

Invitation for Bid (IFB)

A. Instructions to Bidders

A.1 Bid Notice

A.1.1 The Rural Transit Enterprises Coordinated, Inc., d/b/a RTEC, hereby gives notice that, it will receive sealed bids to purchase the following:

- 1 SQL Server / Software / Licenses

Mailing address: **RTEC**
100 E. Main Street
Mt. Vernon, Kentucky 40456

Note: **Mark "Sealed SQL Server / Software / Licenses Bid" on the outside of the package.**

Date and Time of Bid Opening: **March 14, 2023 at 2:00 PM, EST**

Include two (2) copies of written bids along with one (1) CD or travel drive for uploading to computer. All cost in association with preparing a bid will be solely the expense of the bidder and in no way charged to RTEC.

A.1.2 At the time indicated in Section A.1.1, the bids will be publicly opened and read aloud at the following location:

Rural Transit Enterprises Coordinated, Inc., (RTEC)
100 E. Main Street
Mt. Vernon, Kentucky 40456 (Rockcastle County)

RTEC reserves the right to purchase **one (1)** SQL Server / Software /Licenses or to reject any or all bids. The sealed bids will be opened **March 14, 2023 at 2:00 PM, EST**. Bids must remain effective for Sixty (60) Days from the bid opening date.

The bid package procedures and specifications to which all bids must conform are available at www.ridertec.org or Call RTEC at 606-256-9835 for bid package.

A 1.3 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 Assistance programs.*

A.1.4 Bids must remain in effect for a period of 60 days or until an award is made. Contract prices must remain effective from the date of the contract bid award for RTEC to make purchases through **May 16, 2023**, approved by RTEC and the Kentucky Transportation Cabinet (KYTC).

A.1.5 Geographical Preference
In regards to this Invitation for Bid (IFB) there is no Geographical Preference.

A.2 Intent of IFB

- A.2.1 It is the intent of this IFB to require the bidder to deliver complete SQL Server / Software Licenses of the type described, ready for operation.
- A.2.2 The specifications found in Section D of this IFB indicate **minimum** requirements unless otherwise indicated.
- A.2.3 The price quoted by the bidder shall include items of labor, materials, tools, equipment, and other costs necessary to fully complete delivery of the SQL Server / Software / Licenses pursuant to this IFB.
- A.2.4 The contract will be awarded to the responsible bidder whose bid, responsive and conforming to all the material terms and conditions of the invitation for bid, is the lowest price.
- A.2.5 No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior written KYTC and RTEC approval.

A.3 Acceptance of Bids

The purchaser reserves the right to accept any bid or to reject any and all bids on such basis as purchaser deems to be in its best interest, subject to applicable federal and state laws and regulation, which require the purchaser 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 conditions of this procurement.

A.4 Small Business Clause

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 Business Concerns. The definition, size standards, and average gross receipts of Small Businesses are found in 13 CFR Part 121.

NOTE: For access to specific sections of CODE OF FEDERAL REGULATIONS 13-CFR 121

(a) SBA's size standards define whether a business entity is small and, thus, eligible for Government programs and preferences reserved for "small business" concerns. Size standards have been established for types of economic activity, or industry, generally under the North American Industry Classification System (NAICS).

(b) NAICS is described in the North American Industry Classification Manual-United States, which is available from the National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; by calling 1(800) 553-6847 or 1(703) 605-6000; or via the Internet at <http://www.ntis.gov/products/naics.aspx>. The manual includes definitions for each industry, tables showing relationships between 1997 NAICS and 1987 SICs, and a comprehensive index. NAICS assigns codes to all economic activity within twenty broad sectors. Section 121.201 provides a full table of small business size standards matched to the U.S. NAICS industry codes. A full table matching a size standard with each NAICS Industry or U.S. Industry code is also published annually by SBA in the FEDERAL REGISTER. [65 FR 30840, May 15, 2000, as amended at 67 FR 52602, Aug. 13, 2002; 74 FR 46313, Sept. 9, 2009]

A.4.1 **Non-Discrimination Assurance Clause**

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.4.2 **Contractual Obligation of Bidder**

Each proposal by the bidder shall be submitted with the understanding that the bid must be effective to May 16, 2023. Following the bid opening, the acceptance in writing by the purchaser shall constitute a contract between the bidder and the purchaser which shall bind the bidder to furnish and deliver at his price in accordance with the conditions of said accepted proposal to May 16, 2023.

A.4.3 **Indemnification**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Kentucky Transportation Cabinet in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Kentucky Transportation Cabinet, the Kentucky Transportation Cabinet is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

A.4.4 **All changes to this contract is subject to the prior approval of the Kentucky Transportation Cabinet.**

A.4.5 **This agreement shall be in accordance with the laws of the Commonwealth of Kentucky, Federal law, and rules of the Federal Transit Administration.**

A.4.6 **The Kentucky Transportation Cabinet (KYTC) has the right to go on site and access all records pertaining to this bid.**

A.4.7 **Assignment Clause**

The KYTC/Office of Transportation Delivery must provide written approval for assignments to any part of this agreement or project.

