

Kentucky River Foothills Development Council, Inc.

309 Spangler Drive, Richmond, KY 40475
Phone 859-624-2046

Advertisement for Invitation for Bid (IFB)

Maintenance Garage Equipment

Kentucky River Foothills Development Council, Inc. (KRFDC) is requesting to accept bids on eleven (11) Maintenance Garage Equipment items to be purchased, delivered & installed at the new KRFDC Transit Facility Garage at 6021 Atwood Drive, Richmond, KY 40475. Interested individuals should submit sealed bids and respond no later than 2:00PM (EST) Wednesday, November 8, 2023

Description of the Scope of Work

Kentucky River Foothills Development Council, Inc. (KRFDC) dba Foothills Express is a public Transportation agency that provides transportation services, which include, curb-to-curb and door-to-door demand response, NEMT Medicaid transportation, deviated-fixed routes, University bus routes, and Intercity services. Since 1986, Foothills Express serves in the Kentucky Appalachian Counties of Clark, Estill, Madison, Montgomery, and Powell. Foothills Express strives to meet the known transportation needs in the counties in which it serves. Foothills Express currently utilizes a fleet of 60 vehicles. The fleet consists of accessible shuttle buses that range from 10-passenger to 28-passenger buses, 8 and 12-passenger transit vans, caravans with accessible ramps, and SUVs for support/staff vehicles.

KRFDC is in the process of finishing construction on a brand-new state-of-the-art Facility with a Maintenance Garage. The new facility will be located at 6021 Atwood Drive, Richmond, KY 40475. With the new facility and garage, the need for maintenance equipment is apparent. Therefore, KRFDC is requesting to accept bids on eleven (11) Maintenance Garage Equipment items for the new maintenance facility. All contractors shall submit bids for all materials and labor for eleven (11) Maintenance Garage Equipment items, listed below.

Bid Due Date & Submittal Requirements

Issue Date: **Wednesday, October 11, 2023**

Inquiries

Applicable terms and conditions herein shall govern communications and inquiries between KRFDC and vendors as they relate to this IFB. Inquiries, questions, and requests for clarification related to this IFB are to be directed in writing (mail or email) to:

Tyler Burris
Transportation Director
309 Spangler Drive
Richmond, KY 40475
859-624-2046 ext. 1102
tburris@foothillscap.org

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Closing Date

Bids must be received no later than 2:00 p.m. E.S.T., **Wednesday, November 8, 2023 and addressed to:**

KRFDC

Attn: Tyler Burris

309 Spangler Drive

Richmond, KY 40475

Bids not received by the time and date stated shall not be considered.

Garage Equipment Specifications

General

- 1.1. **Purpose:** The Purpose of these specifications is to describe equipment to outfit the KRFDC maintenance garage.
- 1.2. **Intent:** It is the intention of this specification to describe a vehicle of substantial and durable construction in all respects.
- 1.3. **Completeness**
 - 1.3.1. Any part or detail which makes the vehicle complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.
 - 1.3.2. The price quoted in any bid submitted shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the truck pursuant to these specifications.
- 1.4. **Conformity**
 - 1.4.1. All units or parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the industry.
- 1.5. **Testing**
 - 1.5.1. Complete equipment and all working and moving parts and operating devices shall be thoroughly tested and put in proper operating condition by the manufacturer.

Materials

Materials used shall be of first quality and shall be exactly duplicated in manufacture, design, and construction on each equipment.

2. Four-Post Vehicle Lift #1

- 2.1. Minimum lift capacity 20,000 lbs
- 2.2. Lift shall be alignment-ready
- 2.3. Minimum alignment wheelbase 252"
- 2.4. Equipped with two rolling jacks
 - 2.4.1. Each rolling jack to have a minimum lift capacity of 9,000 lbs

3. Four-Post Vehicle Lift #2

- 3.1. Minimum lift capacity 18,000 lbs

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- 3.2. Minimum service wheelbase 216"
- 3.3. Equipped with two rolling jacks
- 3.3.1. Each rolling jack shall have a minimum lift capacity of 7,000 lbs

4. *Tire Changer*

- 4.1. Shall accommodate wheel diameters of 15" through 19.5"
- 4.2. Shall accommodate tire outside diameter up to 34"
- 4.3. Shall accommodate tire width up to 15"
- 4.4. Model with tire lift preferred

5. *Wheel Balancer*

- 5.1. Shall accommodate wheel diameters up to 19.5"
- 5.2. Shall accommodate tire outside diameter up to 34"
- 5.3. Shall accommodate tire width up to 15"
- 5.4. Distance and diameter data entry shall be automated
- 5.5. Model with tire lift strongly preferred
- 5.6. Model with laser line or equivalent weight-positioning aid preferred

6. *Refrigerant Recover/Recycle/Recharge Machine (R-134a)*

- 6.1. Machine shall be capable of vacuum testing of vehicle AC systems
- 6.2. Recovery tank should have at least 30 lbs capacity
- 6.3. Flow rate should be at least 2 CFM with 500 micron or better filtration
- 6.4. Preference given for automation and diagnostic features.

