

GLEAMNS HUMAN RESOURCES COMMISSION

NOVEMBER 12, 2018

REQUEST FOR SEALED PROPOSALS

BUSES FOR HEAD START PROGRAM

SOLICITATION NUMBER: P09-10-18

TYPE OF CONTRACT: FIRM-FIXED PRICE

PROPOSAL DUE DATE & TIME: DECEMBER 3, 2018, 4:00PM, EST

PROPOSALS RECEIVED AFTER THIS DUE DATE AND TIME WILL NOT BE ACCEPTED.
NO PROPOSALS WILL BE ACCEPTED VIA FAX OR EMAIL.

ON DECEMBER 3, 2018 @ 4:00PM, EST, ONLY BUSINESSES' NAMES WILL BE
ACKNOWLEDGED TO SHOW RECEIPT OF THEIR PROPOSALS. NO PROPOSALS WILL
BE OPENED AT THAT TIME.

NUMBER OF COPIES TO SUBMIT: ONE (1)

SUBMIT YOUR SEALED PROPOSALS TO:

GLEAMNS HUMAN RESOURCES COMMISSION
ATTN: PURCHASING

Mailing Address (USPS)

P O BOX 1326
GREENWOOD SC 29648

OR

Hand Delivery/Express Mail Address

237 N HOSPITAL ST
GREENWOOD SC 29646

MARK PROPOSALS WITH 'SOLICITATION NUMBER: P09-10-18'

CONTRACT ADMINISTRATOR

FOR QUESTIONS TO THIS SOLICITATION, CONTACT CHARLES VAUGHN
@ 864/229-8806 OR cvaughn@gleamnshrc.org

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

237 North Hospital Street, Greenwood, SC 29646 • PO Box 1326, Greenwood, SC 29648
(864) 223-8434 • Fax (864) 223-5985
www.gleamnshrc.org

GENERAL INFORMATION

GLEAMNS Human Resources Commission, a public, non-profit, community action agency, heretofore known as Agency, invites you to submit a sealed proposal in accordance with the requirements of this solicitation as follows:

This request for sealed proposals does not commit the Agency to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the activities, goods or services described. The Agency reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified vendor(s), to vary the provisions of a request at any time prior to the execution of the contract, or to cancel in part or in whole this request, if it is in the best interest of the Agency. Proposals will not be reviewed if they are late. The proposals will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any proposals will be accepted from Respondent after the closing date and time.

The Agency reserves the right to select such offer or which it deems appropriate and is not bound to accept any proposal based on price alone, further reserving the right to reject any or all proposals if it is deemed to be in the Agency's best interest.

Questions concerning the Request for Sealed Proposals will be accepted until November 27, 2018 and should be addressed as specified in this solicitation.

Small, minority, and women owned businesses are encouraged to submit proposals, with due consideration given to all offers.

All Respondents are to submit (1) ORIGINAL proposal.

The Agency may require selected Respondent to participate in cost negotiations, technical revisions or other revisions to their proposals prior to contract finalization.

The offer, solicitation or acceptance of gratuities or compensation, intended to influence the vendor selection process is expressly prohibited.

The Agency reserves the right to disqualify (with reason) an Respondent from the qualified vendor's list.

All Respondents will be notified as to the acceptance or rejection of their offer in writing.

The Agency reserves the right to seek appropriate administrative, contractual, or legal remedies in instances in which Respondents violate or breach contract terms.

Provisions for termination of the contract by the Agency or the recipient, and the basis of the settlement in cases of default, or because of circumstances beyond the control of the vendor shall be clearly defined.

QUESTIONS FROM RESPONDENTS

Any prospective Respondent desiring an explanation or interpretation of this solicitation should contact Charles Vaughn, Purchasing Manager @ cvaughn@gleamnshrc.org or 864/229-8806. Any additional information given a prospective Respondent concerning this solicitation will be furnished promptly to Agency's website www.gleamnshrc.org as an Addendum.

AMENDMENT TO THE SOLICITATION

The Solicitation may be amended at any time prior to the deadline. All Respondents should check for amendments.