A.4.8 **ADA Guidelines**

This project will be in compliance with the Americans with Disabilities Guidelines (ADAAG) and the Transportation ADA regulations, 49 CFR Part 37.

A.4.9 **RTEC is an Equal Opportunity/Affirmative Action Employer and is a Drug Free Work Place**

A.5 Clarifications, Exceptions, Approved Equals, and Protests:

No bidder's conference will be held. A minimum of Five (5) days before the bid opening, all potential-bidders may request the purchaser to give clarification, exceptions, or approved equals for portions of the specification by sending an email to rtec@kih.net or call RTEC 606-256-9835. Written response or notice of any changes or approved equals allowed will be posted on the web site at <http://www.ridrrtec.org> no less than Three (3) days prior to bid opening to all potential bidders. The bidder must comply with all specified items or his bid will be considered non-responsive. No exceptions to the specifications will be allowed after the bid opening.

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

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the "Appeal Procedures" (See Attachment A).

- A.5.1 **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTEC's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

¹ http://www.fta.dot.gov/12876_3906.html

Performance During Dispute - Unless otherwise directed by RTEC, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Payment Disputes- 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 RTEC and the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the claim.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between RTEC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which RTEC is located. If a dispute arises, and after appealing to RTEC, that the Contractor may appeal to the Kentucky Transportation Cabinet/Office of Transportation Delivery (KYTC/OTD) and, then, to the Federal Transit Administration (FTA).

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTEC, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

A.6 Summary of items to be supplied with Bid

The following items are to be furnished by the bidder as part of his/her bid. Failure to submit any of these items may lead to disqualification of the bid. Show compliance with Model Clauses where applicable; completed Bid Forms; Purchaser's Proposal. The attached Federal Model Clauses must be included and signed on the back page and other appropriate sections by Bidders as follows: Section 10 Lobbying, Page 14 and Section 32 Certification of Compliance Page 56.

The Bid Opportunity List must be filled out completely, and signed.

- A.6.1 Delivery date of SQL Server / Software / Licenses from date of order.
- A.6.2 Cost and provisions of any available Maintenance Modules.
- A.6.3 Federal Model Clauses with signatures.
- A.6.4 Description of system capacity and functionality that meet requirements set forth by RTEC in the specifications.

B. General Provisions

B.1 Delivery and Acceptance

- B.1.1 Delivery of the SQL Server / Software / Licenses is to be completed within 30 days after receipt of acceptance of the bidder's offer by the purchaser. If the delivery is delayed because of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier, or contractor, the time of completion of the delivery shall be extended upon written request for a time from the bidder.

The request for extension must include detailed justification of the length of the time extension. The delivery date will be delayed by a number of days agreed upon by the purchaser and the bidder. The purchase price of the SQL Server / Software / Licenses will be **reduced by \$25 per day** for each day beyond the delivery deadline as liquidated damages if the bidder fails to give a written request for time extension prior to the delivery deadline or if the delay cannot be justified as being beyond the bidder's control.

- B.1.2 SQL Server / Software / Licenses delivered to the purchaser in a condition below retail customer acceptance levels will not be accepted.

If any of the SQL Server / Software / Licenses is delivered incomplete, incorrect or contains any defective or damaged parts, the bidder shall, at his expenses, furnish and replace such parts as acceptable to the purchaser. Any delivered SQL Server / Software / Licenses not conforming to this IFB will be rejected by the purchaser.

- B.1.3 Within ten (10) days after delivery, the purchaser will inspect the SQL Server / Software / Licenses to determine if it is in acceptable operating condition. The purchaser will notify the bidder, in writing, within ten (10) days after delivery if the SQL Server / Software / Licenses has or has not been "accepted". Failure of the purchaser to furnish to the bidder a written statement of acceptance or non-acceptance postmarked within ten (10) days after delivery shall be deemed to constitute acceptance of the SQL Server / Software / Licenses. A letter of conditioned acceptance or a letter of non-acceptance will furnish details of the deficiencies.

The bidder shall promptly correct all defects and resubmit the SQL Server / Software / Licenses for acceptance.

The purchaser will not be required to furnish space, labor or material to perform the bidder's responsibilities so as to permit acceptance of SQL Server / Software / Licenses in compliance with this IFB. The purchaser will accept or reject the resubmitted SQL Server / Software / Licenses within ten (10) days from the date of resubmittal.

- B.1.4 In the event the bidder fails to comply with the written order of the purchaser to complete and/or repair the SQL Server / Software / Licenses prior to acceptance and purchaser finds it necessary to perform any work on any SQL Server / Software / Licenses which should have been done by the bidder within the intent

of this IFB, the purchaser will be reimbursed as detailed in Section B.2.2. for all costs incidental thereto, including material, labor and overhead.

- B.1.5 All SQL Server / Software / Licenses deliveries shall be coordinated with the purchaser. The bidder will contact the purchaser to agree upon a delivery schedule at least three working days prior to delivery. Delivery shall be made during the purchaser's normal working hours.

B.2 Terms of Payment

- B.2.1 Contracts resulting from this bid shall be subject to a financial assistance contract between purchaser and the Kentucky Transportation Cabinet (KYTC) Office of Transportation Delivery (OTD) and the Federal Transit Administration (FTA). Contractor may request a copy of the purchaser's letter of approval from the OTD to accompany a purchase order.

Contracts resulting from this bid shall be subject to completion of delivery. The purchaser will make payment within the guidelines of a payment schedule proposed by the Bidder and agreed upon by both parties.

- B.2.2 If the SQL Server / Software / Licenses are not found to be totally acceptable and can be conditionally accepted ten (10) percent of the payment will be withheld until all items are corrected. All items must be corrected within thirty (30) days or the bidder will forfeit the ten (10) percent withholding or the actual costs of repair, whichever is less.
- B.2.3 If any of the SQL Server / Software / Licenses is totally unacceptable, no payment will be made until deficiencies are corrected. The purchaser will not be required to furnish space, labor or material to perform the bidder's responsibilities so as to permit acceptance of SQL Server / Software / Licenses in compliance with this IFB the bidder must remove the SQL Server / Software / Licenses at his expense.
- B.2.4 Delivery and acceptance of the SQL Server / Software / Licenses will not release the bidder from liability for a repair of faulty workmanship or materials found after final payment has been made.

B.3 Warranties

- B.3.1 The bidder has an obligation to ensure that the SQL Server / Software / Licenses are covered by a warranty. The bidder shall make every effort to assure that all obligations defined under all warranties applicable to the SQL Server / Software / Licenses or any subpart are fulfilled.
- B.3.2 The warranty time period(s) shall begin on the date the SQL Server / Software / Licenses is accepted by the purchaser.
- B.3.3 The bidder shall identify the name and location of the party that will perform warranty work for each warranty applicable to the SQL Server / Software / Licenses. If the bidder opts to have work for any of the warranties performed by a

capable party to be selected at a later date by the purchaser, this should be indicated by the bidder as part of the bid in lieu of naming specific locations.

- B.3.4 All warranties shall provide, at a minimum that all replacement materials and repairs (including labor) needed due to defects in material or workmanship will be furnished and installed promptly without charge.

B.4 Termination

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

B.4.1 Termination for Convenience

The purchaser may terminate this contract, in whole or in part, at any time by written notice to the contractor. 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 purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.

B.4.2 Termination for Default

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 contracts, or if the contractor fails to comply with any other provisions of the contract, the purchaser 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 later determined by the purchaser 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 purchaser, 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.

B.4.3 Termination for Lack of Funds

The purchaser may terminate this contract, or any part of it, because of non-availability to the purchaser of funds required under the terms of this contract, by serving notice of termination upon the contractor. In such event, the contractor shall be paid, from available funds, in accordance with the provisions of B.4.1, above.

C. Bid Forms

The following items are to be completed and furnished by the bidder as part of his/her bid. Failure to submit any of these items may lead to disqualification of the bid.

C.1 Bid Proposal Form

C.2 Federal Model Clauses (attached)

D. Technical Specifications

E. Federal Model Clauses Required

BID PROPOSAL FORM

To: Rural Transit Enterprises Coordinated Inc. (RTEC)

100 E. Main Street, Mount Vernon, KY 40456

In compliance with your Invitation for Bid (IFB), of which this Bid Proposal Form is a part, for solicitation of bids to be opened on **March 14, 2023** the undersigned proposes to furnish all labor, equipment, and materials as listed below and perform all work for furnishing same in accordance with the above-referenced IFB:

<u>Description of Item</u>	<u>Unit Price</u>	<u>Total Price</u>
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The SQL Server / software / licenses will be delivered to the purchaser within (Note: ARC is not acceptable) _____ days from the date upon which this purchase contract is signed below by the purchaser.

Total Bid Price (Excluding Tax)



The undersigned acknowledges receipt of the addenda to the IFB:

Addendum No. _____, dated _____

Addendum No. _____, dated _____



I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder, partner, or officer or employee of the bidding corporation having authority to sign on its behalf;
2. That the bid(s) covering the above-mentioned IFB has been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the IFB, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the opening of the bid or bids.

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3. That the bidder is legally entitled to enter into the contracts in the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 and 164.390, and;
4. That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

1. My agreement or collusion among bidders or prospective bidders which restrain, tend to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

Name of Individual, Partnership, or Corporation

Address

Authorized Person (Print or Type)

Authorized Signature

Title of Authorized Person

Date



Contracting Officer (Print or Type)

Authorized Signature

Title of Contracting Officer

Date of Award