

The City of Henderson

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Finance Department

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January 9, 2022

INVITATION TO BID

Bid Reference No. 22-02

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

Mowing of City Cemeteries

Bids will be accepted in the Office of the Director of Finance, 222 First Street, Henderson, Kentucky, 42420, until 2:00 p.m., prevailing local time, on Friday, January 28, 2022, 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. 22-02

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 bid 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 sixty (60) 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

GENERAL CONDITIONS

Page 3

- (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. 22-02

SPECIAL CONDITIONS

In order to present an attractive and well-maintained appearance, the City of Henderson is accepting sealed bids for the mowing and trimming of the following City cemeteries.

Estimated Number of Cuts per Season

Fernwood Cemetery

Mowing Area 1 estimated 33 cuts per season
Mowing Area 2 estimated 33 cuts per season
Mowing Area 3 estimated 33 cuts per season
Mowing Area 4 estimated 33 cuts per season
Mowing Area 5 estimated 33 cuts per season
Mowing Area 6 estimated 15 cuts per season

Fairmont Cemetery

Mowing Area 1 estimated 33 cuts per season
Mowing Area 2 estimated 33 cuts per season
Mowing Area 3 estimated 33 cuts per season
Mowing Area 4 estimated 33 cuts per season
Mowing Area 5 estimated 33 cuts per season
Mowing Area 6 estimated 15 cuts per season

Mount Zion Cemetery

Entire cemetery estimated 33 cuts per season.

Note that mowing Area 6 in Fernwood and Fairmont cemeteries is less active and is estimated to be mowed less frequently than areas (1 – 5).

The numbers of cuts are estimates only and the City does not guarantee any minimum or maximum number of cuts per season. The estimated number of cuts will be used to determine the lowest total bid price.

Detail of Mowing Areas

FERNWOOD CEMETERY

Mowing Area 1 Section 1, 2, 3, 4, & 5
Including Workshop, Small Office, Park & Recreation Office, Mausoleum Units, Berms
Mowing Area 2 Section 6, 14, 21, 22, 25, ½ circle
Mowing Area 3 Section 7, 13, 15, ½ circle
Mowing Area 4 Section 8, 12, 16, 17, 11, 9, 10, Public Ground #1,
Public Ground #2, 18, 19
Mowing Area 5 Section 20, 23, 24, Public Ground #3, A, B, and small triangle
Mowing Area 6 Section C

SPECIAL CONDITIONS

Page 2

FAIRMONT CEMETERY

Mowing Area 1 Section A

Mowing Area 2 Section B1 & B2, Veterans lot

Mowing Area 3 Section C

Mowing Area 4 Section E1 & E2, median

Mowing Area 5 Section F & G

Mowing Area 6 Section H

The City will maintain a continuing property inspection to determine that the contractor is complying with all provisions of the contract. This inspection will include but will not be limited to the quality of service rendered, compliance with the terms and specifications, and the regularity of the service.

Term and Cancellation

The term of the contract will be from the date the bid is approved by the City Commission through December 31, 2022. If both parties agree in writing, the contract can be extended for an additional two (2) individual twelve (12) month periods upon the same terms and conditions of original bid price with a 2% increase of original bid price.

Upon determination by the City Manager, of unsatisfactory performance, the contract can be terminated in five (5) calendar days upon written notice.

Licenses and Insurance

- A. Broad Form Comprehensive General Liability, including Products and Completed Operations.

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate

Property Damage: \$1,000,000 each occurrence

- B. Automobile Liability, including any auto, hiring autos and non-owned autos.

\$1,000,000 combined single limit

- C. Umbrella Insurance Aggregate limits of liability: \$2,000,000

Bodily injury and Property Damage Liability
Personal and Advertising Injury Liability

SPECIAL CONDITIONS

Page 3

D. Workers Compensation for all employees used on the job pursuant to statute.

Certificates of insurance, issued by companies authorized to do business in the state of Kentucky, satisfactory in form to the City and signed by the Bidder's insurer shall be supplied by Bidder to the City evidencing that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to the City prior to any cancellation or restrictive modification of the policies. Bidder shall replace any cancelled policy within the thirty (30) day notice period so that there is no lapse in coverage at any time during the period covered by this contract.

