



## REQUEST FOR BIDS

Sealed bids will be accepted by the City of Roseville, Purchasing Department at 29777 Gratiot Avenue, Roseville, MI 48066 until **11:00 AM Local Time, December 22, 2015** at which time they will be publicly opened and read aloud for the following:

### **Kubota RTV-X1100CWL-Utility Vehicle 4WD**

Nominal specifications are on the attached sheet(s).

- All envelopes are to be marked and due with the following information: bid number, time and date:

**Sealed Bid # 101-031512  
December 22, 2015 at 11:00 AM Local Time**

Specifications may be viewed and/or obtained at [www.mitn.info](http://www.mitn.info). Documents will only be available through the MITN site.

- All bids are to be firm for ninety (90) days for the purpose of reviewing prior to awarding.

As a condition of this bid, the City reserves the right to reject any or all bids or to split the award by items unless otherwise stipulated in your bid, or to accept the bid which will best serve its interest. All bids will be received and submitted to the City Council.

Paul VanDamme  
Purchasing Assistant

(586) 445-5425

Attachments

The following is to appear in the: **Macomb Daily** on **Friday, December 11, 2015**

**BIDS WANTED**

The City of Roseville requests sealed bids for:

**Kubota RTV-X1100CWL-Utility Vehicle 4WD  
BID #101-031512**

Sealed Proposals will be received at the Purchasing Office, City of Roseville, 29777 Gratiot Avenue, Roseville, Michigan, 48066 up to **11:00 A.M., Local Time, Tuesday, December 22, 2015** at which time they will be publicly opened and read aloud.

SPECIFICATIONS

Plans and specifications may be viewed and/or obtained at [www.mitn.info](http://www.mitn.info). Documents will only be available through the MITN site. Bids will be rejected unless submitted on the forms included with the bidding documents.

The right is reserved by the City of Roseville to accept any bid, to reject any or all bids or to waive irregularities in any bid in the best interest of the City.

City of Roseville

Paul VanDamme  
Purchasing Assistant

**City of Roseville**

**Bid #101-031512**

**Kubota RTV-X1100CWL- Utility Vehicle 4WD**

**Due: December 22, 2015**

<u>Qty.</u>	<u>Description</u>
1	<b>Kubota RTV-X1100CWL-Utility Vehicle 4WD</b> w/factory cab-air and heat w/spray on bed liner worksite style tires standard factory colors
1	V5282 front halogen lights
1	V5283 rear halogen lights
1	VVC5058 strobe light LED
1	V5257 turn signal kit
1	V5236 back up alarm
1	Boss #6UTV poly s plow w/RT3 MTG high performance HY System w/hydraulic angle + lift cylinders w/rubber snow deflector
1	Boss 6'6" UTV Power-VXT steel blade
*	Complete parts, service manuals for unit, engine and plow at time of delivery. Must include all dealer and factory warranties.

**Bidder shall include cost of dealer prep and delivery to 29777 Gratiot Ave, Roseville, MI 48066.**

**Please contact Scott Pruzinsky at 586-445-5475 with any questions.**

BID #: 101-0031512

ITEM: Kubota RTV-X1100CWL-Utility Vehicle 4WD

DUE: December 22, 2015 at 11:00 a.m. Local Time

### **SUBMISSION AND RECEIPT OF BIDS**

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City reserves the right to postpone the bid opening for its own convenience.

Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the Purchasing Department. All Bids shall be labeled with the Bid # and Name as well as the aforementioned bid opening date/time. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and bids shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a "No Bid," do not follow the above directions but send a letter to the Purchasing Division indicating your desire to be kept on the bid list.**

Bids shall be mailed or delivered to City of Roseville, Purchasing Department, and 29777 Gratiot Avenue, P.O. Box 290, Roseville, MI 48066 before the stated deadline. **No faxed bids will be accepted.**

### **RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept any item in the bids. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as nonresponsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided.

### **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS**

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof, is valid only if given by the City's Purchasing Department Staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Department. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

### **CHANGES AND ADDENDA TO BID DOCUMENTS**

Each change or addendum issued in relation to this bid shall be on file in the Purchasing Department. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

### **SPECIFICATIONS**

Unless otherwise stated by bidder, the bids will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the bid document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

### **ALTERNATE BIDS**

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to

the terms and conditions, specifications, or any other requirements of this bid, may be considered non-response, and at the opinion of the City, may result in rejection of the bid.

#### **PRICING**

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

#### **QUANTITIES**

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

#### **DELIVERY**

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are from 8:00 a.m. to 4:00 p.m., Monday – Friday.

#### **TAXES, TERMS AND CONDITIONS**

The City of Roseville is exempt from Federal Excise and State Sales Tax. Please review the State of Michigan's Revenue Administrative Bulletin 1999-2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6007202. Payment terms are Net 30 days upon receipt and acceptance.

#### **AWARD**

The bids will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the bid document, the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent.

#### **WITHDRAWAL OF BIDS**

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Department staff may, but discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

#### **DEFAULT CONDITIONS**

In case of default by the contractor, the City may procure the articles or services from other sources and hold the bidder responsible for an excess cost occasioned thereby. IN case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder, such error may be subject to default conditions.

