



KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)

904 ROSE ROAD

ASHLAND, KY 41102-7104

Bidding Department (606) 928-0205

www.kedc.org or www.purchasepros.net

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

BID REFERENCE:	<u>Class A Motor Coach-2024-08</u>
BID POSTING DATE:	<u>September 3, 2024</u>
BID OPENING DATE:	<u>September 12, 2024, 2:00PM Eastern</u>
CONTRACT AWARD DATE:	<u>September 12, 2024</u>

ITEMS: 1 - 2023 Thor Challenger 37DS Class A Motor Coach

The KEDC Board of Directors invites you to submit a sealed bid for 1 - 2023 Thor Challenger 37DS Class A Motor Coach (new or used) hereinafter referred to as vehicle 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 addenda can be viewed, downloaded, or printed from the Internet at KEDC's Internet site www.purchasepros.net 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 sealed bids must be received by the date and time designated, and none will be considered thereafter and clearly marked **Class A Motor Coach-2024-08** on the outside of the envelope. Failure to submit bid 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 cannot assume responsibility for any delay or failure of the mail or delivery services to deliver bids on time. (Please note that FED EX does not guarantee delivery time to KEDC as 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 however, no immediate decision will be rendered concerning the bids submitted.

Emailed and Faxed submissions will NOT be accepted.

BID TABULATION

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

CLARIFICATION

For clarification or additional information relative to this Invitation contact **KEDC** at info@PurchasePros.net or phone **(606) 928-0205**.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

These General Conditions and Instructions apply to all bids submitted. 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:

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 KEDC 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 must comply with above sections of the Model Procurement Code.

The bidder is legally entitled to enter 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 KEDC or member institution, 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.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) 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.

(3) 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.

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 KEDC, 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.

TERMS AND CONDITIONS

1. ***Bid Forms:*** Bidders must obtain the official bid documentation including the bid certification from the bid packet or PurchasePros website. The bidder shall complete the sheet for each make/model of vehicle they wish to bid. Bidder must include the following information for each make/model bid:
 - 1) Bidder Name – name of dealership.
 - 2) Complete vehicle unit cost – includes all features requested.
 - 3) Unit is – answer “Yes or No” for each: In Stock or Can be Located.
 - 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 vehicle bid.
 - 5) List any deviation from the features required on each vehicle (if you are unable to provide a specific option, etc.) on company letterhead and include it in your bid packet; and
 - 6) Resident Bidder Status certification, if applicable.

The completed Bid Certification and Vehicle Specification document must be returned in your sealed Bid Packet. By executing the Bid Certification, the bidder acknowledges having read this invitation, understanding it, and agreeing to abide by its terms and conditions.

2. ***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 an award if offered.
3. ***Error in Bid:*** No bid will be altered or amended after the specified time and date set for the bid opening. The KEDC Board 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. KEDC 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.
4. ***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 or its designee. The bidder may withdraw a bid, without prejudice, prior to the published bid opening date.
5. ***Return Instructions:*** Submit one (1) copy of the completed Bid Certification and Vehicle Specification in a properly addressed sealed envelope. All envelopes should be CLEARLY marked **Class A Motor Coach-2024-08** 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 KEDC's official forms. Bids submitted on company forms may be rejected.

6. **Addenda:** KEDC may issue addenda to the bid after the bid has been released.
7. **Pricing:** The price quoted for each VEHICLE make/model shall include all items listed in the Vehicle Specifications document.
8. **Condition:** It is the intent of this bid to purchase one new or used 2023 vehicle. Used vehicles must have less than 15,000 miles.
9. **Liability:** The contractor will hold KEDC and its participating districts harmless for 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.
10. **Recalls:** The contractor shall notify KEDC of any product recalls.
11. **Review:** After the public opening of proposals received from the Bid Invitation, KEDC staff will score the submissions, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only. The bidder must complete every item requested as outlined above for each make/model they wish to bid.
12. **Bid Protest Procedures:** The KEDC Board of Directors 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 a protest with the Chief Executive Officer of KEDC. A protest or notice of other controversy regarding the solicitation must be filed prior to the opening. A protest or notice of other controversy regarding an award must be filed promptly within two (2) calendar weeks after the award. All protests or notices of other controversies must be in writing and shall be addressed to:

**Chief Executive Officer
KEDC
904 Rose Road
Ashland, KY 41102**

The KEDC Board of Directors 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 KEDC Board of Directors shall be final and conclusive.

