



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV1603

BID ISSUED: 06-01-12

BID CLOSING: 06-26-12, AT 2:00 P.M.

INVITATION FOR BID

WATER PIPELINE UTILITY TRUCK BODY WITH ELECTRIC / HYDRAULIC / PNEUMATIC POWER

BID DUE: 06/26/2012, 2:00 P.M. (CT)

**Thomas J. Kelly, CPPB, Senior Buyer
City of Kansas City, Missouri
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793
Telephone Number: (816) 513-1590
E-mail: Thomas.kelly@kcmo.org**

- **READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS, PAGES A-1 TO A-7.**
- **Bid is subject to all conditions listed on this form and any attachments.**
- **Bid must be on this form 1215-035C.**
- **Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope. Multiple copies, when requested, may be packaged together and should be marked Original and Copy #1, etc.**



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STANDARD INSTRUCTIONS AND CONDITIONS

**WATER PIPELINE UTILITY TRUCK BODY WITH
ELECTRIC / HYDRAULIC / PNEUMATIC POWER**

1. INTENT

To solicit competitive bids for a Water Pipeline Utility Body with Electric, Hydraulic, and Pneumatic Power installed on a City provided 34,000 GVW Cab & Chassis.

2. AWARD

Award will be made in the best interest of the City of Kansas City, to the lowest and best responsive and responsible bidder.

3. RENEWAL OPTION – 4 YEAR – MULTI-YEAR CLAUSE

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price agreement for an additional four (4) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. (Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)

4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show official identity card of the City of Kansas City, Missouri, and provide the purchase order number to the Supplier at the time of pick up.
- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date will be considered cancelled and any subsequent deliveries will be refused.



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5. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website at www.sos.mo.gov.

7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license. Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or at <http://www.kcmo.org>.

8. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

9. SUPPLIER PRICING GUARANTEE

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

10. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that



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are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

11. NON-PERFORMANCE OPTION TO TERMINATE

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.

12. CONTRACT EXTENSION

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

13. CERTIFICATE OF INSURANCE

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.



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- 13.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000.00 Combined Single Limit per Occurrence

Automobile Liability:

\$1,000,000.00 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

- 13.2 If other non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;

Name the City of Kansas City, Missouri as an additional insured; and

Provide cancellation notification to the City thirty (30) days before cancellation.

Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.

Any reference absent of obligation for failure to notify certificate holder must be deleted.

- 13.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

14. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" prospective, this could include:

- a) Product Content
- b) Pre-Manufacture
- c) Manufacture
- d) Product Design
- e) Packaging and Distribution
- f) Use/Re-use and maintenance
- g) Waste Management

As a governmental entity, the City is uniquely positioned to drive affordable, market based environmental products/purchases.

The City recognizes EcoLogo, EnergyStar, and GreenSeal among others.



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15. EMERGENCIES

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

16. BID INFORMATION

The public bid opening will be held on June 26, 2012 at 2:15 p.m., at the address listed below. Bids are mailed to the following address:

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The bid results will be available ten (10) days after the bid opening. Please contact Thomas J. Kelly at (816) 513-1590

17. QUESTIONS AND ANSWERS

For further information or clarification, any and all questions must be submitted in writing via internet e-mail to: Thomas.kelly@kcmo.org.

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E-Mail: Thomas.kelly@kcmo.org

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

THE DEADLINE FOR QUESTIONS CONCERNING THIS IFB IS **JUNE 20, 2012**



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SPECIFICATIONS
SECTION 1

1. INTENT

To solicit competitive Bids for a Water Pipeline Utility Body with Electric, Hydraulic, and Pneumatic Power installed on a City provided 34,000 GVW Cab & Chassis.

2. GENERAL

- 2.1 This equipment shall be of the new model, at time of delivery in current production complete with standard equipment and accessories as ordinarily furnished to the general public except as otherwise specified herein.
- 2.2 All items, parts, warranties and stipulations included in these specifications shall be conformed to or exceeded by the bidder.
- 2.3 The bidder shall submit with his bid, the respective manufacturer's written statement of the provisions of the warranty. If the bidder does not provide a copy of the manufacturer's warranty, the bid will not be considered.
- 2.4 Any exception to the minimum specifications is grounds for rejection of the bid. Any options shall be stated in a letter of transmittal attached to the bid.
- 2.5 All invoices, bills of sale, title applications, warranty, service contract forms, two (2) sets each of the operating service/maintenance manuals and parts catalog for equipment that is being furnished, shall be delivered with the equipment.

3. SHIPPING

The contracted Vendor shall transport the completed units to the City.

4. WARRANTY

- 4.1 The successful bidder shall submit in accordance with the statement as submitted with bid, a notarized warranty and service contract with each piece of equipment delivered.
- 4.2 Seller shall guarantee equipment in accordance with the manufacturer's warranty applying to similar equipment sold to the general public. The warranty shall be written. The warranted items shall be listed with the time and/or mileage duration, valid and invalid conditions of the warranty. The term of the warranty shall be a minimum of one (1) year.
- 4.3 Specific component warranty requirements are included further into the specifications.



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- 4.4 The equipment supplied to meet this specification must be current year standard production New and unused, substantiated by current published literature, price sheets, and build sheet.

5. DELIVERY EXPECTATIONS

It shall be the responsibility of the successful supplier to deliver the completely installed and operational units f.o.b. destination to the City of Kansas City, Missouri, 1901 Brooklyn Ave., Kansas City, Missouri by the agreed upon delivery date.

6. CHANGES TO OR ALTERNATE SPECIFICATIONS

Any changes to the specifications or any alternate specifications must be submitted on a separate page. Failure to identify any modifications to the specifications will be grounds to declare the submitted bid non-responsive.

7. TECHNICAL STANDARDS

Equipment bid must meet or exceed industry or SAE standards. Standards used by societies that are not members of the American National Standards Institute will not be accepted.

8. MANUALS

The successful bidder shall deliver an operator's manual and three (3) sets each of the following to the Superintendent of Central Fleet

1. Current edition of the service/maintenance repair manual.
2. Current edition of the emissions diagnosis manual.

Manuals may be on CD ROM or have internet access.

9. SAFETY

All equipment must meet or exceed all federal and state safety standards, at the time of delivery.

10. D.O.T.

Equipment must meet or exceed all applicable D.O.T. regulations for this size and type of vehicle at the time of delivery.

11. DEFICIENCIES

If it is determined the delivered vehicles fail to meet bid specifications in any respect, the bidder shall correct such deficiencies, without delay and at no expense to the City.



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12. TRAINING

The successful Vendor shall provide on-site training regarding the operation and maintenance of the equipment. Training shall occur at the time of equipment delivery. Detailed requirements for training are included further in the specifications.

13. EXPIRATION OF BIDS

Bidders are asked to make a firm offer, and it is not revocable within ninety (90) days after the bid opening date. This will supersede page A-1, item 7, INSTRUCTIONS AND CONDITIONS.

