



LKLP
Community
Action

Invitation for Bid (IFB)

Weatherization 4X4 Truck

LKLP Community Action Council, Inc.

LKLP CAC, Inc. hereby gives notice that it will receive sealed bids to purchase the following:

1 (One) 4X4 Truck for our Weatherization program.

Rules on Responsiveness:

Bids will be required to be submitted in a sealed envelope to:

**Cena Whitaker
LKLP CAC, Inc.
398 Roy Campbell Drive
Hazard, KY 41701**

Deadline for Bids: **Friday, October 7, 2022 2:00 p.m. EST.** Bids received after the deadline will not be considered.

All inquiries or clarifying questions may be directed to Cena Whitaker at cena.whitaker@lklp.net or (606) 435-7973. Bids must be mailed or hand delivered. No emailed or faxed bids will be accepted. Original Bids must be signed by an authorized company representative.

The bids submitted will be effective for ninety (90) calendar days following the submittal date.

All bids must meet LKLP's specifications as further described in the Technical Specifications of the Bid Packet. A copy of the IFB packet will be available at the above address between the hours of 8:00 a.m. and 4:30 p.m. EST or call/email Cena Whitaker at cena.whitaker@lklp.net or (606) 435-7973 to request a copy to be mailed or emailed. Also, the IFB packet will be available on our website at www.lklp.org.

Bids must include:

1. Brief statement describing your firm and the warranty options you can provide including components that may not be covered under warranty.
2. Descriptions, photographs, or any other information of the product describing how it meets the specifications required including proposed interior floor plan showing detailed dimensions.

3. Information on highway and city miles per gallon and useful life for the vehicle in miles and salvage value at the end of useful life.
4. Complete price of product including inspections, delivery, warranty, and taxes.
5. Delivery Schedule. Consideration may be given to delivery schedule in determining the lowest and best bid.

Items to be provided upon Delivery:

1. All warranty verification voucher's certificates or coupons.
2. Operator's manual for vehicle and all add-on equipment.
3. A minimum of 10 gallons of fuel in each vehicle.
4. A vehicle that is clean, lubricated, serviced and ready for immediate use.
5. Any maintenance and inspection schedules for the basic vehicle and its subsystems and any add-on equipment.

Selection/Award Process:

All bids will be reviewed and evaluated. The selection/award of a bid is made to the lowest responsive and responsible bid. All submitting organizations will be notified in writing of the firm selected. LKLP reserves the right to reject any and all bids.

LKLP has no geographical preference in regards to this IFB.

Protests:

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the Appeal Procedures.

IFB Notices:

1. LKLP CAC, Inc. is a private, nonprofit organization. It is exempt from all Sales Tax. All supplies will be purchased via purchase orders.
2. LKLP is an Equal Opportunity employer and service provider. LKLP encourages minorities and small businesses to apply.
3. In accordance with USDOT/FTA requirements, brand names, or equal descriptions, are used as a means to define the performance or other salient characteristics of procurements. In the IFB, even if the phrase or approved equal is inadvertently omitted, it is implied after any brand name.
4. The Contractor and 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.

5. The vehicle and all parts shall be new, and in no case will used, reconditioned, or obsolete parts be accepted.
6. No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior approval.
7. If the vehicle is 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 by the purchaser, whichever is less.
8. If the vehicle is totally unacceptable, no payment will be made until deficiencies are corrected. If the deficiencies cannot be corrected on the purchaser's property, the bidder must remove the vehicle at his expense.
9. Delivery and acceptance of the vehicle will not release the bidder from liability for a repair of faulty workmanship or materials found after final payment has been made.

Termination:

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

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 closeout costs, and profit on work performed up to time of termination. The contractor shall promptly submit its termination claim to the purchaser to be paid to 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.
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 provision of the contract, the purchaser may terminate this contract for default.

Termination shall be executed 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 the purchaser later determines that the contractor had an excusable reason for not performing, such as 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.

Minimum Specifications for 4x4 Truck:

1. Four wheel drive.
2. 4 Door Crew Cab
3. Minimum Warranty: Bumper to Bumper 3 years/36,000 miles
4. Gasoline requirement – Regular unleaded
5. Rubberized vinyl floor covering