Successful bidder will be required to obtain a City of Henderson Occupational License.

Invoicing and Payment

The City shall be invoiced bi-weekly for the services rendered during the previous two weeks. The invoice shall individually list each mowing area in each cemetery mowed during the two week period, the number of times mowed, the "per cut" price as established in the contract, and the extended total price (Price per cut (x) number of cuts).

The mowing week will begin on Friday of each week and conclude on the following Thursday. The Cemetery Superintendent and/or designee will inspect properties on Friday for payment of services.

Bid Award

Bid will only be awarded to a "Responsible Bidder".

"Responsible Bidder" means a person or firm who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

Bidder must demonstrate that it is a "Responsible Bidder" in order to be considered for bid award.

Each bidder is required to submit the following in order to demonstrate it is a "Responsible Bidder". The City may require additional information.

- List number of years in business.
- Work references from a minimum of three firms for whom similar work has been performed in the past year. References shall contain the company name, address contact person and phone number.

SPECIAL CONDITIONS

Page 4

- ❑ A list of equipment to be used or acquired and the number of personnel the bidder considers adequate to perform this work.
- ❑ An operational plan that sets forth the contractors plans for successfully fulfilling the contract including a tentative mowing schedule, supervision of crews, and accessibility of contractor for addressing special services or concerns, estimated number of hours to complete services at job site.
- ❑ A properly filled out Bid Pricing Sheet, Bid Reference 22-02
- ❑ All bidders are required to meet with the Parks and Recreation Director or designee to inspect the properties and discuss mowing and trimming practices included in the work prior to the submission of a bid, unless other arrangements are made with the City. Questions regarding the properties included or specifications are to be directed to Trace Stevens, Director of Parks and Recreation, at 270-831-1274.

The Responsible Bidder with the lowest Total Bid Price will be awarded a contract.

The estimated number of cuts times the prices per cut will be used to determine the lowest total bid price. However, the City does not guarantee any minimum or maximum number of cuts. Payment will be based on the actual number of cuts.

Bidders unfamiliar with the City's sealed bid process or bidders with procedural questions are encouraged to call Dawn Winn, Assistant Finance Director, at 270-831-1290, ext. 2220.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 22-02

TECHNICAL SPECIFICATIONS

- The contractor shall be responsible for all equipment and maintenance of said equipment required in fulfilling this contract.
- The work to be performed under this contract is expected to begin around April 1 of each year and conclude around November 1. Depending upon weather and growing conditions, it is possible that mowing services will begin earlier than April 1 and continue after November 1. The contractor will be expected to start and end mowing services as directed by the City.
- The City does not guarantee any minimum or maximum number of cuttings or trimming during the period covered by this contract. The City reserves the right to mow and trim any property included in the contract with its own crews or to otherwise care for its property as determined in its best interests.
- The contractor shall take precautions to protect the public, vehicles, buildings, facilities, etc., from harm or damage. Excessive mowing speed shall not be permitted. Proper attire, including shirts and protective eye wear, shall be worn by bidders employees at all times. The contractor's employees shall behave appropriately.
- All operations are to be carried out at each section/site before moving on to the next. Specifically, each section is to be mowed, trimmed, and monuments swept off before moving to another section of the cemetery.
- The contractor shall be responsible for minor litter control and shall not mow over any litter or artificial flowers and cause them to be thrown around the grounds. The contractor shall be responsible for disposing of shredded litter resulting from this action. The City shall be responsible for major litter control and shall be notified immediately when a problem exists.
- The properties shall be mowed and trimmed every seven (7) days, or as specifically directed by the City. The lawns shall be mowed often enough so as to maintain the length of grass at not less than one and one-half (1 ½") inches and not more than three inches (3"). The City shall be notified immediately when there is any deviation from the schedule due to equipment breakdowns, inclement weather conditions, or other reasons.
- Special attention shall be paid to the appearance of the cemeteries on the following days: Mothers Day, Memorial Day, Fathers Day, Easter, Veterans Day and the Fourth of July.
- No tractors or bush hog work shall be performed by the contractor.

