

# **INVITATION TO BID**

# **TYPE I AMBULANCE**

# **SPECIFICATIONS**



**Bids Due: February 15, 2023 at 3:00 pm CST**

### **Invitation for sealed bid**

Hancock County Fiscal Court is accepting sealed bids for a Type 1 Ambulance. Bids will be accepted at the Hancock County Judge Executive's Office, 225 Main Cross St., PO Box 580, Hawesville, KY 42348 until 3:00 pm CST, February 15, 2023, and then publicly opened and read aloud in the Fiscal Court Room, 3<sup>rd</sup> floor of the Hancock County Administration Building, 225 Main Cross Street, Hawesville, KY 42348. Late, electronically submitted or facsimile bids will NOT be accepted. All bids RECEIVED MUST BE SEALED AND LABELED: "**AMBULANCE BID**".

Specifications and Proposal Forms may be obtained by contacting Sage Young, Hancock County Judge Executive's Office, 270-927-8137 or [sage.petrie@hancockky.us](mailto:sage.petrie@hancockky.us).

Hancock County Fiscal Court reserves the right to waive any informalities or reject any or all bids.

### **AMBULANCE BID REQUIREMENTS**

It is the intent of these specifications to describe the minimum requirements for Type I ambulance for Hancock County EMS.

1. The bid price shall be submitted to:  
Attn: Ambulance Bid  
Hancock County Fiscal Court  
P.O. Box 580  
225 Main Cross Street  
Hawesville, KY 42348
2. Bid price shall not include any federal or state taxes.
3. Bidder shall furnish a separate letter, which will fully explain the conditions of warranty and or guarantee.
4. Bidder shall submit complete manufacturer's specifications and descriptive literature for the unit that is being bid. Bidders must submit two digital and two paper copies.
5. Any deviations from the attached specifications shall be noted in writing by the bidder. When variations are not stated clearly, it will be understood the bidder proposed to meet all details of the specifications.

Any questions please call Damian Rice at 270-927-1311.

## 1. Administrative Guidance

- 1.1. Hancock County Fiscal Court is inviting interested and qualified ambulance manufacturers to submit a proposal for the manufacture of a new commercially produced Type I newly construction or demo ambulance. This manufacture will be in accordance with the specifications and requirements listing within the request for proposal (RFP). Pending the identification of a qualified manufacturer and acceptance of proposal.
- 1.2. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified bidders with sufficient basic information to submit proposals meeting minimum specifications and test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the details, qualifications and proposals to give additional evidence of their ability to perform and provide a vehicle as described in this RFP.
- 1.3. Each Bidder is required before submitting a proposal to be thoroughly familiar with the requirements and specifications listed in this RFP. Additional allowances will not be made due to bidder's lack of knowledge relating to the terms, conditions and specifications contained within this RFP. It is the responsibility of the bidder to determine if any component of this specification is unsafe or does not meet the required standards of applicable Kentucky State requirements and/or those of Federal Specifications. The bidder shall thoroughly explain any unsafe or poorly designed criteria contained within this RFP to the purchaser in the bid proposal. Many of the requirements in these specifications exceed federal designs. Copies of the latest edition of Federal KKK and/or CAAS and testing must be included with the bid.
- 1.4. Submission of Proposal
  - 1.4.1. Interested bidders are required to submit two (2) digital and two (2) paper copies of their proposal.
  - 1.4.2. Proposals shall be marked with the label "**Attn: Ambulance Bid.**" If the proposals are sent by mail, the bidder shall be responsible for actual delivery of the proposals to the proper address.

## 2. General Information and Conditions

- 2.1. The RFP is designed for the specification, engineering, design, construction and delivery of an ambulance and is not the intention of the County to write out dealers or manufacturers of similar or equal equipment of the types specified. It should be noted that the specification is written around the defined and specified needs of the Hancock County EMS. The acceptance of an RFP and the awarding of a contract will be given to the bidder, which at the County's sole discretion, is both responsive and responsible and comes closest to meeting these specifications for the lowest price.
- 2.2. The Hancock County Fiscal Court reserves the right to:
  - 2.2.1. Increase the number of vehicles, equipment quantities and the configuration that is required and defined under this RFP. Other governmental agencies may join in a resultant award from this invitation to bid and may purchase from of the awarded bid if they so desire.
  - 2.2.2. Waive any informalities, irregularities, and technicalities of procedure.
  - 2.2.3. Require the bidder, prior to awarding this contract, to submit evidence of the manufacturer's qualifications as the County deems necessary, and consider any evidence available to it of the financial, technical, or other qualifications and abilities of the manufacturer, including past performance on contracts of this type with other agencies.
  - 2.2.4. Reject any or all quotations and to select quotations based on the needs of the County. No quotation may be withdrawn for a period of sixty (60) days following the date of bid opening. No charges of any kind will be allowed unless specifically made part of your quotation and are specified in your response.