IF THIS SOLICITATION IS AMENDED, THEN ALL TERMS AND CONDITIONS WHICH ARE NOT MODIFIED REMAIN UNCHANGED.

AWARD NOTIFICATION

Notice regarding any award or cancellation of award will be sent to all Respondents who submitted a proposal. All Respondents submitting a proposal by the deadline can be announced at the closing date and time of this solicitation. Opening of proposals will take place after the deadline.

REJECTION/CANCELLATION

The Agency may cancel this solicitation in whole or in part. The Agency further reserves the right to purchase in the best interest of the Agency.

INCURRING COSTS

The Agency shall not be liable for any costs incurred by businesses prior to the issuance of a contract.

INTRODUCTION

The Agency's Head Start Program is a comprehensive child development program which is federally funded to provide services to low income residents for children ages 3-4. Funding for the Head Start Program is provided by the Administration of Children and Families (ACF) 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 Head Start Program at the community level. This program is operated in Abbeville, Edgefield, Greenwood, Laurens, Lexington, McCormick, Newberry, Richland, and Saluda counties of South Carolina.

NOTICE TO RESPONDENTS

1. This Request for Sealed Proposals seeks competitive sealed proposals, complying the terms, conditions, and requirements set forth below, for the purchase of three (3) new 54-56 passenger and two (2) new 40-45 passenger school buses for the transportation of children in the Head Start Program.
2. Agency plans to purchase three (3) new 54-56 passenger and two (2) new 40-45 passenger school buses (actual bus capacities should fall at or near these ranges, depending on bus design and equipment). Once proposals are received, Agency will be required to seek approval from the Head Start Program's Policy Council, GLEAMNS' Board of Commissioners, and the Office of Head Start Region IV (OHS) before any awards or purchases can be made. Approval from OHS could take up to six (6) months. If approval is granted from these three levels, Agency will award to the most responsive and responsible Respondent(s) to this solicitation, pending an evaluation process and available funds. If request to purchase school buses is not approved, then this solicitation will be cancelled and a cancellation notice will be posted to Agency's website, followed by a courtesy message to all known Respondents recorded by Agency as having received a copy of the Request of Sealed Proposals.
3. The successful Respondent(s) 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(s).
4. 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 inquiries that Agency replies to, which are made by written amendment, shall be binding. Oral and other interpretations or clarifications will be without legal effect.
5. **Criteria For Award:** The Respondent(s) selected for an award will be the Respondent(s) 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. The criteria that will be used by the Agency for consideration of selecting a successful candidate(s) for award for this purchase are:
 - a. Years of experience
 - b. Ability to provide requested specifications
 - c. Warranties
 - d. Cost
 - e. References
 - f. Respondent's response to the Questionnaire

6. **Evaluation For Award:** An evaluation committee will review proposals of respondents and recommend the Respondent's proposal which is most advantageous, or in the best interest, to the Agency. The following scoring grid will be used to evaluate proposals:
- a. Years of experience – maximum 5 pts
 - b. Ability to provide requested specifications – maximum 20
 - c. Warranties – maximum 10 pts
 - d. Cost – maximum 5 pts
 - e. Respondent's response to the Questionnaire – maximum 10 pts

Once all offers have been scored, committee will select the best offers for award. This list will be forwarded to the Purchasing Department, who will contact the references of these Respondents to complete a reference questionnaire. Once the reference evaluation has been completed by the evaluation committee, evaluation committee will then select the most responsive and responsible Respondent(s) for award, in the best interest of Agency.

