

Invitation for Bids (IFB)

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Invitation for Bids (IFB)

A. Instructions to Bidders

A.1 Bid Notice

A.1.1 The Rural Transit Enterprises Coordinated, Inc., d/b/a RTEC, hereby gives notice that on behalf of the **Kentucky Public Transit Association (KPTA)** in a joint effort of Kentucky Public Transit Agencies, it will receive sealed bids to purchase the following:

0-73 units 3 ambulatory and 2 wheelchair Lowered floor mini-van

Mailing address: **RTEC
100 Main Street
Mt. Vernon, Kentucky 40456**

Note: **Mark "Sealed Vehicle Bid" on the outside of the package.**

Date and Time of Bid Opening: **Friday, June 30, 2023 @ 2:00 PM**

Include four (4) copies of written bids along with two (2) travel drive for uploading to web. All cost in association with preparing a bid will be solely the expense of the bidder and in no way charged to RTEC, KPTA, or its members.

A.1.2 At the time indicated in Section A.1.1, the bids will be publicly opened and read aloud at the following location:

Rural Transit Enterprises Coordinated, Inc., (RTEC)
100 East Main Street
Mt. Vernon, Kentucky (Rockcastle County)

RTEC/KPTA reserves the right to purchase vehicles or assign options to other agencies or to reject any or all bids. The sealed bids will be opened **Friday, June 30, 2023 @ 2:00 PM**. Bids must remain effective for 60 days or until an award is made.

The bid package procedures and specifications to which all bids must conform are available at www.kypublictransit.org/Resources.htm or Call RTEC at 606-256-9835 for bid package.

Bidders are informed that even if the phrase "or approved equal" is inadvertently omitted; it is implied after any brand name.

A.1.3 Bids must remain in effect for a period of 60 days or until an award is made. Contract prices must remain effective from the date of the contract bid award for RTEC/KPTA to make purchases or assign to other agencies for purchasing through **June 30, 2024** approved by KPTA, RTEC and the KYTC/Office of Transportation Delivery (OTD).

A.1.4 RTEC/KPTA Members hereby notifies all bidders that in consideration and award of a contract that minority or disadvantaged business enterprise will be afforded an opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, sex, creed, religion, color or national origin.

A.1.5 Geographical Preference

In regards to this Invitation for Bid (IFB) there is no Geographical Preference.

A.2 Intent of IFB

A.2.1 It is the intent of this IFB to require the bidder to deliver a complete vehicle of the type prescribed, ready for operation.

A.2.2 The vehicle and all parts shall be new, and in no case will used, reconditioned, or obsolete parts be accepted.

A.2.3 The specifications found in Section D of this IFB indicate **minimum** requirements unless otherwise indicated.

A.2.4 Unless otherwise indicated, all items requested in this IFB which are listed in the manufacturer's specification book as standard or optional equipment for the class of vehicle specified shall be factory installed and operative. All equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that.

A.2.5 Each vehicle shall conform to the requirements of the Kentucky Motor Vehicle Statutes.

A.2.6 Each vehicle shall comply with all applicable Federal Motor Vehicle Safety Standards (FMVSS).

A.2.7 The price quoted by the bidder shall include items of labor, materials, tools, equipment, and other costs necessary to fully complete the manufacturing and delivery of the vehicle pursuant to this IFB.

A.2.8 No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior written KYTC/OTD and KPTA /RTEC approval.

A.2.9 No bids will be accepted that propose or state conditions or contingencies, (i.e.) including the delivery date to follow "ARC" (after receipt of chassis).

A.3 Acceptance of Bids

The purchaser reserves the right to accept any bid or to reject any and all bids on such basis as purchaser deems to be in its best interest, subject to

applicable federal and state laws and regulation, which require the purchaser to award to the lowest responsive and responsible bidder. Awards shall be made only to responsible bidders that possess the potential ability to perform successfully under the terms and conditions of this procurement.

A.4 Small Business Clause

In regard to the arrangement of the solicitation, times for the bid opening, delivery schedules, etc. These will be made in a manner to facilitate participation by Small Business Concerns. The definition, size standards, and average gross receipts of Small Businesses are found in 13 CFR Part 121.

NOTE: For access to specific sections of CODE OF FEDERAL REGULATIONS 13-CFR 121

(a) SBA's size standards define whether a business entity is small and, thus, eligible for Government programs and preferences reserved for "small business" concerns. Size standards have been established for types of economic activity, or industry, generally under the North American Industry Classification System (NAICS).

