

**Invitation for Bids (IFB)
Bid Number 2014-08**

**Seat Covers and Installation
For four (4) 40-Passenger Gillig Buses**

**For
Community Action of Southern Kentucky
dba
GO bg transit**

Invitation for Bids (IFB)

Contents

A. INSTRUCTIONS TO BIDDERS	3-7
A.1. BID NOTICE	3
A.2. INTENT OF IFB	4
A.3. PRE-BID MEETING.....	4
A.4. FEDERAL MODEL CLAUSE.....	4
A.5. ACCEPTANCE OF BIDS	4
A.6. CONTRACTUAL OBLIGATION OF BIDDER	5
A.7. CLARIFICATIONS AND PROTESTS	5
A.8. INDEMNIFICATION.....	6
A.9. NON-DISCRIMINATION ASSURANCE.....	6
A.10. DISABILITIES ACT.....	6
A.11. SUMMARY OF ITEMS TO BE SUPPLIED WITH BID	6
A.12. DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND SMALL BUSINESS.....	7
A.13. TERMS OF PAYMENT	7
B. WARRANTIES	7
C. TERMINATION	8
C.1. TERMINATION FOR CONVENIENCE	8
C.2. TERMINATION FOR DEFAULT	8
D. BID PROPOSAL FORM	9
D.1. OPPORTUNITY BID LIST	10,11
D.2. NOTICE.....	12
D.3. REQUIRED FORMS AND CERTIFICATIONS	13
D.4. FEDERAL NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY	14
SPECIFICATIONS FOR SEAT COVERS AND/OR INSTALLATION FOR FOUR (4) FOR 40-PASSENGER GILLIG FULL SIZE TRANSIT BUSES	15
TITLE VI STATEMENT:	16-17
FEDERAL MODEL CLAUSES (Link)	18

Invitation for Bid (IFB)

A. Instructions to Bidders

A.1 *Bid Notice*

The purchaser, namely Community Action of Southern Kentucky dba GO bg transit hereby gives notice that it will receive sealed bids for Seat Covers and Installation of Replacement Seat Covers for Four (4) 40-Passenger Gillig Transit Buses.

Mailing address: Community Action of Southern Kentucky
Purchasing Department, Attn: Chris Douglas
P.O. Box 90014
Bowling Green KY 42102-9014

Please mark lower left corner of envelope “**BID 2014-08 July 2, 2014 @ 2:30 p.m.**”

Date and Time of Bid Opening: July 2, 2014 @ 2:30 pm Central Standard Time.

At the time indicated above, the bids will be publicly opened and read at the following location:

Community Action of Southern Kentucky
921 Beauty Avenue
Bowling Green KY 42102-9014
(Warren County KY)

(U.S. Mail is received at the P.O. Box **ONLY**)

Bids must remain effective for a period of twelve (12) months from the bid opening date to allow additional purchases.

This invitation to bid is subject to a financial Assistance Contract between the City of Bowling Green (BG), KYTC/OTD, and the FTA/USDOT.

In regard to the arrangement of the solicitation, time for the bid opening, delivery schedules, etc., they 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;

Authorized representatives of the Kentucky Transportation Cabinet/Office of Transportation Delivery (KYTC/OTD) have the right to visit the site at intervals to protect the State and Federal interest and determine compliance with State and Federal regulations;

During the installation process, people using wheelchairs must have access to shelters.

A Bid Proposal Form and Bid Form (copies included in bid packet) must be executed and made a part of the bid package;

A.2 Intent of IFB

It is the intent of this IFB to require the bidder to provide pricing for Seat Covers and Installation of Replacement Seat Covers for Four (4) 40-Passenger Gillig Transit Buses.

No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior review and written approval from the KYTC/OTD and Community Action of Southern Kentucky (CASK);

Bid price shall be bottom line cost. Please include picture brochure and warranty information with your bid. If you have questions regarding these specifications, please contact Chris Douglas, Facilities Manager and Purchasing Officer at 270-782-3162, ext. 245

A.3 Pre-Bid Meeting

A pre-bid meeting will not be held.

A.4 Federal Model Clauses

The Federal Model Clauses must be included in the bid response packet and signed in pertinent sections by Bidders. The Federal Model Clauses may be obtained at: http://transportation.ky.gov/transportation-delivery/grant_documentation/federal_model_clauses.doc.

A.5 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.

