

KPC – KENTUCKY PURCHASING COOPERATIVES
KEDC – GRREC – NKCES – SE/SC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD
ASHLAND, KY 41102-7104
Bidding Department (606) 928-0205
www.kedc.org or www.kybuy.org

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

BID REFERENCE: MV-2007-09
BID POSTING DATE: September 10, 2007
BID OPENING DATE: 3:00 p.m., Friday, September 21, 2007
CONTRACT AWARD DATE: September 28, 2007

ITEMS: 2 – 2007 Dodge Grand Caravan SXT Mini Vans
as described in the “Vehicle Specifications” Section

The KEDC Board of Directors invites you to submit a sealed bid for 2 – 2007 Dodge Grand Caravan SXT minivans (hereinafter referred to as minivan) in accordance with the general conditions and detailed specifications of this bid. Bids must be received at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104, not later than the specified bid opening date and time. The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the Internet at KEDC’s Internet site www.kedc.org or www.kybuy.org beginning on the bid posting date shown above until the bid opening date shown above.

TIME AND PLACE OF BID OPENING

Bids will be opened at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104 at the Bid Opening Date specified above. All bids must be received by the date and time designated and none will be considered thereafter. 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. KEDC and the participating boards of education cannot assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time. (Please note that FED EX does not guarantee delivery time to KEDC because they classify KEDC as being in a rural area.) 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.

BID TABULATION

Tabulations will be made by KEDC staff and each responding bidder will be mailed a formal tabulation after the Board has taken official action.

CLARIFICATION

For clarification or additional information relative to this Invitation contact the **KEDC Bidding Department** at bidning@kedc.org or phone (606) 928-0205. For legal questions relative to this Invitation, contact **Timothy Crawford**, KEDC Board Attorney at timcrawford@vol.com.

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.

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:

That 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);

That the costs quoted in the attached bid or bids responding to the Kentucky Educational Development Corporation Invitation to Bid 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;

That 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 communicate to any such person prior to the official opening of the bid or bids; That 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);

That I understand the Kentucky Educational Development Corporation collective bidding process is conducted consistent with KRS Chapter 45A, the Model Procurement Code and that the contents of the bid proposal and the actions taken by the bidder in preparing and submitting the bid proposal are in compliance with KRS Chapter 45A, the Model Procurement Code.

CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION

I certify on behalf of myself, the company and its key employees that neither myself, the company, or its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency.

TERMS AND CONDITIONS

1. **Participating School Districts:** KEDC would like to solicit bids for two new minivans.
2. **Bid Forms:** Bidders must obtain the official bid documentation including the bid certification from the bid packet or KEDC website. Bidder shall complete the sheet for each make/model of van they wish to bid. Bidder must include the following information for each make/model bid:
 - 1) Bidder Name – name of your dealership
 - 2) Complete vehicle unit cost – includes all features requested
 - 3) Units are – answer “Yes or No” for each: In Stock, Can be Located, Must Be Ordered and complete the estimated days before arrival of a vehicle that must be ordered.
 - 4) 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 van you bid.
 - 5) List any deviation from the features required on each van (if you are unable to provide a specific option, etc) on company letterhead and include it in your bid packet.

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.

3. **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.

4. **Error in Bid:** No bid may be altered or amended after the specified time and date set for the bid opening. The KEDC Board 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.

5. **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 KEDC Board. A bidder may withdraw his bid after it has been submitted only if a written request is submitted and received prior to the expiration of the time during which bids may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to KEDC, Attn: Bidding.

6. **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 **KEDC Minivan Sealed Bid** with the bid reference and opening date printed on the outside of the envelope as they appear on the Bid Invitation. 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 KEDC's official forms. Bids submitted on company forms may be rejected.

7. **Addendums:** KEDC may issue an addendum to the bid after the bid has been released. In no instance will an addendum be issued within five (5) working days prior to the bid opening.

8. **Contract Period:** The bid will be awarded upon approval by the KEDC Executive Director on or before September 12th, 2007.

9. **Pricing:** The price quoted for each van make/model shall include all items listed in the Vehicle Specifications document. KEDC qualifies for the Daimler-Chrysler owner loyalty rebate program.

10. **Quantities:** It is the intent of this bid to procure 2 new minivans.

11. **Liability:** The contractor will hold KEDC and its participating districts 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.

12. **Recalls:** The contractor shall notify KEDC and its participating districts immediately of any products recalls.

13. **Review:** After the public opening of proposals received from the Bid Invitation, KEDC staff and school 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.

14. **Award:** After the review of the proposals, the KEDC Board will award a contract based on the total points awarded to each van.

CRITERIA FOR EVALUATION OF BID

KEDC and the KEDC Bid Committee will use the following criteria when evaluating the KEDC Bid Award. Each of the following elements will be weighted accordingly.

	<u>POINTS</u>
1. Complete Vehicle Unit Cost	50
2. Deliverability of Vehicle	20
3. Warranties	<u>30</u>
POINT TOTAL	100

The bidder's ability to meet KEDC's requirements will be an important consideration in the evaluation of this bid.

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

15. **Transmittal of Orders:** KEDC shall issue a purchase order to the awarded bidder.

16. **Payments:** KEDC shall make payment in full for the minivans upon delivery.

17. **Warning and Termination of Contract:** KEDC 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 KEDC, 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 KEDC or the school districts.

18. **Access to Records:** All contracts over \$10,000 awarded by KEDC shall include the right of KEDC, the Kentucky Department of Education, USDA, 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.

19. **Standard Contract Conditions:**

- A. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- B. Contractors providing services under this bid invitation, herewith assure KEDC they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- C. Contractors shall comply with the Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).
- D. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.

- E. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, age, religious creed, sex, national origin, or handicap.
- F. Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. KEDC and its school districts, its authorized agents and/or state/or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.
- G. Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included in the EPA list of violated facilities.
- H. By signing this document, the contractor 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 contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- I. Prohibition against conflicts of interest, gratuities, and kickbacks: Any employee or official of KEDC or member school districts, 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 school district 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.
- J. 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, and KRS 42.990.
- K. The provisions of KRS 365.080 and KRS 365.090 which permit the regulation of resale price by contract, does not apply to sales to the State.
- L. The bidder is fully knowledgeable of KRS 45A.335-45A.490, Kentucky Model Procurement Code, including the provisions for violation of the Code. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of KEDC or the Boards of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees that are designed to secure a public contract for supplies or services.
- M. KEDC reserves the right to reject any and/or all bids and to waive informalities.

KEDC MINIVAN CERTIFICATION – MV-2007-09

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 KEDC Board of Directors 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 van you wish to bid.

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

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip