



## INVITATION TO BID

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

<b>INVITATION NO.:</b>	<b>KCT-00732</b>	<b>RETURN ORIGINAL COPY OF BID TO:</b>
<b>Issue Date:</b>	November 17, 2009	<b>KCTCS PURCHASING DEPARTMENT 300 NORTH MAIN STREET VERSAILLES, KY 40383</b>
<b>Method of Award:</b>	Low Per Item	
<b>Purchasing Officer:</b>	Sheila Miller	
<b>Phone:</b>	(859) 256-3297	
<b>Bids are invited on the following:</b>	<b>Cummins Engine Training Module</b>	

**IMPORTANT: SEALED BIDS MUST BE RECEIVED BY Dec 3, 2009, 4:00 PM EST**

1. Sealed Bids for furnishing the following will be received by the Purchasing Department, KCTCS, VERSAILLES, Kentucky, until the date and time stated above. **Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope. FACSIMILE BIDS WILL NOT BE ACCEPTED.**
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of two (2) bids may result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. Bids will be rejected unless filled out in ink or on typewriter and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. **Do Not Quote Sales Tax.** (...continued on following page.....)

**SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.  
ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**

**THIS AREA MUST BE COMPLETED**

DELIVERY TIME (ARO):	NAME OF COMPANY	PHONE:
BID FIRM THROUGH:	NO. & STREET	FAX:
PAYMENT TERMS: NET 30 DAYS MUST ACCEPT PURCHASE ORDERS	CITY, STATE & ZIP CODE	
F.O.B. DELIVERED ALL DELIVERY CHARGES INCLUDED IN PRICES SHOWN	SIGNATURE	DATE:
FEDERAL ID NUMBER (EIN):	TYPED OR PRINTED NAME	
EMAIL:		

In submitting this bid, it is expressly agreed that, upon proper acceptance by Kentucky Community and Technical College System of any or all items bid, a contract shall thereby be created with respect to the items accepted.

**BIDS MAY ALSO BE VIEWED AT OUR WEBSITE: <http://www.kctcs.edu> VENDORS, OPPORTUNITIES TO BID**

**All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website: <http://www.kctcs.edu> VENDORS, KCTCS General Terms and Conditions or you may request a copy be mailed to you by contacting the Purchasing Department at 859-256-3325.**

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and has 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 Invitation to Bid, designed to limit independent bidding or competition;
3. That 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 bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with KCTCS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.096, and 42.990, and;
5. That I have fully informed myself regarding the accuracy of the statement made above.

NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends 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 of 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 nor more than twenty thousand dollars.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a bid on this invitation agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to KCTCS by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a bid on this Invitation, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b), that prohibits maintaining segregated facilities.

INSTRUCTIONS TO BIDDERS:

Bidder's response on the following items must include full identification of the item(s) proposed, and be accompanied by descriptive literature, etc., to enable the purchaser to evaluate qualifications of the item(s) proposed as equal to those specified. **ALL ALTERNATE QUOTATIONS MUST BE ACCOMPANIED BY COMPLETE LITERATURE AND SPECIFICATIONS TO EVALUATE ALTERNATE QUOTE AS EQUAL TO THAT SPECIFIED. FAILURE TO PROVIDE SUFFICIENT INFORMATION WILL BE CAUSE FOR REJECTION OF THE BID.**

When a Bidder proposes to furnish the exact item specified, he shall cite, beside the item, or use the Mfg. & Model No. Proposed blank that follows the line item as follows:

1. If bidding the manufacturer and model number specified in this Invitation, write in "AS SPECIFIED".
2. If bidding an alternate model, identify by manufacturer's number and model.
3. If bidding a private label model, identify as private label and show stock number.

**ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**

METHOD OF AWARD

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid on a Low Per Item basis. In the event no satisfactory bids are received, we reserve the right to award on a group award basis. Separate purchase orders may not be issued unless there is a savings of at least \$25.00 to KCTCS.

**Scope**

You are invited to bid on the following Cummins Engine Training Module for the Kentucky Community & Technical College System (KCTCS), **Big Sandy Community & Technical College**, 150 Industrial Dr., Hager Hill, KY 41222 and **Elizabethtown Community & Technical College**, 620 College Street Rd. Elizabethtown KY 42701 - **One for each college**.

**Equipment**

Attached is the list of items required. All equipment proposed and delivered by the successful vendor must be "New and Current Model(s)". No used equipment or demonstrator models will be acceptable. All serial number tags, FCC approval numbers, model numbers, etc. must be affixed on each piece of equipment at the time of delivery. Equipment will be inspected and rejected if these numbers are not affixed or have been altered.

**Alternates**

**No Alternates will be accepted for this bid**

**Delivery**

All items are to be shipped **F.O.B. Destination, all freight/destination charges included in the price**. The successful vendor will be responsible for all equipment while in transit. Any freight claims will be the responsibility of the vendor. The College will reject any damaged shipments and immediate notification will be given to the vendor.

**Method of Award**

Award will be made based on Low Per Item to the responsive and responsible vendor who meets the Terms, Conditions, and Specifications of this Invitation to Bid. Bidders should state their earliest guaranteed delivery time.

**Bid Submittal**

Bids must be received no later than the date and time show on the front page of this Invitation to Bid. All bids must be received in a sealed envelope/package clearly identified with the Invitation to Bid Number in the lower left corner.

**Kentucky Sales and Use Taxes**

Sales of tangible personal property or services to the State of Kentucky and its constitutional agencies are not subject to state sales or use taxes.

