

(ADVERTISEMENT)

**OWNER: Pennyrile Allied Community Services, Inc.
1100 S. Liberty St.
Hopkinsville, KY 42420**

INVITATION FOR BID (IFB)

Pennyrile Allied Community Services, Inc. is seeking sealed bids for the purchase of (6) Bus shelters. All bids must include delivery and installation to 1100 S. Liberty St., Hopkinsville, KY.

This Invitation for Bid is subject to a contract between Pennyrile Allied Community Services, Inc. and the Kentucky Transportation Cabinet (KYTC) and the Federal Transit Administration, U.S. Department of Transportation. This procurement is also subject to all the requirements of all applicable future requirements that may be imposed, except to the extent FTA and the Cabinet determines otherwise in writing.

Pennyrile Allied Community Services, Inc. hereby gives notice that it will receive sealed bids for Bus shelters.

Mailing Address: **Pennyrile Allied Community Services, Inc.
P.O.Box 549
Hopkinsville, KY 42420**

Date and Time of Bid Opening: 2:00 p.m. (Central Time) 2-20-18 Tuesday

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

**Pennyrile Allied Community Services, Inc.
P.O.Box 549
Hopkinsville, KY 42420**

Please see website for complete bid packet: www.pacs-ky.org

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*. Bids must remain effective for a period of ninety (90) days from the bid opening date to allow purchases.

Pennyrile Allied Community Services, Inc. is "An Equal Opportunity Employer"
"This program is funded whole or in part by both state and federal funds through the Kentucky Cabinet for Health and Family Services".

Instructions for Bidders:

Al. Bid Notice

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A.2 Intent of IFB

It is the intent of this IFB to require the bidder to provide pricing for bus shelters.

No change order 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 OWNER and KYTC.

A.3 Pre-Bid Meeting

A pre-bid meeting will not be held.

A.4 Federal Model Clauses

The attached Federal Model Clauses must be included and signed on the back page and other appropriate sections by Bidders as follows: Certification of Compliance Page 52.

A.5 Bid Opportunity Form

The attached Bid Opportunity Form must be completed and signed.

A.6 Responsive Bid

In order for this Bid to be responsive, the following documents are required:

Federal Model Clauses (signed) (Section A)
Bid Opportunity List (Section B) Bid Form
(Section C)

A.7 Acceptance of Bids

The OWNER reserves the right to accept any bid or to reject any and all bids on such basis as deemed to be its best interest, subject to applicable federal and state laws and regulations, which require the OWNER 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 condition of this procurement.

The bid package will be awarded to the lowest responsible bidder that meets all bid specifications in Section 1A. Bid Notice, listed above. The Contractor must provide required information to the OWNER for payment (W-9 and backup before the bid award has been finalized).

Bids may also be received by E-Mail signing and scanning all pertinent bid documents and submitting them to the following E-mail address ken.johnston@pacs-ky.org. Bids received after the above date and time will be returned to the sender unopened or be rejected by E-Mail response. All unsigned Bids will be disallowed. The OWNER reserves the right to reject any and all bids. There are no geographical preferences for this bid.

A.8 Contractual Obligations of Bidder

The Contractor shall submit a bid with the understanding that within thirty (30) days of bid opening, the acceptance in writing by the OWNER shall constitute a contract between the bidder and the OWNER which shall bind the bidder to furnish and deliver at the bid price in accordance with the conditions of said accepted bid. Unless extended by the bidder, in writing, prior to the expiration of the thirty (30) Day period, the Bid expires and no award may be made there under.

A.9 Clarifications and Protests

A minimum of (10) days before the bid opening, all potential-bidders may request the OWNER to give clarification of approved equals for portions of the specification. Written notice of any changes or approved equals allowed will be mailed no less than five (5) days prior to bid opening to all potential bidders. The Contractor must comply with all specified items or the bid will be considered non-responsive. No exceptions to the specification will be allowed after the bid opening.

