Request for Proposals (RFP)

#3-RFP-TRNSP-2022
White Fleet Vehicles

Closing Date:

e. Cost Summary
f. References
g. Required Forms
h. Additional Documentation

II. Proposals shall be submitted via the web-based software, Tyler Munis Self Service. A signed, submitted proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation. Click here to access the site in a web browser
III. To be eligible for consideration, electronically locked proposals should be received via Tyler Munis or by mail to the IDEA Public Schools Headquarters no later than 9:00 AM CST on February 18, 2022 along with the requisite signature pages and certification forms.

All proposals must be received by the deadline. Proposals submitted after the opening time and date will not be accepted. Fax or email proposals will not be accepted

I. IDEA reserves the right to reject any and all Proposals, award service contracts as may appear advantageous to IDEA and waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party. IDEA further reserves the right to tender its own contract for services.

II. All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.

III. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.

IV. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall state “No costs to IDEA.”

V. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.

VI. Any Proposals submitted in response to this RFP will be irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.

VII. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.

VIII. IDEA reserves the right to select any offer it deems the best value, regardless of price.

IX. IDEA may accept multiple offers for the same services.

X. IDEA may increase or decrease the quantity specified in this RFP.

XI. RFP Timeline

RFP Issue Date:	February 2nd, 2022
Respondent Question Cut-Off Date:	February 8th, 2022 at 3:00PM (CST)
Addendum Issue Date:	February 11th, 2022
Proposal Due Date & Time:	February 18th, 2022 at 9:00AM (CST)
Evaluation Period	February 18th -- 2------2

False/Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service, may be rejected. If, in the opinion of IDEA, such information was intended to mislead IDEA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.

Proposal Signatures

The Proposal must be signed by an individual with proper authority. The signature should indicate the title or position that the individual holds in the partner (if applicable).

Selection of Vendor(s)

IDEA may award this RFP to multiple Vendors or to one vendor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under Evaluation Criteria referenced in this RFP

A contract or letter agreement for 11 Service Trucks, 7 Regular Vans, 2 Box Trucks, 1 Transit Truck, and 1 Tow Truck may be executed for each entity listed in this solicitation with successful vendor(s) as a result of this process, and the successful vendor(s) agree(s) that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

Partnership Responsibilities

IDEA reserves the right to cancel service(s) due to unacceptable price variances. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for a particular item. This will allow IDEA an opportunity to search and approve a substitute item or services of equal or greater quality.

All pricing and any award under this RFP shall be good for IDEA and any other entity using or through IDEA.

a. Prices may be decreased at any time after award through written contract amendment. If prices are affected by statute, regulation, administrative or judicial order, vendors may not include additional costs in billing to the entity under. Vendors must first provide IDEA written justification for any increase and IDEA must decide of applicability of increase to the contract. In the event a vendor offers to provide a decrease in rates to its customers or potential customers for the same services provided for IDEA pursuant to its contract, the vendor must provide the same decrease in rates for IDEA. It is recommended that the vendor provide said rate decreases voluntarily. If IDEA learns of a decrease in rates and the decreased rate from the date of said decrease or the vendor's contract will be subject to cancellation at the discretion of IDEA. Any charges not proposed but required to make this services viable will be considered a hidden cost and will be provided by the vendor at no additional cost to IDEA for the term of the contract.

Contract Period

The agreement(s) resulting from this solicitation will be in effect at a date established by mutual consent of IDEA Public Schools and selected partner(s).

Administrative Procedure for Bidder Complaints

Members of the public having complaints regarding IDEA's purchasing procedures or operations may present their complaints or concerns to IDEA in writing to the following address:

IDEA Public Schools
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
956-377-8000

Insurance Requirements

Minimum Requirements: The insurance coverages specified in this Agreement are the minimum

IDEA is requesting the following white fleet vehicles for: TEXAS, LOUISIANA, FLORIDA AND OHIO

1. Successful vendor(s) agree to execute multiple contracts and provide separate invoices related to each contracted entity

(All specifications are to be as stated in this RFP)

Description: New or Semi-New condition	Required Features
2022: 2500 Dodge Ram Truck, 6.4L, 8 C Engine-not older than 3 yrs old and 45k m	Color: White KNAPHEIDE Utility be
[redacted]	4 door 4x4 Bluetooth Standard Accessories Features

Description: New or Semi-New condition	Required Features
2022 Van, Dodge Caravan or similar (Voyager) not older than 3 yrs old and 45 miles	Ext. Color: White 7+ passenger van 3 yr/36k; 5 yr/60k warranty 280+ horsepower Black Cloth Interior 140 cubic feet when seats folded
[redacted]	

*Vehicles by region are listed on page 3 of the RFP

PARTII – PROPOSAL REQUIREMENTS

1. Describe how your organization will maintain consistent communication about delivery, service issues or delays in delivery with IDEA Public Schools.

Proposal Opening

Proposal Opening is scheduled for February, 28th 2022 at 9:00 AM (CST). A formal “opening” will not be held and pricing will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but IDEA’s records are a matter of public record.

Who is eligible to respond

Respondents who can meet the technical specifications for quality and other terms of this RFP package,

response shall be clear and succinct. If any service requirement cannot be performed, the Proposer shall state ‘not applicable’ or ‘unable to perform’.

