



205 S. Main Street • Urbana, Ohio 43078 • <http://www.urbanaohio.com> • 937-652-4305

**Invitation for Bid
City of Urbana, Ohio
2014 Mowers (Parks Division)**

Release Date: Thursday, February 6, 2014

Your sealed written bid is requested for: Mowers for the Parks Division per the specifications and quotation form.

Bids shall be received in the City of Urbana Finance Office, Attn: Doug Crabill, 205 South Main Street, Urbana, OH 43078 via delivery or mail no later than: 2:00PM Friday, February 28, 2014. Postmarks shall not be accepted.

Envelopes shall be plainly marked: 2014 Mowers

For further information on the trade-ins, contact:
Chris Stokes-Parks Superintendent
Phone: 937-652-1053

Bidders may inspect the trade-in mowers by appointment with the respective department superintendent.

Submit one (1) signed original bid.

Contact Doug Crabill by written correspondence or via email (doug.crabill@ci.urbana.oh.us) with any questions about this bid document no later than 5:00PM on 2-20-2014. Any changes will be distributed to any known potential bidders and posted on our website at www.urbanaohio.com. All vendors are responsible for checking this site for any additional information.

General Bid Provisions

- 1) Bidder is encouraged to use the City's bid form that is enclosed, as none other will be accepted.
- 2) The bid response shall be legible and shall be given in the spaces provided.
- 3) A copy of the bid tabulation may be obtained on the city's website at www.urbanaohio.com.
- 4) All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this Invitation for Bid.
- 5) Bids are to include all shipping costs to the point of delivery as indicated above.
- 6) The City of Urbana is exempt from payment of federal excise taxes and state retail sales taxes (Federal Tax Exemption Registry Number is 34-640-1492-W).
- 7) State Manufacturer and Model No. of items you are bidding and send descriptive literature with your bid.

- 8) The City of Urbana reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid that is deemed by City to be in the best interest of the City.
- 9) The City of Urbana reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.

City of Urbana, Ohio BID

Bid Reply to Invitation to Bid: 2014 Mowers
 Bid No Later Than: 2:00PM Friday, February 28, 2014

The City of Urbana is considering the purchase of mowers for the Parks Division. The specifications for the mowers that we are considering for purchase are listed below. A specific brand is not required, although it may be desired. We will consider all types even if a specific brand is inadvertently mentioned in the specifications. Your detailed specifications on each machine must be included with your bid.

You may bid on any or all items. Please place "NB" for No Bid for any items that you are not apply to supply or provide a quotation for.

For servicing reasons, the bidding company must be located within 30 miles of the City of Urbana and must be able to perform factory service on quoted equipment. Pickup and delivery for warranty work shall be provided at no charge. In addition, the bidding company shall provide an equivalent loaner mower upon the city's request when the quoted equipment is out of service due to repairs during the length of the warranty period.

Please list a trade in value for each piece of equipment separately. However, the City of Urbana reserves the right to not trade in these items.

1. Commercial Zero Turn-Parks Division.-(Qty 2) \$ _____/each
- Mid Mount Deck
 - 60" Mowing Deck
 - Lap Bar Control (Not Steering Wheel)
 - Gasoline Engine (25.5HP or nearest equal HP)
 - 7-Gauge Stamped Mower Deck
 - Comfortable Suspension Seat
 - ROPS (Rollover Protective Structure) Equipped
 - 3 or more years-Commercial Warranty

Trade-In

- Cub Cadet Commercial TANK, 60" deck, 27HP, 554.0 hrs (as of 2/6/2014) \$ _____
- Cub Cadet Commercial TANK, 60" deck, 27HP, 577.0 hrs (as of 2/6/2014) \$ _____

Net Delivered Price for two (2) mowers with trade-in \$ _____
 Net Delivered Price for two (2) mowers without trade-in \$ _____

Anticipated Delivery: ____ business days after placing order

Warranty good for ____ years

Please list any difference(s) from Specifications:

2. Commercial Zero Turn-Parks Division (Qty 2) \$ _____/each

- Mid Mount Deck
- 72" Mowing Deck
- Lap Bar Control (Not Steering Wheel)
- Gasoline Engine (35HP or nearest equal HP)
- 7-Gauge Stamped Mower Deck
- Comfortable Suspension Seat
- ROPS (Rollover Protective Structure) Equipped
- 3 or more years-Commercial Warranty

Trade-In

Cub Cadet Commercial TANK, 72" deck, 35 HP, 1009.0 hrs (as of 2/6/2014) \$ _____

Cub Cadet Commercial TANK, 72" deck, 35 HP, ?????.? hrs (as of 2/6/2014) \$ _____

(The hour meter will not display hours for this unit. However, this unit was purchased at the same time as the other unit. As a result, the hours should be close to the hours on the other unit.)

Net Delivered Price for two (2) mowers with trade-in \$ _____

Net Delivered Price for two (2) mowers without trade-in \$ _____

Anticipated Delivery: _____ business days after placing order

Warranty good for _____ years

Please list any difference(s) from Specifications:

The undersigned hereby certifies that items furnished as a result of this bid will be in full accordance the City of Urbana specifications applying thereto unless exceptions are stated above. The City of Urbana reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid that is deemed by City to be in the best interest of the City. The City of Urbana reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.

All delivery costs are included in this bid quotation regardless of F.O.B. destination.

Prices shall remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Terms are Net 30 Days upon delivery.

Bidding Company: _____

Address: _____

City: _____ State: _____ Zip: _____

By: _____ (Name and Title, Authorized Representative of Bidder)

Signature: _____

Phone No.: _____ Fax No.: _____

Fed ID No.: _____

E-Mail Address: _____

City of Urbana
Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Urbana and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Finance Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior authorization is obtained from the Finance Department. All invoices are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Urbana is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 36-640-1492-W. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Urbana reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default (defined as notified in writing by the City of Urbana you are in default and you have failed to cure the default within the time specified), the City of Urbana may procure the items from other sources and hold you responsible for any excess costs incurred thereby and any other damages permitted by law.
9. **NO VERBAL AGREEMENTS:** The City of Urbana will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Urbana.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and hold harmless the City of Urbana, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

11. **INSPECTION:** The City of Urbana may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Urbana including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Urbana, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Urbana. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Urbana.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Urbana or to an agent or consignee duly designated by the City of Urbana at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Urbana. A packing slip must accompany each such shipment and if a shipment is to be a consignee or an agent of the City of Urbana, a copy of the packing slip shall be forwarded concurrently to the City of Urbana. If no such packing slip is sent, the count or weight by the City of Urbana or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **HOLD HARMLESS:** You shall indemnify and hold the City of Urbana, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suit, or liabilities (including attorney's fees of the City of Urbana) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Urbana upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Urbana other than where the City of Urbana's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
15. **INSURANCE:** If requested by the City of Urbana, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Urbana, which policies shall be written so as to protect the City of Urbana and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Urbana and proof of such insurance shall be furnished by you to the City of Urbana. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Urbana within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
16. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed

to be incorporated herein by reference the same as if fully set forth herein. The City of Urbana shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Urbana or a party duly authorized by the City of Urbana). Upon the City of Urbana's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Urbana.

17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Urbana, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Urbana, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
19. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Urbana in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Urbana may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Champaign County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.

24. INDEPENDENT CONTRACTOR: The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Urbana.



To: All Bidders
From: Doug Crabill, Assistant to the Director of Administration
Re: Submittal Requirements-Checklist
Date: Thursday, February 6, 2014

Dear Interested Bidders:

The bidder's proposal shall include the documents listed below. All documents shall be signed by the corporate officer submitting the bid proposal. This list is intended to be a checklist. If you omit any of the items listed, your bid may be considered non-responsive. If you fail to complete any of the submitted items below, you may be asked to complete such items for consideration.

Please submit:

- This Page (Checklist, Signed and Dated)
- Bidder's Proposal
- Delinquent Tax Affidavit
- Non-Collusion Affidavit
- Certification Against Debarment and Suspension
- Unresolved Finding for Recovery Certification
- Certificate in Compliance with Section 3517.13 (Campaign Contributions)
- Certifications or Corporate Resolution (corporation only)

By signing below, bidder acknowledges that all bid forms are properly executed as required.

