



**CITY OF
COVINGTON
KENTUCKY**

REQUEST FOR PROPOSALS

Fleet Vehicles and Financing

Sub-Part I Introduction

Issued: April 25, 2016

NOTICE TO BIDDERS

ISSUING ENTITY: CITY OF COVINGTON, KENTUCKY

PUBLICATION DATE: Monday, April 25 2016

DUE DATE AND TIME: Friday May 27, 2016 at 3:00PM EST

STAFF CONTACTS:

Steve Hedger, Fleet Manager, shedger@covingtonky.gov

Larisa Sims, Assistant City Manager for Development, lsims@covingtonky.gov

Donald Warner, Assistant City Solicitor, dwarner@covingtonky.gov

LOCATION: Submit Six (6) copies of the Proposal Binder in a sealed package with following statement: **“COVINGTON FLEET RFP-DO NOT OPEN WITH REGULAR MAIL”**

City of Covington, Kentucky
1st Floor, Finance Window
20 W. Pike Street
Covington, Kentucky 41011

REVIEW: All bids will be forwarded to the Selection Committee and reviewed according to the evaluation criteria specified within each Sub-Part.

SCHEDULE

EVENT	DATE
RFP Issued	April 25
Pre-Bid Meeting	May 9 at Covington City Hall 3:00PM
Deadline to submit intent to bid	May 13
Deadline for clarification	May 20
Deadline to submit Proposals	May 27

ADDITIONAL SUB-PARTS

Sub-Part I Introduction

All Bidders **must** complete separately.

Sub-Part II Light Duty Vehicles

Bidders **may** complete if relevant.

Sub-Part III Pursuit Rated Vehicles

Bidders **may** complete if relevant.

Sub-Part IV Ambulances

Bidders **may** complete if relevant.

Sub-Part V Fire Apparatus

Bidders **may** complete if relevant.

Sub-Part VI Finance

Bidders offering financing or Financing Partnership Bidders **must** complete separately.

**CITY OF COVINGTON, KENTUCKY FLEET
REQUEST FOR PROPOSALS (“RFP”)**

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SECTION 1 GENERAL DEFINITIONS

- 1.1 “**Authorized Representative**” shall mean any agent of a Bidder who is authorized by the relevant governing or organizational documents of that entity to bind the business to contracts and obligations.
- 1.2 “**Best Value Bids**” shall mean the bids that the City, in its sole discretion, determines provide the best value to the City based upon the relevant criteria set forth in each Sub-Part.
- 1.3 “**Bidder**” shall mean any individual, firm, partnership, company, or other entity that submits a proposal in response to any Sub-Part
- 1.4 “**Bidder Types**” shall mean the following types of Bidders contemplated under this RFP, who may submit a Proposal for any or all of the Sub-Parts. **All Bidders should review this Section to determine the appropriate Bidder type and establish how to proceed.**
- a. “**Equipment Only Bidder**” shall mean a Bidder that submits a proposal to provide the Equipment and only the Equipment for any of the Vehicles contemplated under any corresponding Sub-Part. The relevant Sub-Parts for Equipment Only Bidders include:
 - i. Sub-Part II-Light Duty Equipment
 - ii. Sub-Part III-Pursuit Rated Equipment
 - b. “**Financing Partner Bidder**” shall mean a Bidder that is able to provide any Vehicles or Equipment under any Sub-Part and has a partnership or partnerships with a financing entity to finance vehicles and/or equipment. The relevant Sub-Parts for Financing Partnership Bidders include:
 - i. Sub-Part II-Light Duty Vehicles and Equipment
 - ii. Sub Part III-Pursuit Rated Vehicles and Equipment
 - iii. Sub-Part IV-EMS/Ambulance
 - iv. Sub-Part V-Fire Apparatus
 - v. Sub-Part VI- Finance Options (All Bidders providing financing or having financing partnerships **must** complete this Sub-Part separately).
 - c. “**Finance Only Bidder**” shall mean a Bidder that is able to provide financing for any or all of the Vehicles and Equipment contemplated under this RFP. The relevant Sub-Parts for Finance Only Bidders include:
 - i. Sub Part VI-At the commencement of Phase II, the City will provide interested **Finance-Only Bidders** with a schedule of Vehicles and Equipment to obtain financing quotes.
 - d. “**Fleet Management Bidder**” shall mean a Bidder that is able to provide both Vehicles and Equipment as well as financing for Vehicles and Equipment as a part of a fleet management program. The relevant Sub-Parts for Fleet Management Bidders include:
 - i. Sub-Part II-Light Duty Vehicles and Equipment
 - ii. Sub Part III-Pursuit Rated Vehicles and Equipment
 - iii. Sub-Part IV-EMS/Ambulance
 - iv. Sub-Part V-Fire Apparatus