### 3. Minimum Requirements

#### 3.1. Bidding and Proposals

- 3.1.1. Proposals will only be considered from manufacturers that have an established reputation in the field of ambulance construction and that have been building ambulances for a minimum of ten (10) years.
- 3.1.2. The bidder shall show the production of a minimum of 50 vehicles of the type, class, and chassis listed herein.
- 3.1.3. Proposals that allow the trade-in of the replaced ambulance and provide the highest values may be preferred over others.

#### 3.2. Warranty

##### 3.2.1. Vehicle

- 3.2.1.1. The successful bidder shall provide a 36 month/36,000-mile vehicle warranty which covers defective parts and or components of its manufacture, the improper choice of materials, parts and or components, improper design or engineering and poor or improper workmanship or quality control techniques. This warranty shall cover the complete vehicle and shall include any and all costs for labor and parts or materials that are required to correct any and all deficiencies. It is not the intent of this requirement that routine preventative maintenance items such as light bulbs, filters, tires, brake linings, windshield wiper blades, etc. be covered. A sample of this warranty shall be submitted with the bidder's proposal.
- 3.2.1.2. The chassis manufacturer shall provide a warranty of not less than 3 years or 36,000 miles on the engine, climate control systems, cooling system, starter, alternator, steering, axle, and power train components.

##### 3.2.2. Modification

- 3.2.2.1. The manufacturer shall warranty the structural integrity of the modular body for a period of not less than 15 years. This warranty shall be in writing and shall be submitted with the bidder's proposal.
- 3.2.2.2. The manufacturer shall provide a conversion electrical system warranty, covering components of the electrical system, for the lifetime of the vehicle. It is not the intent that routine preventative maintenance items such as light bulbs, etc. be covered. A sample of the electrical system warranty shall be included with the bid proposal.

##### 3.2.3. Paint

- 3.2.3.1. The manufacturer shall provide a paint warranty for not less than 10 years. This warranty will consist of 100% coverage throughout the 10-year period specifically related to faults of manufacturing or material quality (ex. paint quality, corrosion, electrolysis, etc.)

#### 3.3. Inspection Trips (optional if Demo accepted)

##### 3.3.1. Pre-Construction

- 3.3.1.1. There shall be a required pre-construction conference before any construction can begin. At this meeting, all parties shall again go over the specifications to ensure that the apparatus is built to meet or exceed all requirements. After this meeting, the representative of the successful bidder shall present the County with detailed drawings and a work order to be used in the production of the apparatus being bid.

#### 3.4. Pre-Delivery Service

- 3.4.1. Bid prices must include all necessary dealer preparation applicable to new equipment prior to final delivery to the purchaser. The dealer shall provide and/or complete the following services:
  - 3.4.1.1. Proposal Compliance - Inspect ambulance for compliance with proposal.
  - 3.4.1.2. Fluid Levels - Inspect for correct capacities of the following: engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear end fluid.

- 3.4.1.3. Visual Inspection - Inspect tires and wheels for proper pressure and lug nut torque. Tighten any loose hardware and repair minor paint scratches or chips.
- 3.4.1.4. Check doors for correct adjustment.
- 3.4.1.5. Electrical Inspection - Operate all lights, sirens, and other electrical accessories.
- 3.4.1.6. Road Test - Run a road test operating all electrical loads for several minutes.
- 3.4.1.7. Fuel Tank - Fuel tank shall be filled prior to final delivery.
- 3.4.1.8. Cleaning / Detailing - The ambulance shall be thoroughly washed and detailed at the dealership prior to final delivery. This includes removal of any metal shavings.

