



MENIFEE COUNTY BOARD OF EDUCATION
202 BACK STREET
FRENCHBURG KY 40322
Finance Department (606) 768-8015
www.menifee.k12.kv.us

*** * * INVITATION TO BID * * ***

BID REFERENCE: FLEET-2017-05
BID POSTING DATE: May 22, 2017
BID OPENING DATE: June 7, 2017 bid opening at 2:00pm
CONTRACT AWARD DATE: June 16, 2017

ITEMS: 1 - 2017 Dodge Grand Caravan

The Menifee County Board of Education, herein after referred to as the District, invites you to submit a sealed bid for 1- 2017 Dodge Grand Caravan, herein after referred to as minivan, in accordance with the general conditions and detailed specifications of this bid. Bids must be received at the District office located at P.O. Box 110, 202 Back Street, Frenchburg, KY 40322, no later than the specified bid opening date and time. The public notice for this invitation, the invitation itself, and any addenda can be viewed, downloaded, or printed from the Internet at www.menifee.kyschools.us beginning on the bid posting date shown above until the bid opening date shown above.

TERMS AND CONDITIONS

- 1. TIME AND PLACE OF BID OPENING:** Bids will be opened at the District office located at 202 Back Street, Frenchburg, KY 40322 at the Bid Opening Date specified above. All sealed bids must be received by the date and time designated and none will be considered thereafter and clearly marked **FLEET-2017-05** on the outside of the envelope. Failure to have bid in prior to the date and time designated for the bid opening will automatically prevent the reading of your bid and such bids will be returned to the bidder. The District cannot assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time. At the specified time, all bids will be opened and the name of each bidder will be read aloud. Any interested parties may attend. No immediate decision will be rendered concerning the bids submitted. **Faxed submissions will NOT be accepted.**
- 2. BID TABULATION:** Tabulations will be made by District staff and each responding bidder will be mailed a formal tabulation after the District or its designee has taken official action.
- 3. CLARIFICATION:** For clarification or additional information relative to this Invitation contact the District at lorri.bartley@menifee.kyschools.us or phone (606) 768-8015.
- 4. GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS:** These General Conditions and Instructions apply to all bids submitted, except to the extent they may be modified by the bid offered. Any deviations or exceptions are to be explained as a part of the bid offer.

5. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST:

By my signature on the bid certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040: I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation).

The costs quoted in the bid response are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.

The contents of the bid or bids have not been communicated by the bidder, or its employees, or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not be communicated to any such person prior to the official opening of the bid or bids. Bidder certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The District collective bidding process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code and that the contents of the bid response and the actions taken by the bidder in preparing and submitting the bid response are in compliance with above sections of the Model Procurement Code.

The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of the District, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

6. CERTIFICATION REGARDING LOBBYING: The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. **CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:** I certify on behalf of myself, the company and its key employees that I, the company, or its key employees have not been proposed for debarment, debarred, or suspended by the District, the Commonwealth of Kentucky, or any Federal Agency and are not listed on the Excluded Parties List System provided by the United States Government General Services Administration at www.epls.gov.
8. **BID FORMS:** Bidders must obtain the official bid documentation including the bid certification from the bid packet or the District website. Bidder shall complete the sheet for each make/model of minivan they wish to bid. Bidder must include the following information for each make/model bid:
 - a. Bidder Name – name of your dealership;
 - b. Complete vehicle unit cost – includes all features requested;
 - c. Unit is – answer "Yes or No" for each: In Stock or Can be Located;
 - d. Complete the warranty information requested for all applicable warranties including but not limited to: Bumper to Bumper basic warranty, Powertrain warranty, and Engine warranty. Include copies of the warranty in your bid packet for each minivan you bid;
 - e. List any deviation from the features required on each minivan (if you are unable to provide a specific option, etc.) on company letterhead and include it in your bid packet; and
 - f. Resident Bidder Status certification if applicable.
 - g. The completed Bid Certification and Vehicle Specification document must be returned in your sealed Bid Packet. By executing the Bid Certification, the bidder acknowledges that he has read this invitation, understands it, and agrees to bind by its terms and conditions.
9. **CORRECTION OF MISTAKES:** Bidders are cautioned to re-check their bid for possible errors. No bid can be corrected, altered, or signed after being opened. All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Errors discovered after public opening cannot be corrected and bidder will be required to accept award if offered.
10. **ERROR IN BID:** No bid will be altered, or amended after the specified time and date set for the bid opening. The District or its designee reserves the right to waive defects and informalities in bids, to

reject any or all bids, or to accept any bid as may be deemed to its interest. The District may allow the withdrawal of a bid where there is a patent error on the face of the bid document, or where the bidder presents sufficient evidence, substantiated by bid worksheets, that the bid was based upon an error in the formulation of the bid price.