Any protest that may arise before bid opening or after bid opening shall be filed in accordance with the Appeal Procedures listed in A.18.

A.10 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the OWNER and KYTC from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the bus shelters, 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 Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for 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.

A.11 Brand Names

Even if the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

A.12 Non-discrimination Assurance

A contract with the Contractor must include the following assurance: The Contractor, sub recipient of subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

A.13 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.14 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.

The list of items to be purchased and their specifications are listed as follows and can be downloaded by clicking the link at the Owner's website: www.pacs-ky.org

Bus shelter specifications:

5x7 – 5x7 ‘ 8”

Barrel Top design roof

Solar light package

Powder Coated Aluminum or Clear Anodized Finish

Bench and wheelchair accessible

Neutral Color

Note: All figures and measurements are estimates, comparable figures will be accepted.

No change orders either deleting from or adding to this specification will be allowed after the bid contract has been awarded without prior written approval from the OWNER and the Kentucky Transportation Cabinet/Office of Transportation Delivery.

Delivery date of all Bus Shelters.

Description of the warranties on any product that may apply

The contact name and telephone number for continued technical support

A.15 Disadvantaged Business Enterprises (DBE) and Small Businesses

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

The OWNER 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."

A.16 Prevailing Wage Rates

Prevailing Wage Rates are applicable to this project. See attached U. S. Department of Labor General Decision KY20100001 09/10/2010 for prevailing wage rates for Christian County.

A.17 Liquidated Damages

As actual damages for any delays in completion are impossible to determine, the Contractor and his surety shall be liable for, and pay to the OWNER, in accordance with the General Conditions the aggregate sum of \$ _____ 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 \$ _____ per calendar day.

The OWNER shall be 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 herein. Said liquidated damages shall cease to accrue from date of Substantial Completion.

A.18 Appeal/Protest Procedures

Appeal Procedures Prior to Bid Opening

Any protests, prior to bid opening must be submitted in writing and received by the procuring agency at least twenty (20) calendar days prior to bid opening. This twenty (20) calendar day deadline may be waived by the procuring agency for good cause shown. The procuring agency's response shall be in writing and set forth the reasons for its response. The procuring agency will postmark its response no later than fifteen (15) calendar days prior to bid opening, unless the twenty (20) calendar day deadline had been extended as above. A bidder may submit further documentation on an adverse decision by the procuring agency, but no new issues will be considered.

A bidder may seek KYTC/OTD review of the procuring agency's determination. Such review shall merely be considered an oversight reconsideration and shall not constitute an adjudication by KYTC/OTD with respect to the rights of the bidder. Requests for such review must be initiated by the bidder in writing by sending a letter to the procuring agency, with a copy to KYTC/OTD, requesting KYTC/OTD review. The letter must be received by the procuring agency and KYTC/OTD not less than five (5) calendar days before bid opening. Requests for review received less than five (5) calendar days before bid opening will not be considered. The procuring agency must immediately furnish KYTC/OTD a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, KYTC/OTD will consider the complaint letter and correspondence and documentation provided by the procuring agency, as well as any additional information obtained through KYTC/OTD'S specific requests to the procuring agency, bidder, or other third party. KYTC/OTD will not substitute its judgment for that of the procuring agency, unless the matter specifically relates to state or federal laws, regulations or procedures.

Upon receipt of the letter requesting KYTC/OTD review, the procuring agency must immediately contact KYTC to determine if the bid opening should be postponed. If the bid opening is postponed, the procuring agency must notify all prospective bidders who have been furnished a copy of the specifications that a request for review has been received and that the bid opening is postponed until KYTC/OTD has issued its decision. Upon receipt of KYTC/OTD'S decision, the procuring agency must issue an appropriate addendum rescheduling the bid opening.

A request for review may be withdrawn by letter from the bidder to the procuring agency, with a copy to KYTC/OTD, received at any time before KYTC/OTD has issued its decision.