Signature _____

Date _____

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-
DELINQUENCY OF
PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO

ss:

COUNTY OF _____

TO: City of Urbana

The undersigned, being first duly sworn, having been awarded a contract by you for the 2014 Mowers, Urbana, Ohio, hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 2014.

Notary Public

NONCOLLUSION AFFIDAVIT

State of Ohio

ss:

County of _____

Bid Identification: 2014 Mowers

CONTRACTOR _____(name of individual), being first duly sworn, deposes and says that he is _____(sole owner, a partner, president, secretary, etc.) of _____(corporate or business name of the party making the foregoing BID); that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee or will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Affiant

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

Signed: _____

Title: _____

UNRESOLVED FINDING FOR RECOVERY CERTIFICATION

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ **does not**
(Company or Individual Name)

have an unresolved finding for recovery issued by the Auditor of the State of
Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of _____, 2014.
(Date)

Signature of Officer or Agent

Name (Print)

STATE OF _____)

ss:

COUNTY OF _____)

Sworn to and subscribed in my presence this _____ day of _____
_____, 20____.

Notary Public, State of Ohio
My commission expires _____, 20____.
Recorded in _____ County

CERTIFICATE IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE
FOR CONTRACTS AWARDED SEPTEMBER 29, 2009 AND
THEREAFTER

I, _____, as an individual or as a representative
(Please print)

of _____, am submitting a bid for a contract
(Name of Company)

for _____ to be awarded by the City of Urbana.
(Type of Product or Service)

I hereby certify the following statements to be true with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13. I further state that I have the authority to make the following representation on behalf of myself or of the business entity:

1. That none of the following **individuals** has made one or more campaign contributions totaling in excess of \$1,000 to any member of the Urbana City Council or their individual campaign committee within the previous twenty-four (24) months, and that if awarded a contract for the purchase of goods or services with an aggregate in excess of \$10,000 in a calendar year, none of the following **individuals** shall, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, make one or more contributions totaling in excess of \$1,000 to any member of the Urbana City Council or their individual campaign committee:
 - a. An individual or sole proprietor;
 - b. Any partner or owner of the partnership or unincorporated business;
 - c. Any shareholder of an association;
 - d. The administrator or executor of an estate;
 - e. A trustee of a trust;
 - f. The owner of more than 20% of a corporation or business trust;
 - g. The spouse of any one of the above;
 - f. Each child seven years of age to seventeen years of age of any person identified above.

2. That **no combination of the following** has made one or more contributions totaling in excess of \$2,000 to any member of the Urbana City Council or their individual campaign committee within the previous twenty-four (24) months; and that if awarded a contract for the purchase of goods or services with an aggregate in excess of \$10,000 in a calendar year, **no combination of the following**, shall, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, make one or more contributions totaling in excess of \$2,000 to any member of Urbana City Council

or their individual campaign committee:

- a. An individual or sole proprietor;
- b. Any partner or owner of the partnership or unincorporated business;
- c. Any shareholder of an association;
- d. The administrator or executor of an estate;
- e. A trustee of a trust;
- f. The owner of more than 20% of a corporation or business trust;
- g. The spouse of any of the above;
- h. Each child seven years of age to seventeen years of age of any person identified above;
- i. Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

3. I recognize that any contract awarded to me/my company in violation of R.C. 3517.13 may be rescinded and that I/we may be either fined not more than one thousand dollars or an amount equal to three times the amount contributed in excess of the amount permitted by the applicable division, if I am found guilty.
4. I further recognize that, pursuant to R.C. 3517.992(R)(3), knowingly making a false statement on this certification is a fifth degree felony.

Signature

Title

Date

Sworn to before me, and subscribed in my presence this ____ day of _____, 20____.

SEAL

Notary Public

CERTIFICATIONS

I, _____, certify that I am _____ of the corporation named as supplier herein; that _____, who signed this agreement on behalf of the supplier was then _____ of said corporation, and that said agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate
Seal

Signature

Print Name and Title

Date: _____