adjustment, equipped with an extra long (122 inches or longer) lap and shoulder seat belt.

Passenger Seats: Must be high back bench seats, 39 inches long, with provisions for seat belt installation by bolting seat belt to the frame of the seat.

Exterior Mirrors. Must be heated.

Exterior Lights. All exterior lights, except headlights, must be high intensity LED.

Strobe Light. Shall be high density with a clear lens, mounted on school bus roof.

Auxiliary Fans: The drivers compartment shall have two auxiliary fans mounted at top of windshield mid point.

Front Axel Hubs: Both front axel hubs shall be oil bath.

Steering Wheel: Tilt/telescoping.

Brakes: Bus must be equipped with hydraulic braking system

Fuel Tank: Fast fill fuel tank with 25 gallon per minute minimum fill rate.

Warranty: 5 year bumper to bumper.

Battery Disconnect Switch: Located in battery box.

Power Access: For adding accessories after the fact (switched and direct power).

Weight: Gross vehicle weight of bus cannot exceed 26,000 lbs.

Additional Features: Bus must be equipped with a diesel engine (Cummins or approved alternate) with an ECM data connection port, vandal locks on all doors, automatic transmission (Allison or approved alternate), front tow hooks, intermittent wipers, daytime running lamps and front & rear mud flaps.

EXECUTION OF OFFER

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements set forth in the Request for Sealed Proposals.

2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an Agency employee on connection with the submitted proposal.

3. By signature hereon, the Respondent hereby certifies that the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for the firm, corporation, or institution has violated federal or state antitrust laws, nor communicated, directly or indirectly, the proposal made to any competitor or any other person engaged in such line of business.

4. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

5. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the Request for Proposal is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.

6. By signature hereon, Respondent certifies it is a small business and/or a minority/female owned business as indicated below. Indicate status if applicable:

- Small Business
- Minority/Female Owned Business
- Not Applicable

7. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capitol funding agreement or by any other such kinship, exist between Respondent and an employee of Agency.

8. By signature hereon, Respondent affirms that he has not received compensation for participation in the preparation of the specifications for this Request for Sealed Proposals.

9. Respondent represents and warrants that all articles and services quoted in response to this Request for Sealed Proposals meet or exceed the safety standards established and promulgated under the Federal Motor Vehicle Safety Standards and any applicable state regulations in effect as of the date of this solicitation.

10. By signature hereon, Respondent signifies his compliance with all Federal laws and regulations pertaining to equal employment opportunities.

11. Respondent certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

PLEASE COMPLETE THE FOLLOWING:

Federal Employer Identification No: _____

If Sole Owner, Social Security No: _____

If a Corporation, State of Incorporation: _____

Submitted By: _____
(Company Name)

Authorized Signature _____

Printed Name/Title _____

Date _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Mobile Number (Optional) _____

Email Address _____

Website _____

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Company Name)

Having carefully examined all the specifications and requirements of this Request for Sealed Proposals and any attachments thereto, the undersigned proposes to furnish the goods and services as required at the BELOW QUOTED TERMS.

PRICING SCHEDULE

OPTION #1

One (1) new, type "C", 42-passenger school bus \$ _____

OPTION #2 (If Available)

One (1) used/leased, type "C", 42-passenger school bus \$ _____

Delivery Schedule (Vendor may attach Schedule on this form)

Submitted By: _____
(Authorized Signature)

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Legal name of the company: _____

Number of years in the business: _____

Type of Operation-Individual _____ Partnership _____ Corporation _____

Number of employees _____

2. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution?

3. Provide a customer reference list of no less than three (3) organizations with which your company currently has contracts with and has previously provided goods of equal type and scope, as requested herein, within the past five (5), years. The reference list must include company name, contact person, telephone number, email address, project description and length of business relationship.

4. Provide an estimate of the earliest delivery date following the execution of a contract or receipt of a purchase order.

5. Describe your company's service support philosophy, how it is carried out, and how success in keeping this philosophy is measured.

6. Does any relationship exist, whether by relative, business associate, capital funding agreement or any other such kinship, between your company and any Agency employee? If yes, please explain.

7. Describe your company's quality assurance program, your company's requirements, and how they are measured.

8. State the warranty for the products included in your proposal.

9. Is your company a minority-owned business? If so, under what certifying agency, state or federal is it certified.

Submitted by: _____
(Authorized Signature)