(b) NAICS is described in the North American Industry Classification Manual-United States, which is available from the National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; by calling 1(800) 553-6847 or 1(703) 605-6000; or via the Internet at <http://www.ntis.gov/products/naics.aspx>. The manual includes definitions for each industry, tables showing relationships between 1997 NAICS and 1987 SICs, and a comprehensive index. NAICS assigns codes to all economic activity within twenty broad sectors. Section 121.201 provides a full table of small business size standards matched to the U.S. NAICS industry codes. A full table matching a size standard with each NAICS Industry or U.S. Industry code is also published annually by SBA in the FEDERAL REGISTER.

[65 FR 30840, May 15, 2000, as amended at 67 FR 52602, Aug. 13, 2002; 74 FR 46313, Sept. 9, 2009]

A.4.1 Contractual Obligation of Bidder

Each proposal by the bidder shall be submitted with the understanding that the bid must be effective to June 30, 2024 approved by KPTA, RTEC and the KYTC/Office of Transportation Delivery (OTD) for one year. Following the bid opening, the acceptance in writing by the purchaser shall constitute a contract between the bidder and the purchaser which shall bind the bidder to furnish and deliver at the awarded price in accordance with the conditions of said accepted bid, and the bidder shall accept orders from this contract through June 30, 2024. It is understood that an increase of chassis price will occur when the year/model changes during this contract and it is the responsibility of the winning bidder to present a copy of the manufacturer's invoice to pass along this cost to the purchaser.

A.4.2 Indemnification

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Kentucky Transportation Cabinet in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Kentucky Transportation Cabinet, the Kentucky Transportation Cabinet is not a party to this

contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- A.4.3 All changes to this contract is subject to the prior approval of the Kentucky Transportation Cabinet.
- A.4.4 This agreement shall be in accordance with the laws of the Commonwealth of Kentucky, Federal law, and rules of the Federal Transit Administration.
- A.4.5 The Kentucky Transportation Cabinet (KYTC) and the Federal Transit Administration (FTA) has access to all records pertaining to this bid.
- A.4.6 When submitting a purchase order to the bidder, the purchaser must also submit written approval from the KYTC/Office of Transportation Delivery to purchase from the bid.
- A.4.7 **Veterans Clause** - Contractors working on a capital project funded using such Federal Financial Assistance must give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

A.5 Clarifications, Exceptions, Approved Equals, and Protests:

No bidder's conference will be held. A minimum of Ten (10) days before the bid opening, all potential-bidders may request the purchaser to give clarification, exceptions, of approved equals for portions of the specification by sending an email to rtec@kih.net or fax to 606-256-4319. Written response or notice of any changes will be posted on the website of KPTA at <http://www.kypublictransit.org/Resources.htm> no less than Five (5) days prior to bid opening to all potential bidders. The bidder must comply with all specified items or his bid will be considered non-responsive. No exceptions to the specifications will be allowed after the bid opening.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a 'brand name or equal' description may be used as a means to define the performance or other salient characteristics of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated."

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the "Appeal Procedures" (See Attachment A).

- A.5.1 **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of KPTA/RTEC KPTA Committee. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the KPTA Committee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the KPTA Committee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by KPTA/RTEC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the KPTA/RTEC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the KPTA/RTEC is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KPTA/RTEC, shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

A.6 Summary of items to be supplied with Bid

The following items are to be furnished by the bidder as part of his/her bid. Failure to submit any of these items may lead to disqualification of the bid.

- A.6.1 Bid Proposal form as well as all certifications and attachments (See Sections C, D & Appendix).
- A.6.2 Description of vehicle and equipment including manufacturer's model name and/or number. Equipment to be described shall include the wheelchair lift, wheelchair ramp, air conditioner, flip-up seat, and

wheelchair securement system, if the items are requested. Samples of floor covering and seat material are to be submitted with bid.

- A.6.3 Proposed interior floor plan, showing detailed dimensions including location of wheelchair securement system, if this item is required.
- A.6.4 Description of the warranties the bidder proposes to furnish for the vehicle and for required ancillary equipment, including a listing of sites where warranty work will be performed; (See Section B.4).
- A.6.5 The locations of the nearest depot that will furnish complete supply of parts and components for the repair and maintenance of the vehicle to be supplied.
- A.6.6 Highway and city miles per gallon.
- A.6.7 Useful life for the vehicle in miles and salvage value at the end of useful life.
- A.6.8 If publications or other information are supplied by the bidder to respond to a requirement, the material must include specific reference to the appropriate section of this IFB. Non-reference information will not be considered part of the bid proposal.
- A.6.9 Identification of the specific location of the place of assembly in the case of a bus or the place of conversion in the case of a converted van. If the location changes, the bidder must notify the purchaser.
- A.6.10 PRE-AWARD Documentation regarding the specific vehicle must be included to assure compliance with the Buy American Certification, listing both the Chassis Manufacturer and Conversion Company:
 - (1) Component and subcomponent parts to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - (2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly.
- A.6.11 ADA Guidelines
This project must be in compliance with the Americans with Disabilities Guidelines (ADAAG) and the Transportation ADA regulations, 49 CFR Part 37.