7. *Refrigerant Recover/Recycle/Recharge Machine (R-1234yf)*

- 7.1. Machine shall be capable of vacuum testing of vehicle AC systems
- 7.2. Recovery tank should have at least 30 lbs capacity
- 7.3. Flow rate should be at least 2 CFM with 500 micron or better filtration
- 7.4. Preference given for automation and diagnostic features.

8. *Alignment System*

- 8.1. Alignment system shall be capable of measuring front and rear alignment angles (Toe, Set-Back, Camber, Caster, King Pin, and Thrust Angle) with a high degree of accuracy.
- 8.2. Communication among components of alignment system shall be wireless.
- 8.3. System shall have no minimum space requirement.
- 8.4. System shall be tablet-operated, show real time measurements during adjustments, and have a guided run out process.
- 8.5. System shall include four sensors with two cameras each and 4-point clamps accommodating wheel sizes 15" through 19.5".

9. *Transmission Service Machine*

- 9.1. Machine shall be designed for fluid exchange both through cooler line connections and through dipstick tube.
- 9.2. Machine shall be designed to operate on vehicle 12V DC power.
- 9.3. Machine shall perform a full 18-quart fluid exchange in 6 to 9 minutes through cooler line connections and in 12-20 minutes through the dipstick tube.
- 9.4. New and used fluid tanks shall each have a capacity of at least 26 quarts.

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- 9.5. Scale accuracy shall be +/-0.03% or better.
- 9.6. Machine shall be automated to perform accurate fluid exchanges with minimal operator input.

10. Coolant Flush Machine

- 10.1. Machine shall perform full exchange in less than five minutes with minimum 92% single pass exchange.
- 10.2. Machine shall be designed to operate on vehicle 12V DC power.
- 10.3. New and used coolant tanks shall each have a capacity of at least 15 gallons.
- 10.4. Machine shall include a pressure switch to protect vehicle systems.
- 10.5. Machine shall shut off automatically and should have other automated features to minimize operator input.
- 10.6. Machine shall have clearly visible system pressure and vacuum gauges.

11. Parts Washer

- 11.1. Parts washer shall use a water-based (not petroleum-based) non-toxic, non-flammable, pH-neutral cleaning fluid.
- 11.2. System shall maximize fluid life through filtration and microbial digestion of contaminants.

12. MIG Welder

- 12.1. Welder shall work on steel, stainless steel, and aluminum.
- 12.2. Welder shall perform single-pass welds on metal ranging in thickness from 24-gauge (aluminum 18-gauge) to 3/8".
- 12.3. Welder shall be designed to use both 110V-120V and 220V-240V AC power sources.
- 12.4. Welder shall have automatic voltage and feed settings to accommodate different common materials, material thicknesses, and wire diameters.
- 12.5. Power cord shall be at least 6.5' in length.
- 12.6. Cables shall be approximately 10' in length.
- 12.7. Preference given for design features promoting clean and spatter-free welds.
- 12.8. Preference given for ergonomic features.
- 12.9. Machine shall be equipped with appropriate cart and all accessories and consumables needed for use.

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Federal Certifications

Federal Model Clauses

Bidder must complete all applicable sections of the Federal Model Clauses that are included as a part of this invitation. Any forms for each applicable section including section 32 Certification must be completed & included with the bid submission.

APPENDIX F/ATTACHMENT D
Section 5311/5310/5307/5339
Subrecipient Agreement/Vendor Agreement/Bid Package
Federally Required and Model Contract Clauses
TABLE OF CONTENTS (Appendix F - Governing Documents)

These Federally Required and Model Contract Clauses are for *Kentucky River Foothills Development Council, Inc.*, hereinafter referred to as the Subrecipient.

A.1 - Federally Required and Other Model Contract Clauses

- | | |
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| 1. Fly America Requirements | 19. Program Fraud and False or Fraudulent Statements and Related Acts |
| 2. Buy America Requirements | 20. Termination |
| 3. Charter Bus and School Bus Requirements | 21. Government-wide Debarment and Suspension (Nonprocurement) |
| 4. Cargo Preference Requirements | 22. Privacy Act |
| 5. Seismic Safety Requirements | 23. Civil Rights Requirements |
| 6. Energy Conservation Requirements | 24. Breaches and Dispute Resolution |
| 7. Clean Water Requirements | 25. Patent and Rights in Data |
| 8. Bus Testing | 26. Transit Employee Protective Agreements |
| 9. Pre-Award and Post Delivery Audit Requirements | 27. Disadvantaged Business Enterprises (DBE) |
| 10. Lobbying | 28. Incorporation of Federal Transit Administration (FTA) Terms |
| 11. Access to Records and Reports | 29. Drug and Alcohol Testing |
| 12. Federal Changes | 30. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment |
| 13. Bonding Requirements | 31. Seat Belt Use |
| 14. Clean Air | 32. Distracted Driving |
| 15. Recycled Products | 33. Certification of Compliance |
| 16. Davis-Bacon and Copeland Anti-Kickback Acts | |
| 17. Contract Work Hours and Safety Standards Act | |
| 18. No Government Obligation to Third Parties | |

DBE bid opportunity list

Per FTA requirement each contractor & subcontractor is required to fill out a Bid Opportunity List for their company and submit it with the bid. The Bid Opportunity form is attached to this document.