14. PARTS AND SERVICE

14.1 All prospective bidders shall have a manufacturer's authorized and approved service shop, adequate stock of parts, and factory trained serviceman capable of furnishing field and shop service and repair parts for the equipment proposed under this bid. Proof shall be satisfied with the City receipt of bidder's authorized service dealer certificate, validating the ability to provide parts for and service on the specific brand, make, and equipment specified in this bid.

14.2 The adequacy and the address of these facilities shall be subject to the approval of the Director of the department requisitioning the equipment and the Manager of Procurement.

15. ASSIGNABILITY OR SUBCONTRACTING

Vendor shall not subcontract, assign, or transfer any or all part of Vendor's obligations or interests without the City's prior approval. If Vendor shall subcontract, assign, or transfer any or all part of Vendor's interests or obligations under this contract without prior approval of the City, it shall constitute a material breach of contract.



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SPECIFICATIONS
SECTION 2.

WATER PIPELINE UTILITY TRUCK BODY WITH
ELECTRIC / HYDRAULIC / PNEUMATIC POWER

1. GENERAL

- 1.1 These specifications provide for the purchase of a utility body with AC electric, pneumatic, hydraulic power. The body shall be a Reading model #HD-156 w/canopy roof, a Knapheide model 7155HC w/canopy roof or an approved equal which meets the following specifications.
- 1.2 All equipment installed in or on the truck must meet with all applicable OSHA, DOT, and Missouri State and Kansas City, Missouri requirements.
- 1.3 All references to specific makes and models of equipment to be installed on unit are made for informational purposes and to establish a minimum level of acceptable quality. All equipment meeting the minimum specifications will be considered.

2. INSPECTION

- 2.1 It is agreed by the bidder that the Water Services Department is authorized to have an inspector inspect the materials furnished and the work performed prior to the mounting of the body and the body being painted to see the said materials are furnished and said work performed is in accordance with the specifications therefore.
- 2.2 Such inspection shall not relieve the Vendor from any obligation to perform said work strictly in accordance with the specifications as herein provided.
- 2.3 Completed trucks shall undergo a final two (2) hour operations check of all components including system pressure and flow readings, operating each hydraulic tool circuit separately and at the same time before accepting trucks at time of delivery.



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3. TRUCK (SUPPLIED BY WATER SERVICES DEPARTMENT)

The successful bidder is to mount the utility body and equipment onto a 35,000 GVWR truck with the following dimensions and components:

Make:	Navistar
Model:	7400 SFA
Year:	2007
Wheel Base:	182 inches
Cab to Axle:	114 inches
Engine:	DT466, 285 HP
Transmission:	Allison
Tires:	3500RDSP 11R22.5

* Does not include space for truck vertical exhaust or truck batteries.

3.1 For more information about the cab and chassis, contact Steven Stacy at (816) 513-9401 between the hours of 8:00a.m., and 4:00 p.m., Monday through Friday (except holidays).

3.2 The successful bidder is to pick up the truck from the Central Fleet Department at 5300 Municipal Ave, Kansas City, Missouri; mount the utility body and equipment on the truck furnished and return the finished truck to the General Services Department, Fleet Maintenance Division.

3.3 UTILITY BODY DIMENSIONS

The utility body shall have the following minimum overall dimensions (dimensions in this section do not include bumper):

Height	50 inches
Width	94 inches
Length	156 inches
Usable Cab to Axle	108 inches

* The sides of the compartments shall extend past the dual wheels in order to provide wheel wells.

** The Vendor shall be responsible for removal of the truck batteries and reinstallation into utility body on the driver side front.



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4. CONSTRUCTION GENERAL

- 4.1 The body panels shall be precision formed from 14-gauge automotive grade A-40 two (2) Sided galvalume steel and electrically welded into a single tight fitting unit.
- 4.2 The under structure shall have full-length longitudinal stiffeners and cross member integrally welded and reinforced to provide maximum strength.

5. CANOPY AND CARGO AREA

- 5.1 The canopy shall be equal in length and width to the utility body. The canopy height above the floor is to be seventy-five (75) inches. The canopy shall have no windows. Canopy front panel shall be reinforced to accommodate a pneumatic cooler package and a hydraulic cooler package.
- 5.2 The sides shall have integral pressed longitudinal stiffeners on approximately twenty-four (24) inch centers.
- 5.3 The roof shall have formed steel longitudinal stiffeners on eighteen (18) inch centers. Two (2) shelves shall be provided towards the front on both sides of the canopy over the utility body compartments. Curbside shelves shall be 55" long. No curbside shelves will extend over step entry. The street side shelves shall be 153" long measuring from the front. Shelf heights: Bottom shelf – 18-inches, Middle shelf – 15-inches, Top shelf – 11-inches. There shall be a 2-inch guard on each shelf. The street side Bottom shelf shall have an open heavy duty support bracket to allow full access to the entire length of the bottom shelf.
- 5.4 One (1) pair of foldable j-hooks shall be installed along curbside shelf to be used as a ladder rack.
- 5.5 The canopy shall have two (2) 12" x 12" adjustable roof vents with smoke colored rain caps, bug screen, installed and evenly spaced longitudinally on canopy centerline.
- 5.6 The canopy shall have an aluminum R-O-M Series III Front Roll-Up Door (R-O-M Corporation) located at the rear door. The canopy door shall be weather tight and lockable from the inside and out. The door shall have a pull rope. The door shall have a stainless steel lift bar. There shall be an interior and exterior frame guard of flat stock metal to protect the aluminum rail system from damages caused by equipment passing through the door opening. Two vertical grab-rails shall be positioned on both sides 52" from the ground and 3" from door opening.
- 5.7 The canopy shall have two (2) 12" W x 3" H access openings on the curbside rear, and one (1) 12" W x 3" H access opening on the street side rear. All access openings shall be equipped with 12" x 4" rain shields, and four (4) utility hose rollers each. Rollers shall be 1



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1/2" diameter stainless steel, with stainless steel rod and Delrin bearings. Roller opening shall be 10" W x 1 3/4" H.

- 5.8 The floor of the cargo area shall have safety tread surface.
- 5.9 A metal box to store copper tubing shall be mounted in street side rear area of cargo area next to valve key rack, and positioned approximately ten (10) inches from rear door. Box shall be thirty-eight (38) inches high, thirty-eight (38) inches deep and eight (8) inches wide. Construction of copper tubing box to be galvanized steel by the body manufacturer. Copper box shall have a hinged lockable door that accepts a pad lock.
- 5.10 A valve key rack designed to carry twelve (12) valve keys shall be bolted to street side rear of cargo area. The design of the rack shall be consistent with City truck #8524. The final design of the rack shall be approved in advance by the Water Services Department.
- 5.11 On the curbside front compartment, there shall be a vertical hand rail on the exterior, left hand, and a vertical hand rail interior, right side for use on steps.

6. E-TRACK TIE DOWN SYSTEM

An E-track tie down system shall be installed in cargo area. One (1) E-track rail shall be recessed longitudinally and extend full length of the body on street side and curbside (steps excluded) two (2) inches below the top of each side of body. Four (4) 2" x 10' Ratchet straps shall be supplied with systems.

