

## INSTRUCTIONS TO BIDDERS

1. Read the Fire/EMS Public Safety Radio System Subscriber Units Bid Form, Agreement, and Specifications attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your sealed bid. Any changes in those specifications or contractual provisions may invalidate any bid 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 "Fire/EMS Public Safety Radio System Subscriber Units 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 10:00 a.m., prevailing time on or before November 16, 2018.

**BID FORM**

The undersigned Vendor hereby bids, offers and proposes to sell, convey and deliver to the City of Erlanger (City) the Public Radio System Subscriber Units described and specified in the document entitled 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 at any time prior thereto, provided that a copy of the Agreement attached hereto is signed on behalf of the City 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 \_\_\_\_\_

**FIRE/EMS PUBLIC SAFETY RADIO SYSTEM SUBSCRIBER UNITS**  
**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 has appropriated certain funds for the purchase and acquisition of Fire/EMS Public Safety Radio System Subscriber Units; and

**WHEREAS**, pursuant to K.R.S. 424.260; the City advertised for bids for Fire/EMS Public Safety Radio System Subscriber Units; 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 Fire/EMS Public Safety Radio Systems Subscriber Units described and specified in the 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 Fire/EMS Public Safety Radio Systems Subscriber Units, 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.

\_\_\_\_\_  
MAYOR TYSON HERMES

\_\_\_\_\_  
NOTARY PUBLIC  
Kentucky, State at Large  
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.

\_\_\_\_\_  
Signature of Signatory

\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_