#### **INFRINGEMENTS AND INDEMNIFICATIONS**

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against, any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgements and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

#### **INSURANCE (Required for work on or within City/SERESA Property/Facilities)**

The awarded bidder furnishing labor in/on City/SERESA public premises agrees to hold the City of Roseville,

SERESA and cooperative members harmless from liability loss and will maintain minimum coverage outline below. An Accord from outlining coverage will be returned with the bid documents. The following coverage is part of the General Liability Policy:

Policy should be on an **Occurrence Basis With Combined Single Limits**.

Commercial General Liability	\$1,000,000.00
Products/Completed Operations Liability	\$2,000,000.00
Automobile Liability – Any Auto	\$1,000,000.00
Excess Liability	\$1,000,000.00
Workers’ Compensation and Employers Liability per State statute.	

Additionally, it is the Respondent’s responsibility to assure that the affording Commercial General Liability carrier endorse the policy to reflect the City of Roseville and SERESA, elect and appointed official, employees, and volunteers as Additional Insureds. Further, the Additional Insured status must be modified to reflect the afforded extension of coverage as Primary and Non-contributory in relationship to any self-insured program administered by the City, SERESA and/or any insurance coverages secured directly by the City and SERESA. Finally, Waiver of Subrogation in favor of the City and SERESA must be endorsed on the Respondent’s Commercial General Liability and Workers’ Compensation policies. Thirty (30) days written notice of cancellation/reduction material change will be provided. All documents will be forwarded to the City of Roseville, Purchasing Department, and 29777 Gratiot Ave., P.O. Box 290, Roseville, MI 48066.

**TERMS AND CONDITIONS**

1. Inspection of delivery will be made at the delivery point unless otherwise specified.
2. All containers or reels are to remain the property of the buyer unless otherwise specified.
3. The buyer is exempt from any sales and excise tax.
4. The Purchasing Agent may grant additional time for delivery when the buyer is at fault or if he is satisfied the delivery is beyond the control of the vendor. Such grant must be in writing and made part of the order.
5. Rejected material will be returned to the vendor at the vendor’s risk and expense.
6. Material must be properly packaged. Damaged material will not be accepted.
7. It is agreed that goods delivered shall comply with all Federal, State or Local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless they buyer free from loss, cost or damage by reason or actual or alleged infringements or latters patent.
8. Bidder shall insert unit and total price opposite each item.
9. Trade discounts will be a factor in determining the successful bidder.
10. A bidder offering foreign-made merchandise must so indicate in the bid.
11. All prices must be FOB, Delivery Point, where specific purchase is negotiated FOB, Shipping point, the vendor is to pre-pay shipping charges and add to invoice.
12. The award of tie bids will be decided by the Purchasing Agent.
13. Where the unit price and the total price are at variance, the unit price will prevail.
14. The buyer reserves the right to reject any or all bids; to waive informality when in the opinion of the Purchasing Agent it is to the best interest of the buyer to do so.
15. In case of default of the contractor, the buyer may procure the articles or services from other sources and charge the contractor as liquidated damages any excess cost of damage occasioned thereby.
16. Samples must be furnished where required.
17. Specifications or plans included with this bid shall be fully complied with.
18. Bidders are not permitted to take advantage of any errors or omissions in specifications, since full instructions will be given should they be called to our attention not less than two (2) working days before bids are due.
19. Businesses located in the City of Roseville, or Principal Officer of business being a resident of the City, will be granted a five percent (5%) allowance toward bid price as per Roseville City Charter. Please submit business name, principal officer name, and address location with your bid quote.

# P R O P O S A L

**City of Roseville**  
 Purchasing Department  
 29777 Gratiot Avenue  
 Roseville, MI 48066

Phone: 586-445-5425  
 Date: December 7, 2015

All Bids MUST be submitted in a sealed envelope and received in the Purchasing Office no later than:

**December 22, 2015 at 11:00 AM Local Time**

All Bids MUST be clearly marked:

**BID: # 101-031512 DUE: December 22, 2015 at 11:00 AM Local Time**

Description	Qty	Price
<b>Kubota RTV-X1100CWL-Utility Vehicle 4WD</b> Per attached specifications <b>Price to include dealer prep and Shipping;</b> City of Roseville 29777 Gratiot Ave Roseville, MI 48066	1	\$
For questions contact Building Maintenance Foreman, Scott Pruzinsky @586-445-5475.		
<b>TOTAL</b>		\$

State Terms, if any \_\_\_\_\_ Time of Delivery \_\_\_\_\_

- The City of Roseville reserves the right to accept or reject any or all bids, or split awards by item, unless otherwise stipulated, deemed to be in the best interest of the City.
- Bidder's Certification: It is hereby affirmed that the above bid has been made in accordance with terms and conditions set forth on the face side hereof and that the bidder will accept any awards made to him as a result of the quotation.

Company	Signature
Address	Print Name
City/State/Zip	Title
Phone	Date
Fax	Email

Businesses located in the City of Roseville, or principal officer of business being a resident of the City, will be granted a five percent (5%) allowance toward the bid price as per Roseville City Charter. Indicate business name, principal officer's name, and Roseville Address below:

Company & Roseville Address		Principal Officer & Title	
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