11. **WITHDRAWAL OF BID:** All bids shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study, and acceptance by the District or its designee. The bidder may withdraw a bid, without prejudice, prior to the published bid opening date.
12. **RETURN INSTRUCTIONS:** Submit one (1) copy of the completed Bid Certification and Vehicle Specification document in a properly addressed sealed envelope. All envelopes should be CLEARLY marked **FLEET-2017-05** on the outside of the envelope. The bidder should retain a duplicate copy. Bidders may keep all other pages for their files. An officer or member of the bidding firm who is authorized to legally bind the firm must sign the bid certification. The Bid Certification must be submitted with an original signature. The Bid Invitation Forms must be used without alterations. Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the District's official forms. Bids submitted on company forms may be rejected.
13. **ADDENDA:** The District may issue addenda to the bid after the bid has been released.
14. **CONTRACT PERIOD:** The bid will be awarded upon approval by the District at its next regularly scheduled meeting.
15. **PRICING:** The price quoted for the minivan make/model shall include all items listed in the Vehicle Specifications document.
16. **QUANTITIES:** It is the intent of this bid to procure 1 new 2017 minivan.
17. **LIABILITY:** The contractor will hold the District harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the contractor.
18. **RECALLS:** The contractor shall notify the District immediately of any product recalls.
19. **REVIEW:** After the public opening of proposals received from the Bid Invitation, District staff and officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only. Bidder must complete every item requested as outlined in #2 above for each make/model they wish to bid.
20. **BID PROTEST PROCEDURES:** The District or its designee shall have authority to determine protests and other controversies of actual or prospective bidders in connection with the solicitations or selection for award of a contract. Any actual or prospective bidder, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Superintendent of the District. A protest or notice of other controversy must be filed promptly within two (2) calendar weeks after award of bid. All protests or notices of other controversies must be in writing and shall be addressed to:

**Finance Officer
Menifee County Board of Education
PO Box 110
202 Back Street
Frenchburg, KY 40322
(606) 768-8015**

The District or its designee shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of the District shall be final and conclusive.

21. **RESIDENT BIDDER STATUS:** The scoring of cost is subject to Reciprocal preference for Kentucky resident bidders *Vendors not claiming resident bidder status need not submit the corresponding affidavit.

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -
- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

(5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

An offeror claiming Kentucky resident bidder status shall complete the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The District reserves the right to request documentation supporting a claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the offeror or contract termination.

A nonresident offeror shall submit its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that offeror. If the offeror is not required by law to obtain said certificate, the state of residency for that offeror shall be deemed to be that which is identified in its mailing address as provided in its proposal.

Submit the Required Affidavit for Bidders or Certificate of Authority to Transact Business in the Commonwealth along with your completed bid application.

All forms must be received in the District office prior to the date and time of the bid opening listed above.

22. **AWARD:** After the review of the proposals, the District or its designee will award a contract based on the total points awarded to each minivan.
23. **CRITERIA FOR EVALUATION OF BID:** The District will use the following criteria when evaluating the District Bid Award. The bid proposals will be evaluated based on the points awarded to each potential contractor utilizing the following scale subject to KRS 45A.490 to 45A.494, Reciprocal Preference for Resident Bidders.

	POINTS
Vehicle Base Price	50
Optional Features Cost	15
Deliverability of Vehicle	20
Warranties	15
POINT TOTAL	100

The bidder with the highest point total based on the bid criteria will be awarded the contract. In the case of identical bids, the District reserves the right to select and to award the contract by whatever method it chooses.

- 24. **TRANSMITTAL OF ORDERS:** The District shall issue a purchase order to the awarded bidder.
- 25. **DELIVERY:** The successful bidder will be contacted by the District for delivery upon approval by Board.
- 26. **PAYMENTS:** The District shall make payment in full for the minivan upon delivery.
- 27. **WARNING AND TERMINATION OF CONTRACT:** The District may terminate the contract if the contractor fails to perform at the service level specified in the bid document. Contracts may be terminated at any time, on 30 days' notice upon the mutual agreement of both parties or upon the discretion of the District, in a shorter period of time, if the terms of the contract are violated in any way. In the event of termination, the schools shall not be liable to any costs other than the cost of items delivered and accepted prior to the termination date. The contractor may terminate the contract if the school districts fail to meet mutually agreeable and specified payment terms.