13. **Award:** After the review of the proposals, the KEDC Board or its designee will award a contract based on the total points awarded to each vehicle.
14. **Criteria for Evaluation of Bid:** KEDC will use the following criteria when evaluating the KEDC Bid Award. The bid proposals will be evaluated based on the points awarded to each potential contractor utilizing the following scale:

	POINTS
1. Vehicle Base Price	60
2. Deliverability of Vehicle	35
3. Warranties	5
POINT TOTAL	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 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 if requested.
16. **Delivery:** The successful bidder must deliver the vehicle to the location specified by KEDC. Please provide any delivery fee as a component of your response.
17. **Payments:** KEDC shall make payment in full for the vehicle upon delivery.
18. **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-day 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.

19. **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.
20. **Other Conditions:**
 - a. The awarded bidder shall comply with 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 shall be filed with the Boyd County Circuit Court of the Commonwealth of Kentucky.
 - d. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
 - e. By signing 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.
 - f. The bidder is legally entitled to enter 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 Board, 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.

- g. The Board reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this sealed bid, may or may not be awarded.

KEDC FLEET CERTIFICATION – Class A Motor Coach-2024-08

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 above for each make/model bid,
- 3) Complete warranty information for each vehicle bid.

List any other promotions included with the vehicle purchase such as roadside assistance, extended warranty, etc.

<hr/> Bidding Firm	<hr/> Authorizing Signature
<hr/> Address 1	<hr/> Printed Name
<hr/> Address 2	<hr/> Phone #
<hr/> City	<hr/> Fax #
<hr/> State	<hr/> Email Address
<hr/> Zip	

Year/Make		2023 Thor Challenger	
Model		37DS	
Engine	7.3L V8		
Transmission	6 Speed Automatic with Overdrive	Wheelbase	262"
Bidders, please complete the following			
Bidder Name:			
Make:		Year:	
Model:		Mileage:	
Base Model Pricing:		\$	
Optional Features Cost:		\$	
Vehicle Unit Cost (Including Applicable Rebates and Incentives)		\$	
Final Vehicle Cost		\$	
Delivery Cost		\$	
Deliverable within 30 days (Yes or No)			
Warranty Information			
Include complete warranty information with your bid			
Engine warranty: (Years/Mileage, Deductible)			
Powertrain Warranty: (Years/Mileage, Deductible)			
DETAILS			
Ford F-53 Chassis		Interior Height (living area) 84"	
Gross Vehicle Weight 24,000		Fuel (gal) 80	
Gross Combined Weight 30,000		LPG (lbs.) 105	
Exterior Length (w/o ladder) 39'1"		Exterior Storage Capacity (cu. ft.) 192	
Exterior Height (w/ AC) 12'11"		Hitch Weight Rating (lbs.) 8,000	
Exterior Width (w/o mirrors) 101"			
OTHER REQUIRED FEATURES			
Onan® RV QG 5500 Gas Generator		Dual Roof Air Conditioners	
50-amp Shoreline Power Cord		Automatic Leveling Jacks with Touchpad Controls	
1800-watt Inverter		Dual Auxiliary House Batteries with Battery Tray that Holds up to Four (4) Batteries	
100-watt Solar Charging System		55-amp Converter	
Please detail additional features:			
NOTE: KEDC is exempt from Kentucky sales tax. A tax exemption certificate shall be provided upon delivery.			