7. COMPARTMENTS

- 7.1 The curbside front compartment shall house the step entry into cargo area (see CURBSIDE STEPS). Curbside front compartment shall be twenty-eight (28) inches wide, approximately seventy-five (75) inches high, and twenty (20) inches deep.
- 7.2 The street side front compartment shall be fifty (50) inches high, twenty-eight (28) inches wide, and twenty (20) inches deep. The street and curbside front compartments shall have two (2) adjustable shelves in each compartment with eight (8) dividers each. This area will also be used for the storage of the batteries for the cab and chassis.
- 7.3 The street side front compartment shall accommodate truck batteries. The batteries shall be placed off the bottom of the compartment and mounted on expanded metal and properly secured. The bottom compartment shall have proper drainage. The street side front compartment shall accommodate truck batteries.
- 7.4 The second street and curbside compartment from the front of body shall be fifty (50) inches high, twenty-six (26) inches wide, and twenty (20) inches deep; be connected by a



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through box between the floor and chassis frame, and have two (2) adjustable shelves in each compartment with eight (8) dividers each.

- 7.5 The second curbside compartment from the front of body shall be Control Panel Compartment for controls of air compressor and hydraulics.
- 7.6 The third street and curbside compartment from the front of body shall be fifty (50) inches high, twenty-five and one half (25 1/2) inches wide, twenty (20) inches deep; be connected by a through box between the floor and chassis frame. The third street and curbside from the front of body each shall have two (2) 250# pull out shelves with dividers, placed six (6) inches apart above through box per drawing, and two (2) adjustable shelves with eight (8) dividers each drawer to be placed in top half of compartment.
- 7.7 The curbside horizontal compartment (above wheel well) shall be twenty-two and one half (22 1/2) inches high, seventy-six (76) inches wide, and twenty (20) inches deep. This compartment shall have one (1) adjustable shelf with sixteen (16) dividers each. The door shall be hinged on the bottom.
- 7.8 The street side horizontal compartment (above wheel well) shall be twenty-two and one half (22 1/2) inches high, fifty-two and three fourths (52 3/4) inches wide, and twenty (20) inches deep. This compartment shall have one (1) adjustable shelf with sixteen (16) dividers each. The door shall be hinged on the bottom.
- 7.9 The curbside rear (lower) compartment (Jack hammer compartment) shall be twenty-seven and one half (27 1/2) inches high, twenty-three and one fourth (23 1/4) inches wide, twenty (20) inches deep, and shall be connected by a through box between the floor and chassis frame. This compartment shall be modified and strengthened to carry a 90 lb class pavement breaker (jackhammer) measuring thirty-two (32) inches long. The carrier design to be approved in advance by the Fleet Maintenance Superintendent. At a minimum, jackhammer compartment to be constructed of 3/16" plate steel with Y." floor. Floor shall have a two and one half (2 %) inch slope to truck frame. One (1) inch drain holes shall be provided along the back of floor. The back panel of compartment shall be notched to increase depth under truck frame. (See Drawings)
- 7.10 The street side rear compartment shall be fifty (50) inches high, twenty-three and one fourth (23 1/4) inches wide, twenty (20) inches deep, and shall be connected by a through box between the floor and chassis frame.
- 7.11 Compartments shall have a Master Locking System.



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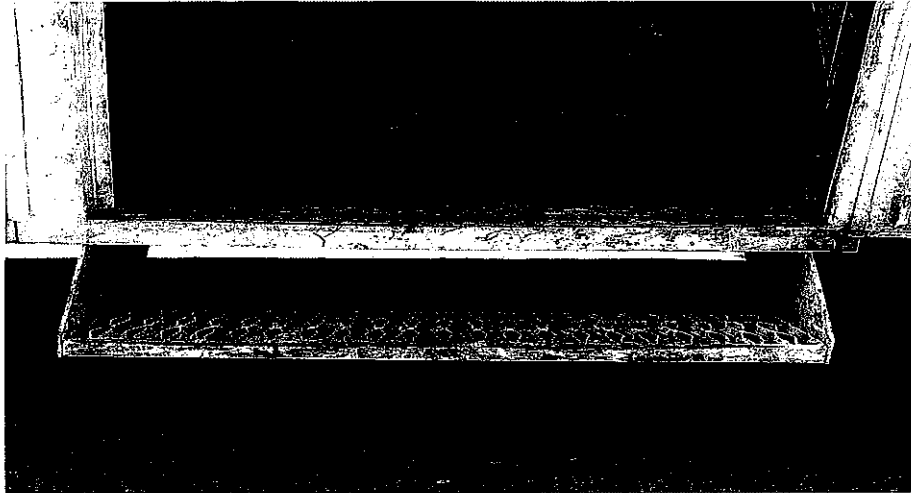
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8. CURBSIDE STEPS

- 8.1 The body shall have a set of steps located in the curbside front compartment per drawing. Steps shall be twenty-eight (28) inches wide and provide easy access into cargo area. An exterior step shall be installed below curbside compartment to allow easy access.



- 8.2 "C" Channel shall be welded vertically to compartments fore and aft of steps to hold a removable 2x10 board at top of steps. A grab handle shall be installed on front body panel. The step design shall be consistent with City truck# 8524.

9. COMPARTMENT DOORS

- 9.1 All curbside and street side compartments shall have a door.
- 9.2 Compartment doors shall be a minimum of 20-gauge double panel construction.
- 9.3 Compartment doors shall have full-length continuous hinges and have positive rod spring-loaded style doorstop retainers and removable stainless steel hinge anchors.
- 9.4 Compartment doors shall be equipped with a lockable paddle handle slam latch system with an adjustable primary and secondary catch, and a master locking system that accepts a pad lock at rear panel.
- 9.5 Latches shall be stainless steel and be fastened to door with fasteners- No Welding.
- 9.6 Compartment doors will have an automotive type rubber door seal.



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9.7 Compartment doors are to have rain gutters above the doors.

10. WHEEL CHOCK

Wheel chock compartments shall be built into the body, one (1) each side of body at rear of wheel wells, with rubber wheel chocks (Buyers Products WC1468- Quantity- 2). Wheel chock compartment is to have drains. The wheel chocks are to be welded to a 6' x 3/16" chain that is welded to the body. Chain shall have a break-away link.

11. REAR APRON

A 3/16" diamond pattern safety tread rear apron overlay shall be provided by the body manufacturer. Apron shall enclose rear, full width from the body floor to the top of the rear bumper with continuous welds.

12. REAR BUMPER

The rear bumper frame shall be made from a minimum of four (4) inch x eight (8) inch x full body width extra heavy wall steel tube with expanded metal welded to the top. Rear bumper shall be continuously welded to pintle hook pull plate and braced to truck frame. Back bumper must be 18" wide and run the entire width of the truck, notched out for trailer hitch. A cone rack shall be into the driver's side end.