KYTC/OTD'S decision on any request for review under these procedures is final, and no other request will be considered by KYTC/OTD. Said decision will be rendered by letter to the procuring agency, with a copy to the bidder, and will set forth the reasons for KYTC/OTD'S decision.

Appeal Procedures After Bid Opening

Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered.

Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by the procuring agency within ten (10) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by the procuring agency under contract provisions or other remedies, if available. Protests submitted to the procuring agency shall:

- (a) Include the name and address of the protestor.
- (b) Identify clearly the procurement under which the protest is being submitted.
- (c) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- (d) Indicate the action, ruling or relief desired from the procuring agency.

The procuring agency will review the protest and render its decision in writing within ten (10) calendar days of receipt of the protest, setting forth reasons for its decision.

The procuring agency is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of the procuring agency as to protests shall be final and conclusive, unless, within ten (10) calendar days of the date a decision was rendered by the procuring agency, a written appeal of the same is submitted by the bidder and received by the procuring agency, with a copy to KYTC/OTD. This will constitute a request for review by KYTC/OTD of the procuring agency's action. Such review shall merely be considered an oversight reconsideration and shall not constitute an adjudication by KYTC with respect to the rights of the bidder. The procuring agency must immediately furnish KYTC/OTD a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, KYTC/OTD will consider only the appeal letter and correspondence and documentation provided by the procuring agency, as well as additional information obtained through specific requests to the procuring agency, bidders, protestor, or other third party. KYTC/OTD will not substitute its judgment for that of the procuring agency unless the matter specifically relates to state or federal laws, regulations or procedures. Any request for review shall, in addition to (a)-(d) above, include:

- (e) A statement of the grounds for review and any supporting documentation. (The grounds for review must be fully supported, but KYTC/OTD will not consider additional material not submitted to the procuring agency unless specifically requested by KYTC/OTD.)

(f) A copy of the protest filed with the procuring agency and copy of the agency's decision. KYTC/OTD may request additional information from the procuring agency and/or the protester. Additional information must be submitted as expeditiously as possible, but in no case later than ten (10) calendar days after the request.

If the request for review is submitted prior to award of a contract, the procuring agency will not award until the matter is resolved. If the contract has been awarded prior to the request for review, the contractor shall proceed diligently with the performance of the contract in accordance with the procuring agency's decision. The decision of KYTC/OTD shall be set forth in writing with reasons stated and shall be final and conclusive. The parties to the review may mail or otherwise furnish to FTA (if applicable) a written appeal consistent with FTA Circular 4220.1A.

A.19 Terms of Payment

A contract resulting from this bid shall be subject to completion of delivery. The OWNER will make payment within the guidelines of a payment schedule proposed by the Contractor and agreed upon by both parties. Completion and acceptance of bus shelters units will not release the Contractor from liability of any repair of faulty workmanship or materials found after final payment has been made.

A.20 Warranties

The Contractor must provide information on warranties and support for the materials that 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 and workmanship will be furnished promptly without charge. The warranty time period(s) shall begin on the date the bus shelters units are delivered.

A.21 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.

A.22 Access to Records

KYTC/OTD/FTA personnel have the right to inspect/audit to grant records at anytime during grant period.

A.23 Assignability

No part of the agreement can be significantly changed with the prior approval of KYTC/OTD.

A.24 Termination

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

a. Termination for Convenience (General Provision)

The OWNER may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. 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 OWNER to be paid the Contractor. If the Contractor has any property in its possession belonging to the OWNER, the Contractor will account for the same, and dispose of it in the manner the OWNER directs.

b. Termination for Default [Breach or Cause] (General Provision)

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 contract, or if the Contractor fails to comply with any other provisions of the contract, the OWNER 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 determined by the OWNER 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 OWNER, 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.

A.25 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 OWNER and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the claim.

A.26 Equal Opportunity/Affirmative Action employer and is a Drug Free Work Place

The OWNER is an equal opportunity/affirmative action employer and is a Drug Free Work Place.