

CITY OF FAIRMONT
WEST VIRGINIA



BID FY25-35

**TWO (2) NEW CUB CADET PRO Z-972-SDL-EFI MOWERS
FOR PARKS & RECREATION DEPARTMENT**
~ or approved equal

BID OPENING DATE & TIME:

11:00 A.M.

TUESDAY, MAY 6, 2025

BID OPENING LOCATION:

CITY OF FAIRMONT

200 JACKSON STREET, ROOM 305

3RD FLOOR – J. HARPER MEREDITH BUILDING

FAIRMONT, WV 26554



INVITATION TO BID

BID: FY25-35

TWO (2) NEW CUB CADET PRO Z-972-SDL-EFI DUAL WHEEL MOWERS
FOR PARKS & RECREATION DEPARTMENT

~or approved equal

Bids Due: TUESDAY, MAY 6, 2025 AT 11:00 AM (EST)

INFORMATION FOR BIDDERS

The City of Fairmont is seeking proposals for "**BID FY25-35: TWO (2) NEW CUB CADET PRO Z-972-SDL-EFI DUAL WHEEL MOWERS**" *~or approved equal* under the terms and conditions set out further in this Bid Packet.

1. RECEIVING OF BIDS

SEALED BIDS will be received by the City of Fairmont (herein called the "OWNER"), at the City Manager's Office, City Hall, Fairmont, West Virginia until **11:00 AM on TUESDAY, MAY 6, 2025**, and then will be publicly opened and read aloud at that time.

The City of Fairmont will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the submissions to the City of Fairmont by the given deadline.

2. PREPARATION OF BIDS

Each bid must be submitted on the proposal forms that are furnished with the bid packet and placed in a *sealed envelope and plainly marked*, on the outside, with the bidder's name and address and identified as:

"BID FY25-35: TWO (2) NEW CUB CADET PRO Z-972-SDL-EFI DUAL WHEEL MOWERS"

US POSTAL SERVICE:

If forwarding the bid by US Postal Service, the sealed envelope that contains the **BID** must be enclosed in another envelope and addressed to:

City of Fairmont
Attention: Purchasing Coordinator
PO Box 1428
Fairmont, WV 26555-1428

The City of Fairmont assumes no responsibility for receiving a bid that has been mailed through the US Postal Service after the deadline. A bid received through US Postal Service after the deadline will not be accepted.



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COURIER SYSTEM SERVICE:

If forwarding the bid through a courier system, the sealed envelope that contains the **BID** must be enclosed in another envelope and addressed to:

City of Fairmont
Attention: Purchasing Coordinator
200 Jackson Street, Room 305
Fairmont, WV 26554

The City of Fairmont assumes no responsibility for receiving a bid that has been mailed through a courier system after the deadline. A bid received through a courier system after the deadline will not be accepted.

Hours of operation for the City of Fairmont Purchasing Department are Monday – Friday, 8:30 a.m. – 4:30 p.m. (EST), excluding holidays.

The City of Fairmont assumes no responsibility for the premature opening of a bid that is not properly addressed and/or identified.

3. QUALIFICATIONS OF BIDDER

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the obligations of the contract. The BIDDER shall furnish the OWNER with all such information and data as requested. The OWNER reserves the right to reject any BID if the investigation fails to satisfy the OWNER that a BIDDER is properly qualified to carry out the obligations of the Agreement.

4. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other bid documents will be made to any bidder orally. All questions by prospective bidders, including interpretations of “~or approved equal” value must be submitted by emailing Toni Delimpo, Purchasing Coordinator, at tdelimpo@fairmontwv.gov or by mail to City of Fairmont, Attn: Purchasing Coordinator, PO Box 1428, Fairmont, WV 26555-1428, and must be received by the specified deadline that is listed in the Bid Timetable.

Any addenda that may be issued, on this bid, will be posted online at fairmontwv.gov/bids.aspx. It is the responsibility of the bidder to check the City of Fairmont’s official website for any updates before submitting a bid. Failure of any bidder to receive any addenda or interpretation shall not relieve such bidder from any obligation under their bid, as submitted. Failure to acknowledge any addendum issued may result in the rejection of the bid.



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5. VENDOR PREFERENCES

State and local vendor preferences may apply, if a written claim is made at the time the bid is submitted.

6. AWARD OF CONTRACT AND OWNER'S RIGHT TO WAIVE OR REJECT

The City of Fairmont may ask for individual pricing in this proposal; however, it is the intent to award this bid to one vendor with the overall lowest, most responsible bid.

The City of Fairmont reserves the right to reject any or all proposals or waive any irregularity in this bid or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Invitation to Bid, in the best interest of the City of Fairmont. The City also reserves the right to re-advertise proposals using the same or a different request for proposals.

This Invitation to Bid does not commit the City of Fairmont to award a contract or to procure services or goods.

7. STATEMENT OF CONFIDENTIALITY

All proposal submissions are subject to the Freedom of Information Act (FOIA).

Responses to this Invitation to Bid will become the exclusive property of the City of Fairmont. All materials, unless defined and labeled by the respondent as "trade secrets" or "proprietary business information" may be subject to disclosure upon request under the West Virginia Freedom of Information Act found in West Virginia Code §29B-1-1 et seq. The City shall not be liable for the disclosure of any such information. The FOIA form can be found on the City of Fairmont's website at www.fairmontwv.gov.

8. LEGAL ADVERTISEMENT

This Invitation to Bid will be advertised in the Times West Virginian as a Class II legal ad on Thursday, April 24, 2025 and again on Thursday, May 1, 2025.



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9. REQUIRED BID DOCUMENTS

The City of Fairmont may disqualify a Bid if the following required documents are not included in the sealed bid:

1. Bid Specification & Proposal Form
2. Addendum Acknowledgement
3. Signed addendum (If any are issued during the bid process)
4. Certification & Signature Page
5. Non-Discrimination Affidavit
6. Non-Litigation Certificate
7. Drug Free Workplace Affidavit

The City of Fairmont may request the awarded bidder to submit the following documents, if needed in order to proceed:

1. WV Business License
2. City of Fairmont Business License
3. W9

10. BID TIMETABLE

The anticipated schedule for the bid process is as follows:

- Thursday, April 24, 2025 Bid documents available
www.fairmontwv.gov/bids.aspx
- Friday, May 2, 2025 Deadline for submission of questions 3:00 pm
- Monday, May 5, 2025 Final addenda will be posted online
- Tuesday, May 6, 2025 Bid documents due at 11:00 a.m.
which will be opened and read
publicly at that time.



Bid Invitation- FY25-35

**TWO (2) NEW CUB CADET PRO Z-972-SDL-EFI
DUAL WHEEL MOWER FOR PARKS & RECREATION
~or approved equal**

Bids Due: Tuesday, May 6, 2025 - 11:00 A.M. (EST)

BID SPECIFICATION & PROPOSAL FORM

Bidder (company) _____

These specifications shall be regarded as **minimum**. Bidders are encouraged to furnish all descriptive literature/spec sheets and any additional data on the proposed vehicle.

Please check boxes below to indicate items included in bid. Items not checked will be considered as not included. If bidder is not able to provide the requested item but can offer an equivalent substitution, please make any notations beside of the item or on a separate sheet referencing the applicable line number so it can be considered for “~or approved equal”.

EQUIPMENT SPECIFICATIONS:

- (2) NEW CUB CADET PRO Z-972-SDL-EFI: _____
- OTHER: _____
- 38.5 HP KAWASAKI ENGINE: _____
- 72” CUT: _____
- DUAL WHEELS: _____
- LED LIGHT PACKAGE: _____

DELIVERY:

- THE UNITS SHALL BE DELIVERED COMPLETELY ASSEMBLED, SERVICED AND READY TO OPERATE.
- ESTIMATED DELIVERY DATE: _____
- DELIVER TO:

CITY OF FAIRMONT
PUBLIC WORKS
1030 MINOR AVENUE
FAIRMONT, WV 26554

WARRANTY:

- _____
- _____

PRICING PROPSAL:

- (2) New Cub Cadet Pro Z-972-SDL-EFI mowers: \$ _____
- Delivery charge: \$ _____

Grand Total of Proposal: \$ _____

Spell out in words grand total:

Representative (print) _____

Representative (signature) _____

Phone Number _____

Email Address _____

Date _____



INVITATION TO BID

Bid Number FY25-35

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ADDENDUM ACKNOWLEDGEMENT

Proposal of: _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____
to the CITY OF FAIRMONT, WEST VIRGINIA (hereinafter called "OWNER").

In compliance with the Invitation to Bid, BIDDER hereby proposes to provide the City of Fairmont in strict accordance with the contract documents, at the prices stated within the proposal.

