



The City of Henderson

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Finance Department

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January 5, 2020

INVITATION TO BID

Bid Reference No. 20-02

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

Mowing of Group A - City Parks and Other Properties

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, January 21, 2020, prevailing local time, at which time the bids will be publicly opened and read.

A mandatory pre-bid tour will be required if the bidder has not previously held this contract.

Contact Trace Stevens, Parks and Recreation Director at 270-831-1274, to make an appointment.

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

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 20-02

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 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:

GENERAL CONDITIONS

Page 3

- (2)
 - (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. 20-02

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 groups of City property:

1. Atkinson Park: Gathering Place, Pool, Denton Shelter
2. Atkinson Park: North entrance, open-air shelter, area across Skate Park, behind Adult ball fields, restroom facility, barbeque pits
3. Disc Golf Field holes #7, 8, & 9
4. Spillway in Atkinson Park
5. Atkinson Park: Playground, Riverwalk behind hospital
6. Hays Boat Ramp & outside Bambino Fields
7. Bambino Concession Stand Entrance
8. Community Park
9. Central park
10. Municipal Building
11. Sunset Park
12. Sunset Park Serpentine Walk
13. Amphitheater
14. Water Feature Plaza
15. Audubon Mill Park
16. Audubon Mill Park Bank and boat ramp sidewalk access
17. Welcome Center/Depot
18. Tennis courts, including Riverview School, and River Walk Extension
19. Red Banks Park including property behind Water Plant
20. River Walk along Merritt Drive from 12th St. to Red Banks Park & row West of road
21. Kimmel Park
22. Short 7th & N Adams – SE Corner
23. Pee Wee Field
24. Anthony Brooks Park
25. JFK Center/ Handy Park
26. Newman Park
27. East End Park
28. Atkinson Park (former golf course)

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.

SPECIAL CONDITIONS

Page 2

Inspection of Properties

All bidders shall be required to inspect the properties included in the work prior to the submission of a bid unless other arrangements are made with the City.

A mandatory pre-bid tour will be required if the bidder has not previously held this contract.

Questions regarding the properties, specifications, or to schedule a tour, contact Trace Stevens, Parks and Recreation Director at 270-831-1274.

Bidders unfamiliar with the City's sealed bid process or bidders with procedural questions are encouraged to call Dawn Winn, Assistant Finance Director, at 270-831-1200, ext. 2220.

Term and Cancellation

The term of the contract will be from the date the bid is approved by the Commission through December 31, 2020. If both parties agree in writing, the contract can be extended for an additional twelve (12) month period with a 2% increase of bid price upon the same terms and conditions.

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

The successful bidder must obtain a City of Henderson Occupational License prior to beginning work.

During the term of the contract and before any part of the services are performed or the goods are delivered, Bidder shall, at Bidder's sole expense, cause to be issued and maintained not less than the insurance coverages set forth below:

- 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

SPECIAL CONDITIONS

Page 3

C. Umbrella Insurance Aggregate limits of liability: \$5,000,000

Bodily injury and Property Damage Liability
Personal and Advertising Injury Liability

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.

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 property 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).

Bid Requirements

Each bidder is required to submit the following: Failure to provide the required information may invalidate your bid response.

- Work references from a minimum of three firms for whom similar work has been performed in the past year.
- Number of years in business.
- A list of equipment to be used or acquired.
- 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.
- List estimated man-hours per week dedicated to complete the scope of services.

SPECIAL CONDITIONS

Page 4

- Submit information regarding accessibility and response time of the contractor for addressing special services or concerns.
- A properly filled out Bid Pricing Sheet, Bid Reference 20-02.

Bid Award

Bids will be awarded to the lowest Total Bid Price. Bids must contain a price per cut for all items in order to be considered responsive and eligible for award.

The bid will be awarded to the lowest Total Bid Price for the weekly mowing of items 1-28.

Past experience with the City of Henderson, responsiveness to the City requests for work to be performed, and past job quality (references) will also be considered in the award of any bid.

All bids shall remain valid for a period of sixty (60) days after bid opening.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 20-02

TECHNICAL CONDITIONS

- 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. If both parties agree, the contract can be extended for an additional twelve (12) month period upon the same terms and conditions with a 2% increase of original bid price.
- The City does not guarantee any minimum or maximum number of mowings 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.
- 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, signs, walls, fences, bushes, curbs, streets, paths, building, and other objects.
- 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 safety glasses, shall be worn by bidders employees at all times.
- No mowing shall be performed around shelter, picnic tables, playground equipment, and swimming pool complex while they are in use. The contractor shall take all precautions to protect the public vehicles, building, facilities, etc., from harm or damage.
- The contractor shall be responsible for minor litter control and shall not mow over any litter. 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.

TECHNICAL SPECIFICATIONS

Page 2

- All grass clippings must be swept from sidewalks, city buildings and facilities by the end of the cutting day.
- No herbicides or other chemicals are to be used for grass or weed control without the express consent of the City.
- Before applying chemicals, the contractor shall submit Material Safety Data Sheets for all chemicals and similar substances covered by the Federal hazardous Material Notification Law and follow all safety standards as set by OSHA, the Division of Pesticides of the Kentucky Department of Agriculture, or other regulatory agencies. Contractor must be able to present current pesticide certifications required for using certain chemicals.
- 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.
- The contractor shall conform to the Fair Labor Standards Act of the U.S. Department of Labor Employment Standards Administration.
- The properties shall be mowed and trimmed every seven (7) days, or as specifically directed by the City. The City shall be notified immediately when there is any deviation from the schedule due to equipment breakdowns, inclement weather conditions, or other reasons.
- The contractor shall notify the Parks and Recreation Department office by Thursday of each week when mowing takes place to report properties that have been mowed. This will initiate a property inspection by the City.

- End of Section -

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 20-02

BID PRICING SHEET

	<u>Price per Cut</u>
1. Atkinson Park: Gathering Place, Pool, Denton Shelter	\$ _____
2. Atkinson Park: North entrance, open-air shelter, area	\$ _____
3. Disc Golf Field holes #7, 8, & 9	\$ _____
4. Spillway in Atkinson Park	\$ _____
5. Atkinson Park: Playground, Riverwalk behind hospital	\$ _____
6. Hays Boat Ramp & outside Bambino Fields	\$ _____
7. Bambino Concession Stand Entrance	\$ _____
8. Community Park	\$ _____
9. Central Park	\$ _____
10. Municipal Building	\$ _____
11. Sunset Park	\$ _____
12. Sunset Park Serpentine Walk	\$ _____
13. Amphitheater	\$ _____
14. Water Feature Plaza	\$ _____
15. Audubon Mill Park	\$ _____
16. Audubon Mill Park Bank & boat ramp sidewalk access	\$ _____
17. Welcome Center/Depot	\$ _____
18. Tennis Courts, including Riverview School, and River Walk Extension	\$ _____

BID PRICING SHEET

Page 2

Price per Cut

19. Red Banks Park including property behind Water Plant	\$ _____
20. River Walk along Merritt Drive from 12 th St. to Red Banks Park & row West of road	\$ _____
21. Kimmel Park	\$ _____
22. Short 7 th & N. Adams – SE Corner	\$ _____
23. Pee Wee Field	\$ _____
24. Anthony Brooks Park	\$ _____
25. JFK Center/Handy Park	\$ _____
26. Newman Park	\$ _____
27. East End Park	\$ _____
28. Atkinson Park (former Golf Course)	\$ _____
Total Bid Price	\$ _____

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 _____

06-01-14F

City of Henderson, Kentucky
Invitation to Bid

Bid Reference No. 20-02

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)