

CITY OF FRANKFORT

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CITY OF FRANKFORT
INVITATION FOR BIDS

BID #
27001-70

The City of Frankfort will receive sealed bids for a twenty-eight (28) month contract (September 1, 2017-December 31,2019) with the option of two (2) additional One (1) year extensions for the Finished Grass Mowing, Bush Hogging, Weed Eating and Herbicide Spraying for the City of Frankfort Department of Planning and Building Codes, commencing with the execution of a contract between the City and the successful bidder. Bids will be received in the Finance Department, City Hall, 315 West Second Street, Frankfort, Kentucky, until **2:00 p.m. EST, Monday, August 21, 2017**.

All bids must be turned in to the Office of the Purchasing Division, Finance Department, City Hall 315 West Second St., Frankfort, KY, no later than 2:00 p.m. EST on date of bid opening. Bids cannot be accepted at any other location. Bids will be opened thereupon or about 2:05 p.m. EST, **Monday, August 21, 2017**, at a public bid opening in the Commission Chamber of City Hall, 315 West Second Street, Frankfort, Kentucky. Bids must be received by the designated date and time and none will be considered thereafter.

The City of Frankfort, Kentucky reserves the right to reject any and all bids received, and to select that bid which it determines to be in its best interest. The award of this bid will be made on the basis of the lowest bid price as permitted in KRS 45A.365.

All bid forms, information, and specifications regarding this bid are available from the Planning and Building Codes Department. Bidders are encouraged to submit their bid in the sealed envelope provided in the bid package. If the provided envelope is not used, the bidder is advised to clearly mark the sealed bid with the bid number and description listed above. The City of Frankfort, Kentucky is not responsible for the premature opening of, or the failure to open, a sealed bid not properly addressed or identified.

Bidders are invited to be present for the opening of the bids submitted.

FOR THE CITY OF FRANKFORT, KENTUCKY

Angela Disponette, Finance Department

I. SCOPE OF WORK

The City intends to issue a 28 month contract (September 1, 2017 to December 31, 2019) with the option of two (2) additional One (1) year extensions for the Finished Grass Mowing, Bush Hogging, Weed Eating and Herbicide Spraying for the City of Frankfort Department of Planning and Building Codes, commencing with the execution of a contract between the City and the successful bidder. **The Contract may also provide for a month to month extension as deemed necessary by the city.** The contract and/or purchase order shall be issued to the lowest and best-evaluated bidder responding to this invitation to bid. The bidder shall be provided in accordance with the stated specifications in Article IV. TECHNICAL SPECIFICATIONS of this invitation. Successful bidder shall be notified by the City's Purchasing Agent. After said release date, delivery shall be made as expeditiously as possible.

II. GENERAL INSTRUCTIONS TO BIDDERS

1. Bid Identification

Bidders are encouraged to submit their bid in the envelope provided by the Purchasing Office as part of their bid package. If the bidder is unable to use the provided envelope, the bid shall be returned in a sealed envelope and have typed on the outside **Bid or Quotation Number, Opening Time and Date.** This instruction is provided as a means to ensure proper delivery, handling, and public announcement of a bidder's response at the official bid opening date, and time. No responsibility will attach to the City of Frankfort for a premature opening of or failure to open a bid not properly addressed or identified. Bids in the form of telegrams, telephone calls, facsimiles, or telex messages will not be accepted.

2. Bid Submission

Each bid shall be signed and submitted with the understanding that the bid is firm for the sixty (60) days immediately following the date of opening of the bids. Bids must be submitted on the attached form and signed in ink by an authorized individual of the company or corporation. At the end of the sixty day period, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn, it will remain in effect until an award is made or the bid offering is canceled. Responses received after the deadline will not be considered.

3. Right to Reject and Award Bid

The City of Frankfort, Kentucky reserves the right to reject any and all bids received in response to this bid offering, and to waive any informality in this bid offering. The award of a contract shall be at the sole discretion of the City of Frankfort, Kentucky. The award will be made to the responsible bidder whose bid is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this bid package. The City of Frankfort may make the award without further discussion of the bids submitted. Therefore, the bid should be submitted initially on the most favorable terms which the bidder can bid with respect to price, product, service, and technical capability. The contents of the bid of the selected bidder will become the basis for the City of Frankfort, Kentucky's contractual obligation when the award is made.

