

**Invitation for Bids (IFB)
Bid Number 2014-10**

**Invitation for Bids for Graphic Removal, Body
Work and Painting
For Four (4)
Gillig Full Size Transit Buses**

**For
Community Action of Southern Kentucky dba**

GO bg transit

Invitation for Bids (IFB)

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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 Graphic Removal, Body Work and Painting for Four (4) Full-size Gillig Transit Buses.

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

Please mark lower left corner of envelope “**BID # 2014-10, August 9, 2014, 2:00 p.m.**”

Date and Time of Bid Opening: August 9, 2014, 2:00 p.m. 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.

A.2 *Intent of IFB*

It is the intent of this IFB to require the bidder to provide pricing for Graphics Removal, Body Work and Painting for four (4) Full-size 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 written approval from the Kentucky Transportation Cabinet, Office of Transportation Delivery (KYTC, OTD) and Community Action of Southern Kentucky.

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 and Purchasing Manager at 270-782-3162, ext. 245

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.

Community Action of Southern Kentucky will award the bid based on the lowest responsive or responsible bidder that meets all bid specifications listed in the IFB. Factors such as Paint Rating, Warranty, Durability, Materials, Price, Delivery Time Factor, and DBE Vendor 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). 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 responsible bidders that possess the potential ability to perform successfully under the terms and conditions of this procurement.

A.4 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.5 Clarifications and Protests:

Brand name or approved equal must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation. Even if the phrase “or approved equal” is inadvertently omitted, it is implied after any brand name.

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

A.6 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 Graphic Removal, Body Work and Painting for Four (4) Gillig Full Size Transit Buses shall include the following:

1. Description of Paint, Primer, Sealer, Clear Coat and any other materials that must meet the requirements set forth by Community Action of Southern Kentucky in the specifications.
2. Location work is to be completed at, and list of any subcontractors involved.
3. Copies of the manufacturer's warranties on all materials that may apply
4. Federal Model Clauses with signatures. This document is available at: [http://transportation.ky.gov/transportation-delivery/grantdocumentation/federal model clauses.doc](http://transportation.ky.gov/transportation-delivery/grantdocumentation/federal%20model%20clauses.doc)
5. Contact name and telephone number for continued technical support and Warranty Problems.

A.7 Terms of Payment

Contracts resulting from this bid shall be subject to completion of stated 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 Graphic Removal, Body Work and Painting 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 removal, body work and painting shall begin on the date work is complete on each task.

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 Graphics Removal, Body Work, and Painting, 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. Indemnification

To the fullest extent permitted by law, the awarded Bidder shall indemnify and hold harmless the Purchaser and KYTC/OTD from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the vendor provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury or to destruction of tangible property but only to the extent caused by the negligent acts or omissions of the awarded Bidder and a Sub-Bidder, anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.

E. Disadvantaged Business Enterprises (DBE) and Small Businesses

This IFB is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Purchaser 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 national origin, age, disability or veteran status. 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 Businesses Concerns. The definition, size standards, and average gross receipts of Small Businesses are found in 13 CFR Part 121.

F. Equal Opportunity/Affirmative Action Employer/Drug Free Work Place

Community Action of Southern Kentucky is an equal opportunity/affirmative action employer and is a Drug Free Work Place.

G. Liquidated Damages

As actual damages for any delays in completion are impossible to determine, the awarded Bidder, and his surety shall be liable for, and pay to the Purchaser in accordance with the General Conditions of the aggregate sum of \$500.00 as fixed and agreed liquidated damages for each calendar day of delay until the contract work is substantially completed and accepted. Liquidated damages for final completion will be \$25.00 per calendar day. The Purchaser shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contract work, or to sue and recover compensation for damages for failure to substantially complete the work, within the time stipulated here. Said liquidated damages shall cease to accrue from date of substantial completion.

H. Access to Site

KYTC/OTD personnel have the right to go on site for an inspection for the work being completed at any time during the contract period.

