



Invitation to Bid - Commercial Mower
August 13, 2014
Solicitation # 444-0814-08

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than 2:00 P.M.CST , September 3 , 2014, and then publicly opened and read aloud for a Commercial Mower .

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King at (931) 560-1580

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

Bid Instructions:

To be considered, you must:

1. Submit a complete bid sheet as furnished with this invitation to bid.
2. Submit a copy of the specification pages included with this invitation to bid on which you have indicated either full compliance with specifications as written or supplied comments explaining the exception taken
3. Have on file a current vendor application on file. A copy of the vendor application may be found online at <http://www.columbiatn.com/bidprojects.htm>

All forms must be signed by someone with the authority to bind the bidder in the spaces provided.

All bid documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid Commercial Mower** and opening date of bid, September **3, 2014**.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or e-mailed bids shall not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All costs associated with preparation or delivery of a bid shall be the sole responsibility of the bidder.

1. SCOPE

The City of Columbia is seeking to purchase three (3) commercial mowers to be used to maintain various City owned parks and recreational areas. These mowers shall be new and a current

production models built for commercial use and suitable for the intended use as described above. The specifications contained herein describe the minimum requirements of the City. All bid must meet or exceed these minimum requirements.

2. GENERAL CONDITIONS

1. Acceptance of Bids: The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. Error in Bid: In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. Discount Period: Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. Sample of Materials: Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. Signatures on Bids: Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. Alternate Bids: Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. Proposal Sheets: Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. Federal or State Sales, Excise or Use Tax: Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. Delivery: The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no

time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.

10. Compliance: Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number fifteen (15) of these conditions.
11. Specifications: It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. Inspection: Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. Bid Opening: Bids may be mailed or delivered to the Purchasing Agent in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. Cancellation: The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. Permit Requirements: Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. Multi-Year Contracts: The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
17. Financial Statements: Financial statements will be submitted upon request.
18. Term of Payment: Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. Complaints – Vendors

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

3. SPECIAL CONDITIONS

1. All bids shall be FOB City of Columbia Parks and Recreation Department, 503 Carter Street, Columbia, Tennessee 38401.
2. The mower shall be fully assembled with all fluid levels within factory specifications and ready for operation at the time of delivery.
3. Any and all exceptions to minimum specifications as contained herein shall be fully explained by the vendor in writing and attached to the bid when submitted. Failure to document instances where the mowers fail to meet specifications shall not relieve the awarded vendor from the responsibility to supply mowers meeting specifications

4. INSURANCE

The Vendor, **if requested**, shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Vendor shall furnish, if requested, a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).

3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

5. WARRANTY - Information on any and all warranties **must be supplied** with the bid when submitted.

6. SERVICE - The bidder shall furnish with the bid the location of service providers, contact names and telephone numbers.

7. LAWS, TAXES AND INDEMNIFICATION – The Bidder shall comply with all applicable local, State and Federal laws. The contractor is further responsible for all taxes associated with providing goods or services as a result of this invitation to bid. The Bidder agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the bidder, his employees, or any subcontractors.

8. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet contractual obligations and shall be cause for cancellation of contract.

9. PAYMENTS - Payment will be made within 30 days of provided the following conditions have been met:

1. A complete and accurate invoice has been delivered to the Director of Parks and Recreations.
2. The mower has been properly delivered and accepted by the Director of Parks and recreation or his designee

10. Bid Award – The City of Columbia adheres to the policy of awarding to the lowest, responsible, responsive bidder. The following will be additional factors considered in the recommendation for award.

1. Meets minimum specifications as contained herein.
2. Maintains a service facility within approximately an hour drive of Columbia Tennessee.
3. Maintains a parts inventory of routine maintenance items as well as other repair items normally subject to replacement due to wear and tear.
4. Offers the lowest price delivered to Columbia.

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11. SPECIFICATIONS AND REQUIREMENTS FOR MOWER- City of Columbia Parks and Recreation
 Department – Solicitation # 444-0814-08

Specification #	Specification and Requirements
5.1	Engine – Minimum net horsepower - 35
5.2	Fuel Type – Diesel
5.3	Power Steering
5.4	Hydrostatic Dual range Transmission with direct shaft drive
5.5	Single Pedal Foot Control preferred
5.6	4 wheel drive
5.7	Brakes – Wet Type Disc
5.8	72” Front Mounted Side Discharge welded Mower Deck
5.9	Tires – Turf Type , largest available for model bid
5.10	Mower to be built to commercial standards and designed for heavy commercial applications
5.11	Electrical System – 12 V automotive type
5.12	Rollover Protection Bar & seat belt
5.13	Tilt on the mower deck for cleaning & maintenance
5.14	Cutting Height – 1.5 ‘ to 5”
5.15	Cutting Blades – 3

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CITY OF COLUMBIA - BID SHEET – PAGE 1 OF 1 PAGES – INVITATION TO BID - COMMERCIAL MOWER
SOLICITATION # 444-0814-08

Bidders may offer multiple make and models with this bid sheet.

ITEM	MAKE	MODEL	BID
1			
2			
3			

Nearest factory authorized repair and parts facility

Factory Specifications enclosed? _____ Warranty Information enclosed? _____

All exceptions noted and documented? _____

In compliance with this Invitation for Bid for COMMERCIAL MOWER, solicitation #444-0814-08 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all mowers for which a bid has been submitted at the price quoted above. All mowers, for which a bid has been submitted, meet or exceed the specifications of this solicitation or any and all instances where a mower being bid fails to meet minimum specifications has been disclosed in writing and is part of this bid submission.

My signature below certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: _____

Signature: _____

Name (type/print): _____

Title: _____

Date: _____ Email Address: _____