4. Bid Retraction

Bidders are advised that bids submitted as part of this bid offering may not be withdrawn for a minimum of 60 days following the public bid opening unless circumstances justify consideration by the Finance Director of a release from this provision. Requests to withdraw a bid must be in writing and received by the City of Frankfort, Kentucky within twenty-four hours of the public bid opening.

5. Basis of Selection

The bid award will be based on the best bid received from those bidders as determined to be responsible and responsive to the invitation, and provided that the bids are reasonable and in the best interest of the City to do so. Delivery time schedule must be definite.

6. Sales Tax

The City is exempt from federal and state sales and usage taxes. Exemption number will be provided upon request. Do not add or include such taxes.

7. Return original document with bid response.

8. Late Submissions.

See General Terms and Conditions.

9. All materials purchased and delivered by the vendor shall meet the City's specifications, including amendments and revisions, hereto issued prior to the date of this invitation.

10. Completion/Delivery Schedule.

Each bidder shall state as part of the bid, a time schedule for delivery of the components required by the City. Number of calendar days required for delivery shall be considered in the bid award.

11. Business Tax Status

In order to receive a bid award from the City of Frankfort, Kentucky, a bidder must not be delinquent on any ad valorem taxes, including penalty and interest charges, due to the City for real or personal properties owned by the bidder, or any one or more of its corporate officers. Inquiries can be directed to the Finance Department, City Hall, 502-875-8541.

12. Questions and Addenda

This bid is offered by the Purchasing Office. Bidders shall carefully examine this bid and any addenda issued by the Purchasing Office. Bidders shall seek clarification of any ambiguity, conflict, omission, or other error in this bid “in writing.” Oral comments or communications do not form any part of this bid offering. Questions should be addressed to the Purchasing Agent in writing. If the answer materially affects this procurement, the information will be issued in an addendum. Written communications should be addressed as follows:

**City of Frankfort Purchasing Office
P.O. Box 697
Frankfort, Kentucky 40601-0697**

13. Retention of Records

The successful bidder shall be required to maintain, for a period of five (5) years from the date of final payment to the bidder, all books and records pertaining to this bid offering.

14. Business Status and Registration Requirements

In order to receive a bid award from the City of Frankfort, Kentucky, a bidder must be properly registered with the Occupational License Division to do business in the City. If a bidder is already registered, all of their applicable license accounts must be in “good standing” with the City. Good standing is defined as having all fees, including penalty and interest charges, relating to employee wages, and business net profits, paid in full with appropriate reporting forms filed in the offices of the City’s License Division. Inquiries can be directed to the License Division, City Hall, 502-875-8504. (This clause is only for firms bidding to perform actual business in the City, not delivering equipment. This is also only relevant if the bidder is awarded the bid.)

15. Conflicts, Gratuities, and Kick-Backs Prohibited

The City of Frankfort, Kentucky adheres to the provisions of KRS 45A.455, paragraphs (1) through (5) relative to conflicts of interests, gratuities, kick-backs, and use of confidential information in all bid offerings.

16. Cost Incurred in Responding

This bid offering does not commit the City of Frankfort, Kentucky to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs, nor does it commit the City of Frankfort, Kentucky to enter into a contract.

17. Disposition of Bids

All materials submitted in response to this bid offering will become the property of the City of Frankfort, Kentucky. One (1) copy of each bid shall be retained for the official files and will become a public record after an award is made by the City of Frankfort, Kentucky, and thus open for public inspection. It is understood that the bid will become a part of the official file without obligation on the part of the City of Frankfort, Kentucky.

18. Insurance Requirements

Prior to entering into a contract with the City of Frankfort, the successful bidder(s) must provide a Certificate of Insurance showing proof of insurance.

19. Disclosure

In compliance with Kentucky Revised Statutes, Chapter 45A, and the Kentucky Open Records Act, trade secrets or proprietary information submitted by a bidder in connection with this procurement shall not be subject to public disclosure. However, the bidder must invoke this protection prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary

20. Prime Bidder Responsibilities

If the bidder's response includes goods and services provided by others, the bidder will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery, and quality of such goods and services. The bidder will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all contractual requirements resulting from this bid offering.