TECHNICAL SPECIFICATIONS

Page 2

- Grass adjacent to fixed objects, such as grave stones, monuments, etc. shall be trimmed to the same height as the general turf.
- Areas not accessible to mowers must be trimmed utilizing a weed-eater or similar trimming device. Special attention shall be paid to areas immediately adjacent to monuments, walls, fences, bushes, curbs, streets, paths, building, and other objects. The contractor will trim around headstones in such a manner as not to damage, mark or disfigure them.
- No headstone, grave marker, or any other monument in the cemeteries is to be disturbed. In the event of a disturbance, the City shall be immediately notified and it shall be the financial responsibility of the contractor to repair/correct any damage. If markers are knocked out of line, the contractor shall notify the City who will assist in properly replacing and aligning the markers.
- All grass clippings must be swept or blown from monuments, paths, mausoleums, sidewalks, and roadways immediately after mowing and/or edging, including in front of the department office in Fernwood Cemetery.
- Care must be taken when mowing and trimming around trees so the bark is not damaged.
- No mowing or trimming shall be performed during funerals or within any adjacent section if there are visitors to gravesites.
- Any public concerns or comments received by the contractor shall be reported to the City within one day after receipt. The contractor response shall consist of an acknowledgement of the call and remediation of the problem.
- The contractor may leave clippings on the lawn as long as no *readily visible* clumps remain on the grass surface 36 hours after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them.
- Any sidewalk, curb, or gutter connected to the property will be maintained free of grass or weeds.
- No herbicides or other chemicals to be used for grass and weed control shall be used without the expressed consent of the Parks Director or the Cemetery Superintendent.
- The contractor will keep all chain link fences free of weeds and vines. Turf at the base of chain link fences shall be kept neatly trimmed no taller than the surrounding turf. Vines and other vegetation shall not be permitted to grow on the fence.
- The vendor shall not park vehicles, trailers, or heavy equipment on turf areas or sidewalks without prior authorization from the City of Henderson. Do not block walks, drives, or parking areas during maintenance operations.

TECHNICAL SPECIFICATIONS

Page 3

Inspection and Acceptance of Work:

- The mowing schedule will begin on Friday and finish on Thursday of each week. On Friday of each week the cemetery's representative will conduct an inspection for payment of services completed in the prior week.
- The Contractor shall be responsible for notifying the cemetery's representative as soon as practical after all work is finished.
- The cemetery will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 72 hours to repair, replace, or redo the specified work. The Contractor will be responsible for all charges incurred.
- All work must meet the specifications of this agreement.

- End of Section –

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 22-02

BID PRICING SHEET

<u>Fernwood Cemetery</u>	<u>Unit Price per Cut</u>	<u>Total</u>
Fernwood Mowing Area 1	_____ X 33 cuts = _____	
Fernwood Mowing Area 2	_____ X 33 cuts = _____	
Fernwood Mowing Area 3	_____ X 33 cuts = _____	
Fernwood Mowing Area 4	_____ X 33 cuts = _____	
Fernwood Mowing Area 5	_____ X 33 cuts = _____	
Fernwood Mowing Area 6	_____ X 15 cuts = _____	
 <u>Fairmont Cemetery</u>		
Fairmont Mowing Area 1	_____ X 33 cuts = _____	
Fairmont Mowing Area 2	_____ X 33 cuts = _____	
Fairmont Mowing Area 3	_____ X 33 cuts = _____	
Fairmont Mowing Area 4	_____ X 33 cuts = _____	
Fairmont Mowing Area 5	_____ X 33 cuts = _____	
Fairmont Mowing Area 6	_____ X 15 cuts = _____	
 <u>Mt. Zion Cemetery</u>	 _____ X 33 cuts = _____	

Total Bid Price \$ _____

In case of error in extending the Total amount, the Unit Price will govern.

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

BID PRICING SHEET

Page 2

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 _____

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)