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REQUEST FOR BIDS RFB # 2016 Slope Mower

Larry Klein, City Manager

City Hall
City of Covington
20 West Pike Street
Covington, KY. 41011

Date Issued:
Telephone: (859) 292-2133
Fax: (859) 292-2137

SEALED BIDS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Finance Department
First Floor Window
City Hall
City of Covington
20 West Pike Street
Covington, Kentucky 41011

BIDS MUST BE SUBMITTED BY: December 9, 2016 at 10:00 a.m.,

Bids shall be sealed in an envelope and clearly marked: **“RFB # DPI 72” Slope Mower BID- DO NOT OPEN WITH REGULAR MAIL”**.

Bids will be opened and read in public by the City Clerk, or her designee, at the above time and date in the Commission Chambers, on the first floor of City Hall.

The bids will be tabulated and referred to the City Manager for recommendation to the Board Of Commissioners. The Board of Commissioners reserves the right to reject any and all bids.

Any information about the bids may be obtained from **Steve Hedger at 859-292-2286**.

- Bids shall be submitted on the forms provided and must be manually signed.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this RFB.

DESCRIPTION: Provide 1 - 2016 Harper 72” ATM-72LC model#800212 or equivalent

Slope Mower for the Department of Public Improvements Fleet Management Division.

See attached General Conditions, Specification and Bid Form for detailed information.

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It is the intent of the City of Covington that this Request for Bids promotes competitive bidding. It shall be the vendor's responsibility to advise the City of Covington Finance Department if any language, requirements, et cet. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Bids to a single source. Such notification must be submitted in writing and must be received by the City of Covington Finance Department no later than three (3) days after the opening date.

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CITY OF COVINGTON INSTRUCTIONS TO BIDDERS

1. Opening Location

The bids will be opened at the City of Covington, Commission Chambers, Covington KY 41011 in the presence of the City Clerk or her designee at the due time and date indicated in the RFB. All bidders or their representative are invited to inquire on the award status information.

2. RFB Delivery Requirements

Any bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have the bid delivered to the City for receipt on or before the due time and date indicated. If a bid is sent by U. S. Mail, the bidder shall be responsible for its timely delivery to the City of Covington. Bids delayed by mail shall not be considered, shall not be opened at the opening, and shall be rejected. Arrangements may be made for return of the bid at the bidder's request and expense.

3. Clarification and Addenda

Each bidder shall examine all Request for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Request for Bid shall be made through the City of Covington, Fleet Management Division in writing or through email. The City of Covington, Fleet Management Division shall not be responsible for oral interpretations given by any City of Covington employee, representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting the bid to contact the City of Covington, Fleet Management Division at Ph. 859-292-2286 to determine if addenda were issued and to make such addendum a part of the bid.

4. Sealed and Marked

Bids shall be sent by mail, shipping company, or hand delivery and shall include one original signed quote in one sealed package, clearly marked on the outside of package: **“RFB # DPI Slope Mower BID – DO NOT OPEN WITH REGULAR MAIL”**. Bids shall be addressed to:

City of Covington
Finance Department
20 West Pike Street
Covington, KY 41011

5. Legal Name and Signature

Bids shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Bidder shall sign the Request for Bid, hereinafter referred to as RFB, in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the quote. Failure to properly sign the bid form shall grounds for invalidation.

6. 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 the person signing the bid.

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7. RFB Expenses

All expenses for making bids to the City of Covington are to be borne by the bidder.

8. Irrevocable Offer

Any bid may be withdrawn up until the date and time set above for opening of the RFB. Any quote not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 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.

9. Reserved Rights

The lowest responsible bidder shall mean that the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City and who is known to be fit and capable to perform the quotation as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Request for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

The City reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement; verification of availability of equipment and personnel; and past performance records.

10. The Right to Audit

The 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.

11. Applicable Laws

All applicable laws and regulations of the Commonwealth of Kentucky and the City of Covington including the City of Covington Procurement Regulations and Procedures will apply to any resulting agreement, contract or Purchase Order. Any involvement with any City's Procurement shall be in accordance with Procurement policies. Any protest shall be submitted within 30 calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

12. Code of Ethics

With respect to this RFB, 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.

