KENTUCKY STATE UNIVERSITY
REQUEST FOR BID (RFB)
FOR Elite Hydraulic Dovetail Gooseneck Trailer

RFB 24-005

Inspiring Innovation.
Growing Leaders.
Advancing Kentucky.

Issue Date: September 29, 2023

Question Deadline: October 6, 2023 @ 4:30 P.M. EST

Closing Date and Time: October 27, 2023 @ 2:00 P.M. EST

Issued by:
Christa Hardin
Kentucky State University
400 East Main Street
Academic Services Building (ASB), Suite 429
Frankfort, KY 40601
502-597-6657
purchasing@kysu.edu

Section 1
Scope of Contract
Kentucky State University issues this solicitation to establish a contract to provide one (1) 20+10 Elite Hydraulic Dovetail Gooseneck 25.9K on air ride suspension with accessories described in Section 2 (Bid Specifications). This equipment will be located at the Kentucky State University Environmental Education Center and used for Extension and education workshops, professional development training, and related natural resources projects of Kentucky State University.

Section 2
Bid Specifications
Kentucky State University is seeking one (1) 20+10 Elite Hydraulic Dovetail Gooseneck 25.9K on air ride suspension with the following accessories,

- Hydraulic Jacks
- Deck on the neck
- Two Underbody toolbox
- 14 PLY tire upgrade

This equipment unit will be located at KSU's EERC, 1371 Dixie Highway Pleasureville, KY 40057.

Section 3
Purpose
The purpose of this solicitation is to request vendor responses in order to provide the requested services under contract to the University as needed.

Section 4
General
This solicitation specifies requested items. It is not the intention of this solicitation to eliminate vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that these requested items are written around specific needs of Kentucky State University. The University reserves the right to consider bids non-responsive if they do not comply with the specifications contained herein.

Section 5
Initial Contract Period
The contract established from this solicitation shall be for the initial period of the date of contract award through June 30, 2024.

Section 6
Renewal Clause – Not Applicable
This contract may be extended at the completion of the initial contract period for two (2) additional one-year periods. This extension must have the written approval by all parties. If the contract resulting from this solicitation provides for an optional renewal period, Kentucky State University reserves the right to renegotiate any terms and/ or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 7
Exceptions to Specifications

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Otherwise, it will be considered that items/services offered are in strict compliance with these specifications, and the successful bidder shall be held responsible for delivering materials/services that meet these specifications. Any exceptions shall be marked as such within the body of the bid and explained on a separate page. The University is not bound to accept any exceptions.

Section 8
Alternate Brands/Specifications

Unless otherwise specified, brands and specifications referenced in this solicitation are meant to establish a minimum standard of quality only. Bidders may bid brands/ specifications they consider to be equal by specifying the brand(s)/specifications and inserting the brand name(s), model number(s), etc. on which they are bidding. Bids offering "equal" products/specifications will be considered for award if such products are clearly identified in the bid and are determined by Kentucky State University to meet or exceed fully the minimum essential specifications and salient characteristics referenced in the Solicitation. Bids that contain products/specifications that fail to meet the minimum essential requirements shall be deemed non-responsive. Bidders who propose alternate brands/specifications should enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in a non-responsive bid. If the brands are not changed, the contract will be written accordingly and the successful bidder shall be required to deliver the brands/specifications stated in the solicitation.

Section 9
Recycle Requirements

Prospective bidders are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330.

Section 10
Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Electronic Bid submittal is the vendor's agreement to be bound by the terms of all addenda issued.

Section 11
Entities to be served

This contract shall be for use by Kentucky State University.
A contract resulting from this solicitation, with the consent of Kentucky State University and the vendor, may be offered to other entities requiring the product(s) or service(s).

Section 12
Solicitation Submission Requirements

A. Disposition of Proposals
   All proposals become the property of Kentucky State University. The successful proposal shall be incorporated into the resulting contract by reference.

B. Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Purchasing Buyer.

C. Submission of RFB Response
Each qualified vendor shall submit only one (1) proposal. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

Any Addenda or instructions issued by the Purchasing Buyer prior to the proposal deadline shall become a part of this RFB. Such addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a properly issued addendum. It is the vendor's responsibility to check the web site for any modifications to this solicitation.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

D. Format and Submission of RFB Response
Proposals shall be submitted to the contact listed on the cover page of the RFB. Proposals shall be submitted by the RFB Closing Date and Time (both are identified on the cover page of this RFB).

ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED.

The outside cover of the package containing price proposal shall be marked:

RFB 24-005
PRICE PROPOSAL
VENDOR NAME
CLOSING DATE AND TIME

All price proposals must be received no later than the closing date and time listed on the cover page of this RFB. All price proposals shall remain valid for a minimum of six (6) months after the proposal due date.

The Vendor shall submit the following as part of the RFB response:

1. The completed Cost Form – The vendor should follow any instructions on the Cost Form (See Attachment A). Cost proposals shall not be accepted unless it is submitted using the Cost Form.
2. The signed Affidavit- Attachment C

Kentucky State University is exempt from paying sales or use taxes, except on those items and/or purchase transactions that are specifically exempted by law.

Costs for developing the proposals are solely the responsibility of the offerors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor. In addition, the offeror is prohibited from making multiple proposals in a different form.

Section 13
Method of Award
Best Value – Ranking Approach

Kentucky State University intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

An evaluation committee, or a designated individual, will evaluate the information provided by the vendor in response to the established measurable criteria contained in the solicitation.

MEASURABLE CRITERIA	
Price	**90 Points**
Total Years in Business	**10 Points**
TOTAL POINTS	**100 Points**

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Vendor.

A bidder shall submit one (1) response to a solicitation and shall not propose more than one (1) price for each item listed in the solicitation, except for requested tier pricing. Multiple or alternate bids offering more than one (1) bid price in total or by line item shall be rejected.

Vendors responding with the minimum Best Value requirements in this solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information will impact the evaluated points awarded to the vendor.

A. PRICE (90 Points)
The bidder with the lowest Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 90 points is allocated to the lowest Price criteria for this procurement, bidder “A” bids $3.00 as the lowest bidder and receives the maximum 90 points ($3.00 / $3.00 = 1.00 x 90 = 90). Assume bidder “B” is the next lowest bidder at $4.00, then “B” receives 67.5 points ($3.00 / $4.00) = .75 x 90 = 67.5).

B. YEARS IN BUSINESS (10 Points)
The bidder shall clearly state the number of years in business for requested services. Years in business should only include years in business within the United States. One (1) year in business is the minimum requirement for this criteria. Points are only given to bidders who meet or exceed the one (1) year requirement. The bidder with the greatest number of years (not to exceed 20 years for evaluation purposes) receives the maximum number of points. The bidder with the next largest number of years, receives points by dividing the next largest number of years in business by the largest number of years in business and multiplying that percentage by the available points. For example, 10 points is allocated to the largest number of years of business, for this procurement, bidder “A” bids 20 years as the bidder with the largest number of years in business and receives the maximum of 10 points (20 / 20 = 1.00 x 10 = 10). Assume bidder “B” is the bidder with the next largest number of years in business

at 15 years, then “B” receives 7.5 points (15 / 20) = .75 x 10 = 7.5). Documentation verifying the years of business is required before award and should be submitted with the solicitation response. Verification documentation may include such items as Articles of Incorporation, Secretary of State Registration, Certificate of Assumed Name filed with the County Clerk, Business or Financial Records showing proof of purchase of business/company.

Best Value scoring is subject to Reciprocal preference for Kentucky resident bidders (KAR 200 5:410).

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494. As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and (2) "Public agency" has the same meaning as in KRS 61.805.

Past Vendor Performance related to past or current contracts with Kentucky State University may be considered in the award of this Contract. Vendors with a record of poor performance in the last twelve (12) months may be found non-responsive and ineligible for award.

Section 14
Tax Exempt Status
Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this solicitation.

Section 15
Vendor Terms and Conditions
Solicitation or quotation forms that include terms and conditions not in conformity with the terms and conditions of this solicitation or the Statutes of the Commonwealth of Kentucky may be deemed non-responsive. Kentucky State University shall not be bound by any part(s) of the bidder’s response to this solicitation that contains information, options, conditions, terms, or prices neither requested nor required in the solicitation. In the event of any conflicts between the specifications, terms and conditions indicated by Kentucky State University and those indicated by the contractor, those of Kentucky State University take precedence. The contract supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

Section 16
Post Contract Agreements
The resulting contract shall constitute the entire agreement between Kentucky State University and awarded contractor. The University shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this solicitation or offer. Any such documents so obtained will be nonbinding on the University and will be cause for breach of contract.