- v. Sub- Part VI- Finance Options-**In order to be considered for a Final Award, any Finance Partner must separately submit a financing proposal under Part VI.**
 - e. **“Vehicle and Equipment Bidder”** shall mean a Bidder that is able to provide both Vehicles and Equipment under any Sub-Part(s) but does not have a Financing Partnership and is not a Fleet Management Bidder. The relevant Sub-Parts for Vehicle and Equipment Bidders are:
 - i. Sub-Part II-Light Duty Vehicles and Equipment
 - ii. Sub Part III-Pursuit Rated Vehicles and Equipment
 - iii. Sub-Part IV-EMS/Ambulance
 - iv. Sub-Part V-Fire Apparatus
 - f. **“Vehicle Only Bidder”** shall mean a Bidder that is able to provide only the Vehicles under any Sub-Part but not any Equipment and not the Financing. The relevant Sub-Parts for Vehicle Only Bidders are:
 - i. Sub-Part II-Light Duty Vehicles and Equipment
 - ii. Sub Part III-Pursuit Rated Vehicles and Equipment
 - iii. Sub-Part IV-EMS/Ambulance
 - iv. Sub-Part V-Fire Apparatus
- 1.5 **“City”** shall mean the City of Covington, Kentucky, a municipal corporation of the home rule class with a principal place of business at 20 W. Pike Street, Covington, KY 41011.
- 1.6 **“Finance Agreement”** shall mean any agreement entered into between the City and a Best Value Bidder to finance vehicles under any Sub-Part of this RFP.
- 1.7 **“Final Agreement”** shall mean the final expression of the Parties’ intent based upon the terms and conditions set forth in this RFP, the terms and conditions in any Part for which the Bidder submits a Proposal, the specifications in any Part for which the Bidder submits a Proposal, and the terms and conditions in any Bidder’s Proposal.
- 1.8 **“Final Award”** shall mean any award approved by the Covington Board of Commissioners for the acquisition and financing of vehicles and equipment under any Sub-Part.
- 1.9 **“Non-Responsive Proposal”** shall mean any proposal that fails to substantially comply with the requirements of this RFP.
- 1.10 **“Prevailing Bidder(s)”** shall mean the Bidder or Bidders to whom the City makes an award based upon their proposal based upon the determination that said proposal provides the City with the Best Value.
- 1.11 **“Selection Process”** shall mean the process through which the Final Award shall be made to the Prevailing Bidder or Prevailing Bidders.
- 1.12 **“Sub-Part”** shall mean Parts II (“Light Duty Vehicles”), III (Pursuit Rated Vehicles”), IV (“Ambulances”), V (“Fire Vehicles”), and VI (“Vehicle Financing”) of the RFP and all documents contained in each Sub-Part.

SECTION 2 INTRODUCTION.

- 2.1 **Purpose.** The City of Covington (the “City”) intends to procure certain vehicles and equipment for its fleet. Included in the City’s current needs are vehicles for the Fire Department, Police Department, EMS, and the Department of Public Improvements. To

this end, this Proposal is divided into six Sub-Parts with four Sub-Parts (Sub-Parts II-V) corresponding to a required vehicle types and one Sub-Part pertaining to financing the procurement of the vehicle types (Sub-Part VI). Bidders providing complementary services may form partnerships to submit joint Proposals under multiple Sub-Parts.