13. PINTLE HOOK

13.1 One pintle hook, Premier #2400H or an approved equal shall be mounted at rear of the truck on the vehicle centerline. The height of the pintle hook shall be twenty-eight (28) inches from the ground to the center of the pintle hook with the truck empty and on level ground. Pintle hook mounting shall be sized to handle maximum vertical and gross trailer weight ratings of pintle hook.

13.2 Pull plate shall be one (1) inch thick A-braced and gusseted.

13.3 The bidder shall modify the frame and body as necessary to accommodate pintle hook.

13.4 Two (2) D-rings (Buyer Products B50) shall be installed on pintle hook plate.



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14. AIR BRAKE GLAD HANDS

14.1 Glad hands shall be installed next to pintle hook pull plate and made operational. Glad hands shall be attached to whip hoses connected to 90° elbow.

14.2 Tractor protection valve shall be supplied by the Water Services Department.

14.3 A 12 volt power supp shall be supplied to operate the electric/hydraulic ramps on trailers.

15. MUD FLAPS

Two (2) adequate rear mud flaps, approved by the ICC, the State of Missouri and the City of Kansas City, Missouri shall be installed.

16. AUXILIARY HEATER

An auxiliary heater shall be installed on the upper street side of the front panel inside of the body. Heater shall be rated at 16,000 BTU, 150 CFM, single-fan, single-speed, with toggle switch and coolant shut-off valve. Red Dot #R-254.

17. POWER GENERAL

The power systems installed shall have the ability to operate any three (3) of the following functions at the same time. The power system installed shall be a HIPPO 5044P or approved equal,

17.1 Air compressor delivering 160 CFM at 110 PSI.

17.2 A 12 V DC to AC generator delivering 120 volts, single phase pure sine wave, 5200 watts peak output. There is also an optional 6500 watt generator.

17.3 Hydraulic tool circuit #1 delivering 10 GPM at 2000 PSI.

17.4. Hydraulic tool circuit #2 delivering 10 GPM at 2000 PSI.

18. AIR COMPRESSOR SYSTEM

18.1 The air compressor shall be frame mounted and shall be Hot Shift PTO driven.

18.2 The PTO shall be equipped with over speed and engagement at over speed protection.



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-
- 18.3 The air compressor shall have a rotary screw air end type and shall feature a running blow down system so a constant engine RPM can be maintained for the hydraulic system.
- 18.4 Throttle speed-up positioning shall be done via an electric solenoid switch activated from the control panel.
- 18.5 Throttle speed-up shall operate independently from the Air Compressor System.
- 18.6 Throttle speed-up shall be designed to operate when the truck transmission is in neutral or park depending upon transmission.
- 18.7 An ASME pressure vessel including a two (2) stage air/fluid separator and an ASME pressure relief valve shall be mounted on truck frame below level of compressor. The vessel shall be mounted in such a fashion to insure easy access to separator.
- 18.8 A fluid cooler package shall be mounted to canopy front panel an area that will allow maximum airflow through cooler.
- 18.9 The electric control panel shall measure 11" Long x 5" Deep x 15" Tall
- 18.10 The cooler package shall feature an electric fan and temperature controls to maintain proper fluid operating temperatures. There will be 3 electric fans at 60,000 BTU's each.
- 18.11 Protective controls to insure correct receiver pressure and compressor discharge temperatures shall be provided.
- 18.12 A two (2) stage dry type air filter for compressor inlet featuring a gravity evacuator shall be mounted next to cooler package to draw in cool ambient air. A full flow fluid filter with a replaceable element and a built-in bypass valve shall be installed.
- 18.13 An air pressure gauge, oil temperature gauge, and hour meter shall be located on the control panel. The fluid level sight glass and filler cap shall be located in plain view of operator.
- 18.14 One (1) inch metal piping shall be used to route compressed air to rear of body. A one (1) inch ball valve shall be installed on curbside of the rear of body for shutting off air to hose reel.

19. AIR HOSE REEL

- 19.1 Hose reel shall be mounted curb side rear on top of rear compartment, Hannay #81825268 with 50 feet of 3/4 inch air hose, Thor #2079 quick couplers and hose stop, Hannay #HS-35.
- 19.2 One (1) inch metal piping shall be used to route compressed air to hose reel.



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20. AIR LINE OILIER

A one (1) quart airline oilier/water separator/regulator shall be installed in Air Reel compartment, and easily accessible, Amflo #4450. Separator/regulator shall be equipped with a drain hose plumbed to the outside of the body.

21. HYDRAULIC OIL RESERVOIR

21.1 Tank shall be baffled and measure 36" Long by 15" Deep by 19" Tall

21.2 Tank shall be mounted above the hydraulic pump and installed in an area specified by the City of Kansas City, MO and approved by Hippo Multipower or equal.

21.3 Tank drain shall be plumbed through a Legris ball valve so the tank oil can be easily drained into a catch pan.

21.4 Outlet port shall have a Legris ball valve mounted directly to tank. All ball valves to have locks to prevent movement.

21.5 A five (5) inch oil sight gauge shall be mounted so as to be viewed from the curbside. An engraved laminated plastic label reading - HYDRAULIC OIL - shall be placed near sight gauge.

21.6 Oil fill breather cap shall be mounted on top of tank. Cap shall be weatherproof and have an integral screen.

21.7 Tank will have a low oil sensor that will activate a back-up alarm and a warning light when the oil level drops two (2) inches below the sight gauge and should be wired into PTO system only, to avoid the alarm activating while PTO is not in use.

21.8 Tank shall have a remote panel-mounted temperature gauge.

21.9 Return line filter, Zinga #TS-1200-25-1-0 with a 10 micron filter element #SRE-409-10 with indicators shall be tank mounted in the return circuit, and accessible for easy servicing.

22. HYDRAULIC OIL COOLING SYSTEM

22.1 Cooler shall be a Thermal Transfer Products, Ltd. #AOC-37 equipped with twin 12v cooling fans set to come on at 120 degrees and shut back off at 100 degrees. The cooler shall be protected during cold weather with a thermo diverter valve to set open at 75 degrees and fully open at 100 degrees.

22.2 A heavy-duty guard constructed of 3/16" angle and expanded steel shall be installed to protect cooler.



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22.3 Cooler shall be mounted on canopy front panel.

23. HYDRAULIC PUMP

23.1 The hydraulic pump shall be a Force America Inc. #P315L196BIAB12-65TGAB12-1 tandem gear pump or equal.

23.2 If truck chassis permits, pump shall have 7/8" spline, clockwise rotation and shall be SAE B direct mount to a transmission mounted PTO. Hydraulic pump PTO shall be a Hot Shift type and have a rotatable flange.

23.3 PTO shall be equipped with an electronic over speed switch to protect PTO and pump from over speeding and engagement at over speed. PTO ratio shall be designed to provide optimum hydraulic flow at the same engine speed as the Air Compressor System.

