

The City of Henderson

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Finance Department

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August 8, 2018

INVITATION TO BID

Bid Reference No. 18-30

Competitive sealed bids will be received by the City of Henderson, Kentucky for the following:

One (1) 2019 $\frac{3}{4}$ Ton Pickup Truck with Installed Service Bed

Bids will be accepted in the Office of the Director of Finance, 222 First Street, Henderson, Kentucky, 42420, until 1:30 p.m., on Tuesday, October 23, 2018, prevailing local time, at which time the bids will be publicly opened and read.

The bids are being solicited pursuant to KRS 45A.365.

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 18-30

TABLE OF CONTENTS

	<u>Enclosed</u>
I. Instructions to Bidders	<input checked="" type="checkbox"/>
II. General Conditions	<input checked="" type="checkbox"/>
III. Special Conditions	<input checked="" type="checkbox"/>
IV. Lowest Evaluated Bid Price Criteria	<input type="checkbox"/>
V. Technical Specifications	<input checked="" type="checkbox"/>
VI. Bid Pricing Sheet	<input checked="" type="checkbox"/>
VII. Required Affidavit for Non-Resident Bidders Claiming Kentucky Resident Bidder Status (Enclosure A)	<input checked="" type="checkbox"/>
VIII. KRS 45A.395 Statement Required (Enclosure B)	<input checked="" type="checkbox"/>

City of Henderson, Kentucky
Invitation to Bid

INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Envelopes must be sealed when submitted and must be properly noted with the bid reference number. Separate bids must be submitted for each reference number.
4. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
5. Bids may be submitted on any one item or any group of items unless otherwise stated herein. The unit price must be shown for each item or group of items as requested.
6. References in the *Technical Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidders attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
7. Bids are to be mailed to or delivered to the Office of the Director of Finance, Henderson Municipal Center, 222 First Street, PO Box 716, Henderson, Kentucky 42419.
8. The City's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

GENERAL CONDITIONS

1. The City of Henderson reserves the right to reject any and all bids, and unless otherwise specified by the bidder, to accept any item or group of items in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. The City of Henderson's payment terms are net 30.
3. In case of default by the bidder or contractor, the City of Henderson may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices shall be stated in units of quantities specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
8. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
9. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the City Commission.

GENERAL CONDITIONS

Page 2

10. All bids shall remain valid for a period of thirty (30) days after bid opening unless a longer period is otherwise stated herein.
11. Bidder may be required to obtain a City of Henderson Occupational License within ten days of contract award.
12. All federal, state, and local law requirements must be followed.
13. The City accepts responsibility of merchandise upon receipt at the City's delivery point unless otherwise noted herein.
14. Prior to a contract being awarded to the lowest responsible and responsive bidder whose bid meets specifications, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

Bids will be evaluated and awarded on the following basis (*as marked*):

Lowest Bid Price; or

Lowest Evaluated Bid Price. The objective measurable criteria for this evaluation are enclosed.

“Responsible bidder” means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

15. Special Conditions, if any, are enclosed. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
16. The Description of Requirements and Specifications (technical specifications) for the procurement are enclosed herewith.

17. Conflict of interest -- Gratuities and kickbacks -- Use of confidential information. (KRS 45A.455)

- (1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
 - (a) He, or any member of his immediate family has a financial interest therein; or
 - (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- (2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
- (3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
- (5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

Effective: April 9, 1980

History: Amended 1980 Ky. Acts ch. 250, sec. 16, effective April 9, 1980. -- Created 1978 Ky. Acts ch. 110, sec. 92, effective January 1, 1980.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 18-30

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

The City of Henderson is soliciting sealed bids for one (1) new ¾ ton pickup truck with installed service bed.

Each bidder shall furnish specifications, length of warranty, list of all features and/or optional equipment and delivery time required after receipt of order.

All bid prices shall include delivery to the City of Henderson, MSC Building, 1449 Corporate Court, Henderson, Kentucky.

The following are minimum specifications:

One (1) New 2019, 2 Wheel Drive ¾ Ton Pickup Truck with Installed Service Body

- 2019 model year
- 5.4 liter V-8 gasoline engine (minimum)
- Minimum 9,000 pounds G.V.W.R.
- Automatic transmission
- 2WD
- A/C
- Vinyl bench seats
- Vinyl or rubberized floor covering
- Dual airbags
- AM/FM radio
- ABS – 4 wheel
- Roof mounted LED amber bar strobe light(s)
- Steel belted radial, all season, black wall tires
- Backup camera
- White with color-coordinated interior

Service Body

1. 96” bed length
2. Not less than 48” inside bed width
3. Overall bed height not to exceed 41”
4. Bed to top of unit not to exceed 27”

SPECIALS CONDITIONS AND TECHNICAL SPECIFICATIONS

Page 2

5. Diamond tread plate rear bumper extended to 12", equipped with a frame mounted receiver trailer hitch
6. Overall width not to exceed 78 ½"
7. Compartment depth not to exceed 15"
8. Tail, brake and backup lights to be LED and to be recessed flush with exterior of body with wiring and housings to be protected on the inside of body compartments
9. All compartment doors to be equipped with chains, rod or bar stops
10. Body shall be equipped with two vertical and one horizontal compartments on each side, the driver side horizontal compartment shall be at least 64" long
11. All doors shall be rust proofed on the inside of the panels
12. Automotive gaskets shall be installed on the inside of all compartment doors for dust and water protection
13. Utility body to be completely undercoated with a rust inhibitor
14. All doors shall be equipped with rotary locks and keyed alike, a single master lock station for each side shall also be installed
15. All vertical compartments to be equipped with three adjustable shelves with adjustable dividers
16. The tops of both sides shall have tread plate
17. The utility bed to be painted completely with the identical type and color paint matched to the truck cab and inside of the bed to have a spray on liner
18. Tailgate to be slam-gate pickup style
19. Backup camera

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 18-30

BID PRICING SHEET

Unit Price

One (1) New 2019 ¾ Ton Pickup Truck with installed
service bed, FOB Henderson

Addendum # received _____

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (printed)

Legal Name of Business

Address

Address

Telephone Number

Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature _____ Title _____

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 18-30

REQUIRED AFFIDAVIT FOR NON-RESIDENT BIDDERS CLAIMING KENTUCKY
RESIDENT BIDDER STATUS

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

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

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

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

REQUIRED TO BE SUBMITTED WITH BID

The provisions of KRS 45A.395 required that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the _____
(Office or Title)

of _____
(Bidder or Offeror)

states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This the _____ day of _____, 20_____.

(Company Name)

(Typed or printed name)

(Signature) (Title)