3.5. Delivery

- 3.5.1. The vehicle and its equipment may be accepted at the pre-delivery inspection, if not accepted at the pre-delivery inspection it would then be delivered to the Hancock County EMS. The vehicle will not be scheduled for delivery prior to authorization by the County. Delivery must be by the manufacturer’s/dealer’s employee or arranged commercial carrier. Transporter must carry full insurance equivalent to industry acceptable standard amounts providing coverage for the employee and the vehicle.

3.6. Service

3.6.1. Extended Service

- 3.6.1.1. For any extended service within the primary or extended warranty period, where the ambulance is located at the ambulance manufacturer’s service center, the manufacturer must provide a loaner ambulance free of charge for use during the extended service period.

4. Vehicle Requirements and Specification

- 4.1. General Design and Requirements (bidder will provide a detailed summary of all chassis specifications, options and modifications).
  - 4.1.1. Type I Ambulance with pass through
  - 4.1.2. The County requests that the bidder provide details for each of the following chassis manufacturers, that the bidder may use to manufacture this Type I Ambulance on the **BID SHEET**. (If a bidder uses another chassis type, please provide info)

Chassis	Make	Fuel Type	Wheelbase	Payload	Ambulance Cost
Ford F350					
Ford F450					
Chevy 3500 HD					
Dodge 3500					
Dodge 4500					
Freightliner 3500					

- 4.1.3. Preference to diesel engine
- 4.1.4. Dual rear wheels
- 4.1.5. Ambulance preparation package
- 4.1.6. Larger displacement/horsepower engine option (if offered by chassis manufacturer)
- 4.1.7. Engine block heater activated/operated by shore power
- 4.1.8. 4-wheel ABS, 4-wheel disc brakes
- 4.1.9. Seat belt warning system
- 4.1.10. Automatic transmission
- 4.1.11. Full width, aerodynamic, chrome plated steel bumper
- 4.1.12. Front and rear sway bars

- 4.1.13. Forged polished aluminum wheels (front and rear) or simulated cover
- 4.1.14. Central locking system with remote keyless entry (both cab and module) – A hidden power unlock switch shall be installed in the grill area
- 4.1.15. Backup camera system
- 4.1.16. Alternator must discharge a minimum of 320 amps
- 4.1.17. Horizontal exhaust discharge forward of driver's side rear axle
- 4.1.18. Paint match to current apparatus OEM White (Demo Negotiable)
- 4.1.19. Block heater receptacle socket
- 4.1.20. Liquid Springs suspension – on Truck and Chassis' above load height
- 4.1.21. Auxiliary air conditioning system for patient compartment
- 4.1.22. Mirrors powered
- 4.1.23. Install custom document/binder holder in cab between seats (specs to be determined at prebuild)
- 4.1.24. Summer switch for block heater
- 4.2. Chassis Interior
  - 4.2.1. Cab signs "NO SMOKING OXYGEN EQUIPPED" and "FASTEN SEATBELTS"
- 4.3. Chassis Exterior
  - 4.3.1. Sound proofing and rust prevention undercoating
- 4.4. Electrical System
  - 4.4.1. Inverter/Battery charger (Vanner Lifestar 20-1050CUL-DC w/rem or equivalent) with optional 55-amp battery charger. The inverter shall be equipped with an automatic transfer relay which disconnects the inverter when the shore power is applied.
  - 4.4.2. Multiplexed electrical system
  - 4.4.3. Electrical system (front and rear) with selectable switch/buttons by either switch or touch screen
  - 4.4.4. Portable equipment charging circuits
  - 4.4.5. Rear module disconnects switching
  - 4.4.6. Shoreline power plug (Kussmaul 30 Amp Auto disconnect) mounted driver side (exact location to be determined at pre-build)
  - 4.4.7. Three (3) 125 Volt AC outlets in module interior (exact location to be determined at pre-build)
  - 4.4.8. One (1) 12 Volt outlet in module interior
  - 4.4.9. One (1) Dual USB Plug in module interior
  - 4.4.10. Dielectric grease used on all wiring connections
- 4.5. Audio Warning Devices
  - 4.5.1. Dual Primary Siren – Whelen 295SL100 or equivalent with dual CPI front bumper mounted siren speakers (actual location determined at pre-build conference) with monitoring circuits.
  - 4.5.2. Secondary Siren – Whelen Howler or equivalent low frequency warning system
  - 4.5.3. Buell dual emergency horns 10" and 12" installed below front bumper, each side. The compressor shall be installed in the storage compartment.
- 4.6. Visual Warning Devices
  - 4.6.1. LED lighting package with monitoring circuits (exact setup determined at prebuild)
  - 4.6.2 No stop, tail, turn, reverse shall be integrated into rear kick panel
- 4.7. Body Design and Construction Components
  - 4.7.1. Body size 150" (minimum) x 96". 72" interior headroom preferred. Loading height from ground to deck/floor of the module where cot and cot retention system sit must be 34" when vehicle unloaded.
  - 4.7.2. Aluminum body, .125" skin minimum, welded seam construction.
  - 4.7.3. Maximum emphasis upon safety with design/construction
  - 4.7.4. Eberhard "free floating" latches or equivalent for all exterior body compartment doors