Each party shall follow the following procedure if the contract is to be terminated:

Step 1 Issue a warning letter outlining the violations and state the length of time to correct the problem(s)

Step 2 Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.

Step 3 Issue letter to cancel contract. In the event the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of the contract impossible, the contractor shall not be held liable by the District.

- 28. **ACCESS TO RECORDS:** All contracts over \$10,000 awarded by the District shall include the right of the District, the Kentucky Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives, to have unrestricted access to any books, documents, papers, records of the contractor which are directly pertinent to the awarded contract, for the purpose of making audit, examination, excerpts, and transactions.

29. OTHER CONDITIONS:

- a. The awarded bidder shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and/or services.
- b. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- c. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against the District shall be filed in the Menifee County Circuit Court of the Commonwealth of Kentucky.
- d. The bidder assures the District that they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- e. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- f. The awarded bidder shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- g. The awarded bidder shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36).
- h. The bidder is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- i. The bidder is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- j. The bidder is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- k. The awarded firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- l. The bidder is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- m. By submitting this document, the bidder certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- n. The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of

value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

- o. The District reserves the right to reject any and/or all bids and to waive informalities or irregularities in part or in full. A contract, based on this sealed bid, may or may not be awarded.

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the bid invitation. In compliance with all general and specific terms and conditions of the bid invitation, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the District of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the bid offer accepted.

Include in your Sealed Bid Packet:

- 1) This Certification form with the lower section completed and signed,
- 2) The Vehicle Specifications document(s) with all fields completed as described in Item #2 for each make/model you wish to bid,
- 3) Complete warranty information for each minivan you wish to bid.
- 4) Resident bidder status certification.

List any other promotions included with the vehicle purchase such as “free tires for life”, free extended warranty, etc.

_____	_____
Bidding Firm	Authorizing Signature
_____	_____
Address 1	Printed Name
_____	_____
Address 2	Phone #
_____	_____
City	Fax #
_____	_____
State	Zip
_____	_____
	Email Address

Year/Make/Model	2017 Dodge Grand Caravan Minivan		
Model	GT		
Engine	V6		
Transmission	Automatic		
Interior Seat Fabric	Leather		
Wheels	Aluminum Wheels		
Bidders please complete the following			
Bidder Name:			
Make:		Model:	
Year:		Color:	
Base Model Pricing:	\$		
Optional Features Cost:	\$		
Complete Vehicle Unit Cost	\$		
(Including Applicable Rebates and Incentives)			
Please detail optional features:			
Deliverable within 7 days (Yes or No)			
Warranty Information			
Include complete warranty information with your bid. Example: 3/36 Bumper-to-Bumper Limited			
Engine warranty: (Years/Mileage, Deductible)			
Powertrain Warranty: (Years/Mileage, Deductible)			
Bumper to Bumper Basic Warranty: (Years/Mileage)			
The Complete Vehicle Unit Price above must include, as a minimum, every feature described below.			
STANDARD FEATURES			
3-Zone Automatic Temperature Control	Lower Instrument Panel Storage Bin		
Electronic Stability Control	Seats Seven		
ParkView™ Rear Back-Up Camera	2nd/3rd-Row Stow 'n Go® w/3rd-Row Tailgate Seats		
Fuel Economizer	17-Inch x 6.5-Inch Polished Alum w/Gloss Black Pckt		
Power Heated Exterior Mirrors with Manual Fold-Away	Keyless Entry with Immobilizer		
Front and Rear Air Conditioning with Heater	Steering Wheel Mounted Audio Controls		
OTHER REQUIRED FEATURES			
Provide a full tank of fuel upon pickup/delivery of vehicle	The Complete Vehicle Unit cost above shall include all applicable manufacturer rebates, owner loyalty rebates, discounts, promotions, and incentives.		
Provide a temporary license tag	Provide Pre-delivery inspection of vehicle		
The District is exempt from Kentucky sales tax. A tax exemption certificate shall be provided upon delivery.			