2.2 **Selection Process Format:** The City shall conduct the Selection Process according to the following guidelines:

2.2.1 **Phase I: Vehicles, Equipment, AND Financing.** During Phase I, Bidders are invited to submit Proposals under any Sub-Part, including the Light Duty, Pursuit-Rated, Ambulance/EMS, Fire Apparatus, and Financing Sub-Parts. Any Bidders submitting proposals for multiple Sub-Parts **must separately respond to each Sub-Part.** At the close of Phase I, Covington Staff will evaluate all Bids according to the corresponding criteria and determine whether to recommend any Final Awards to the Board of Commissioners.

2.2.2 **PHASE II-Finance Only.** During the Finance Only Phase, the City will provide a schedule of Vehicles and Equipment to Finance-Only Bidders.

2.3 **Final Awards.** The City may make Final Awards for any Sub-Part at the conclusion of Phase I or Phase II. All Final Awards will require legislative approval by the Covington Board of Commissioners. Upon making a Final Award the City shall reject all other Bids submitted for that Sub-Part.

2.4 **Submission Location.** Proposal Binders will be received at the office of The City of Covington Finance Department, which is located at **20 W. Pike Street, Covington, KY 41011** and referred to the Selection Committee for review according to the relevant criteria under each Sub-Part.

2.5 **Timeline.** Subject to revision by the City of Covington, the RFP shall take place according to the following schedule:

EVENT	DATE
RFP issued	Monday April 25, 2016
Pre-Bid Meeting	Friday May 9, 2016
Deadline to Submit Intent to Bid	Friday May 13, 2016
Deadline to Submit Proposals	Friday May 27, 2016

2.6 **Questions and Answers.** Throughout the Selection Process, Bidders may submit clarifying questions related to the RFP via email to designated members of the Covington Staff. Staff will answer all questions and maintain a question and responses list, which shall be distributed to all Bidders throughout the Selection Process via email. The Staff contacts for each Sub-Part are as follows:

Sub-Part	Name	Contact
GENERAL SUBMISSION QUESTIONS	Donald Warner	dwarner@covingtonky.gov
LIGHT DUTY VEHICLES	Steve Hedger	shedger@covingtonky.gov
PURSUIT RATED VEHICLES	Steve Hedger	shedger@covingtonky.gov
AMBULANCE/EMS	David Geiger	dgeiger@covingtonky.gov

FIRE APPARATUS	Chris Black	cblack@covingtonky.gov
FINANCE	Lisa Desmarais	ldesmarais@covingtonky.gov

- 2.7 **Late Proposals.** Absent evidence that the cause of the delay was beyond a Bidder's control, Proposals submitted after the above deadlines shall be rejected and deemed Non-Responsive.
- 2.8 **Evaluation.** A committee, or committees, of qualified City Staff from relevant departments shall evaluate all Proposals to determine the Bid for each Part that provide the Best Value. Value shall not be determined according to price alone and shall take into consideration factors such as skill, capacity, quality, reputation and other evaluation criteria under each Sub-part.
- 2.9 **Site Visits/Test Drives/Demonstrations:** For any Proposal submitted under any Sub-Part, the City may request test drives, interviews, demonstrations, and/or the opportunity to ask additional questions of Bidders as deemed necessary during the Selection Process. The City may require additional information from Proposers after the Proposal due date as necessary to complete the Selection Process. The City will schedule test drives of vehicles after proposals have been received. The City may elect not to test drive all vehicles.

SECTION 3 FORM OF SUBMISSION

- 3.1 **Proposal Binder.** Every Proposal must be submitted on the blank forms attached to each Sub-Part and included in a three-ring binder (the "Proposal Binder") under the corresponding tabs. The Proposal Binder must be contained in a sealed package and submitted to the Location and pursuant to the Deadlines provided above. The outside of the sealed package must read "Covington Fleet Proposal—DO NOT OPEN WITH REGULAR MAIL."
- 3.2 **Incomplete Submissions.** Failure to submit ALL forms and information required in this RFP may be grounds for disqualification, subject to the discretion of the City.
- 3.3 **Written Submissions.** Any information provided shall not be official unless reduced to writing by the City. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification.
- 3.4 **Costs of Preparation.** The City of Covington is not responsible for any cost incurred in the preparation of this RFP.
- 3.5 **Corrections** No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by an Authorized Representative.
- 3.6 **Discrepancy in Specifications.** Should a Bidder find any discrepancy in or omissions from the specifications, or be uncertain as to their meaning, the Bidder shall at once notify Staff who will send written instructions to all Bidders.
- 3.7 **Certification of No Conflict.** By submitting its Proposal, Bidder certifies that no employee of his/hers, any affiliate or sub-consultant, has bribed or attempted to bribe an officer or employee of the City.