Community Action of Southern Kentucky will award the bid based on lowest prices and/or best evaluated bid. Factors such as materials, durability and delivery time factors will be taken into consideration. Priority will be given to Department of Transportation certified disadvantaged business enterprise (DBE) vendors. All bids, submissions, products and services delivered must comply with and meet all requirements of Department of Transportation (DOT), Federal Transit Administration (FTA), and National Fire Protection Association (NFPA) All included

certificates and assurances must be completed and signed or bid will be considered unresponsive. Our agency is a tax-exempt, public, non-profit corporation. We are eligible for GSA pricing. Awards shall be made only to responsive and responsible bidders that possess the potential ability to perform successfully under the terms and conditions of this procurement.

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 50) 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.6 Contractual Obligation of Bidder

Each proposal by the bidder shall be submitted with the understanding that within ninety (90) days of 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 bid price in accordance with the conditions of said accepted proposal. Unless extended by the bidder, in writing, prior to the expiration of the ninety- (90) day period, the bid expires and no award may be made there under. All bid documents will be incorporated into the bid contract.

A.7 Clarifications and Protests:

If a brand name is used within this IFB for purpose of description of desired product or function, and the phrase “or approved equal” is inadvertently omitted, it is implied after any brand name that may appear in this IFB.

A minimum of fifteen (15) days before the bid opening, all potential-bidders may request the purchaser to give clarification for portions of the specifications. Written notice of any changes and/or updates will be posted on the purchaser’s website at www.casoky/transportation and sent via U.S. Mail no less than ten (10) days prior to bid opening to all potential bidders. The bidder must comply with all specified items or the bid will be considered non-responsive. No exceptions to the specifications will be allowed after the bid opening.

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the Appeal Procedures in Federal Model Clauses. (<http://transportation.ky.gov/transportation-delivery/grant-documentation/federal-model-clauses.doc>)

A.8 Indemnification

The successful bidder covenants to save, defend, keep harmless, and indemnify Community Action of Southern Kentucky (CASK), KYTC/OTD and all of their officers, departments, agencies agents, and employees from and against all claims, lost damage, injury, fine penalties, and cost – including court costs and attorney’s fees, charges, liability, and exposure, however caused – resulting from, arising out of, or in any way connected with the bidder’s negligent or willfully negligent performance or nonperformance of the terms of the contract;

A.9 Non-Discrimination Assurance

Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 50) 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.10 Disabilities Act

This project must be in compliance with the American with Disabilities Act Accessibility Guidelines (ADAAG) and the Transportation ADA Regulations, 49 CFR Part 37.

A.11 Summary of items to be supplied with Bid

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

Proposal by bidder for Seat Covers and/or installation shall include the following:

1. Description of Seat Covers that must meet the requirements set forth by Community Action of Southern Kentucky in the specifications.
2. Returned parts policy.
3. Copies of the manufacturer’s warranties on all materials that may apply.
4. Copies of Warranty(s) on Installation, Service and Vendor Provided Components as applicable to your bid response.

5. Federal Model Clauses with signatures. This document is available at: http://transportation.ky.gov/transportation-delivery/grant_documentation/federal_model_clauses.doc
6. Contact name and telephone number for continued technical support and Warranty Problems.

A.12 Disadvantaged Business Enterprises (DBE) and Small Businesses

This Bid Package is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

A.13 Terms of Payment

Contracts resulting from this bid shall be subject to completion of delivery. The purchaser will make payment within the guidelines of a payment schedule proposed by the Bidder and agreed upon by both parties.

Delivery of the Seat Covers and/or installation of same will not release the bidder(s) from liability for any repair of faulty workmanship or materials found after final payment has been made.

B. Warranties

The Bidder must provide copy(s) of warranties and information on support for the materials to which warranties apply. The proposed support and associated costs will be taken into consideration in the award of a contract. Any standard warranty shall apply.

All warranties shall provide, at a minimum, that all replacement materials and repairs (including labor) needed due to defects in material or workmanship will be furnished and installed promptly without charge. The warranty time period(s) for the Seat Covers shall begin on the date Installation is complete.

C. Termination

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

C.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 closeout 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.

C.2 Termination for Default

If the contractor does not deliver the Seat Covers, and/or complete the Installation of same in accordance with the contract delivery schedule(s), or, if 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.

If the purchaser later determines that the contractor had an excusable reason for not performing, such as a strike, fire, flood, or 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.

**D. BID PROPOSAL FORM – Seat Covers Systems and/or Installation
Bid # 2014-08**

To: Community Action of Southern Kentucky
P.O. Box 90014 Bowling Green Kentucky 42102-9014

In compliance with your Invitation for Bids (IFB), of which this Bid Proposal Form is a part, for solicitation of bids to be opened on July 2, 2014 @ 2:30 PM, the undersigned proposes to furnish all labor, equipment, and materials as listed below and perform all work for furnishing same in accordance with the above-referenced IFB:

The undersigned acknowledges receipt of the following addenda to the IFB:

Addendum No. _____, dated _____
Addendum No. _____, dated _____

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder, partner, or officer or employee of the bidding corporation having authority to sign on its behalf;
2. That the bid(s) covering the above-mentioned IFB has been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the IFB, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the opening of the bid or bids.
4. That the bidder is legally entitled to enter into the contracts in the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 and 164.390, and;
5. That I have fully informed myself regarding the accuracy of the statements made above.

BID OPPORTUNITY LIST
Please complete and mail to:
Community Action of Southern Kentucky
P.O. Box 90014
Bowling Green, KY 42101

D.1

Bid# 2014-08

Seat Covers and/or Installation of Replacement Seat Covers and Four
 (4) 40-Passenger Gillig Transit Buses

Date: _____

Prime Contractor/Consultant: _____ Mailing Address: _____ Physical Address: _____ Telephone Number: _____ Fax Number: _____ Quote/Bid submitted MM/YR: _____ Primary Business Function: _____ Bidding or providing Quote on: _____

Note: Under the authority of the Department of Transportation we are required to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating or attempting to participate on DOT assisted contracts. The list must include all firms that bid on prime contracts, or bids or quote subcontracts and material supplies on DOT assisted projects, including both DBE's and non-DBE's. For consulting companies this list must include all sub consultants contracting you and express an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1,2,3 and 4 and should also provide any information they have available on Numbers 5,6,7 and 8 for themselves, and their subcontractors and sub consultants.

- | | | |
|--|--|---|
| <p>1. Federal Tax ID Number: _____</p> <p>2. Firm Name: _____</p> <p>3. Phone: _____</p> <p>4. Address: _____

 _____</p> <p>5. Year Firm Established: _____</p> | <p>Mark one</p> <p>6. <input type="checkbox"/> DBE</p> <p><input type="checkbox"/> Non_DBE</p> | <p>Mark One</p> <p>8. Annual Gross receipts</p> <p><input type="checkbox"/> Less than \$1 Million</p> <p><input type="checkbox"/> Between \$1-\$5 Million</p> <p><input type="checkbox"/> Between \$5-\$10 Million</p> <p><input type="checkbox"/> Between \$10-\$15 Million</p> <p><input type="checkbox"/> More than \$15 Million</p> |
|--|--|---|

Authorized Signature _____

D.1 (continued)

Bid# 2014-08

Seat Covers and/or Installation of Replacement Seat Covers and Four
(4) 40-Passenger Gillig Transit Buses

Prices are guaranteed through: _____

We can meet all specifications: ____ Yes ____ No (Attach exceptions to specifications to
your bid documents)

Estimated delivery time from date order is placed: _____

Estimated completion of Installation from date of notice to proceed: _____

**Please attach references of two or more transit agencies including contact name,
address and telephone number, who have purchased Seat Covers and/or Installation of
Replacement Seat Covers and Four (4) 40-Passenger Gillig Transit Buses from your
company.**

***Include pricing information sheets/brochures/warranty information on Seat Covers
and/or Installation of Replacement Seat Covers and Four (4) 40-Passenger Gillig
Transit Buses.**

D.2 NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrain, tend to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall be, upon conviction, fined not less than ten thousand dollars nor more than twenty thousand dollars.

Name of Individual, Partnership, or Corporation

Address

Authorized Person (Print or Type)	Authorized Signature
-----------------------------------	----------------------

Title of Authorized Person	Date
----------------------------	------

Contracting Officer (Print or Type)	Authorized Signature
-------------------------------------	----------------------

Title of Contracting Officer	Date of Award
------------------------------	---------------

D.3 Required Forms and Certifications

- ***Required Forms and Certifications-*** The proposer must indicate its compliance with certain Federal and state executive orders, laws, statues, and regulations to be considered for award:
- Acknowledgement of Receipt of Addenda (submit whether or not any addenda are issued).
- Vendor Affidavit Form (Non-Delinquency of Personal Property Taxes, Non-Discrimination and Equal Employment Opportunity; and Non-Collusion)
- Disadvantaged Business Enterprise Certification
- Debarment Certification
- Declaration Regarding Material Assistance/No Assistance To A Terrorist Organization
- Bid Proposal Form
- D.1 - Bid Form
- D.2 - Notice
- D.4 - Federal Nondiscrimination and Equal Employment Opportunity
- Pg.18 - Federal Model Clauses

