

# Personal Protective Equipment and Supplies

## IDEA Public Schools

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# Bid Information I

Bid Owner Elliott Nguyen

Email <u>Viet.Nguyen@ideapublicschools.org</u>

Phone 512

#14-IFB-

- 1.7 IDEA Public Schools expects that all Bids will remain valid for the term of this Bid.
- **1.8** Award to vendor(s) will be for the period of 12/01/2020 through 08/1/2021 with the option to extend for 1 year upon mutual agreement of IDEA Public Schools and the vendor.
  - 1.8.1 Multiple vendors may be awarded to meet pricing needs.
  - 1.8.2 Multiple vendors may be awarded to meet quantity needs.
  - **1.8.3** Each listed item on "Attachment A" will be treated as an independent bid. If the vendor can only supply one item out of the list and is the most advantageous bid and conforms to

**3.** Bid Inquiries: Should any questions arise, please submit inquiries via e-mail to: <u>viet.nguyen@ideapublicschools.org</u> by the deadline referenced above.

### PAYMENT TERMS

Payment will be issued upon review and approval of invoice within 30 days. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the IDEA Public Schools - Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. Invoices should be submitted to IDEA Public Schools ATTN: Accounts Payable via email at <a href="mailto:payable@ideapublicschools.org">payable@ideapublicschools.org</a> or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596.

### PART II- BID CONTENT AND PROCESS

### **PURPOSE**

The purpose of this Invitation for Bid (IFB) is to obtain Personal Protective Equipment and Supplies for the 2020-2021 school year, with a possible extension into the 2021-2022 school year.

### NOTICE TO ALL VENDORS DURING COVID-19

IDEA Public Schools is interested:

- 1. Vendor must keep IDEA Public Schools (IDEA) advised of any changes in order(s) status.
- 2. Award to vendor(s) will be for a period ending on June 30<sup>th</sup>, 2021 with the option to extend mutually for up to 1 year.
- 3. Questions regarding this Bid must be in writing and emailed to <u>Viet.Nguyen@ideapublicschools.org</u> in accordance to the date and time outlined above.
- 4. All pricing and any award under this IFB shall be good for IDEA and any other entity purchasing through IDEA.

#### SCOPE OF SERVICES

### RESPONDENT RESPONSIBILITY

IDEA Public Schools expectations with respect to the performance by each vendor in connection with the IDEA Public Schools purchases are set out in the "Contract Documents" which consist of the Vendors who fail to examine the Contract Documents do so at

their own risk.

Any explanation desired by a vendor regarding the meaning or interpretation of any portion of the contract documents must be emailed to <a href="Miles Nguyen@ideapublicschools.org">Viet.Nguyen@ideapublicschools.org</a>, in a timely manner to allow for a reply to reach vendors before the submission of their Bids. Oral explanations or instructions given before the award will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an , if such information is necessary to vendors in submitting their Bids or if the lack of such information would be prejudicial to an uninformed vendor.

The selected respondent(s) will follow practices, processes, and protocols established by local, state, and federal agencies with respect to their field of service and goods.

### **DESIRED SERVICES**

# Personal Protective Equipment and Supplies MANDATORY REQUIREMENTS & EQUIPMENT QUANTITIES

- 1) General. The following instructions by IDEA Public Schools are intended to afford offerors an equal opportunity to participate in the contract.
- 2) Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.
- 3) Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/Bid) is submitted will be construl

The Bid should also include the cost of delivery to each of IDEA's campuses and locations, potentially representing 80 unique addresses in Texas. Consumable PPE and Supplies such as gloves, gowns, wipes, etc. may require recurring shipments over the course of several months throughout the year.

## IDEA PUBLIC SCHOOLS RESPONSIBILITY

### INSURANCE REQUIREMENTS

**Proof of Insurance:** Contractor certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the District's rights or remedies under this Agreement.

additional proof of insurance including but not limited to policies and endorsements.

Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement.

Contractor shall provide a copy of this Agreement to its insurance agent or broker.

A response does not commit IDEA Public Schools to award a purchase agreement or a contract. IDEA does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA Public Schools.

IDEA Public Schools reserves the right to contact any individual, agency, or employers listed in the IFB, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.

Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IDEA Public Schools, or to any consultant, employee, or member of IDEA Public Schools for the purpose of or having the effect of influencing favorable disposition toward their own Bid or any other bid submitted hereunder.

No employee, officer or member of IDEA Public Schools shall participate in the selection, development of a response to this IFB, award or administration of a contract supported by the IFB if a conflict of interest, real or apparent, would be involved.

Respondents shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a respondent's response to be rejected.

No purchase agreement or contract may be awarded until the respondent has complied with Executive Order 12549, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the respondent, nor any of its principles, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.

Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA Public Schools

### BID CONSIDERATION/SELECTION CRITERIA

- "Most Advantageous Bid". In evaluating bids, the following considerations will be taken into account for the award recommendations as per TEA Education Code 44.031(b):
  - The purchase prices, inclusive of freight
  - The reputation of the vendor and of the vendor's goods and services
  - The quality of the vendor's goods or services
  - The speed at which goods and services can be provided without additional cost
  - The extent to which the goods or services meet IDEA's needs
  - The vendor's past relationship with IDEA
  - The total long-term cost to IDEA to acquire the vendor's goods or services
  - Vendor's service and delivery capabilities
  - Probability of continuous availability
  - Any other relevant factor specifically listed in the IFB

### RESPONSIVE/RESPONSIBLE RESPONDENTS

IDEA Public Schools staff reviews the bids received to determine if they are responsive. For bids to be considered responsive and to be evaluated for selection, the following requirements must be met:

- 1. The Bids must have been submitted by the due date and time.
- 2. The Bids must be complete with the original signatures.
- 3. The Bids must be for the specific services requested and described in the IFB Packet.
- 4. The Bids must be submitted in the format described in the IFB Packet.

All Bids will be screened for inclusion of all required information prior to release to the evaluation team. IDEA Public Schools staff may exclude from further consideration for contract award any non-responsive Bid or portion of a Bid.

### **EVALUATION**

The evaluation criteria and the relative weights for scoring are provided below, the evaluation team will consider the following elements in the evaluation process. Purchase price is not the only criteria that will be used in the evaluation process. Each item will be evaluated individually.

### EVALUATION RUBRIC FOR PPE AND SUPPLIES

| SOORING RUBRIC                                      | POINTS POSSIBLE |
|---|-----------------|
| Adherence to item specifications*                   | 20              |
| Availability to meet minimum product quantities     | 20              |
| Timeliness of product turnaround from date of order | 15              |
| The overall quality of the product samples          | 15              |
| Reputation of the bidder specific to supplying PPE  | 10              |
| Price inclusive of shipping and delivery            | 10              |
| Bidder's past experience working with IDEA          | 10              |
| Total Score   | 100             |

<sup>\*</sup>As a part of the evaluation process, bidders must submit 10 samples of each unique item of PPE that would be provided if awarded the contract. 5 samples must be sent to BOTH of the following addresses by the November 16 deadline at 5:00 p.m. Submission of physical samples to the addresses below is a requirement for a complete IFB package submission.

Elliott Nguyen Director of Procurement 9424 Sawyer Fay Lane Austin TX, 78748

Elda Pruneda Assistant Director of Facilities Procurement IDEA Public Schools 2115 West Pike BlvdIDEA Public SchoolsElda Pruneda

# PART III- BID FORMAT

# IFB RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

Title Page

Table of Contents

Business Identification

# ADDITIONAL REQUIREMENTS

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List of IDEA

# ATTACHMENT B

# CERTIFICATION OF RESPONDENT

I, the undersigned, submit this quote/bid and have read the specifications, which are a part of this solicitation. My

#### ATTACHMENT C

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned subcontractor certifies it will provide a drug-free workplace by:

- o Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the
  workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling,
  rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for
  drug violations in the workplace;
- o Providing each employee with a copy of the subcontractor's policy statement;
- o Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;
- o Notifying IDEA Public Schools within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,
- o Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

| Name of Organization/Firm                         |      |  |
|---|------|--|
| Signature of Authorized Representative            | Date |  |
| Print Name and Title of Authorized Representative |      |  |

### ATTACHMENT E

### EQUAL OPPORTUNITY AND NONDISCRIMIANTION

The (Name) promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. (Name) conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

### EEO Laws, Rules, Guidelines, Regulations

(Name) provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.

(Name) is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. (Name) takes positive steps to eliminate any systematic discrimination from personnel practices. (Name) recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status.

and carrying out an effective equal employment opportunity program.

| Name of Organ1zation/Firm                     | _    |
|---|------|
| Signature of Author1zed Representative        | Date |
| PrName and Title of Author1zed Representative | _    |

## ATTACHMENT F



#### ATTACHMENT G

#### CERTIFICATION REGARDING LOBBYING

### **PROCUREMENT**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awarFnA763(n)-4(d)-4(s)-O(o)-5(rETQ[(awar.a.eE.c14(t)-4(h)-mM5TreF1 9.96 Tf1 0 0 1 86.424147.14c1d)-4(s)(ar)

| Signature of Authorized Representative            | Date |  |
|---|------|--|
| Print Name and Title of Authorized Representative |      |  |

PACKAGE FOR PROCUREMENT