7. **Award Of Contract:** Agency plans to award this project pending funds availability, and approval from the following three (3) levels of authority:
- a. Head Start Program's Policy Council
 - b. GLEAMNS' Board of Commissioners
 - c. Office of Head Start, Region IV
 1. Approval from OHS could take up to six (6) months

Once a Respondent(s) has been selected for award, Agency will send all Respondents who responded to the solicitation a 'Letter of Intent to Award', which will be in effect for seven (7) business days. These letters will give notice to all Respondents that Agency has selected a Respondent(s) for award. If no 'Letters of Intent to Protest' are received by the seventh (7th) business day, Agency will offer an Acceptance of Award to selected Respondent(s) (See Procurement Grievance Policy at end of this RFP). Once accepted, Agency will send all Respondents who responded to the solicitation a 'Letter of Award', signifying that an offer and acceptance has been made by selected Respondent(s). Agency will then award a contract to the selected Respondent(s), in the best interest of The Agency, pending availability of funds. The Agency reserves the right to reject the proposal of any Respondents where the available evidence or information does not satisfy the Agency that the Respondent is qualified to carry out the terms of the contract.

8. **Award Date:** An award can only be made by Agency if/when Agency receives approvals from the three (3) levels of authority as indicated in Section 7 above, and pending the availability of funds at the time approvals are granted.

PROPOSAL REQUIREMENTS

1. **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 discretion. Failure to comply with the requirements contained in this Request for Sealed Proposals may result in the rejection of your proposal.

2. **Preparation and Submittal Instructions:** Respondents must complete, sign and return the attached **Execution of Offer, Pricing and Delivery Schedule, and Respondent Questionnaire** as part of their proposal response. Respondent's company official authorized to make such proposals must sign these forms. Failure to sign and return these forms will subject your proposal to disqualification. Respondents can also submit other company information, brochures, spec sheets, warranties, etc, as part of their proposal. 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.
3. **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.
4. **Required Documentation:** Respondents are instructed to complete, sign and return all of 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

STANDARD TERMS AND CONDITIONS

1. **Definitions:**
 - "Contract" shall mean the Request for Sealed Proposals, the Execution of Offer, Respondents Questionnaire, and all amendments issued prior to the execution and 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.
2. **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.

3. **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. **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 of default be remedied within ten days. In the event that the Contractor fails to remedy such failure of 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.
5. **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 the 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's sole obligation hereunder is to pay Contractor for goods ordered and delivered prior to the date of termination.
6. **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.
7. **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.
8. **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.
9. **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 has a civil judgement 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 the 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.

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.

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.

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.

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.

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.

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.
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.
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.
18. **Governing Law:** This Contract shall be construed and governed by the laws of the state of Agency.
19. **Contingency:** The award of a final contract is contingent and governed by the laws of the state of Agency.

SCOPE OF WORK AND SPECIFICATIONS

1. **Items to be purchased:** Three (3) new Type "C" 54-56 passenger and two (2) new Type "C" 40-45 passenger school buses. **Agency will reserve the right to purchase additional buses after award has been made, pending available funds.** The buses are to be delivered to 237 N Hospital St, Greenwood SC 29646. Delivery shall be made during normal working hours (9:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays and any other days scheduled to be closed by Agency) unless prior approval has been obtained from Agency.
2. **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 (FMVSS) 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 (FMVSS) 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.

3. Detailed Specifications:

Air Conditioning: Agency prefers two (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, and a minimum capacity of 85,000 BTU each. Agency will accept one (1) a/c system if two (2) independent a/c systems are not available. For one (1) a/c systems, Respondent shall propose the highest BTU system available from their manufacturer.

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 (FMVSS) 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 ½ 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.

Seat belts: Seat belts conforming to Standard 209 and Standard 210 of the (FMVSS) shall be provided for three (3) passenger positions per seat (both

outboard positions). Seat belts must be lap-style and 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 more than one inch above the top of the seat cushions. In addition, the nonadjustable end must be installed on the aisle position.

Child restraints: Buses must be equipped with SafeGuard STAR (or approved alternate) child restraints, which meet FMVSS 213 and 302. The standard STAR is a five-point, add-on restraint system that easily adjusts to provide a proper, secure fit for children between 25 lbs and 65 lbs, up to 57" tall and over two years of age. Child restraints must be equal to the seating capacity of each bus.

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.

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 frame of the seat.

Exterior Mirrors: Must be heated.

Exterior Lights: All exterior lights must be high intensity LED. Headlights shall be standard lights.

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 Axle Hubs: Both front axle hubs shall be oil bath.

Steering Wheel: Tilt/telescoping.