24. HYDRAULIC SYSTEM HOSES, COUPLINGS AND FITTINGS

24.1 All crimped on hydraulic fittings shall be Aeroquip Match Mate or equal

24.2 All pressure lines will be Aeroquip Match Mate GH781 and will be sized so that the velocity of the oil is at or below 20 FPS or equal.

24.3 All return lines will be Aeroquip Match Mate GH663 and will be sized so that the velocity of the oil is at or below 10 FPS or equal.

24.4 All suction lines will be Aeroquip Match Mate FC318 and will be sized so that the velocity of the oil is at or below 4 FPS or equal.

24.5 Hydraulic hose reels shall feature 3/4" 90° swivel fittings on tool return circuit.

24.6 Bulkhead fittings shall be used when routing air or hydraulic lines through panels.

24.7 All fittings used on high-pressure lines will be rated at 4,000 PSI.

24.8 The hydraulic lines shall be positioned so that the heat from the engine or from the truck exhaust system shall be minimal.

25. HYDRAULIC CONTROL VALVE

25.1 Valves shall have built-in internal pilot operated work port relief valve on each hydraulic circuit.

25.3 Valves shall be installed in control panel compartment and be toggle operated at the control panel.



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25.4 Control panel shall have engraved laminated labels indicating **ON/OFF** and tool circuit number.

26. TWO HYDRAULIC TOOL CIRCUITS

26.1 Two (2) hydraulic tool circuits providing 10 GPM each for Type II tools shall be installed in accordance with the Hydraulic Tool Manufacturers Association's (HTMA) recommendations. One hydraulic hose reel will accompany one of the tool circuits.

26.2 The hydraulic system will have one (1) hose reel. Mounted to specs provided by City of Kansas City, MO to upfitter.

26.3 Hannay Hose reel #617-25-268 with 50 feet of 1/2" Siamese Parker TC 451 on the reel with Aeroquip FD49 quick couplers and a Hannay #HS-35 ball stop.

26.4 Curbside reel shall have two (2) roller assemblies Hannay #EH-815A to route hydraulic hoses under air hose reel.

27. 12V GENERATOR

27.1 Generator shall be a 12 V DC to AC generator delivering 120 volts, single phase pure sine wave, 5200 watts peak output. There is also an optional 6500 watt generator.

27.2 Generator comes equipped with AVR (voltage regulator) that is mil-spec. This will protect sensitive electronic equipment along with maximizing the capability of the equipment.

27.3 Two (2) galvaneal, waterproof receptacles shall be installed, one on the outside of the body on the street side front panel, and one on the curbside back panel. Both receptacles shall be protected by a four (4) sided guard.

27.4 Electric reel with roll off will be available out of the back of the truck.

28. ELECTRICAL

All lights and reflectors shall be installed as required for trucks of this class and type by I.C.C., the State of Missouri and the City of Kansas City, Missouri regulations.



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29. LIGHTS

- 29.1 Two (2) round LED directional lights and two (2) round back-up lights shall be flush-mounted in rear compartment panels and shall be rubber-mounted shockproof lights. Superior Signals, Inc. #SY019-01-305 stop, tail, turn lights (red). Superior Signals, Inc. #SY019-01-595 back up lights (white) respectively. Lights and wiring of lights in rear utility body compartments shall be protected by removable shields.
- 29.2 Two (2) oval LED directional lights shall be vertically mounted in upper rear corners of canopy rear panel and shall be rubber-mounted shockproof lights. Superior Signals, Inc. #SY019-03-305.
- 29.3 Three (3) LED red clearance lights shall be rubber-mounted shockproof lights located above rear door. Two (2) inch diameter.
- 29.4 Two (2) floodlights are to be installed on the rear panel. Betts #305D-07113.
- 29.5 Two (2) low profile LED traffic Guide Arrows shall be installed on top of canopy and protected by a Y." steel box guard. One arrow light shall be located facing rear, and one arrow light shall be mounted facing front. Superior Signals, Inc. #SY900-LED.
- 29.6 A total of eight (8) LED oval, rubber flush mounted amber strobe lights shall be installed. Superior Signals, Inc. #SY4405.
- a. REAR Two (2) strobe lights shall be vertically mounted inside of directional lamps in upper corners of canopy.
 - b. FRONT Two (2) strobe lights shall be horizontally mounted in upper corners of canopy.
 - c. CURBSIDE Two (2) strobe lights shall be horizontally mounted in upper corners of the canopy.
 - d. STREETSIDE Two (2) strobe lights shall be horizontally mounted in upper corners of canopy.
- 29.6.1 Each side (REAR, FRONT, CURBSIDE, and STREETSIDE) shall have its own strobe light switch that allows independent operation of each side. A four (4) switch panel shall be installed in truck cab with labeling.
- 29.7 A female receptacle NAPA #755-1526BK shall be installed above the pintle hook with all wiring connected. Contact Sam Swearngin at (816) 513-8356 for a diagram.



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29.8 Each electrical circuit is to have its own circuit breaker. The circuit breakers are to be mounted in a panel under the truck cab dash. The power supply for the circuit breaker panel shall be via a constant duty forty (40) amp solenoid, triggered by the ignition switch.

29.9 All wiring shall be in accordance with SAE standards and routed in conduit. A harness may be used under-body only. All wiring connectors shall be sealed and weatherproof.

30. TASK LIGHT

A task/flood light equal in type and quality to a designer edge 500 watt "gladiator" halogen work light model #L113 shall be provided.

31. BACK UP ALARM

Electric, heavy-duty, 97 decibel, 12 volt DC Superior Signals, Inc. # 3000 series.

32. WISE

A six (6) inch vise shall be provided and bolted (with nuts welded) to a stand to raise the level of the working height of the vise to thirty (30) inches. Stand to be lockable and removable from a two (2) inch square tube receiver that is welded to curbside of rear bumper. Vise shall equal in type and quality to a Wilton #1760.

33. FIRE EXTINGUISHER

An Underwriters Laboratories, Inc. approved dry-chemical, ABC ten (10) pound capacity fire extinguisher with heavy-duty locking type bracket shall be installed in passenger seat compartment.

34. WATER CASK STAND

Knapheide #20042289 or Gott #00518003057 shall be provided.

35. CRANE

An electric powered crane shall be installed in rear of cargo area and made operational. Crane shall be located next to valve key rack with the intended purpose of lifting heavy tools and supplies from the ground to the cargo area. Crane shall have a 2000 lb. double cable line Lift Capacity at six (6) feet reach. Crane shall be a Tiger Model T2000 Crane or an approved equal. Crane shall be powered through an in-dash, back-lit switch AND a covered recessed switch located next to crane – both switches must be on to power the crane.



