

Nueces County Community Action Agency
Request for Proposal for
One Mid-Size Pick-up Truck
Due Thursday, March 9, 2023 at 1:00 p.m.
Inquiries and Proposals Should be Directed To:
Mrs. Melissa Bartee
Accounting Specialist
Nueces County Community Action Agency
101 South Padre Island Drive
Corpus Christi, Texas 78405
(361) 883-7201 ext. 17

I. General Information

A. Purpose

The purpose of the proposal is to contract for the purchase of one mid-size pick-up truck. The vehicle will be purchased utilizing one hundred percent (100%) of Head Start money. The minimum specifications of the pick-up truck are as followed:

- 2022 or Newer Year Model
- 2.3-3.8 Liter V-6 Gasoline Engine
- Extended Cab, preferred not required
- Long Bed, preferred not required
- 2 Wheel Drive
- Automatic Transmission with Overdrive
- Air Conditioning and Heat
- Standard Suspension
- Auto Remote Entry
- Standard Factory Installed Front and Rear Bumpers
- Anti-Lock Brake System
- Tinted Windows
- Driver and Front Passenger Air Bags
- Spare Tire
- Trailer Tow Package
- Meets all Federal Emissions Requirements
- Include tax, title, and license in price

B. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to the RFP will be the responsibility of the Offeror and will not be reimbursed by Nueces County Community Action Agency (NCCAA).

C. Instructions on Proposal Submission

- i. Your proposal should be addressed as follows:
Mrs. Melissa Bartee

Accounting Specialist
Nueces County Community Action Agency
101 South Padre Island Drive
Corpus Christi, Texas 78405

- ii. It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the **lower left-hand corner** with the following information

Request for Proposal

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Sealed Proposal

- iii. Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Offeror to ensure that the proposal is received by NCCAA by the date and time specified above. Late proposals will not be considered.

D. Right To Reject

NCCAA reserves the right to reject any and all proposals in response to the RFP. A contract for the accepted will be based upon the factors described in this RFP.

E. Small and/or Minority Owned Business

Efforts will be made by NCCAA to utilize small business and minority owned business. An Offeror qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121 201) by having average small receipts for the last three years of less than six million dollars.

F. Notification of Award

It is expected that decision selection the successful Offeror will be made within two weeks of the closing date for the receipt of proposals. NCCAA has the option to purchase from different vendors.

II. Specification Schedule

A. Goods Required

As previously stated, the purpose of the proposal is to contract for the purchase of one midsize pick-up truck. The Offeror must include any warranties provided and cost associated with the warranties. The minimum specifications of the truck are as followed:

- 2022 or Newer Year Model
- 2.3-3.8 Liter V-6 Gasoline Engine
- Extended Cab, preferred not required
- Long Bed, preferred not required
- 2 Wheel Drive
- Automatic Transmission with Overdrive
- Air Conditioning and Heat

- Standard Suspension
- Auto Remote Entry
- Standard Factory Installed Front and Rear Bumpers
- Anti-Lock Brake System
- Tinted Windows
- Driver and Front Passenger Air Bags
- Spare Tire
- Trailer Tow Package
- Meets all Federal Emissions Requirements
- Include tax, title, and license in price

B. Price

The Offeror's proposal price should include the purchase of one midsize pick-up truck and also include any cost of warranty, if applicable. Price should include tax, title and license.

C. Contract Terms

The successful bidder shall comply with the following contract terms:

NCCAA shall give the Contractor written notice of deficiencies by providing copies of reports of unsatisfactory services performed or unsatisfactory goods received. NCCAA will maintain an effective inspection system, therefore, the Contractor shall be conclusively presumed to have actual knowledge of work not done. In default of unsatisfactory damage material or non-performed work, or unsatisfactory goods received, NCCAA:

- i. May as its option, afford the Contractor an opportunity to do the non-performed work or correct the deficiencies in goods received within three hours of the Contractor being advised that he will be afforded the opportunity, in the case of daily services; or, 24 hours in the case of all other services; or,
- ii. May at its option, perform the services or obtain the goods through another Contractor. The Contractor will be invoiced the non-performed items at the cost, plus 10% administrative fee; or, the Contractor will be deducted for non-performed items plus 10% administrative fee; or,
- iii. May deduct from the Contractor's or Vendor's invoice for any damages to NCCAA's equipment or perishable items lost due to negligence plus 10% administrative charge; or,
- iv. Repeated instances of non-performed or unsatisfactory work will be cause for termination. This provision will be applied after the second written notification is sent to the Contractor; the third notice will be contract cancellation notice and a deduction of 10% administrative charge (of last invoice) due to Contractor.

- v. NCCAA shall terminate this contract in whole or in part at any time NCCAA determines that the Contractor failed to observe the terms of the contract. Cause for termination includes but is not limited to Contractor's failure to comply with the contract.
- vi. Should the Contractor's entity cease to exist, becomes legally incapable of performing its responsibilities, or loses its status as a business entity; the contract will be subject to termination.
- vii. Either of the parties hereto shall have the right, at such party's sole discretion and at such party's sole option, to immediately terminate and bring to an end all performances to be rendered under this contract by notifying the other party hereto, in writing.

All negotiated contracts awarded by NCCAA shall include provision to the effect that NCCAA, the Federal awarding agency, the Comptroller General of the United States or any of their duty authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

All contracts shall contain the following procurement provisions as provided in Attachment 1.

D. Schedule

Bid packages must be submitted no later than Time and Date of Due Date. Bid packets must state that the proposal shall be good for 90 days. The public is invited to attend the opening of sealed proposals which will occur at Time and Date of Due Date at the following location:

101 South Padre Island Drive
Corpus Christi, Texas 78405

III. Evaluation

Evaluation of each proposal will be based on the following criteria:

Price	50 Points
Bid Responsiveness	25 Points
Record of Past Performance	20 Points
<u>Small and/or Minority Owned Business</u>	<u>5 Points</u>
Maximum Points	100 Points

- 1. Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and subgrants in excess of \$2,000.00 for construction or repair awarded by NCCAA and its subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulation 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in construction, completion, or repair of public work, to give up any part of the compensation to which he otherwise entitled. The recipient shall report all suspected and reported violations to the Federal awarding agency.
- 3. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.):** Contract and subgrants of amounts in excess of \$100,000.00 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 35 seq. and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et seq. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors who apply or bid an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 5. Debarment and Suspension (E.O.s 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement and Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractor declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.