

City of Fort Mitchell

Invitation to Bid



POLICE
FORT MITCHELL

December 2022
SUV Bid for Detective
Vehicle

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INVITATION TO BID

OVERVIEW

The City of Fort Mitchell, Kentucky, will accept sealed bids for the purchase of an SUV for use as a detective vehicle. A complete bid shall include all Standard Factory Specifications as well as all dealer added options. The selection will be based on overall price and reliability of the bids as well as the timeline of availability of the vehicle. The City's needs are outlined in the following Invitation to Bid.

PROPOSAL CONTACT

Name	Andrew Schierberg, Chief of Police
Phone	859-331-2823
Email	andrew.schierberg@fortmitchell.com
Address	2355 Dixie Highway Fort Mitchell, KY 41017

SUBMISSION ADDRESSING

Bids should be submitted by email, mail, or hand delivered to:

City of Fort Mitchell
Attn: City Clerk
2355 Dixie Highway
Fort Mitchell, KY 41017
proposals@fortmitchell.com

Bids must be submitted in a sealed envelope marked: "Police SUV Bid", By 12/14/2022 at 11:00 a.m.

TIMELINE AND DUE DATE

EVENT	DATE
Bid Due Date & Opening	December 14, 2022 11:00 a.m. Eastern
Anticipated Vehicle Order Date	December 16, 2022

- End of Section -

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. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
4. 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 bidder's attention is called to Paragraph 6 of the General Conditions which must be strictly adhered to.
5. 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.

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GENERAL CONDITIONS

1. This bid shall be for a one-time purchase of one of the described vehicles.
2. The City of Fort Mitchell 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.
3. The City of Fort Mitchell's payment terms are net 30.
4. In case of default by the bidder or contractor, the City of Fort Mitchell may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
5. Prices shall be stated in units of quantities specified.
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.
10. All bids shall remain valid for a period of ninety (90) days after bid opening unless a longer period is otherwise stated herein.
11. All federal, state, and local law requirements must be followed.
12. Prior to a contract being awarded to the lowest and best 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.
13. Bids will be evaluated and awarded to the Lowest and Best Bid

14. "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
16. *General Conditions* shall be construed in favor of the *Special Conditions*.
17. The Description of Requirements and Specifications (technical specifications) for the procurement are enclosed herewith.
18. The City reserves the right to reject any and all bids, the right to waive any informality or irregularity in any bids, and the right to negotiate with the bidder submitting the apparent lowest and best bid.
19. Preference for Kentucky resident bidders will be applied in accordance with Kentucky law.

- End of Section -

VEHICLE SPECIFICATIONS

The proposed vehicles must contain all factory standard features and be 2022 model year or newer Mid-Size or Full-Size SUV (Jeep Grand Cherokee, Ford Explorer, Chevrolet Tahoe, Dodge Durango, Chevrolet Traverse, Ford Expedition or similar). Preferred features include remote start, collision avoidance/blind spot monitoring.

REQUIRED AFFIDAVIT FOR 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
3. Filed Kentucky corporate income taxes;
4. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
5. Maintained a Kentucky Workers' Compensation policy in effect.

The City of Fort Mitchell 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 of Authorized Official

Name and Title (Printed)

Name of Business

Business Phone

Business Address

Date

Subscribed and sworn to before me by: _____ of

_____ this _____ day of 2021

Notary Public

[seal of notary] My commission expires: _____

VENDOR INSURANCE REQUIREMENTS

Prior to commencement of your services, you must provide the city with a certificate of insurance evidencing the following insurance coverage:

The Dealership agrees to carry sufficient insurance for liability which may arise from or in connection with the delivery of the vehicles to the City of Fort Mitchell Police Department until such time as delivery of the vehicles has been accepted. The City of Fort Mitchell shall hold no responsibility for injury related to the transportation and delivery of the vehicles. The City of Fort Mitchell holds no responsibility for damages to the vehicles being delivered or any third party injury or damages prior to accepting delivery of the vehicles being purchased.

Any and all liability coverage shall name the City of Ft. Mitchell as Additional Insured on a primary and non-contributory basis. A satisfactory certificate of insurance evidencing the coverage outlined above shall be provided before any services are rendered.