21. Inquiries and Additional Information

Any questions may be referred to the Director of Planning & Building Codes at (502) 352-2100.

III. GENERAL TERMS AND CONDITIONS

1. **Applicable Laws and Regulations.** The bidder's attention is directed to the fact that all applicable Laws of the Commonwealth of Kentucky, Municipal Ordinances and the rules and regulations of the City shall apply to this invitation and contractual documents that may result with award of this invitation. Any litigation with respect thereto shall be brought in the courts of the Commonwealth of Kentucky and Kentucky Law shall govern.
2. **Exceptions.** Bidders taking exceptions to any part or section of the Invitation shall indicate such exceptions on the bid form. Failure to indicate any such exception will be interpreted, as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
3. **Oral Statements.** No oral statement shall modify or otherwise affect the terms, conditions, or specifications stated in the invitation or ensuing contract. Modifications will be written.

4. **Bid Acceptance Period.** Any bid submitted as a result of the solicitation shall be binding on the bidder for a period of sixty (60) calendar days following the opening date. Any quote for which the bidder specifies a shorter acceptance period may be rejected.
5. **Ethics in Public Contracting.** The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.
6. **Late Submissions.** A bid received at the place designated in the invitation for the receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. The City must determine that the late bid was due solely to mishandling by the City after receipt at the specified address.
7. **Informalities and Irregularities.** The City has the right to waive minor defects or variations of a quote from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder, (with the bid) for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of quotes, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
8. **Indemnification.** The bidder covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies agents, and employees from and against all claims, loss damage, injury, fines penalties, and cost - including court costs and attorney's fees, charges, liability, and exposure, however caused - resulting from, arising out of, or in any way connected with the bidder's negligent performance or nonperformance of the terms of the contract.
9. **Termination.** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that the termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of the termination, specifying the extent to which performance of the work under contract is terminated.
10. **Drawings, Sketches, and Technical Data Information.** Bidders are encouraged to submit any and all technical data necessary to support its bid. Additional generic literature on the item bid, i.e. marketing, sales and so forth may also be submitted.

11. **Warranties of Quality.** Bidder warrants that the goods and services provided pursuant to the Proposal Specification shall conform to all affirmations of fact or promises made by bidder, descriptions, samples, specifications and appropriate industry and workmanship. In addition, bidder warrants that said goods and services are merchantable and are fit for the ordinary purposes for which such goods and services are used. In the event of a breach of any of the foregoing warranties, bidder shall expeditiously as that term is defined by the City, and at its own expense but at the sole option of the City, repair or replace the goods and services to comply with said warranties. The foregoing warranties shall apply to any and all repaired or replacement goods and services provided hereunder. Additional warranty requirements are incorporated in Article IV TECHNICAL SPECIFICATIONS.

12. **Additional Clauses Incorporated by Reference**
 - a. OSHA 1970 (Public law 91-596) Safety Standards and Accident Prevention
 - b. KRS 45.610
 - c. KRS 45.620
 - d. KRS 45.630
 - e. KRS 45.640

13. **Bid Distribution:** Bid shall be made out in three (3) copies and returned per instructions in preamble.

14. **Questions On Bid Documents:** All matters, regardless of the nature regarding this bid invitation shall be submitted to the Purchasing Agent, City of Frankfort, 315 W. Second Street, Frankfort, KY 40601, telephone number (502) 875-8505.

15. **Warranties Of Title:** Supplier warrants that it has title to and the proprietary right to provide the goods pursuant to the contract. Supplier shall at its own expense either defend or settle with the prior approval of the City, any suit, claim or action against the City based on an allegation that the goods or the use thereof constitutes a patent, copyright, trade secret or other intellectual property right infringement. Supplier shall pay all amounts assessed against the City in just suit, claim or action and shall reimburse the City of any damages, direct or consequential, incurred as a result of such suit, claim or action including the City's expenses incurred by participating in the defense or settlement thereof. In the event the goods are held to constitute an infringement in such suit, claim or action or their continued use is enjoined, Supplier shall at its own expense and at the option of the City, either: a) procure for the City the right to continue using the goods, b) replace the goods with equivalent noninfringing goods which are acceptable to the City, or c) modify the goods in a manner which is acceptable to the City, so they become noninfringing.