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General Specifications

- 6000 ft/lb. Crane Rating
- 5' Reach
- 2000 lb Lift Capacity
- 3'-4'-5' Manual Boom Extension
- 7' Lifting Height (from base of crane)
- 49" Storage Height (from base of crane)
- 45 1/2" Storage Length
- 90" X 30" X 29" Shipping Size
- 280 lbs. Shipping Weight
- 12" X 12" Mounting Space Required (for base of crane)
- 9" X 10" Bolt Pattern (from base of crane)
- Detachable Remote, 10' of Control Cable

System Characteristics

- 360 Degree Continuous Nylatron Bushings with Full Bank Brake
- 0-21-45 Degrees & Stored Boom Elevation

Winch Characteristics

- 12 VDC Winch
 - 7/32" X 25' Winch Cable
 - Single/Stage Planetary Gear System Winch Drive
 - Performance LOAD PART LINE LIFTING SPEED
- 0 lbs 1 25 FPM
1000 lbs 2 10 FPM
2000 lbs 2 5 FPM

Minimum Chassis/Power Requirements

- 8,500 lbs. GVW Rating
- 60 amp Alternator
- 85 amp/hr Battery

36. PAINT

- 36.1 The utility body and all mounted equipment shall have one (1) primer coat and two (2) finish coats to match cab of truck. Inside compartments to be painted white.
- 36.2 Paint shall be a polyurethane enamel equal in type and quality to DuPont Imron 5000. Bidder shall provide descriptive literature of paint and painting process at time of bid. All door latches and hinges shall be removed prior to painting.



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37. BED LINER

The following areas shall receive a Line-X lining ¼" thick spray on bed liner:

- 37.1 The Entire cargo area including 12" of both side walls and front panel shall receive a Rhino or Line-X entire floor of cargo area and inside tailgate.
- 37.2 The entire area of both side walls below the E-Track.
- 37.3 The area on top of rear arrow light guard.
- 37.4 Inside all 4 sides and bottom 6" up on all lower compartments.
- 37.5 The spray on bed liner shall be gray in color.

38. REFLECTIVE TAPE

Two (2) inch wide automotive grade reflective tape shall be installed diagonally, six (6) inches apart covering the entire rear facing body panels. One stripe on both entire side of the body. Color Red/White.

39. DRAWINGS

At time of bid, bidders shall submit drawing(s) of the body. Drawing(s) shall indicate all equipment mounted on body and truck. Drawing(s) shall be to scale. The drawing(s) shall be marked in sufficient detail to show that the proposed equipment meets the intent of the specifications.

40. LITERATURE AND SCHEMATIC

The successful bidder shall provide operating, maintenance and parts manuals of all subassemblies used in power systems and are to be furnished at time of delivery. All literature to be in English. The successful bidder shall provide a hydraulic schematic using ANSI symbols, prior to construction for approval and as built schematic after construction.

41. SERVICE

All points requiring service on the power systems shall be accessible through inspection plates or should be mounted in the open. Home telephone numbers of two (2) service people shall be required. Bidder shall hold two (2) training classes of two (2) hours each, with one at time of delivery and one sixty (60) days after delivery.

42. LABELS

The successful bidder to install a complete set of service and operation labels. Labels shall be laminated plastic- no tape style labels accepted.



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43. PICK UP AND DELIVERY

The successful bidder shall pick up the cab and chassis and deliver the completed unit to:

Steven Stacy
General Services Department,
Central Fleet Division
5300 Municipal Ave.
Kansas City, MO. 64120
(816) 513-9401

44. OPTION

TRASH PUMP:

Stanley model TP08 shall be supplied with each unit.

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WE HAVE READ THE INSTRUCTIONS AND CONDITIONS (STANDARD, SPECIAL, AND THE 7-PAGE ATTACHMENT) AND SPECIFICATIONS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT PRICE
06510		PRICING	
	1.	CURRENT MODEL YEAR UTILITY TRUCK BODY WITH ELECTRIC / HYDRAULIC / PNEUMATIC POWER/CANOPY BRAND BIDDING _____ DELIVERY ARO _____	\$ _____
	2.	OPTION: TRASH PUMP BRAND BIDDING _____	\$ _____
		<u>TOTAL UNIT PRICE:</u>	\$ _____



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ADDITIONAL INFORMATION

1. CONTRACT PERIOD

THE CONTRACT PERIOD SHALL BE FROM JULY 1, 2012 TO JUNE 30, 2013.

2. RENEWAL OPTIONS

2.1 OPTION YEAR ONE

JULY 1, 2013 THROUGH JUNE 30, 2014

ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

_____ YES _____ NO

2.2 OPTION YEAR TWO

JULY 1, 2014 THROUGH JUNE 30, 2015

ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

_____ YES _____ NO

2.3 OPTION YEAR THREE

JULY 1, 2015 THROUGH JUNE 30, 2016

ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

_____ YES _____ NO

2.4 OPTION YEAR FOUR

JULY 1, 2016 THROUGH JUNE 30, 2017

ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

_____ YES _____ NO



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3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

Yes _____ No _____



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4. AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;
- By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV1603

BID ISSUED: 06-01-12

BID CLOSES: 06-26-12, AT 2:00 P.M.

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.



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Procurement Services Division
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BID NO.: EV1603

BID ISSUED: 06-01-12

BID CLOSING: 06-26-12, AT 2:00 P.M.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires:



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.: EV1603

BID ISSUED: 06-01-12

BID CLOSES: 06-26-12, AT 2:00 P.M.

NO BID RESPONSE

If you choose not to submit a bid, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Senior Buyer: Thomas J. Kelly Telephone: (816) 513-1590

Return by Fax: (816) 513-1156

Due Date: 06-26-12

Number: EV1603

Description: WATER PIPELINE UTILITY BODY WITH ELECTRIC, HYDRAULIC, AND PNEUMATIC POWER INSTALLED ON A CITY PROVIDED 34,000 GVW CAB & CHASSIS.

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- ☐ 1. We are unable to meet the required delivery date.
- ☐ 2. We cannot provide a product/service to meet the required specifications.
- ☐ 3. We no longer provide the requested product/service.
- ☐ 4. We do not represent the required brand name product.
- ☐ 5. The closing date does not allow adequate time to prepare a response.
- ☐ 6. The specifications are too restrictive.
- ☐ 7. We have chosen not to do business with the City.
- ☐ 8. Other (comment below or provide your response on your company letterhead).

Company Name _____ Supplier No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____