I. Access to Records

KYTC/OTD personnel or their authorized representatives may have access to any books, documents, papers and records of the awarded Bidder which are directly pertinent to this contract for the purpose of making audits, examination, excerpts and transcriptions and have the right to inspect/audit to grant records at any time during grant period.

J. Assignability

No part of the agreement can be significantly changed without prior approval of KYTC/OTD.

K. Dispute Resolution

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim," also includes other disputes and matters in question between the Purchaser and the awarded Bidder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the claim.

L. BID PROPOSAL FORM – Graphic Removal, Body Work and Painting
Bid # 2014-10

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 August 9, 2014, 2:00 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

L.1
Bid# 2014-10 **Graphic Removal, Body Work and Painting**

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. ___ DBE</p> <p> ___ Non_DBE</p> | <p>Mark One</p> <p>8. Annual Gross receipts</p> <p> ___ Less than \$1 Million</p> <p> ___ Between \$1-\$5 Million</p> <p> ___ Between \$5-\$10 Million</p> <p> ___ Between \$10-\$15 Million</p> <p> ___ More than \$15 Million</p> |
|---|---|---|

Authorized Signature _____

L.1 (continued)

Bid # 2014-10

Graphic Removal, Body Work and Painting

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 Graphic Removal, Body Work and Painting from your company.

***Include pricing information sheets/brochures/warranty information on Graphic Removal, Body Work and Painting.**

L.2 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:

- The attached Bid Opportunity List must be completed, signed and returned with and as part of your bid.
- .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

L.3 DISADVANTAGED/WOMEN'S BUSINESS ENTERPRISE CERTIFICATION

The bidder, if a transit vehicle manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR Section 23.67 by submitting an annual DBE/WBE goal to the Federal Transportation Administration (FTA). The goal has either been approved or not disapproved by FTA.

The bidder, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicles to be supplied has complied with the above-referenced requirements of 49 CFR Section 23.67.

If this bid is for items other than a transit vehicle(s), bidder may respond "Not Applicable" to this page.

Signature: _____

Title: _____

Date: _____

L.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 or 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 Graphics Removal, Body Work, and Painting for four (4) Gillig Full Size Transit Buses

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

Descriptions:

This bid is for Graphics Removal, Body Work, and Painting (white) for a total of four (4) Gillig 40 foot, low-floor Gillig Transit Buses

Workmanship Quality

All existing graphics, stickers, logos, and other markings applied by anyone other than Gillig Bus Company logos are to be removed. All areas are to be properly prepped, sanded, sealed, and all body damage is to be repaired before paint is applied. Paint is to be even with no overspray, or bleed over onto other areas. All window, door, electronic signs and access panel seals are to be clean and paint free. Finished product should be free of swirls, scratches, discolorations, exposed sealant, exposed primer or missing paint. All components working when bus is delivered should be working when bus is received back from vendor.

Sealants

Any loose, damaged, or missing sealant originally provided by Gillig Bus Company is to be removed and replaced with OEM approved sealant.

Wheels

All wheels are aluminum and should be removed, cleaned and polished with aluminum sealer applied to wheel surfaces.

Materials and Coatings Description

Primer, Paint, Sealer, and Clear Coat must be of a commercial grade, designed for use on exterior surfaces of Full Size Commercial City Transit Buses to be used in Bowling Green Kentucky area. Paint, Primer, Sealer, and Clear Coat Manufacturers model numbers and color names must be included. All Materials and Coatings used must conform to OEM requirements when install is complete. Gillig Bus Company OEM Code White Paint Color is to be used.

Coatings must meet OEM vehicle manufacturer's requirements; operating conditions for the application -- as demonstrated by continued use at other transit properties across the country.

Inspection/Delivery Time

Gillig buses are available for inspection at 921 Beauty Avenue, Bowling Green, KY 42101. Contact Camelle Zapata 270-782-3162, ext. 303 to set appointment to inspect the Gilligs. Buses will be made available to vendor at agreed upon time for period of time agreed upon in bid documents for work to be completed.

References

Please provide names of 3 companies with references for which the bidder has completed similar work.



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 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 Seven Languages
- Work with
- Ran transit ad n 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 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)