Cost Summary

Ancillary to the proposal, the Proposer shall provide information on any costs that IDEA may incur. The Proposer must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the products or services required herein. Proposer will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee

- x Any other relevant factor listed in the RFP

IDEA will also evaluate each proposal(s) in the areas of the proposed plan, experience/service capabilities, and value on the following predetermined criteria. The committee evaluating the proposals submitted in response to this RFP may require any or all vendors to give an oral presentation to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, vendors may be requested to revise any or all portions of their proposals

	Evaluation Criteria
40 Points	Cost Proposal: Proposed cost for vehicle(s), itemized
40 Points	Vendor's Capabilities: Delivery Schedule to meet July ad Q q 74..0.48 re f 132.24 59 543.6

Supplemental Information: All supplemental information required by the proposal documents must be included with the proposal response. Failure to provide complete and accurate information may disqualify the vendor from consideration.

Proposal Errors: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, the vendor may be removed from consideration or from any approved vendor list.

Changes to Proposal: IDEA reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.

Use of Brand Names: The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not rpo27c -0.003 Tw (s) 1 Tf 5 (2 1 8) 2 T (d) -1 (T o 38

Fund Availability: This agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency (TEA) pursuant to IDEA's open enrollment charter. This Agreement is further conditioned on continued allocation of funds by the IDEA's Board of Directors (the "Board"). If the Legislature and/or the TEA fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

Modifications: The contract may only be modified, altered, or changed by a written agreement signed by both parties or their duly authorized agents.

INDEMNIFICATION: THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELEY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FORGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor shall certify to IDEA that all employees assigned to work under a contract have successfully passed a criminal background check, prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the contract.

Enforcement. It is acknowledged and agreed that Vendor's services to IDEA are unique, which gives Vendor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably and adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor therefore expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this agreement, but only if IDEA is not in breach of this agreement.

LIMITATIONS AND NO WA-3 (Da)-2 (nt.)]TJ 4.W(g)nod-2 (o)-8OD.001Td ( )Tt D3pTe t ( )Tt MIlin3 (t

authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this Response.

Attachment A – Title

Attachment B – Vendor Information

Enter Vendor's name and address below.

1. Vendor Name: _____

2. Street Address: _____

3. City, State, and Zip Code: _____

Additional Requirements:

Proposal must include name of each person with at least 25% ownership of Vendor.

Name: _____

Name: _____

Name: _____

Name: _____

Attachment D – Proof of Insurance or Bonding

Please provide proof of insurance or bonding

Attachment E – Certification Regarding Drug-Free Workplace

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human

Services (45 CFR Part 76).

The undersigned Vendor certifies it will provide a G U X J (workplace by:

- 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 Td (thn Tw 0.995 0 Td (Td (TJ 3.235 0 Td ( )Tj 0.003 Tc -0.02 ()-1 (es i)-1 (t)]T995 0 Td [(o)

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Attachment F – IDEA Conflict of Interest Form

By signature of this Proposal, Vendor covenants and affirms that:

- No manager, employee or paid consultant of Vendor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor is married to a member of the IDEA Board of Directors, IDEA's Chief Executive officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA owns or controls more than 10% in Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA receives compensation from Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA and shall further be liable for any costs incurred or

Attachment G – Conflict of Interest Form CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill out the Conflict of Interest Form CIQ and submit with their proposal.

The Conflict of Interest Form CIQ can be found at the following link:

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Attachment H – Equal Opportunity and Nondiscrimination

Vendor promotes employment opportunity through a 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
any

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining,and carrying out an effective equal employment opportunity program.

_____

Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment I – Felony Conviction Disclosure Statement

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Contractor, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner

Attachment J – Certification Regarding Lobbying

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 wasplaced 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:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any personfor 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 IDEA 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencingor attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employeeof Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA 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 DOO FRYHUHG VXE(DZDUGV H[FHHGLQJ in Federal fu DQG WKDW DOO VXE(UHFLSLHQWV shall verify and disclose accordingly.

_____

Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment K – Debarment or Suspension Certificate

IDEA is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred.Vendor must certify that it and its owners/members/principals are not suspended or debarred under federal lawand rule.

By submitting signing contract and this certificate, Vendor certifies that no suspension or debarment is in place,which would otherwise preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Vendor Name

Signature of Authorized

With respect to the use of federal funds in connection with this contract, with respect

assupplementedby Departmentof Laborregulations(29 CFR5). Under40 U.S.C3702of the Act, eachcontractormust be requiredtocompute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensatedrate a of not less

with obtaining any Federal award. Such disclosures are forwarded tier to tier.

11. Procurement of Recovered Materials. The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of covered materials practicable, consistent with maintaining a satisfactory level of competition, where

Attachment M – Criminal History Review of Contractor Employees

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Please complete the information below:

I, the undersigned agent for <<Contractor Name>> ("Contractor"), certify that [check one]:

[_____] None of the employees of Contractor and any subcontractors are "covered employees" as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[_____] Some or all of the employees of Contractor and any subcontractor are "covered employees." If this box is checked, I further certify that:

1. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
2. Upon request, Contractor will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.
3. If the School objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to the School.
4. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or have [illegible]

3.

COMPANY NAME OR CONTACT PERSON

Respondent shall provide pricing / price schedule referencing: “ATTACHMENT “O” in their submitted proposal.”

Attachment P – Respondent's W-9

The W-9 is an official form furnished by the IRS for employers or other entities to verify the name, address, and tax identification number of an individual receiving income. The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill out the W-9 and submit with their proposal.

END OF IDEA PUBLIC SCHOOLS RFP