16. **Nonwaiver Of Rights:** No delay or omission by the City to exercise any right in the contract at law or in equity, shall constitute a waiver of such right or any other right in the contract, at law or in equity.

17. **Warranty of Price:** Supplier warrants that the prices for the goods provided to the City pursuant to the contract are not less favorable than those prices currently in effect with other customers of Supplier for the same or similar goods in similar quantities. In the event Supplier reduces its prices for such goods prior to the completion of the contract, Supplier shall reduce the prices in the contract correspondingly. Supplier warrants that the prices in the contract shall be complete and no additional charges of any type, including but not limited to shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating, shall be added without the prior written consent of the City.
18. **Setoff:** All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim or cross claim arising out of this or any other transaction with Supplier.
19. **Compliance With Laws:** Supplier shall comply with all federal, state and local laws, rules, City ordinances and regulations, Presidential directives and executive orders that are or may in the future become applicable to Supplier or the subject matter of the contract and all such federal, state and local laws, rules, City ordinances and regulations, Presidential directives and executive orders are hereby incorporated herein by this reference.
20. **Certification Of No Bid Rigging:** Supplier certifies to the City that Supplier has not combined or conspired with any other person to reduce or eliminate competition in the bidding of the contract, the effects of which would constitute an unreasonable restraint of trade or commerce.
21. **Merger Clause:** Unless it has been issued by the City in response to an offer by Supplier, this contract, including any exhibits or documents incorporated herein by reference, constitutes the final written expression of all the terms and conditions of the contract between Supplier and the City and is a complete and exclusive statement of those terms and conditions and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter of the contract, except those representations relating to warranties of quality. This contract may only be modified in writing by the City.

IV. TECHNICAL SPECIFICATIONS

Contractor's responsibilities:

1. Contractor must complete the work order issued by the City within five (5) calendar days of receiving the request (unless otherwise specified on the work order) and must bill the City within fourteen (14) calendar days. The contractor may request an extension beyond the five (5) calendar days if approved in advance by the Planning Director or designee. All bills shall indicate address locations, # of hours worked and date completed.
2. The Contractor will be responsible for disposal of yard waste material. Any work order issued by the Planning and Zoning Department will specify if disposal is required. Disposal of yard waste shall include: leaves, grass and brush under (six) 6" in diameter.
3. Finish mowing and weed eating heights shall be a maximum of (four) 4" in length.
4. The Contractor shall comply with all Federal, State and Local regulations associated with performing the Contract.
5. The City reserves the right, with or without cause, to terminate this agreement upon fifteen (15) days written notice to the contractor at any time during the term of this contract.
6. The contractor may utilize other licensed yard maintenance services to satisfy the five (5) day requirement as specified above. Any third party shall be paid by the contractor and the contractor shall only charge the city the same rates as if the contractor performed the work themselves.
7. The City has the right to accept all or a portion of the submitted bid and award individual bid items to separate bidders. The contract term shall be for 28 months (September 1, 2017 to December 31, 2019) with two (2) one (1) year automatic extensions upon favorable recommendation by the Planning Director.

City's responsibilities:

1. In order to clarify the location of the subject property, City staff will place a stake on the lot that is to be mowed-when requested.
2. Every work order issued by the City will specify if disposal of yard waste is required for that particular job.

Anticipated workload: The City anticipates that 100 residential and commercial lots will be mowed in the 12 month calendar year period.

V. PROPOSAL

CITY OF FRANKFORT
Invitation To Bid No. # _____

PROPOSAL

I (We) _____ of _____
Hereby propose to furnish Finished Grass Mowing including weed eating and/Bush Hogging for the City of Frankfort departments of Sewer, Planning and Public Works in accordance with the attached specifications:

<u>Maintenance Activity</u>	<u>Bid Price</u>
1. Finish mowing, to include weed eating	\$ _____ /hr
	\$ _____ mobilization fee
2. Bush hogging	\$ _____ /hr
	\$ _____ mobilization fee
3. Removal of yard waste (grass, leaves & brush Under (six) 6" diameter)	\$ _____ /hr

Bidder identification:

1. Business Name: _____
2. Signature and Title: _____
3. Print Name and Title: _____
4. Date of bid proposal submittal: _____

Bidder has a valid City Business License _____ Yes _____ No

License # _____

Exceptions to specifications: _____