Section 17
Quantity Basis of Contract – Estimated Quantities
Any and all quantities mentioned in this solicitation are purely estimates, and are not to be implied nor inferred as being guarantees. Kentucky State University is obligated to buy only that quantity needed during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 18
Cancellation Clause – 30 Day Notice
Kentucky State University may cancel the contract established from this solicitation by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Notification of Contract Cancellation from Kentucky State University canceling the contract.

Section 19
Service Performance
All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the University's responsibility to ensure that such services rendered are performed and are acceptable. The relationship between the University and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of Kentucky State University for any reason.

The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract. Major deviations of services performed will not be made without the written approval of Kentucky State University. Problems that arise under any aspect of performance should first be resolved between the vendor and the University main point of contact for day to day operations. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to Kentucky State University General Counsel for settlement.

Section 20
Addition or Deletion of Items or Services
Kentucky State University reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this solicitation. Kentucky State University will issue a contract Amendment to effect this change. Until such time as the vendor receives a contract Amendment, the vendor shall not accept Delivery Orders referencing such items or services.

Section 21
Agreement between Parties
By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation.

It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from Kentucky State University. Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the solicitation, will not be accepted. The only terms and conditions acceptable to Kentucky State University are as outlined in the solicitation. Bids not conforming will be considered as non-responsive.

Section 22
Governmental Restrictions
In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Kentucky State University in writing, indicating the specific regulation which requires such alterations. Kentucky State University reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 23
Payments
The vendor shall be paid, upon the submission of proper invoices at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 24
Inspection
All supplies, equipment and services shall be subject to inspection or tests by Kentucky State University prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the University shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

Section 25
Inquiries
All questions shall be submitted in writing by October 6, 2023 by 2:00 PM EST to the Kentucky State University Purchasing Buyer listed below. No questions shall be accepted after the date(s) listed unless the question(s) is considered material to the procurement. The University shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the Kentucky State University public website. SUBMIT QUESTIONS ON ATTACHMENT B – VENDORS' QUESTION FORM

Sole Point of Contact
The Kentucky State University Purchasing Buyer listed below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail), concerning this procurement shall be addressed to:

Kentucky State University Purchasing Buyer
Christa Hardin
Finance and Administration
Purchasing Department
400 East Main Street
Carroll Academic Services Building, Suite 241
Frankfort, KY 40601
(502) 597-6657
purchasing@kysu.edu

Restrictions on Communications
From the issue date of this solicitation until a contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any Kentucky State University concerning this solicitation except: The Kentucky State University Purchasing Buyer cited in this solicitation via written questions submitted to the Purchasing Buyer.

Potential bidders should clearly understand that any verbal representatives made or assumed to be made during any oral discussions held between representatives of potential bidders and any Kentucky State University employee or official are not binding on the University. For violation of this provision, Kentucky State University shall reserve the right to disqualify the bid/proposal.

Section 26
Subcontracts
The contractor is not permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract

Section 27
Federal Tax Exempt Purchases by Kentucky State University
Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, Kentucky State University shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by Kentucky State University. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, Kentucky State University will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 28
EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to Kentucky State University projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

Section 29
Governing Law
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against Kentucky State University on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Section 30
Protest
Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Section 31
Access to Records
Kentucky State University certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract."

The Contractor, as defined in KRS 45A.030, agrees that Kentucky State University shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Section 32
Registration with the Secretary of State by a Foreign Entity
Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030: https:// apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424 therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318, the foreign entity should identify the applicable exception in its solicitation response.

Foreign entity is defined within KRS 14A.1-070:
https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474

Businesses can register with the Secretary of State at: https://www.sos.ky.gov/bus/business-filings/OnlineServices/Pages/default.aspx

Section 33
Accessibility
Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations

set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 34
Funding Limitations
If any or all responses received exceed the amount of funding available, the Kentucky State University, reserves the right to cancel this RFB.

Section 35
Provisions for Termination of the Contract
Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 36
Disclosure of Violation of Statutes
Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

Section 37
Discrimination
(Effective April 8, 2015) Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the

said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the University may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 38

ALL PROVISIONS OF THIS SOLICITATION (RFB 22-002) SHALL BE PART OF ANY RESULTING CONTRACT.

Attachments

Attachment A – Cost Form
Attachment B – Vendor Question Form
Attachment C – Affidavit