By submission of this bid, each BIDDER certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BIDDER acknowledges receipt of the following **ADDENDUM** (If there is not an addendum issued during the bidding process, BIDDER will leave this section blank):

Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____

***NOTE: Insert "a corporation", "a partnership", or "an individual" as applicable.**

Respectfully submitted:

Signature

Title

Address

Phone #

Date

(Seal – if BID is by a corporation)

Attest _____



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CERTIFICATION AND SIGNATURE PAGE

By signing below, I _____ on behalf of _____, hereinafter Company, certify that I have reviewed the City of Fairmont's solicitation for bid or request for proposal for **BID FY25-35: TWO (2) NEW CUB CADET PRO Z-972-SDL-EFI DUAL WHEEL MOWER FOR PARKS & RECREATION ~OR APPROVED EQUAL** in its entirety; that the requirements, terms and conditions, and other information contained therein are clearly understood; that the Company is submitting this bid or proposal or response for the City of Fairmont's review and consideration; that the Company agrees to hold firm the terms and conditions of this bid or proposal or response for a period of ninety (90) days, the bid hold period; that if during the bid hold period, the City of Fairmont accepts the terms and conditions of this bid, proposal or response, that the terms and conditions, including but not limited to terms and conditions relating to price, quantities, and shipping and delivery, constitute a binding and valid contract between the Company and the City of Fairmont for the time period stated in the solicitation for bid or request for proposal; that I am authorized by the Company to execute this certification and any documents relating thereto on the Company's behalf; that I am authorized to bind the Company in a contractual relationship with the City of Fairmont; and that this certification and signature page together with the attached proposal or response and the solicitation for bid or request for proposal are sufficient to indicate that a contract for the sale of goods described therein has been made between the Company and the City of Fairmont.

Company

Representative Name & Title (Print)

Representative Signature

Contact Phone

Email Address

Date

AGREEMENT ADDENDUM

(Rev. 3/14/24)

This Addendum shall become part of any contract by and between the successful vendor and the City of Fairmont. Any conflict between any such contract or any general terms and conditions relating to or attached to said contract and this Addendum, shall be controlled by this Addendum:

Disputes: Any referenced in the agreement to mandatory mediation, arbitration or to the jurisdiction of any court is hereby deleted. Disputes arising out the agreement shall be exclusively presented to the Circuit Court of Marion County, West Virginia.

Hold Harmless/Indemnification: Any provision requiring the City of Fairmont to indemnify or hold harmless any party is deleted in its entirety per the provisions of West Virginia Code §5A-3-62.

Governing Law: The agreement shall be exclusively governed by the Laws of the State of West Virginia. This provision replaces any provision of the Agreement to the contrary.

Payment: Any references to pre-payment are deleted. All payments shall be in arrears.

Interest or Late Fees: All provisions for interest, late fees or charges for late payments is deleted. The City has no statutory authority to pay interest or late fees.

No Waiver: Any language in the Agreement requiring the City to waive any rights, claims, defenses or damages is deleted.

Limitation on Liability: The City of Fairmont is a political subdivision, and its board and commissions are statutorily created public entities, and as such neither the City nor its boards and commissions can agree to assume the potential liability of the other party to this Agreement. Accordingly, any provision limiting liability for direct damages to a certain dollar amount or to the amount of fees, including subscription fees, paid or to the amount of the agreement is hereby deleted. Limitations on incidental, indirect or consequential damages are acceptable. Limitations on special damages are void. In addition, any limitation that precludes any action for injury to person or property is null and void.

Statute of Limitations: Any provision which purports to limit the time within which the City may assert a claim under or pursuant to the agreement is deleted.

Lien Waiver: If payment and performance bonds are required, the provisions of West Virginia Code 38-2-39 apply. To the extent that payment and performance bonds are not required, any provision of any agreement, which purports to authorize or give rise to a lien against the City of Fairmont is null and void and any and all such liens are hereby waived.

Fees and Costs: Any provision obligating the City of Fairmont or its boards and commission to pay attorneys' fees, court costs or litigation expenses of the other party is deleted. The City of Fairmont will only recognize an obligation to pay attorneys' fees, court costs or litigation expenses of the other party if the same are ordered by a court of competent jurisdiction.