A.7 Summary of items to be provided upon Delivery

The following items must be furnished by the successful bidder upon delivery of the vehicle to the designated purchasers location.

- A.7.1 All warranty verification voucher's certificates or coupons.

- A.7.2 Operator's manual for vehicle and all add-on equipment.
- A.7.3 Drawings showing wiring schematics of auxiliary circuits, which would not be included in the standard vehicle maintenance manual.
- A.7.4 A minimum of 10 gallons of fuel in each vehicle.
- A.7.5 Protection of 20 degrees F below zero with permanent type antifreeze.
- A.7.6 Assurance of compliance with manufacturer's pre-delivery service
- A.7.7 A vehicle(s) that is clean, lubricated, serviced and ready for immediate service.
- A.7.8 Any maintenance and inspection schedules for the basic vehicle and its subsystems and any add-on equipment will be provided upon delivery if these schedules are available to the bidder.
- A.7.9 POST-DELIVERY Documentation regarding the specific vehicle must be included to assure compliance with the Buy America Certification, listing both the Chassis Manufacturer and Conversion Company:
 - (1) Component and sub-component parts purchased identified by manufacturer of the parts, their country of origin and costs; and
 - (2) The location of the final assembly point for the rolling stock, including a description of the activities that took place at the final assembly point and the cost of final assembly.

B. General Provisions

B.1 On-Line Inspections

- B.1.1 On-Line Inspections - The purchaser, KPTA/RTEC and/or the Kentucky Transportation Cabinet (KYTC) on behalf of the purchaser and/or other designated agent of the purchaser reserves the right to inspect any vehicle produced by any manufacturer and intended for delivery to the purchaser under this contract. The inspection may be the place of the dealer. The vendor and/or KYTC/FTA personnel in the performance of this inspection can go on-site at any time. The inspection, if made, shall be for the purpose of assuring that the vehicle meets or exceeds the specifications. Any deficiencies identified must be rectified prior to delivery of the vehicle. An on-line inspection is required when 20 or more modified vehicles are purchased by a single purchaser for each vehicle type.

B.2 Delivery and Acceptance

- B.2.1 Delivery of the vehicle is to be completed within 120 days after receipt of acceptance of the bidder's offer by the purchaser. If the delivery is delayed

because of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier, or contractor, the time of completion of the delivery shall be extended upon written request for a time from the bidder.

The request for extension must include detailed justification of the length of the time extension. The delivery date will be delayed by a number of days agreed upon by the purchaser and the bidder. The purchase price of the vehicle will be **reduced by \$25 per day** for each day beyond the delivery deadline as liquidated damages if the bidder fails to give a written request for time extension prior to the delivery deadline or if the delay cannot be justified as being beyond the bidder's control.

- B.2.2 Vehicles delivered to the purchaser in a condition below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include interior and exterior of the vehicles for completeness and quality of workmanship, lubrication and fluid levels, mechanical operation of the vehicle and all electrical components.

If any vehicle is delivered incomplete, incorrect or contains any defective or damaged parts, the bidder shall, at his expenses, furnish and replace such parts as acceptable to the purchaser. Any delivered vehicle not conforming to this IFB will be rejected by the purchaser.

- B.2.3 Within ten (10) days after delivery, the purchaser will inspect the vehicle to determine if it is in acceptable operating condition. The purchaser will notify the bidder, in writing, within ten (10) days after delivery if the vehicle has or has not been "accepted". Failure of the purchaser to furnish to the bidder a written statement of acceptance or non-acceptance dated within ten (10) days after delivery shall be deemed to constitute acceptance of the vehicle. A written statement of conditioned acceptance or a written statement of non-acceptance will furnish details of the deficiencies.

The bidder shall promptly correct all defects and resubmit the vehicle for acceptance.

The purchaser will not be required to furnish space, labor or material to perform the bidder's responsibilities so as to permit acceptance of a vehicle in compliance with this IFB. The purchaser will accept or reject the resubmitted vehicle within ten (10) days from the date of resubmittal. Purchaser shall not place a vehicle into passenger service until after acceptance.

- B.2.4 In the event the bidder fails to comply with the written order of the purchaser to complete and/or repair the vehicle prior to acceptance and purchaser finds it necessary to perform any work on any vehicle which should have been done by the bidder within the intent of this IFB, the purchaser will be reimbursed as detailed in Section B.3.2. for all costs incidental thereto, including material, labor and overhead.

- B.2.5 All vehicle deliveries shall be coordinated with the purchaser. The bidder will contact the purchaser to agree upon a delivery schedule at least three

working days prior to delivery. Delivery shall be made during the purchaser's normal working hours.

B.3 Terms of Payment

- B.3.1 Contracts resulting from this bid shall be subject to a financial assistance contract between purchaser and the Kentucky Transportation Cabinet (KYTC) Office of Transportation Delivery (OTD) and the Federal Transit Administration (FTA). Contractor may request a copy of the purchaser's letter of approval from the OTD to accompany a purchase order.

The purchaser shall make full payment within thirty (30) days of acceptance of the vehicle(s).

- B.3.2 If the vehicle is not found to be totally acceptable and can be conditionally accepted ten (10) percent of the payment will be withheld until all items are corrected. All items must be corrected within thirty (30) days or the bidder will forfeit the ten (10) percent withholding or the actual costs of repair by the purchaser, whichever is less.
- B.3.3 If the vehicle is totally unacceptable, no payment will be made until deficiencies are corrected. If the deficiencies cannot be corrected on the purchaser's property, the bidder must remove the vehicle at his expense.
- B.3.4 Delivery and acceptance of the vehicle will not release the bidder from liability for a repair of faulty workmanship or materials found after final payment has been made.
- B.3.5 The bidder shall provide the purchaser proper forms to apply for Kentucky vehicle title and license, including the original Manufacturer's Statement of Origin, after the vehicle has been accepted.

B.4 Warranties

- B.4.1 The bidder has an obligation to ensure that the entire vehicle is covered by a warranty. The bidder shall make every effort to assure that all obligations defined under all warranties applicable to the vehicle or any subpart of the vehicle are fulfilled.
- B.4.2 The manufacturer's warranty shall be a minimum of 36,000 miles or three (3) years (whichever comes first) on the chassis and 75,000 miles or five (5) years on body construction. Add-on components shall be warranted 12,000 miles or one (1) year. If the vehicle body, chassis, or add-on component manufacturer's standard warranty exceeds these requirements, the standard warranty shall apply. All warranties shall provide, at a minimum, that all replacement parts and repairs (including labor) needed due to defects in material and workmanship will be furnished and installed promptly without charge. Warranties in the individual specifications prevail over this requirement.

- B.4.3 The warranty time period(s) shall begin on the date the vehicle is accepted by the purchaser.
- B.4.4 The bidder shall identify the name and location of the party that will perform warranty work for each warranty applicable to the vehicle.

If the bidder opts to have work for any of the warranties performed by a capable party to be selected at a later date by the purchaser, this should be indicated by the bidder as part of the bid in lieu of naming specific locations.

B.5 Termination

The purchaser may immediately terminate the contract resulting from this IFB for any of the following reasons:

B.5.1 Termination for Convenience

The purchaser may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.

B.5.2 Termination for Default

If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contracts, or if the contractor fails to comply with any other provisions of the contract, the purchaser may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchaser that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, the purchaser, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

B.5.3 Termination for Lack of Funds

The purchaser may terminate this contract, or any part of it, because of non-availability to the purchaser of funds required under the terms of this contract, by serving notice of termination upon the contractor. In such event, the contractor shall be paid, from available funds, in accordance with the provisions of B.5.1, above.

C. Bid Forms

The following items are to be completed and furnished by the bidder as part of his/her bid. Failure to submit any of these items may lead to disqualification of the bid.

C.1 Bid Proposal Form

C.2 Federal Model Clauses (attached)

C.3 Disadvantaged/Women's Business Enterprise Certification (TVM)

C.4 Required Submittals (attached)

Pre-award Buy America (for both the Chassis & Conversion Company)
Pre-award Purchaser's Requirements Certification including three references

FMVSS Certification (signed form and on letterhead) including backup documentation, Altoona testing

Note: These certifications are required at both stages of the award, both pre-award and post delivery.

D. Technical Specifications