

NOTICE TO BIDDERS

ISSUING ENTITY: CITY OF COVINGTON, KENTUCKY

PUBLICATION DATE: Monday July 25, 2016

TIME AND PLACE OF BID OPENING: Bids shall be opened by the City Clerk, or her designee, on Wednesday August 3, 2016 at 3:00PM, City of Covington, Commission Chambers, 20 W. Pike Street, Covington, KY 41011

DESCRIPTION: The Covington Police Department seeks bids from vendors who are able to provide one hundred and ten (110) full cut tactical helmets and one hundred and ten (110) pilot type crew member bags.

STAFF CONTACTS:

Brian Steffen, Assistant Chief of Police
Email: bsteffen@covingtonky.gov
Phone: 859-292-2205

LOCATION: Submit two (2) copies of bid in sealed envelope with following statement:

“COVINGTON POLICE EQUIPMENT RFB-DO NOT OPEN WITH REGULAR MAIL”

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

REVIEW: Pursuant to KRS 45A.080, any final award will be made to the responsive and responsible bidder who provides the best value. Furthermore KRS 45A.490 to KRS 45A.494 are hereby incorporated as if restated in full and the City shall apply the reciprocal preference for resident bidders as applicable.

SCHEDULE

EVENT	DATE
RFB Issued	July 25, 2016
Deadline for Clarifying Questions	August 1, 2016 at 5:00PM
Bid Opening at City Hall	August 3, 2016 at 3:00PM

**CITY OF COVINGTON, KENTUCKY FLEET
REQUEST FOR BIDS (“RFB”)**

Section 1 BACKGROUND AND INSTRUCTIONS

- 1.1 **Purpose.** The purpose of this RFB is to procure one hundred and ten (110) full cut tactical helmets and one hundred and ten (110) pilot type crew member bags from the best and responsible bidder. The specifications for the equipment provided below.
- 1.2 **Form of Submission.** All Bids must be submitted on the **MASTER BID FORM** provided below and conform with the format set forth herein.
- 1.3 **Questions and Answers.** Throughout the bid process questions may be addressed to Assistant Chief of Police , Brian Steffen via email at bsteffen@covingtonky.gov or via phone at 859-292-2205.
- 1.4 **Evaluation of Bids and Reciprocal Preference.** All bids shall be tabulated and then evaluated for compliance with specifications to determine the responsive and responsible bidder who provides the best value. For purposes of this process, “responsive and responsible bidder” shall mean 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. 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.
- 1.5 **Reciprocal Preference.** The terms within KRS 45A.490 to KRS 45A.494 are hereby incorporated as if state in full and the City shall apply the reciprocal preference for resident Proposers to the evaluation of proposals where applicable.
- 1.6 **Non-Collusion Affidavit.** Each Proposer must execute and include a copy of the Non-Collusion Affidavit with its Proposal.

Section 2 GENERAL TERMS

The following terms and conditions shall govern the bid process:

BID PREPARATION AND SUBMISSION

- 2.1 **RFB Expenses.** All expenses for making bids to the City of Covington are to be borne by the bidder.
- 2.2 **Late Bids.** 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.

- 2.3 **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.
- 2.4 **Completeness of Quotation.** Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive. 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.
- 2.5 **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 on the **MASTER BID FORM**. 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.
- 2.6 **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.
- 2.7 **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.

MODIFICATION OF BIDS

- 2.8 **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.
- 2.9 **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.
- 2.10 **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.
- 2.11 **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.

AWARD

- 2.12 **Awards.** 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. 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. 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.

PRICES;DISCOUNTS; QUALITY OF GOODS

- 2.13 **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.
- 2.14 **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).
- 2.15 **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.
- 2.16 **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.

- 2.17 **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.

GENERAL TERMS

- 2.18 **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.
- 2.19 **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.
- 2.20 **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.
- 2.21 **Tax-Exemption.** The City of Covington is exempt from sales tax and Federal Excise Tax Certificate No. 61-6001804.
- 2.22 **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.
- 2.23 **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.
- 2.24 **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.
- 2.25 **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.

- 2.26 **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.
- 2.27 **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.
- 2.28 **Additional Purchases by Other Public Agencies.** The bidder, 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.
- 2.29 **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.

SPECIFICATIONS

FULL CUT TACTICAL HELMETS

- **Quantity:** 110
- **Color:** Black
- **Style:** Full Cut
- **Quality Standards:**
 - Must meet NIJ IIIA 0108.01 requirements
 - Must meet U.S. Army standard for impact protection.

- **Additional Features:**
 - Helmets should be compatible with night vision goggles, protective masks, and communications devices.
 - Helmets should have a black adjustable, universal harness fit system.
 - Helmets should have detachable face shield that is scratch, fog, and chemical resistant.
 - The face shield should accommodate multiple positions, have a nape protector, and have a storage bag.

PILOT TYPE CREW MEMBER BAGS

- **Quantity:** 110
- **Color:** Black
- **Style:** Pilot Type Crew Member Bags
- **Capacity:** Capable of storing a ballistic helmet with attached face shield.
- **Features:**
 - The large main pocket should have a protective quilted lining to protect helmet.
 - The large main pocket should close with a heavy-duty zipper.
 - The bag should be water repellent and have two handles for carrying.

COMPLETE AND INCLUDE IN SEALED ENVELOPE

MASTER BID WORKSHEET

ENTITY NAME: _____

REPRESENTATIVE: _____ **PHONE:** _____

TITLE: _____ **EMAIL:** _____

INSTRUCTIONS: Please provide pricing and projected delivery time in the spaces provided below. All exceptions must be listed below and failure to state any exceptions will result in a bid being deemed non-responsive and rejected.

ITEM	Quantity	Per Unit Cost	Extended Total
Full Cut Tactical Helmets	110		
Pilot Type Crew Member Bags	110		
		TOTAL	

Projected Time for Delivery from Award: _____(Days)

Prompt Payment Discount (Payment w/in 30 Days of Acceptance) _____

LIST ALL EXCEPTIONS TO SPECIFICATIONS:

STATEMENT OF COMPLIANCE WITH SPECIFICATIONS

I attest that I have reviewed the specifications and that the products that my entity will supply are in conformance with the quality, style, and features listed therein. Where, if at all, the products my entity will provide deviate from the specifications, I have noted my exceptions above and acknowledge that the City may choose to reject this bid if it deems, in its sole discretion, that such exceptions are unacceptable.

BY: _____

ITS: _____

COMPLETE AND INCLUDE IN SEALED ENVELOPE

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 ++