- 4.7.5. Nylon and epoxy-based electrolysis barriers used between all dissimilar metals (ex. stainless steel and aluminum) used in frame rails, hinges, door handles, lighting, etc.
- 4.7.6. Sound deadening insulation applied between walls, floors, and underbody
- 4.7.7. Interior noise levels should not exceed 80 decibels when vehicle in operation
- 4.7.8. Floor reinforcement for Stryker power loading system
- 4.7.9. Body Design to be discussed after bid and drawing submitted
- 4.7.10. Bumper, rear with 7" Diamondback flip-up step or equivalent (Yellow)
- 4.7.11. Assist handle - exterior adjacent to side entry door (exact location/size/material determined at pre-build)
- 4.8. Rear Body Patient Entry Doors
  - 4.8.1. Rear entry doors, 50" W x 63" H, dual handles
  - 4.8.2. Door panel, rear entry doors, three-piece aluminum (match cabinets) & stainless
  - 4.8.3. Assist handle, rear entry, 1.25" x 45 degree, yellow preferred
- 4.9. Windows
  - 4.9.1. Sliding window, side entry door
  - 4.9.2. Fixed windows, rear entry doors
- 4.10. Exterior Compartment Components
  - 4.10.1. Exterior compartments with "Sweep Out" design
  - 4.10.2. Exterior compartments, gas charged door hold opens
  - 4.10.3. Exterior O2 vent - on O2 compartment door
  - 4.10.4. Exterior Compartments, Lok-Tyle floor & shelves
  - 4.10.5. Rear Door Grabbers, CPI"Grabber" at bottom of door, Grabbers can accommodate up to a 145-degree angle
  - 4.10.6. Door seals, automotive closed cell gasket or equivalent
  - 4.10.7. Stainless Steel Door Sills - All Exterior Compartments
  - 4.10.8. Exterior Compartment Lights, LED
  - 4.10.9. O2 Tank Mount, Zico #QR-MV Bracket or equivalent - "M" & Misc. in oxygen compartment
  - 4.10.10. Shelves and dividers mounted according to current diagrams
- 4.11. Interior Patient Compartment Components
  - 4.11.1. Aluminum cabinets, welded construction and mounting preferred (wood construction will be considered)
  - 4.11.2. LED lighted interior cabinet sizes determine at prebuild
  - 4.11.3. Polycarbonate cabinet glass
  - 4.11.4. Latches for all flip up cabinet doors
  - 4.11.5. Cleanout latches for all sliding cabinet doors
  - 4.11.6. Exhaust fan
  - 4.11.7. Solid surface countertop
  - 4.11.8. Portable oxygen bottle storage with mounts determined on pre-build
  - 4.11.9. IV holders, four (4) Cast Products #2008-1, ceiling mounted (exact location to be determined at pre-build)
  - 4.11.10. Type 1 Cab/Body pass through with sliding window
  - 4.11.11. ALS cabinet to have three shelves on uni-strut
  - 4.11.12. ALS cabinet to have a minimum of 2 (2) 125 Volt outlets (exact location to be determined at pre-build)
  - 4.11.13. Cot mount, Stryker Power-LOAD cot fastener system to be mounted according to Stryker specification.
  - 4.11.14. 2 Ceiling handrails standard full length, yellow antimicrobial coated preferred



