

REQUEST FOR PROPOSALS (RFP) VEHICLES FOR WESTERN DAKOTA TECH AUTOMOTIVE TECHNICIAN PROGRAM

DATE PROPOSALS ARE DUE: January 31, 2022 by 2:00 PM Current Mountain Time.

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Instructions to Proposers

A. DEFINITIONS:

“WDT” means Western Dakota Tech who is requesting proposals.

“Proposer” means a company that submits a proposal in response to this request. In sections of this RFP that refer to requirements or actions of the organization that submits the proposal that is chosen by the College, “proposer” means the organization that submitted the successful proposal.

B. INVITATION TO PROPOSAL:

WDT requests sealed proposals in response to the Request for Proposal (RFP) for the College’s Vehicles for the Automotive Technician Program.

Submit one (1) original and two (2) copies in a sealed envelope. The original copy needs to contain original signatures. Mark envelope “Auto Tech Vehicles.” Refer to Attachment A of this RFP, “Checklist of Requirements for Proposals” for a list of required parts of a proposal. Use the cover sheet, Attachment B, for this RFP.

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time of submission. Proposals that arrive after the required time will not be considered. It is the responsibility of the proposer to ensure that the proposal arrives at the required location by the required time. WDT shall not waive or extend this requirement for any reason. Telephone, facsimile, electronic mail and telegraphic proposals **will not be accepted.**

A proposal, once delivered to the formal custody of the College may not be withdrawn until after the proposals are opened and acknowledged, and no proposal may be withdrawn for a period of thirty (30) days from the opening thereof. A register of proposals shall be prepared documenting the name and address of each proposer and identifying each proposer awarded a contract. The register shall be open for public inspection after contract award.

Proposals will be accepted until 2:00 P.M. Current Mountain Time January 31, 2022.

C. INQUIRIES REGARDING PROPOSAL:

All inquiries concerning this proposal must be submitted in writing by email to Doyle Bouzek at Doyle.Bouzek@wdt.edu.

Deadline for inquiries is Jan 25, 2022 at 4:00 PM Current Mountain Time.

Responses that include interpretations, classifications, modifications, and supplemental instructions in the form of written addenda will be provided to all proposers on record in the WDT Business Office. The College will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the

proposer. No phone or in person inquiries will be accepted. It is the proposer's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the College's attention.

D. BONDS:

To reduce the cost of doing business with WDT, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by proposer, WDT reserves the right to pursue any and all remedies.

E. CONTRACT AWARD:

The WDT Board of Trustees reserves the right to reject any or all proposals if it is in the best interest of WDT to do so.

Procedural Requirements

A. SCOPE:

- Bidders can provide a response for one, more than one, or all of the units listed below.
- WDT is seeking proposals from businesses with experience providing new and used vehicles to business customers.
- The successful bidder shall provide all materials, labor, equipment, and all other items required to deliver vehicles to the Automotive Technology program shop located at WDT campus in Rapid City. Unit(s) must be delivered no later than May 27, 2022.

Estimated Quantities:

<i>Description</i>	<i>Preferred Model</i>	<i>Year Range</i>	<i>Maximum Mileage</i>	<i>Quantity</i>
Domestic Model Full Size Pickup	Chevrolet 1500	2020 – 2022	60,000	2
Import All Wheel Drive SUV	HR-V AWD	2020-2022	60,000	2
Import Sedan	Toyota Camry	2020-2022	60,000	2
Import Compact Crossover	Toyota C-HR	2020-2022	60,000	2
Import Minivan	Toyota Sienna	2015 or newer	60,000	1
Import Compact Sedan	Toyota Corolla	2015 or newer	60,000	1
Import Midsize Sedan	Honda Accord	2016 or newer	60,000	1

Hybrid models would also be acceptable – please note in the response if the hybrid feature is being offered.

WESTERN DAKOTA TECH

800 Mickelson Dr. • Rapid City, SD 57703
p. (800) 544-8765 p. (605) 718-2400 f. (605) 394-2204 wdt.edu

B. PROPOSAL SUBMISSION:

Submit proposals to the following:

Business Office
Western Dakota Tech
800 Mickelson Drive
Rapid City, SD 57703

Mark envelope “Automotive Technology Program Vehicles”

If hand delivering proposals, they can be provided to the WDT receptionist in the Student Admissions area.

Additional contact information for WDT:

Doyle Bouzek, Automotive Technician Program
Western Dakota Tech
800 Mickelson Drive
Rapid City SD 57703
605-718-2924

The proposal must include the firm name and be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be available upon request from WDT.

If WDT determines that there is a discrepancy or an omission from this RFP prior to the opening of proposals, and addendum will be issued to all proposers on record in the WDT Business Office.

C. CALENDAR OF EVENTS:

The required dates and times by which actions must be completed and, where applicable, locations are listed in the following chart. If WDT determines that it is necessary to change a date, time or location it will issue an addendum to this RFP.