SECTION 4 INTRODUCTORY BIDDER INFORMATION

All Bidders **must** provide the following information under **TAB I-A** of the Proposal Binder:

- 4.1 **Bidder Information Form.** Each Bidder **must** complete and include the **INTENT TO BID AND BIDDER INFORMATION FORM** that is attached to the end of this Sub-Part I. The

INTENT TO BID AND BIDDER INFORMATION FORM must be emailed to lsims@covingtonky.gov by no later than May 13, 2016 at 3:00PM and included in the Proposal Binder under **TAB I-A**.

- 4.2 **Entity Information**. All Bidders must include the following information:
- a. The Articles of Incorporation of the entity with which the City shall contract for the delivery of the services contemplated herein; and a copy of Bidder's Certificate of Good Standing as issued by the Kentucky Secretary of State shall be included in the Proposal Binder under **TAB I-A**.
 - b. A document that summarizes the Bidder's history, mission statement, customer service policies, and other background information that supports that the Bidder has the qualifications to deliver the services in accordance with the specifications required of this RFP shall be included in the Proposal Binder under **TAB I-A**.
 - c. A one-page organizational chart that illustrates the Bidder's current organizational structure shall be included in the Proposal Binder under **TAB I-A**.

The Entity Information shall be included in the Proposal Binder under **TAB I-A**.

- 4.3 **Non-Collusion Affidavit**. Each Bidder must include an executed Non-Collusion Affidavit in the form attached to this packet, under **TAB I-A** of the Proposal Binder.
- 4.4 **Bid Bond**. Each Bidder must complete the attached Bid Bond form and post ten percent (10%) of the total amount bid to secure its offer. The Bid Bond shall be included in the Proposal Binder under **TAB I-A**.
- 4.5 **Master Bid Checklist**. Each Bidder must complete and include the Master Bid Checklist that is attached to this Sub-Part to confirm the submission of all required materials. The Master Bid Checklist shall be included in the Proposal Binder under **TAB I-A**.

SECTION 5 GENERAL TERMS AND CONDITIONS

In addition to any terms and conditions that Bidder accepts under any Sub-Part, the Selection Process and any Final Agreement between the City and a Prevailing Bidder shall be governed by the following General Terms and Conditions:

OFFERS; QUOTES; BIDS

- 5.1 **Prices Offered**. Bidders shall provide both unit price and extended total upon the **MASTER BID WORKSHEET** provided under each Sub-Part. Prices must be stated in units of quantity provided in the Sub-Part Specifications. In case of discrepancy in computing the amount of the quote, the Unit Price quoted will govern. In addition to the quotes provided on the **MASTER BID WORKSHEET**, Bidders may submit alternate quotes on additional **MASTER BID WORKSHEETS**, which tie items together or which are based upon certain volume thresholds. The Final Award shall take into consideration all variations proposed.
- 5.2 **Modification or Withdrawal of Quotation**. A modification of a bid already received will be considered only if the modification is received prior to the time announced for receipt of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications shall be in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered. Any Bidder may withdraw its bid by giving written notice to the City Clerk at the place such bids are to be received and at any time **prior** to the time that bids are to be received.

- 5.3 **Single Model or Style.** Each Bidder may only extend offers based upon a single model or style, which the Bidder determines will meet the specifications. Bidders must determine for themselves which model or style to offer.
- 5.4 **Irrevocable Offer.** Any bid may be withdrawn up until the date and time set above for submission of the Bid. Any quote not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 180 days to provide to the City the goods or services set forth in the attached specification until one or more of the bids have been duly accepted by the City.
- 5.5 **Errors in Bids.** Bidders or their Authorized Representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Bids; failure to do so will be at the Bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Bidders. In case of error of extension of prices in the bid, the unit price shall govern.
- 5.6 **No Bid.** If not submitting a bid, respond by returning the "Statement of No Bid" attached to this packet no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the Bidder's name from the bid mailing list.