- 4.11.15. There shall be a yellow safety head bumper located over the module to cab walkthrough door, side entry door header and the rear entry door header. Yellow safety vinyl preferred.
- 4.11.16. Safety net at the head of the curbside configuration, by the side entry door.
- 4.11.17. There shall be one (1) pull out drawer on either side of the CPR seating area.
- 4.11.18. Suction System - One (1) RICO RS4 electrically controlled suction system shall be installed in the patient compartment. The outlet shall be on the action area wall with the control in the rear switch panel. The canister shall be recessed below the action area. The suction pump shall be located behind the street side cabinetry and be easily accessible for maintenance. It shall be securely mounted with rubber pads to eliminate any unnecessary noise. A vacuum indicator gauge ranging from 0 to 760 mm Hg shall be provided.
- 4.12. Interior Color Selection
  - 4.12.1. Cabinetry – White
  - 4.12.2. Upholstery - black (match current units)
  - 4.12.3. Countertop (exact color specification to be determined)
  - 4.12.4. Flooring - Color to be Lon plate II #424 Gunmetal or equivalent
- 4.13. Patient Compartment Seating- Seating shall have seating harnesses
  - 4.13.1. Attendant seat - EVS1880 HiBac Child Safe - 2-pos swivel or equivalent with seatbelt attachment indicator and sensor
  - 4.13.2. CPR seat shall provide a minimum 24" wide seating space.
  - 4.13.3. Squad bench with storage beneath and backrest
  - 4.13.4. Patient compartment doors must be fitted with magnetic door switches .The side door switch must operate one (1) bank of interior lights on low and passenger side floodlight. Rear door switch must operate one (1) bank of the interior lights and the two (2) rear facing loading lights.
- 4.14. Medical Oxygen and Environmental Systems
  - 4.14.1. Oxygen system, 3000 liters minimum
  - 4.14.2. Oxygen compartment interior access with hinged view window
  - 4.14.3. Ohio style oxygen outlets
  - 4.14.4. Oxygen outlets, four (4) two (2) action area, one (1) squad bench, one (1) ceiling
  - 4.14.5. Weldon Vista (or equivalent) internal digital O2 content gauge. (Window to Oxygen compartment to view manual gauge will suffice)
  - 4.14.6. Oxygen shut-off, electric solenoid with manual bypass
  - 4.14.7. Ducted HVAC through ceiling along length of patient compartment
  - 4.14.8. Digital thermostat operating HVAC system
- 4.15. Communication and Loose Equipment
  - 4.15.1. Radio antenna pre-wire, VHF radio, power, ground & coax (exact locations determined at prebuild)
  - 4.15.2. DOT triangles, ship loose
  - 4.15.3. (2) 5lb Fire Extinguisher
  - 4.15.4. (2) Streamlight LED
  - 4.15.5. Vehicle operator's manual, hard cover binder
  - 4.15.6. New vehicle owner's manual
  - 4.15.7. Electrical schematics
  - 4.15.8. On Spot Chain System
  - 4.15.9. Technimount Cardiac Monitor Base to be installed in monitor area to be discussed at pre-build
  - 4.15.10. Digital Clock, Driver and Step Indicator Lights Digital clock, rear step indicator light, driver intention indicator lights (direction, brakes) located in padding above the rear doors. A digital clock shall be installed in the patient compartment. It shall display seconds and integrates indicator lights for rear step position and driver intention and be flush mounted in the protector above the rear doors.

4.16. Paint and Graphics

- 4.16.1. Body surface preparation with corrosion inhibitor
- 4.16.2. Body paint color, single color, OEM White, Demo negotiable
- 4.16.3. Graphics, reflective, match current configuration, (exact height to be determined at pre-build)
- 4.16.4. Unit number decals to match current configuration (exact sizes determined at pre-build)

**Any numeric that you, the bidder, uses a different item than listed, please provide that info typed on a sheet labeled “BID SPEC DIFFERENCES”. Make sure to reference the numeric listed for that item.**

5. DEMO Ambulance

- 5.1. If submitting bid using a demo please provide info of Chassis, Warranty on Ambulance and Chassis, and any items different from listed through this bid spec. This info should be submitted typed on a sheet labeled “**Ambulance Bid DEMO**”. Make sure to note the corresponding numeric listed in this bid spec.

BID SHEET  
Type I AMBULANCE with INDICATED CHASSIS

TO THE HANCOCK COUNTY FISCAL COURT:

In compliance with the invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish and deliver the item or items upon which prices are quoted, at the price set opposite each item, delivery to be affected as ordered.