Calendar of Events	
<i>Action</i>	<i>Date/Time and Location if applicable</i>
RFP Released	Jan 6, 2022
Deadline for submission of any communications from Proposers	Jan 25, 2022
Deadline for WDT to issue addenda to RFP	Jan 26, 2022
Proposal due date	Jan 31, 2022 2:00 P.M. MST
Proposal opening date	Jan 31, 2022 2:00 P.M. MST
Interviews (if desired by WDT)	Feb 2, 2022
WDT selection of proposal	Feb 3, 2022
Approval and award	Feb 9, 2022

D. EVALUATION CRITERIA

WDT will evaluate the proposals based on lowest cost that meets the scope.

E. PROPOSAL SELECTION:

Upon completion of evaluation of proposals, WDT shall negotiate with the responsible proposer(s) that submit the most responsive proposal. Agreement award is contingent upon WDT and proposer reaching mutually agreeable terms. Other proposers that have submitted proposals will be notified when negotiations have been completed.

WDT reserves the right to:

1. Waive any irregularities or informalities in proposals.
2. In the best interest of WDT, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary, issue a new RFP. WDT will take actions as deemed appropriate.

Proposer has the right to withdraw its proposal if WDT changes the type of award as described in Section A, above.

Standard Terms and Conditions

The following standard terms and conditions shall be incorporated into the agreement.

A. RECORDKEEPING:

Books and records of WDT transactions shall be made available, upon request, in an easily accessible manner for a period of three (3) years from the end of the agreement term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by WDT, state and federal representatives and auditors.

B. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION:

The proposer certifies that neither the proposer or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. The proposer specifically covenants that neither the proposer nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

C. LOBBYING:

If the negotiated agreement exceeds \$100,000, proposer certifies that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, etc. If proposer has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, proposer is required to submit a “Disclosure Form to Report Lobbying” at the time of the executed contract and at the time of any renewals.

D. CODE OF CONDUCT:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. On award of contract, the proposer will complete two supplemental documents (Harassment and Discrimination Policy Outside Contractor Agreement and Personally Identifiable Information Policy Outside Contractor Agreement). Sample documents located at the end of the document.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

WDT procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

E. OTHER FEDERALLY REQUIRED CONTRACTUAL PROVISIONS:

- If the contract exceeds \$2,500, proposer is required to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented.
- If the contract exceeds \$10,000, proposer is required to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- If the contract exceeds \$100,000, Proposer will be required to comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Proposer shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

F. TERMINATION OF AGREEMENT:

In the event the proposer defaults in any of the terms of this contract, and such default is not resolved within thirty (30) days after written notice of default, WDT will have the right to terminate this contract. In addition, WDT shall have the right to terminate this contract for any reason on written notice to Proposer given at least sixty (60) days before such termination.

Proposal Requirements

- a. Detailed description and pricing for each vehicle offered in your bid. Please note if the hybrid is available.
- b. List three client references.
- c. Complete Attachment A
- d. Complete Attachment B
- e. Complete Attachment C

Attachment A

Vehicles for Automotive Technology Program Proposal

TO

Western Dakota Technical College

Due: *Jan 31, 2022 2:00 P.M. MST*

I understand that WDT reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of thirty (30) days from the time of opening of the proposal.

PROPOSER NAME

PROPOSER ADDRESS

PROPOSER EMAIL & PHONE NUMBER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME

TITLE

DATE

Attachment B

Western Dakota Technical College - Harassment and Discrimination Policy Outside Contractor Agreement - Supplement

Contractor (name: _____) agrees as follows:

- Policy (Select One)
 - Subject all its employees to a legally compliant sexual harassment and non-discrimination policy
 - In lieu of such a policy, agrees to subject its employees to the policies of Western Dakota Tech (WDT), abide by its disciplinary determinations, and implement them without material deviation;
- Training (Select One)
 - Provide annual harassment and discrimination training to its employees
 - If contractor does not have such training, they agree to utilize the WDT's resources to train their employees;
- Agrees to remove or suspend any employee suspected of harassment immediately at request of WDT;
- Agrees its employees are subject to no-contact orders and no trespass orders issued by WDT; and
- Agrees to cooperate with any investigation conducted by WDT.

Signed: _____ Date: _____

Reference:

Western Dakota Tech ("WDT") will not tolerate racism, discrimination, harassment, exploitation or victimization of students, school employees, non-employees or any person who is an invitee of WDT for any reason, including but not limited to race, color, ethnic background, national origin, pregnancy, marital status, religion, creed, age, sex, citizenship, political affiliation, mental and/or physical challenge, disability, sexual orientation, genetic information, gender identity, status as a veteran, or any other status protected under applicable federal, state or local law.

The full Policy 2015 – Harassment & Discrimination (<https://www.wdt.edu/about/policies-and-procedures/policy-2005-discrimination-and-harassment>) is available on the WDT website, along with other applicable governing policies.

Attachment C

Western Dakota Technical College – Personally Identifiable Information (PII) Policy Outside Contractor Agreement - Supplement

Contractor (name: _____) agrees as follows:

Personally, Identifiable Information (PII) Statement:

Contractor agrees to maintain confidentiality in its use of Personally Identifiable Information (PII) of students or employees. Contractor assumes any risk and liability related to inappropriate use or compromise of Personally Identifiable Information of Western Dakota Tech (WDT) students or employees.

Signature: _____ Date: _____

Reference:

Personally, Identifiable Information (PII) is defined as: Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, such as, indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media. (U.S. Department of Labor, www.dol.gov/general/pii)