**Inspection**

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

**Compliance with Federal Requirements**

Where this procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatory applicable and which are not presently set forth elsewhere in this solicitation. Office of Management and Budget Circular A-102, Appendix "O" requires but is not limited to, compliance with the following provisions;

(1) All contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

(2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

(3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act 33

U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant.

**Rejection of Bids**

KCTCS reserves the right to reject any and all bids when it is in the best interest of KCTCS to do so.

**Warranty**

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the college upon delivery of the equipment or product.

**Oral Discussions**

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any College employee or official are not binding on the Kentucky Community & Technical College System or its colleges.

**Compliance With State Laws**

Any contracts or orders placed as a result of an offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

**Payments**

The successful vendor shall be paid, upon the submission of proper invoices to KCTCS as shown on a resulting Purchase Order, at the prices stipulated upon delivery and acceptance. Unless otherwise specified payment will not be made for partial deliveries accepted.

**Multiple Bids**

Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this Invitation to Bid. Bidders must determine their single best offering based on the quality specified. Bids not conforming to this requirement will be rejected.

**Questions**

All questions are to be submitted to the Purchasing Department **not later than seven (7) days prior to bid opening**, via fax (859-256-3124) or email (preferred) to: [sheila.miller@kctcs.edu](mailto:sheila.miller@kctcs.edu)

**Post Contract Agreements**

The resulting contract and KCTCS Purchase Order shall constitute the entire agreement between the parties. Unless contractually provided, KCTCS will not be required to enter into nor sign any additional agreements, leases, company orders or other documents to complete or initiate the terms of a contract that may result from an award of this Invitation to Bid. Any documents obtained shall be non-binding on KCTCS and may be considered a breach of contract.

**FORM OF PROPOSAL**

Including but not limited to the following specifications.

FOR DELIVERY TO: BIG SANDY COMMUNITY & TECHNICAL COLLEGE, 150 INDUSTRIAL DR.  
HAGER HILL, KY 41222

<u>ITEM</u>	<u>QTY</u>	<u>MODEL/DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	1	<p><b>2010 ISX Cummins Engine Training Module, including Inline 5 Kit and Insite Software</b></p> <p><b>To be built with the following specifications:</b></p> <ul style="list-style-type: none"> <li>-9In (15lb. C channel with for truck access from the rear and sides only</li> <li>-Fork truck tubing should be 4In X 8 In X1/4 In wall box tubing</li> <li>-Fuel tank (11 gauge steel) with stand pipes on supply and drain</li> <li>-Radiator support should handle weight of Radiator and CAC</li> <li>-Control Panels are Laser Lettered with letters filled with color so switch descriptions stand out and are legible</li> <li>- Post 07 modules must have stainless pipes</li> <li>-To include shipping cage</li> <li>- Sub-base and all hardware to mount engines and components should be powder coat painted</li> <li>-Batteries and starter cables</li> <li>-Fuel plumbing, pre-filters and priming pumps</li> <li>-Radiator to cool. Mount cooling fans, fan clutch and shrouds</li> <li>-CAC to be mounted</li> <li>-Batteries and starter cables</li> </ul>		
	1	Inline 5 kit		
	1	Cummins Insite Software (annual subscription)		
		<b>Total cost for all of the above</b>		\$ _____

MANUFACTURER/MODEL Bidding \_\_\_\_\_

WARRANTY \_\_\_\_\_

Shipping Item 1 \$ \_\_\_\_\_

<b>TOTAL FOR ITEM 1 – INCLUDING SHIPPING</b>	<b>\$</b> _____
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Including but not limited to the following specifications.

**FOR DELIVERY TO: ELIZABETHTOWN COMMUNITY & TECHNICAL COLLEGE, 620 COLLEGE STREET RD. ELIZABETHTOWN, KY 42701**

\*\*\* PLEASE NOTE: TRAINING MODULE FOR ELIZABETHTOWN **DOES NOT INCLUDE** - - - the Inline 5 kit OR the Cummins Insite Software (annual subscription)

<u>ITEM</u>	<u>QTY</u>	<u>MODEL/DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2	1	<p><b>2010 ISX Cummins Engine Training Module</b></p> <p><b>To be built with the following specifications:</b></p> <ul style="list-style-type: none"> <li>-9In (15lb. C channel with for truck access from the rear and sides only</li> <li>-Fork truck tubing should be 4In X 8 In X1/4 In wall box tubing</li> <li>-Fuel tank (11 gauge steel) with stand pipes on supply and drain</li> <li>-Radiator support should handle weight of Radiator and CAC</li> <li>-Control Panels are Laser Lettered with letters filled with color so switch descriptions stand out and are legible</li> <li>- Post 07 modules must have stainless pipes</li> <li>-To include shipping cage</li> <li>- Sub-base and all hardware to mount engines and components should be powder coat painted</li> <li>-Batteries and starter cables</li> <li>-Fuel plumbing, pre-filters and priming pumps</li> <li>-Radiator to cool. Mount cooling fans, fan clutch and shrouds</li> <li>-CAC to be mounted</li> <li>-Batteries and starter cables</li> </ul> <p><b>Total cost for all of the above</b></p>		<p>\$ _____</p>

**MANUFACTURER/MODEL Bidding** \_\_\_\_\_

**WARRANTY** \_\_\_\_\_

**Shipping Item 2** \$ \_\_\_\_\_

<b>TOTAL FOR ITEM 2 – INCLUDING SHIPPING</b>	<b>\$</b> _____
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