Keys: Each bus must include at least three (3) keys and/or key fobs

Brakes: Bus must be equipped with hydraulic braking system.

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

Warranty: At least three (3) years or 36,000 miles. Respondents shall include in proposal their best warranty detail, including but not limited to, engine, body, transmission, etc.

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: The three (3) 54-56 passenger buses must be equipped with a diesel engine (Cummins or approved alternate). The two (2) 40-45 passenger buses must be equipped with gasoline engines. One (1) of the 40-45 passenger buses must be equipped with an ADA ramp. All buses must be equipped with an ECM data connection port, automatic transmission (Allison or approved alternate), vandal locks on all doors, Child Check-Mate System (or approved alternate), front tow hooks, intermittent wipers, daytime running lamps and front & rear mud flaps. NOTE – Respondents must include cost to install a camera system on each bus with five (5) cameras and hard drive storage, to include the capability of adding a GPS tracking system (pre-wired) for future upgrade. Camera system can be equivalent to Agency's existing Pro-Vision camera system (or an approved alternate). The five (5) cameras must be placed in the following locations on the bus:

- a. Rear interior
- b. Front interior
- c. Over entrance door
- d. Left front exterior on stop sign
- e. Left rear exterior on stop sign

EXECUTION OF OFFER

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET COULD 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 in 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, capital 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 FMVSS 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

#1 – LARGE BUSES – (Diesel Engine)

Three (3) new Type "C", _____ passenger school buses, each \$ _____

SC IMF Tax, each \$ _____

X 3 Buses

TOTAL \$ _____

#2 – MID-SIZE BUS – (Gasoline Engine)

One (1) new Type "C", _____ passenger school bus, each \$ _____

SC IMF Tax \$ _____

TOTAL \$ _____

#3 – MID-SIZE BUS – ADA – (Gasoline Engine)

One (1) new Type "C", _____ passenger school bus, each \$ _____

SC IMF Tax \$ _____

TOTAL \$ _____

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 good of equal type and scope, as requested herein, within the past three (3) 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.

**GLEAMNS HUMAN RESOURCES COMMISSION, INC.
PROCUREMENT GRIEVANCE POLICY**

PURPOSE

The purpose of this policy is to outline the processes GLEAMNS Human Resources Commission, Inc. ("GLEAMNS" or "Agency") uses to manage and respond to Vendor grievances. Further, the purpose of this Procurement Grievance Policy is to provide a mechanism by which potential Vendors can appeal contract award decisions if they believe the contracting process was not conducted in accordance with Agency policies. Under this procedure, Vendors can request an independent review of the process by Agency personnel outside of the contracting group.

PROCUREMENT GRIEVANCE POLICY

Any Vendor participating in a competitive bid process conducted by the Agency may file a grievance under this Policy. Grievances must be filed within seven (7) business days from the Vendor's award or notice of rejection letter. Grievances under this Policy are limited to: (a) violations of federal laws or regulations; or (b) violations of the Agency's own procurement policies as set forth in the applicable operating procedures and policies.

Grievances should be in the form of a letter addressed to the Agency's CEO and must state the following information: Project Name; Solicitation Number and a complete statement of the reasons of the basis of the protest (including reference to specific statutes and regulations, if applicable). The Grievance must also include the name, address, and contact information of the person(s) representing the protesting party.

The procedure and time limits set forth in this Policy are mandatory and are the Vendor's sole and exclusive remedy in the event of a bid protest. A Vendor's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.

Grievances relating to the Agency's competitive bidding process will be reviewed and determined by the Agency's Chief Executive Officer ("CEO") or his/her designee. Designees selected by the CEO will be outside of the Agency's contracting group.

A written response to grievances will be provided to the protesting Vendor within fourteen (14) business days from receipt of the initial grievance, unless the period for response is extended by the CEO or his/her designee.

In response to grievances under this Policy, the Agency reserves the right to sustain the original bid decision, bid or re-bid the service or product, or award a contract to the protesting Vendor. Nothing in this Policy shall be construed as a waiver of the Agency's right to reject all bids.