D.4 Federal Nondiscrimination and Equal Employment Opportunity

During the performance of this contract the contractor, for itself, its assigned and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transportation Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Recipient, or the Federal Transportation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transportation Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directive issues pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Federal Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Company

Phone

Authorized Signature

Date

Community Action of Southern Kentucky dba GO bg transit

Specifications for Seat Covers and/or Installation

Descriptions:

This bid is for seat cover purchase and/or installation of seat covers on existing seats for four (4) 40- passenger Gillig full size transit buses. Price per piece for additional replacement seat covers to match ones purchased is to be provided in quantities of 10, 20, 30, and 40 seat covers with no installation.

Please note in your bid packet any exceptions to specifications listed below and include any information you wish considered during the bid evaluation process.

Seat Covers - Purchase

Please provide a total bid for 160 Seat covers, with additional pricing for quantities of 10, 20, 30 or 40 additional seat covers. Seat Covers must be made of a commercial grade vinyl, or other easy clean sealed material designed for Public Transit Bus seats. Please include sample of proposed material, and list of colors available with bid package. Material Manufacturers model numbers and names must be included. All seats must conform to OEM requirements when install is complete. No tears, wrinkles, open seams or gaps are to be visible. Please provide names, contact information and references for 3 companies for which bidder has provided seat covers of same or equivalent materials.

All materials must comply with and meet all requirements of Department of Transportation (DOT), Federal Transit Administration (FTA), National Fire Protection Association (NFPA) Federal Motor Carriers Safety Administration (FMSCA), State and local codes with installation methods and materials provided. Seats must continue to meet all ADA guidelines after work is complete.

Seat Covers - Installation:

Please provide a total bid for Installation of 160 Seat Covers. Please provide names of 3 companies with references for which bidder has completed similar work. If subcontracting the installation to another company please provide names of 3 companies with references for which the sub-contractor has completed similar work. Vendor Installation and materials must comply with and meet all requirements of Department of Transportation (DOT), Federal Transit Administration (FTA), National Fire Protection Association (NFPA) Federal Motor Carriers Safety Administration (FMSCA), State and local codes with installation methods and materials provided.



GO bg transit Bowling Green KY **Title VI**

(a) Number and proportion of persons served in eligible service population

Public Transit is anonymous; therefore, specific numbers cannot be derived from ridership reports.

(b) Frequency of LEP individuals coming in contact with the program (transit).

- We work closely with staff at the Bowling Green International Center to arrange transit for new LEP persons attending language classes at their facility. Drivers assist the student-passengers by remembering which stop they boarded at, helping them to transfer to the correct route to access the International Center, and transfer back to the correct route to get to their origin stop.
- We have video PSA running on local television, Insight Cable.
- We make routine delivery of schedules to Title VI neighborhood businesses, Western Kentucky University, Western Kentucky University International Student Center and the Bowling Green International Center.
- Schedules are printed in English and Spanish.
- Schedules in English and Spanish are on transit website (www.casoky.org)
- Ran transit ad in Spanish on local radio station with Spanish-language programming.
- In the fall of 2006, improved service to largely Hispanic neighborhood was achieved by redesign of route system.
- Working with caregivers and family members to help evaluate LEP clients for ADA Paratransit services.

(c) Nature and importance of the program provided (transit).

- Transportation is vital to individuals, removing a barrier so persons may access jobs, education, medical care, shopping, recreation, and other desired destinations. ADA complementary paratransit operated in conjunction with the point-deviation fixed routes provides equal access to transportation to all individuals in the service area.

(d) Resources available to LEP individuals, and cost.

- GO bg transit, the public transportation system in Bowling Green provides five point-deviation fixed routes, ADA complementary paratransit service, demand response and shuttles.
- See attached Schedule for costs, discounts and information.

(e) Steps taken to provide access to LEP persons, including persons unable to read.

- Guest speaking at International Center to classes learning English as a second language
- Escorting the instructor/translator and students on free ride, using the route system.
- Requested International Center to create 'flash cards' of common desired destinations for their students to present to driver, until able to speak desired destination.
- Ongoing program with Family Resource & Youth Service Centers who purchase passes to distribute to students and parents to access transportation for needed services.

Link to obtain required Federal Model Clauses

[http://transportation.ky.gov/transportation-delivery/grant documentation/federal model clauses.doc](http://transportation.ky.gov/transportation-delivery/grant%20documentation/federal%20model%20clauses.doc)