List info. and price for One (1) Type I Ambulance with each of the indicated chassis that the bidder may use to manufacture this Type I Ambulance per specifications. (If a bidder uses another chassis type, please provide info.)

Chassis	Make	Fuel Type	Wheelbase	Payload	Ambulance Cost
Ford F350					
Ford F450					
Chevy 3500 HD					
Dodge 3500					
Dodge 4500					
Freightliner 3500					

Option 1 - Stryker Power-PRO XT Cot 6506 with Knee-Gatch: \$ \_\_\_\_\_

Option 2 – Locking Narcotic Refrigerator: MedixSafe MS1-Hid Narcotics Safe Installed in location decided at pre-build conference. \$ \_\_\_\_\_

Option 3 - Zone Defense 360 with MDVR: \$ \_\_\_\_\_

Guaranteed delivery date: \_\_\_\_\_

Certification is made hereby that the materials offered above are in compliance with all specifications, and conditions here of

Company name: \_\_\_\_\_

By (Signature of Officer of Company): \_\_\_\_\_

Printed Name of Company Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Exceptions to specifications have been requested and are documented. \_\_\_\_\_ YES \_\_\_\_\_ NO

COUNTY OF HANCOCK  
NON-COLLUSIVE BID STATEMENT

The undersigned bidder, having fully informed herself/himself regarding the accuracy of the statements made herein, certifies that:

The 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, and

The contents of the bid 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, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for purposes of including the Hancock County Fiscal Court to consider the bid and make an award in accordance therewith.

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

BIDDER REFERENCES  
AND  
INFORMATION REFERENCES

The bidder is required to complete the following forms to enable the County to make an informed decision as to the bidder’s experience, skill, available financial resources, credit and business standing.

COMPLETE the following:

1. Number of years the bidder has been engaged in the manufacture of ambulance apparatus:  
\_\_\_\_\_years.
2. List dollar volume of ambulance vehicle sales for the 2022 calendar year: \$ \_\_\_\_\_.
3. List emergency service apparatus presently under construction by the bidder, & dollar volume of the contract, not to exceed five (5):

Customer 1) \_\_\_\_\_ Amount \$ \_\_\_\_\_

Customer 2) \_\_\_\_\_ Amount \$ \_\_\_\_\_

Customer 3) \_\_\_\_\_ Amount \$ \_\_\_\_\_

Customer 4) \_\_\_\_\_ Amount \$ \_\_\_\_\_

Customer 5) \_\_\_\_\_ Amount \$ \_\_\_\_\_

Has the bidder ever failed to deliver work awarded? If so, state customer name and reason therefore: \_\_\_\_\_

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4. Major Material Suppliers:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

5. List name, address and telephone number of repair facility nearest the Purchaser:

Chassis: \_\_\_\_\_

\_\_\_\_\_

Body: \_\_\_\_\_

\_\_\_\_\_

6. List name, address, and telephone number of parts depot nearest the Purchaser:

Chassis: \_\_\_\_\_

\_\_\_\_\_

Body: \_\_\_\_\_

\_\_\_\_\_

7. Give the name and address of factory where apparatus will be manufactured:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. List name, address and telephone numbers of five (5) municipalities who have taken delivery of vehicles you have manufactured.

1) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

2) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

3) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

4) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

5) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Date: \_\_\_\_\_

## Kentucky Preference Laws

The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

**\*Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.**

### Reciprocal preference for Kentucky resident bidders

#### **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.

#### **KRS 45A.492 Legislative declarations.**

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

#### **KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.



**Determining the residency of a bidder for purposes of applying a reciprocal preference**

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

**Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.**

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder-affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS****REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS****FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
  - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

**FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

- II. Each contractor further swears and affirms under penalty of perjury, that:
  - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
  - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

\_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING  
RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
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Title	Date
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Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_

(Affiant)                      (Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]                      My commission expires: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a “qualified bidder” in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular “qualified bidder” status claimed by the bidding entity.

\_\_\_\_\_ A nonprofit corporation that furthers the purposes of KRS Chapter 163

\_\_\_\_\_ Per KRS 45A.465(3), a “Qualified nonprofit agency for individuals with severe disabilities” means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_

\_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_