INSTRUCTIONS AND CONDITIONS FOR INVITATIONS FOR BID AND REQUEST FOR QUOTATIONS

1. **SUPPLIER APPLICATION.** In order to qualify as a prospective supplier, all bidders shall complete and return to the City of Kansas City, Missouri, referred to hereafter in these INSTRUCTIONS AND CONDITIONS, as the City, prior to bid opening, a SUPPLIER APPLICATION. This form provides basic information concerning the company and the items it can provide. It is also the document used to establish supplier information in the automated supplier file. The City reserves the right to disqualify any bidder who fails or refuses to provide the application.
2. **PREPARATION OF BIDS.**
 - A. Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at the bidder's risk.
 - B. Bidders shall furnish information required by the solicitation in the form requested. The Buyer reserves the right to reject any or all with incomplete information or which are presented in a different form. The original Invitation for Bid in its entirety will be considered as fully applicable to the bid response regardless of the form used unless specifically excepted by the bidder. In the latter case, the bid may be considered nonresponsive to the Invitation for Bid.
 - C. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit price, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.
 - D. If the item has a trade name, brand and/or a catalog number, such shall be stated in the bid. If the supplier proposed to furnish an item of a different manufacturer or supplier other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated, even though the bid may state "or equal."
 - E. Time of proposed delivery shall be stated in definite terms; if stated in a number of days, it shall include Saturdays, Sundays and holidays.
 - F. Samples, when required, shall be furnished prior to the closing date or within time specified in bid. Buyer reserves the right to reject bids submitted without required samples.
3. **ALTERNATE BIDS.** Alternate bids may be submitted and, if deemed advantageous to the City, they may be evaluated and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids. Alternate bids may be made in addition to responding to the terms and conditions of the solicitation or as the only response to the solicitation.
4. **SIGNATURE.** Bidder shall sign the INVITATION FOR BID or the REQUEST FOR QUOTATION, hereafter referred to as bid or solicitation, on first page and on all continuation pages in the proper section and shall enter their title and the date. Erasures or other changes must be initiated by person signing the bid. Signature shall be an original and that of an agent authorized to sign as designated in SUPPLIER APPLICATION, however, other evidence of authority to sign may be provided with the bid.
5. **SUBMISSION OF BID.** Bids and modification thereof shall be returned in a sealed envelope addressed to office specified in bid. The bid number and bid closing date and hour shall be shown on the face of the envelope. Facsimile telegraph and telephone bids will not be considered unless authorized by the bid or the Buyer and must be confirmed in writing. Bids may be modified by facsimile or telegraphic notice, provided such notice is delivered into the hands of the bidding office prior to the bid closing date and hours. Subsequent written confirmation is required. Telephone modifications will not be considered unless authorized by the bid or Buyer and subsequently confirmed in writing. If bid is delivered in person, it is the bidders' responsibility that the bid is time stamped and deposited in the bid box maintained by the Procurement Services Division prior to the bid closing date and hour.
6. **OCCUPATIONAL LICENSE.** All suppliers located in Kansas City, Missouri, must have a valid occupational license for sale of goods or services. Suppliers located outside Kansas City, Missouri, must have an occupational license if services are performed in Kansas City, Missouri. A valid license is required as a condition of all contracts. Contracts will not be considered fully executed until the license is obtained. Failure to obtain the necessary license and to maintain it on a current basis are grounds to disqualify bids and to cancel existing contracts.
7. **EARNINGS AND OTHER TAXES.**
 - A. All suppliers located in Kansas City, Missouri, are required to have a valid earnings tax file number and to pay earnings taxes on wages. Suppliers located outside Kansas City, Missouri, must have a valid earnings tax file number and pay earnings taxes if services are performed in Kansas City, Missouri. Obtaining a file number and payment of taxes are required as a condition of all contracts. Failure to obtain a file number and to pay earnings taxes on a current basis are grounds to disqualify bids and to cancel existing contracts.
 - B. All suppliers located in Kansas City, Missouri, must have all required licenses and permits and pay all fees and taxes that are required by the City. Suppliers located outside Kansas City, Missouri, must, when applicable, have all required licenses and permits and pay all fees and taxes required by the City from nonresident suppliers. Failure to comply with the foregoing is grounds to disqualify bids and to cancel existing contracts.
8. **EXPIRATION OF BID.** All bids shall be considered as firm for a period of forty-five calendar days, commencing the day following the date of the bid closing and expiring at midnight of the last day, unless otherwise stated in the body of the bid by the Buyer. The bidder may state a date his bid expires, provided the date is specific and is entered on the first page of the bid.
9. **MODIFICATION OR WITHDRAWAL OF BIDS.**
 - A. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person or by a bidder or his authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted (however see paragraph 10).
 - B. If this solicitation is negotiated, bids may be modified (subject to para. 10 when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Bids may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid prior to award.
10. **LATE BIDS AND MODIFICATIONS OR WITHDRAWALS.**

A. Bids and modifications of bids (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the City that the late receipt was due to delay in the mails for which the bidder was not responsible; or (3) if submitted by mail (or telegram facsimile if authorized) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt; provided that the timely receipt is established upon examination of an appropriate date or time stamp (if any) or of other documentary evidence of receipt (if readily available) within the control of the City or of the Post Office serving it. However, a modification of a successful bid which makes the terms of the bid more favorable to the City will be considered at any time it is received and may thereafter be accepted.

B. The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt of registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

11. MISTAKE IN BID.

A. If the bidder discovers a mistake in bid prior to the hours and date specified for receipt of bid, he may correct the mistake by modifying or withdrawing the bid in accordance with para. 9 and 10 above.

B. If the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to him prior to the issuance of a purchase order or a contract, he may request consideration be given to modifying the bid if he remains the lowest bidder or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid opening. The decision of the Buyer is final as regards acceptance or rejection of request for correction of bids.

C. **A MISTAKE IN BID CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.**

12. NO BIDS AND FUTURE SOLICITATIONS. It is required that if a supplier does not desire to bid, the bid should be marked "NO BID" and returned in order to maintain the bidders name in supplier file for future solicitations. If a bidder fails to respond to four (4) successive bids without returning a "NO BID," the Buyer reserves the right to delete the bidder, or certain products listed as sold by the supplier, from the supplier file for future solicitations.

13. BID BOND REQUIREMENT. Bid bonds shall be provided when specified by the terms of the INVITATION FOR BID or the REQUEST FOR QUOTATION. The amount shall be that determined by the Procurement Services Manager, City of Kansas City, Missouri, referred to hereafter in these INSTRUCTIONS AND CONDITIONS as the Manager, to be reasonable and necessary to protect the best interest of the City. When required, the bid bond must accompany the bid. Failure to provide the bond prior to the bid opening will be cause for disqualification of the bid. The bond may be in the form of a surety bond, cashier's check, money order, or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the City in case the bidder shall fail or refuse to execute the contract.

14. TRADE-IN. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as a part of the purchase of new equipment, the City retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The City is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

15. EVALUATION OF BIDS FOR MULTIPLE AWARDS. In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the City that might result from making more than one award (multiple awards) to include total cost of ownership and administrative cost to the City for issuing and administering each contract and associated purchase orders awarded under this invitation. Administrative costs will be in a range for the class of procurement as established by the Manager. Individual awards will be for the items and/or services and combinations of items and/or services which result in the lowest aggregate price to the city, including such administration costs.

16. AWARD OF CONTRACT.

A. BIDS WILL BE ANALYZED AND THE AWARD MADE TO THE LOWEST AND BEST RESPONSIVE AND RESPONSIBLE BIDDER whose bid conforms to the solicitation and whose bid is considered to be most advantageous or best value to the City, price and other factors considered. The right to determine the foregoing is reserved to the Manager and is not subject to appeal. In the event equal bids are received, paragraph 20. MISSOURI AND OTHER PREFERENCE, will apply. If the preference does not break the tie, then the award will be made by public drawing of lots by the Buyer.

B. The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous or best value to the City. The City shall consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.