Sam.Gov Registration

The awarded vendor needs to be registered and be in good standing on Sam.gov website to be awarded the contract.

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Clauses and Certifications

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, USDOT DBE 49 CFR Part 26, specifically §26.29, which includes:

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Subrecipient. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Subrecipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

Indemnification

Proposer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from bids submitted and which a Purchaser gives the contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

Brand Name/Salient Characteristic Clause

In accordance with USDOT/FTA requirements, brand names, Basis of Design, or equal descriptions, are used as a means to define the performance or other salient characteristics of procurement. In the IFB, even if the phrase or approved equal is inadvertently omitted, it is implied after any brand name.

General Nondiscrimination Clause

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

Assignability Clause

Each party reserves the right to engage in a transfer of ownership or assign contractual obligations and rights to a different contracting party.

Veterans

Recipients shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This hiring preference shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

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No Geographical Preference

Procurements shall be conducted in a manner that prohibits local geographical preferences in the evaluation of bids or proposals. Nothing in this section preempts State licensing laws.

Appeals / Protest Procedures

The KRFDC, shall have the authority to determine protests and other controversies of actual or prospective Proposers in connection with the solicitation or selection for award of the IFB or Contract.

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or selection for award of the IFB or Contract, may file protest via Certified Mail with the KRFDC. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addresses to:

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The KRFDC shall promptly 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 by the KRFDC shall be final and conclusive.

Governing Law and Choice of Forum

Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of the Commonwealth of Kentucky which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the proposer agrees to subject himself to the jurisdiction and process of the courts of the Commonwealth of Kentucky as to all matters and disputes arising or to arise under the contract and the performance thereof. Including any questions as to the liability for taxes, licenses or fees levied by the state.

Compliance with Laws and Regulations

Contractor shall at all times comply with all applicable laws, regulations, policies, procedures and directives (together, the "Law"), including without limitation, FTA regulations, policies, procedures and directives, including those listed directly or by reference in the agreement between the Agency and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Onsite Visits

KYTC & FTA reserve the right to visit the work site at any time during the contract period.

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Access to Records

Both KYTC & FTA will retain access to all records

ADA Guidelines

This project must be in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Transportations ADA regulations, 49 CFR Part 37. Specific info is found in the drawings dated April 15, 2022.

Small Business Clause

In regard to the arrangement of the IFB, times for the bid opening, delivery schedules, etc. These will be made in a manner to facilitate participation by Small Business Concerns. The definition, size standards, and average gross receipts of Small Business are found in 13 CFR Part 121.

Termination

Subject to the provisions below, any Contract resulting from this bid may be terminated by the Agency provided a thirty (30) day advance notice in writing is given to the Contractor.

Termination for Non-Appropriations

In the event sufficient appropriations are not made to pay the charges under the contract, it shall terminate without any obligation to the Agency.

Termination for Convenience

The performance of work under this Contract may be terminated by the Agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the Agency. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

Stop work under the Contract on the date and to the extent specified in the notice of termination. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated.

Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Agency in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which

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approval or ratification shall be final for all the purposes of this clause.

Deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Agency.

Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Agency to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Contracting Officer may direct.

Complete performance of such part of the work as shall not have been terminated by the notice of termination.

Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the Agency has or may acquire an 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 Agency to be paid to the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49).

Termination for Default

The Agency may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period often (10) business days, or such longer period as the Contracting Officer may authorize in writing, after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, the Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Agency for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of a cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if

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such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources and in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Agency shall be at the Contract price. The Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Agency.

Liquidated Damages

Liquidated damages will be assessed per the specifications. KRFDC may waive these damages at its discretion if this is found to be beneficial to the owner. Liquidated Damages shall be \$500.00 per calendar day the work is deemed not complete past date of substantial completion.

Changes

Any modification or amendment of any provisions of any of the Contract Documents shall be effective only if in writing, signed by authorized representatives of both the Agency and Contractor, and specifically referencing this Contract. Any changes are to be approved by KYTC, all changes in work and/or change orders must have the prior review and approval of the Office of Transportation Delivery, KYTC.

Disputes

All disputes shall be initiated through a written dispute notice submitted by either part to the other part within ten (10) calendar days of the determination of the dispute. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between KRFDC and/or KYTC and the Independent Contractor arising out of or relating to this agreement or its breach will be decided in arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Kentucky.