Fiscal Year Funding: Service performed under the agreement and thus the term of this agreement shall be for periods of one fiscal year each. The initial term of this agreement shall be from the date of the agreement until June 30 of the then fiscal year. Services performed under the agreement may be continued in succeeding fiscal years contingent upon funding being appropriated by the City of Fairmont and made available for this service. In the event the funds are not appropriated or otherwise made available for this service, this agreement shall terminate without penalty on June 30 of the then fiscal year. After that date, the agreement becomes of no effect and is null and void. However, the best efforts to have the amounts contemplated under the agreement included in the City of Fairmont budget for the ensuing fiscal year will be made. Non-appropriation or non-funding shall not be considered an event of default. The City of Fairmont will make reasonable effort to provide at least thirty days' notice of the Boards non-appropriation of funds.

Confidentiality: Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Municipal contracts are public records under the West Virginia Freedom of Information Act. Final documents produced and delivered to the City of Fairmont are subject to the Act. To the extent that the Act provides an exemption for information which may be protected and exempted from disclosure, the exemption will be asserted

Right to Relief: Any right to relief whether at law or equity, including injunctive relief, shall only be available upon satisfactory proof made to a court of competent jurisdiction. Any provision that purports to establish a presumption of harm or damage shall be considered null and void.

Insurance: Any provision requiring the City of Fairmont to purchase or maintain insurance for the benefit of any party other than the City of Fairmont is deleted. The City of Fairmont will provide a certificate of insurance describing the coverages and limits of its insurance upon request.

Application to Exhibits: This addendum shall apply with equal force to any conflict between the terms of this Addendum and any exhibit attached to the contract between the parties.

Amendments: All amendments, modifications, alterations or changes to the agreement shall be written and signed by the parties. No amendment, modification, alteration or change may be made to this addendum or the agreement without the express written approval of the Utility Manager.

Insurance Requirements: Vendor shall purchase and maintain, during the term of its contract with the City of Fairmont, comprehensive property and general liability insurance and the City of Fairmont is to be named as an additional insured or certificate holder on all such insurance. A certificate of insurance evidencing such insurance must be provided to the City of Fairmont prior to the commencement of work. Coverages shall not be written for less than the amounts and coverages provided required by the CITY OF FAIRMONT INSURANCE AND CERTIFICATE OF INSURANCE REQUIREMENTS, a copy of which is attached.

City of Fairmont

By: Travis Blosser

Its City Manager

Date: _____

Bidder

Company: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____





Bid Number FY25-35

TWO (2) NEW CUB CADET PRO Z-972-SDL-EFI DUAL WHEEL MOWERS FOR PARKS & RECREATION ~OR APPROVED EQUAL

BIDS DUE: TUESDAY, MAY 6, 2025 AT 11:00 A.M. (EST)

NON-DISCRIMINATION IN WORKPLACE AFFIDAVIT

STATE OF _____
COUNTY OF _____, To Wit:

I, _____, after being duly sworn, depose and state as follows:

I am an employee, principal or duly authorized agent of _____;
(Company Name)

and, I do hereby attest that _____ does not
(Company Name)

discriminate against any employee or applicant for employment because of race, color, creed, sex, or national origin, or any other form of discrimination in hiring, placement, upgrading, transfer or demotion, recruitment, advertising, or solicitation for employment, training, rates of pay or other forms of compensation, selection for apprenticeship layoff or termination.

The above statements are sworn to under penalty of false swearing.

By: _____

Name

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____, 20____, by

Name Title of

Company Name

Notary Public

My commission expires:



Bid Number FY25-35

TWO (2) NEW CUB CADET PRO Z-972-SDL-EFI DUAL WHEEL MOWERS
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BID OPENING: TUESDAY, MAY 6, 2025 AT 11:00 A.M. (EST)

NON-LITIGATION CERTIFICATE

By signing below, I _____ on behalf of
_____, hereinafter
Company, do hereby certify that Company has not within the past three (3) years been a party
and is currently not a party to any actual or threatened litigation, mediation or arbitration arising
out of performance of any construction contract with any local, state or federal government entity.

Dated this _____ day of _____, 20_____

Company Name

By: _____
Name

Printed Name of Authorized Representative

Title: _____

Date: _____



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**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
WEST VIRGINIA CODE §21-1D-5**

STATE OF _____
COUNTY OF _____, To Wit:

I, _____, after being duly sworn, depose and state as follows:

I am an employee, principal or duly authorized agent of _____;
(Company Name)

and, I do hereby attest that _____ maintains
(Company Name)

a valid written drug free workplace policy and that such policy is in compliance with the provisions of West Virginia Code §21-1D-5.

The above statements are sworn to under penalty of false swearing.

By: _____
Name

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____, 20____, by

Name Title of

Company Name

Notary Public
My commission expires:
