

CITY OF ERLANGER
INSTRUCTIONS TO BIDDERS

1. Read the City of Erlanger Self-Contained Breathing Apparatus (SCBA) Bid Form, Agreement, and Specifications attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
2. Complete the Bid Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
 - 2.1 The amount of the bid or proposal.
 - 2.2 The complete name, address, telephone number and e-mail address of the Bidder/Vendor.
 - 2.3 The signature of the Bidder/Vendor or someone signing for the Bidder/Vendor.
 - 2.4 The printed name of the signatory.
 - 2.5 The date.
3. Complete the Agreement attached hereto and made a part hereof by reference by:
 - 3.1 Providing the printed name of the bidder as the Vendor in the blank in the first paragraph.
 - 3.2 Signing the Agreement at the end.
4. Have the signature on the Agreement notarized.
5. Seal the signed Bid Form, signed and notarized Agreement, and completed specification request within an envelope with the words "City of Erlanger Self Contained Breathing Apparatus Bid" written or otherwise indicated on the outside of the envelope; deliver the sealed envelope to the office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, Kentucky before 2:00 p.m., prevailing time on or before October 10, 2018.

BID FORM

The undersigned Vendor hereby bids, offers and proposes to sell, convey and deliver to the City of Erlanger (City) the Self-Contained Breathing Apparatus (SCBA) described and specified in the document entitled City of Erlanger SCBA Specifications attached hereto and made a part hereof by reference, for the "Amount Bid" indicated in this form; and pursuant to the terms and provisions of the Purchase and Sale Agreement attached hereto and made a part hereof by reference.

This bid, offer, and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date of this bid, offer and proposal and may be accepted by the City of Erlanger at any time prior thereto, provided that a copy of the Agreement attached hereto is signed on behalf of the City of Erlanger by the Mayor thereof and mailed by certified mail, return receipt requested.

The undersigned Vendor hereby authorizes the City to investigate the Vendor and inspect and copy any and all records, books of account, correspondence, or other documents reasonable necessary for the City to determine the responsibility and ability of the Vendor to comply with terms and provisions hereof and the Purchase and Sale Agreement.

Amount Bid _____

Complete Name of Vendor _____

Signature of Vendor or
Authorized Representative _____

Printed Name of Signatory _____

Complete Address of Vendor _____

Telephone Number of Vendor _____

E-mail address of Vendor _____

Date _____

CITY OF ERLANGER
SELF-CONTAINED BREATHING APPARATUS
PURCHASE AND SALE AGREEMENT

This Agreement is by and between the CITY OF ERLANGER, a Home Rule city in Kenton County, Kentucky, which shall hereinafter be identified and referred to as the “CITY” and

(PRINTED NAME OF VENDOR)

the personal representatives, heirs, legatees, devisees, successors and assigns thereof, who shall hereinafter be referred to collectively as the “**VENDOR**”;

WITNESSETH:

WHEREAS, the City was awarded a grant and therefore has appropriated certain funds for the purchase and acquisition of self-contained breathing apparatus (SCBA); and

WHEREAS, pursuant to K.R.S. 424.260; the City advertised for bids for SCBA; and, in response thereto, received the bid of the Vendor attached hereto and made a part hereof by reference; and

WHEREAS, the attached bid of the Vendor was accepted by the City;

NOW, THEREFORE, the City and the Vendor hereby agree as follows:

1. Within _____ consecutive calendar days after this Agreement has been signed on behalf of the City and mailed to the Vendor, with time being of the essence, the Vendor shall cause to be delivered to the City, at the offices thereof in Erlanger, Ky., the absolute possession of the SCBA described and specified in the City of Erlanger SCBA Specifications attached hereto and incorporated herein by reference, free and clear of all liens and encumbrances thereon, with all of the warranties provided by KRS 355.2-313 through and including 355.2-318.
2. Simultaneously with the receipt by the City of the SCBA, the City shall pay to the Vendor the “Amount Bid” by the Vendor in the Bid Form attached hereto and incorporated herein by reference.
3. The Vendor shall be liable to the City and responsible for all incidental and consequential damages sustained or incurred by the City as a result of any failure of the Vendor to comply with the terms and provisions of this

Agreement or any warranty indicated therein regardless of any contrary provisions in the bid of the Vendor.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

(PRINTED NAME OF VENDOR)

(PRINTED MAILING ADDRESS OF VENDOR)

IN WITNESS THEREOF THIS AGREEMENT HAS BEEN SIGNED FOR AND ON BEHALF OF THE VENDOR AND THE CITY OF ERLANGER BY AND THROUGH THEIR RESPECTIVE OFFICIALS ON THE DATES INDICATED.

SUBSCRIBED AND SWORN TO before me, a Notary Public, by Tyson Hermes, as Mayor of the City of Erlanger, on _____, 2018.

NOTARY PUBLIC
Kentucky, State at Large

MAYOR TYSON HERMES

Commission Expires _____
State of _____
County of _____

SUBSCRIBED AND SWORN TO before me, a Notary Public, by _____ of _____
(PRINTED NAME OF SIGNATORY) (PRINTED NAME OF VENDOR)
on _____, 2018.

NOTARY PUBLIC

Signature of Signatory

Commission Expires _____
State of _____
County of _____