CITY'S RIGHTS

Under this Request for Proposals the City shall have the following rights:

- 5.7 **Right to Substitute or Modify Specifications.** Throughout the Selection Process, the City shall have the right, in its sole discretion, to modify the specifications provided herein. Such modification shall include the ability to add, substitute or remove vehicles or equipment from each Sub-Part for any reason.
- 5.8 **Right to Modify Selection Process.** The City reserves the right at any time to modify or suspend any and all aspects of the Selection Process, including, but not limited to the entire RFP or any Sub-Part of the Selection Process in or subsequent to the RFP
- 5.9 **Cancellation.** It is the intention of the City of Covington to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the Prevailing Bidder to satisfy the requirements of the City of Covington shall be reason for termination of the Final Award. Any bid may be rejected in whole or in part for good cause when in the best interest of City of Covington.
- 5.10 **Quality Terms.** The City of Covington reserves the right to reject any or all goods if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.
- 5.11 **Budgetary Constraints; Modification.** The City of Covington reserves the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
- 5.12 **The Right to Audit.** The Prevailing Bidder agrees to furnish such supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three years after final payment.

INTERPRETATION

- 5.13 **"Or Similar" Interpretation** When a particular manufacturer's name or brand is specified along with the words "or similar" bids will be considered on other brands or on the product of other manufacturers. On all such bids the Bidder shall indicate clearly the product (brand and model number) on which the Bidder is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Failure to submit the above information may be sufficient grounds for rejection of bid. An item shall be considered similar to the item named or described if it is at least equal in quality, durability, strength, design, and other criteria deemed appropriate; it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchase; and it conforms substantially to the detailed requirements for the item in the specifications.
- 5.14 **Terms and Conditions Incorporated.** In addition to the terms and conditions set forth in this Part I Section 5, the terms and conditions in Parts II (Light Duty Terms and Conditions), III (Pursuit Rated Terms and Conditions), IV (Ambulance Terms and Conditions), V (Fire Apparatus Terms and Conditions), and VI (Finance Terms and Conditions), shall be incorporated in any Final Agreement between the City and the Prevailing Bidder(s). In the event of conflicting terms, the documents shall have the following priority:
1. The Final Agreement
 2. City's Specifications
 3. Sub-Part Terms and Conditions
 4. General Terms and Conditions
 5. Bidder's Specifications and Agreements

LEGAL REQUIREMENTS AND REGULATIONS

- 5.15 **Tax-Exemption.** The City of Covington is exempt from sales tax and Federal Excise Tax Certificate No. 61-6001804.
- 5.16 **Compliance with Legal Requirements.** The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the City in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site.
- 5.17 **Royalties and Patents** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he or she is furnishing. He or she shall defend all suits or claims for infringement of any patent right and shall hold the City of Covington harmless from loss on account thereof and cost and attorney's fees incurred therefore.
- 5.18 **Drug Free Workplace.** The Bidder shall conduct business as a Drug Free Workplace. The Bidder/manufacturer shall provide notice to their employees as required under the Drug-Free Workplace Act of 1988. A copy of the Bidder's Drug-Free Workplace policy shall be furnished to the Purchaser upon request.
- 5.19 **Equal Employment Opportunity Clause.** The City of Covington Kentucky, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, that minority businesses will be afforded full

opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 5.20 **Good Standing.** By submitting its Proposal, Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under any Final Agreement, or which question the legality, validity or enforceability hereof or thereof.
- 5.21 **Occupational License.** Pursuant to Chapter 110 of the Covington Code of Ordinances, any Prevailing Bidder(s) must obtain a City of Covington Occupational License prior to executing a Final Agreement with the City.
- 5.22 **Code of Ethics.** With respect to this RFP, if any Bidder violates or is a party to a violation of the Code of Ethics of the City of Covington Procurement Regulations and/or the Commonwealth of Kentucky statutes, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Covington.
- 5.23 **Open Records.** All Submissions shall be subject to Kentucky Open Records Act, K.R.S. 61.870, et. seq. Any Bidder that wishes to protect certain materials must mark the pages that it wishes to protect with the words **CONFIDENTIAL TRADE SECRETS** and include an explanation of the reasons that the disclosure of the materials would present an unfair advantage to competitors. Upon receipt of an open records request the City shall make every effort to protect any materials so marked, but makes no representation as to any ability to prevent disclosure as all open records decisions are subject to the final decision of the Kentucky Attorney General.
- 5.24 **Legal Requirements.** It shall be the responsibility of each Bidder and supplier to assure compliance with an OSHA, EPA and/or Federal, Commonwealth of Kentucky and City of Covington rules, regulations or other requirements, as each may apply.

INDEMNITY; INSURANCE

- 5.25 **Indemnity.** After Final Award, the Prevailing Bidder(s) shall indemnify and save harmless the City of Covington, its employees and elected leaders from and against all claims, suits, actions, damages, or causes of action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of or as a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the City of Covington as set forth in Kentucky Statutes. The Prevailing Bidder(s) covenant and agree to indemnify and save harmless the City of Covington, its employees and elected leaders and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which the City may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful Bidder(s), his employees, his agents or assigns

- 5.26 **Insurance Requirements.** The Prevailing Bidder(s) must meet the following insurance requirements, which include procuring policies of the types and in the amounts provided below:
- a. **Worker's Compensation.** The Prevailing Bidder must carry a worker's compensation policy in an amount that satisfies the statutory limits under Kentucky Law.
 - b. **General Liability Insurance.** The Prevailing Bidder must carry general liability insurance in an amount not less than \$1,000,000.00 aggregate coverage and \$500,000.00 per incident; and
 - c. **Automobile Insurance.** The Prevailing Bidder must carry automobile insurance in the Commonwealth of Kentucky.

GENERAL TERMS AND CONDITIONS

- 5.27 **Acceptance of Terms and Conditions.** By submitting an RFP, the Bidder acknowledges and agrees to be bound by these General Terms and Conditions.
- 5.28 **Assignment of Contract:** The Prevailing Bidder shall not assign or subcontract any portion of the Contract without the express written consent of the City. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the City shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the City
- 5.29 **No Waiver:** No failure or delay by the City in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the City in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of the City hereunder or shall operate as a waiver thereof
- 5.30 **Authority to do Business.** Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into any Final Agreement for the full term.
- 5.31 **Non-Appropriation.** In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under any Final Agreement, then the City will notify the Prevailing Bidder of such occurrence, and the Final Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Final Agreement are exhausted. No payments shall be made or due to any Prevailing Bidder under any Final Agreement beyond the amounts that are appropriated and budgeted by the City to fund payments hereunder.
- 5.32 **Claims Against the City** In consideration for the right to respond to this RFP, Bidder, waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners, and agents by reason of any or all of the following: any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

- 5.33 **Force Majeure.** Neither party shall be considered in default in the performance of its obligations under any Final Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities or the other party; strikes; lockouts or other industrial disturbances; acts of public enemies; wars; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; and any other similar acts, events, or omissions. When determined that *force majeure* results in a delay of the Work, the date of delivery or performance of any other obligations of the Prevailing Bidder shall be extended for a period of equal duration to the time lost by reason of the delay. Prevailing Bidder shall notify the City in writing within ten (10) calendar days after recognition of the occurrence of any event that Prevailing Bidder believes will result in a delay. In the absence of such notification, Prevailing Bidder waives the right to claim that Work was delayed by the occurrence of such event. If, however, Prevailing Bidder's performance of other obligations is delayed, or it is reasonable to anticipate that performance will be delayed, for a continuous period of six months from the scheduled date for performance, City shall have the right, in its discretion, to cancel the Agreement upon payment to Prevailing Bidder for work performed up to the time of cancellation.
- 5.34 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

INCLUDE IN PROPOSAL BINDER UNDER TAB I-A

**INTENT TO SUBMIT AND BIDDER INFORMATION FORM
COVINGTON FLEET RFP**

INSTRUCTIONS: All Bidders **must** complete and email this form to lsims@covingtonky.gov by no later than May 13, 2016 at 3:00PM EST.

PART I: BIDDER CONTACT INFORMATION

Entity Name: _____ State of Incorporation: _____

Representative Name: _____ Representative Title: _____

Representative Phone: _____ Representative Email: _____

PART II: APPLICATION INFORMATION

Instructions: Please indicate the Sub-Part(s) for which your entity intends to submit responses, including responses that you will be submitting in partnership with a Financing Partner.

- | | |
|--|---|
| Light Duty <input type="checkbox"/> | Ambulance/EMS <input type="checkbox"/> |
| Pursuit-Rated <input type="checkbox"/> | Fire Apparatus <input type="checkbox"/> |
| | Finance <input type="checkbox"/> |

PART III: BIDDER TYPE

Instructions: Based upon the definitions provided in Section 1.3, please indicate the type of Bidder that describes your entity.

Vehicle Only Financing Partnership

Equipment Only **Provide Name of Financing Partner**

Vehicle and Equipment Only Fleet Management Bidder

PART III: ACKNOWLEDGEMENT OF SUBMISSION PROCESS

I have reviewed the above Section 1.3 and determined the Bidder Type that is appropriate based upon the services that my entity and partner, if any, is able to provide. Accordingly, I understand the corresponding timelines and submission requirements for my Bidder Type and will proceed according to the relevant instructions hereunder.

Entity: _____

Submitted by: _____

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BIDDER NON-COLLUSION AFFIDAVIT

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____: SS:
COUNTY OF _____:

_____ being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____,
(Name of Bidder) (Date Bid Submitted)

20__, submitted to _____

_____ a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other Bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said Bidder,

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said Bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;

- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price, or that of anyone else;
- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interest with said Bidder in his business; and
- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

+ + END OF NON-COLLUSION AFFIDAVIT OF BIDDER + +

**SEND TO CITY OF COVINGTON ATTN: Fleet RFP
20 W. PIKE STREET COVINGTON, KY 41011**

BID BOND FORM

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

_____ as Surety, are hereby held and firmly bound
unto the City of Covington, Kentucky as owner in the penal sum of (10% of total

bid)_____for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrator, successors, and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the City
of Covington, Kentucky a certain Bid, attached hereto make a part hereof to enter into a contract
in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said
Bid) and shall furnish a bond for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection
therewith, and shall in all other respects perform the agreement created by the
acceptance of said Bid, then this obligation shall be void, otherwise the same shall
remain in force and effect; it being expressly understood and agreed that the liability
of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by an extension of the time within which the
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year set forth above.

[Signatures Below]

**SEND TO CITY OF COVINGTON ATTN: Fleet RFP
20 W. PIKE STREET COVINGTON, KY 41011**

_____(L.S.)
Principal

Surety

SEAL By:_____

**SEND TO CITY OF COVINGTON ATTN: Fleet RFP
20 W. PIKE STREET COVINGTON, KY 41011**

CITY OF COVINGTON, KENTUCKY
ATTN: Fleet RFP-Statement of No Bid
20 w. Pike Street
Covington, KY 41011

RE: CITY OF COVINGTON FLEET RFP STATEMENT OF NO BID

City of Covington Fleet Selection Committee:

We, the undersigned, have declined to submit a bid for the above-referenced RFP for the following reason(s):

We do not offer this product____

Our policy schedule would not permit us to perform_____

Unable to meet specifications_____

Unable to meet bond requirements_____

Other _____

Sincerely,

**MASTER BID CHECKLIST
INCLUDE IN PROPOSAL BINDER UNDER TAB I-A**

<u>ATTACHMENT</u>	<u>PROVIDED (Y/N)</u>	<u>EXPLANATION If No</u>
Non-Collusion Affidavit (I-A)		
Bid Bond Form (I-A)		
Intent to Submit Bid Form (I-A)		
Articles of Incorporation (I-A)		
Bidder History Statement (I-A)		
Organizational Chart (I-A)		