13. Collusion

Each Bidder must execute and include a copy of the Non-Collusion Affidavit with its Bid. By offering a submission to this Request for Bids, the bidder certifies the bidder has not divulged, discussed, or compared his quote with other bidders and has not colluded with any other bidder or parties to this RFB whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with this RFB:

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- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into and;
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

14. Contract Forms

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be on forms either supplied by or approved by the City of Covington.

15. Indemnity

After notification of award, the successful bidder 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 successful bidder(s) covenants and agrees 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.

16. RFB Forms, Variances, Alternates

Bids must be submitted on attached City of Covington RFB forms, although additional information may be attached. Bidders must indicate any variances from the City of Covington requested specifications, terms and conditions, on the RFB Affidavit of Compliance form, otherwise bidders must fully comply with the City of Covington requested specifications, terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Manager.

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17. Form of Quotation

All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit executed bid form with other exhibits.

18. Completeness of Quotation

a. Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.

b. When quotations on certain items are optional, bidders shall insert the words "no bid" in the space provided for an item for which no quotation is made.

c. Incorporation in the bid of substantial exceptions to the General Conditions or Special Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the Contract Documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance",

19. Quotations

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer.

20. 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 opening 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 his 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 announced for opening of the bids.

21. 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.

22. No Bid

If not submitting a bid, respond by returning the "Statement of No Bid" 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.

23. Prices Offered

Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the quote, the Unit Price quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

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24. Discounts

Any and all discounts must be incorporated as a reduction in the quote price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

25. Descriptive Information

Unless otherwise specifically provided in the specifications, all equipment, materials, and articles incorporated in the product/work covered by the Agreement are to be new and of the suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, or article or patented process, by trade name, make, or catalog number shall not be construed as limited competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the City of Covington the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City of Covington in evaluating the substitution, and such substitution shall be subject to the City of Covington approval. Substitutions shall be approved only if determined by the City of Covington to be equivalent to the specifications. A quote containing a substitution is subject to disqualification if the substitution is not approved by the City of Covington. Specified items bid shall be identified by brand name, number, manufacturer, and model.

26. Interpretations

Should any bidder have any questions as to the intent of meaning of any part of this bid, the bidder should contact the City Fleet Manager in time to receive a written reply before submitting the bid.

27. "Or Equal" Interpretation

When a particular manufacturer's name or brand is specified along with the words "or equal", 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 equal 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.

28. Deviations to Specifications

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City of Covington to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

29. Samples (if required by Bid Form)

a. The samples submitted by bidders on items for which they have received an award may be retained by the City of Covington until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City of Covington will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City of Covington reserves the right to consume any or all samples for testing purposes.

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c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

d. All sample packages shall be marked "Sample for Fleet Management Division" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

30. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the supplier represents to the City of Covington, the supplier shall pick up the product from the City of Covington at no expense to the City of Covington. Also, the supplier shall refund to the City of Covington any money which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.

31. Quality Terms

The City of Covington reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.

32. Tax-Exemption

The City of Covington is exempt from sales tax and Federal Excise Tax Certificate No. 61-6001804.

33. Awards

a. Unless otherwise stated in the Request for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity of technicality in bids received.

c. The terms within KRS 45A.490 to KRS 45A.494 are hereby incorporated as if stated in full and the City shall apply the reciprocal preference for resident Bidders to the evaluation of bids where applicable.

d. Awards will be made to the Bidder whose quote (1) meets the specifications and all other requirements of the Request for bid and (2) is the lowest and best bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.

34. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by the City of Covington that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

35. Regulations

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.

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36. 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 supplier to satisfy the requirements of the City of Covington shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of City of Covington.

37. 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.

38. 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.

39. Quotation Tabulation

Bidders desiring a copy of the bid tabulation of the Request for Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

40. Budgetary Constraints

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.

41. Additional Purchases by Other Public Agencies

The vendor, by submitting a bid, authorizes other Public Agencies to “Piggy-Back” or purchase equipment and services being proposed in this Request for Bid unless otherwise noted on the Affidavit of Compliance Form.

42. Warranty

The chassis manufacturer shall guarantee to furnish all warranty services gratis at any franchised dealer(s) within 50 miles of Covington, Kentucky. Acceptance of warranty services offered is subject to the approval of the Manager of the City of Covington’s Fleet Management Division. Warranty terms are a critical component of the bids evaluation process and criteria.

43. Questions

Any questions about the bid should be submitted in writing to: Steve Hedger, Fleet Manager, shedger@covingtonky.gov.

NOTE: Any and all special conditions and specifications attached hereto, which vary from the general conditions, shall take precedence.

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CITY OF COVINGTON
INVITATION FOR BID # 2016 Slope Mower
GENERAL CONDITIONS/SPECIAL PROVISIONS

1. Payment Terms

The Bidder shall clearly state its prompt payment discount and net payment terms in the space provided on the City's Bid Form or Proposal page. If this section is not completed, the City will assume terms are net 30 days.

2. Exceptions to Specification

Bidders taking exception to any part or section of the specifications shall indicate such exceptions on the Affidavit of Compliance Form. Failure to indicate any exceptions, shall be interpreted as the bidder's intent to fully comply with the specifications as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in the specifications, may be subject to rejection in whole or in part as nonresponsive.

3. New Products

All Items offered under this Request for Bid shall be new and manufactured by a company whose primary business is the manufacture of the type product requested.

4. Or "Equal" Products

The City is accepting bids for or "Equal" products. Bidders submitting bids for other brands shall be considered.

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**CITY OF COVINGTON
BID FORM – PROPOSAL
RFB # 2016 Slope Mower**

Steve Hedger
Fleet Manager
City of Covington
4399 Boron Dr.
Covington, KY 41015

SUBMITTED BY _____
Company Name

DATE SUBMITTED _____

Pursuant to and in accordance with the above stated Request for Bid, the undersigned hereby declares that they have examined the RFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including delivery to destination stated on opening page in accordance with the delivery schedule indicated below and according to the prices, products/services information submitted.

Vehicle Specifications

Vehicles bid shall be new current production models, complete with all standard equipment, unless otherwise specified and the vehicle shall meet current Department of Transportation and National Highway Traffic and Safety Administration safety requirements. Any item that is standard equipment on the vehicle bid, but not specified below, is not to be removed from the vehicle. Manufacturer’s disclaimers indicate that changes in product specifications may occur during the model year and they reserve the right to do so without repercussion.

All vehicles are to arrive with the fuel tank at least ½ full.

The following items shall be factory installed as standard equipment on each vehicle.

Engine

- Yanmar 30.2 Gross HP 3 Cylinder Diesel
- Water cooled

Description of engine bid:

Make _____ HP _____

Model _____

Comments:

[Type text]

Mower

- 72" width cutting deck rotary type
- 37"x45" Sun Shade Canopy
- Self-leveling system
- Roll bar and retractable seatbelt
- Light Kit
- Rotary LED beacon
- Oil pressure gauge
- Volt meter
- Water temperature gauge
- Ross ME29 Wheel Drive
- Bear Claw 25x12.5-12 Drive Tires
- Carlisle 16.5x8.5-8 Foam filled stabilizer tire
- Cutting height of 2" to 6" inches
- Hour meter

Comply _____ Yes _____ No

Cutting Heights: Minimum _____ inches Maximum _____ inches

Slope capability: _____ degrees

If no, state exception:

Warranty

Please provide the terms of the manufacturer's warranty (May be used to determine the best bid)

PLACE OF DELIVERY: CITY OF COVINGTON, KY

Prompt Payment Discount _____% _____ Days, Net _____ Days

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**CITY OF COVINGTON
QUOTATION FORM – PROPOSAL
RFQ # DPI Slope Mower**

SUBMITTED BY: _____
Company Name & Address

DATE SUBMITTED: _____

Pursuant to and in accordance with the above stated Request for Quotation, the undersigned hereby declares that they have examined the RFQ documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their quotation is accepted to furnish the item(s) submitted below, including delivery to destination stated on opening page in accordance with the delivery schedule indicated below and according to the prices, products/services information submitted.

[Type text]

- (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 ++