C. The City may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SOLICITATION, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED AND THE CITY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID AT THE UNIT PRICES BID UNLESS THE BIDDER SPECIFIES OTHERWISE IN HIS BID.**

D. **UPON ACCEPTANCE BY THE CITY, THE SOLICITATION OR BID AND A PURCHASE ORDER ISSUED TO THE SUCCESSFUL BIDDER WITHIN THE TIME SPECIFIED, SHALL BE DEEMED TO RESULT IN A BINDING CONTRACT WITHOUT FURTHER ACTION BY EITHER PARTY. ITEMS ARE TO BE FURNISHED AS DESCRIBED IN THE BID AND IN STRICT CONFORMITY WITH ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND DRAWINGS CONTAINED IN THE COMPLETE CONTRACT.**

17. PURCHASE ORDERS. All goods and services will be ordered by means of a purchase order for which funds have been certified and encumbered by the Director of Finance. Goods and services will not be provided in excess of the amount of the purchase order. The City has no obligation to pay invoices in excess of the purchase order amount. Under emergency conditions, the Buyer in the Procurement Services Division may order goods or services and provide a purchase order number by telephone.

18. PERFORMANCE BOND REQUIREMENT. A performance bond shall be provided by the bidder receiving the award when specified by the terms of the bid. The amount shall be that determined by the Manager to be reasonable and necessary to protect the best interest of the City. **"THE BOND MAY BE IN THE FORM OF A SURETY BOND, CASHIERS CHECK, BANK OR U.S. POSTAL MONEY ORDER, OR A LETTER OF CREDIT ISSUED BY A BANK SUBJECT TO APPROVAL BY THE CITY OF KANSAS CITY, FINANCE DEPARTMENT."** Such bond or deposit shall be forfeited to the City in case the bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract. The contract is not considered to be complete until the performance bond is submitted. Purchase orders may not be issued or invoices paid unless the required performance bond is on file. Unless specified otherwise in the bid, the bond must be furnished within twenty-one (21) calendar days after receipt of notification of intent to award the contract or receipt of a request for performance bond. The City has the right to disqualify an otherwise successful bid if the performance bond is not received within the time requested.

19. COMBINED ANNUAL BID AND PERFORMANCE BOND.

A. In lieu of submitting a bid deposit with each bid, a prospective supplier may file with the Manager a surety bond in a minimum amount as specified by the Manager issued by a company licensed to do business in Missouri as a surety, to remain in effect during the fiscal year (May 1 through April 30); such deposit, however, shall not fulfill the Bid Bond Requirements as specified in the solicitation unless such deposit is on file or will be filed prior to or at the time of the bid opening. Security in excess of the minimum surety bond may be requested in those instances where the surety bond is insufficient to meet the total security requirements of all bids outstanding.

B. In lieu of submitting a performance bond when required by the solicitation and the purchase order, a Contractor may file with the Manager a surety bond in a minimum amount as specified by the Manager issued by a surety company licensed to do business in Missouri as a surety, to remain in effect during the fiscal year (May 1 through April 30); such deposit, however, shall not fulfill the performance bond requirements as specified in the solicitation and purchase order, unless such deposit is on file or will be filed prior to the award of the contract. Security in excess of the minimum surety bond may be requested in those instances where the surety bond is insufficient to meet the total security requirements of all bids outstanding.

C. A single combined bond covering both bid and performance is required.

20. MISSOURI AND OTHER PREFERENCE.

A. By virtue of statutory authority, the Buyer shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. Within the State of Missouri, the same type of preference is given to firms located in the City, as versus other firms located in Missouri but outside the city limits.

B. The City has implemented the Missouri Domestic Procurement Act (Buy American), Sections 34.350 to 34.359 RSMO Supp.-1987, by adopting the following policy on the purchase of American goods. Preference will be given to the purchase or lease of products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods. Suppliers providing services and/or products under Term Supply and Services Contracts and leases will give preference to providing products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods.

21. TIME OF DELIVERY. Delivery is **REQUIRED** to be made in accordance with the schedule shown in the solicitation and purchase order. Bids offering delivery of each quantity within the applicable delivery period specified above will be evaluated equally as regards time of delivery. Bids offering delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable delivery period may, as determined by the Buyer, be considered nonresponsive and may be rejected. When a bidder offers an earlier delivery schedule than that called for in the bid, the City reserves the right to award either in accordance with the **REQUIRED** schedule or in accordance with the schedule offered by the bidder. If the bidder offers no other delivery schedule, the delivery schedule stated above shall apply.

22. F.O.B. DESTINATION. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. The City shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (Or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the City acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22A is applicable.

A. **FOB DESTINATION, FREIGHT PREPAID BY SELLER.** The seller pays and bears all freight charges.

B. **FOB DESTINATION, FREIGHT PREPAID AND CHARGED BACK ON INVOICE.** The seller pays the freight and charges the City by adding it to the invoice.

C. **FOB DESTINATION, FREIGHT COLLECT.** The City pays and bears the freight charges.

D. **FOB DESTINATION, FREIGHT COLLECT AND ALLOWED ON INVOICE.** The City pays the freight charges and deducts the amount from the seller's invoice.

23. QUALITY. Unless otherwise required by terms of the solicitation, all goods furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance service shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

24. PRICE. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

25. BRAND NAME OR EQUAL. WHENEVER THE NAME OF THE MANUFACTURER OR THE SUPPLIER IS MENTIONED ON THE FACE HEREOF AND THE WORDS "OR EQUAL" DO NOT FOLLOW, IT SHALL BE DEEMED THAT THE WORDS "OR EQUAL" SHALL FOLLOW SUCH DESIGNATIONS UNLESS THE FACE HEREOF SPECIFIES "NO SUBSTITUTIONS. THE CITY MAY ASSUME THAT ITEMS BID ARE EQUAL OR IT MAY REQUEST SAMPLES AND PROOF THEREOF AND UNLESS APPROVED BEFORE SHIPMENT, CITY RESERVES THE RIGHT TO RETURN AT THE BIDDER'S EXPENSE ALL ITEMS THAT ARE NOT ACCEPTABLE AS EQUALS, SAID ITEMS TO BE REPLACED BY THE BIDDER WITH SATISFACTORY ITEMS AT THE ORIGINAL BID PRICE.

26. COMMERCIAL WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

27. FREIGHT CHARGES ON DIRECT SHIPMENTS TO THE CITY. The price or prices mentioned in the bid and carried into this contract are made with reference to lawful freight charges in existence at the time of submission of bids, and said contract prices shall be increased or decreased, as the case may be, by any change in freight rates, provided that any claim for any additional freight must be presented to the City, within thirty (30) days after such advance in freight rates becomes effective. Reductions in freight will be deducted from the contract price. The clause applies to freight on shipments made directly and separately by the manufacturer to the City.

28. VARIATION IN QUANTITY. No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

29. DISCOUNTS.

A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating bids for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the City, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

30. SELLERS INVOICE. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

31. INSPECTION AND ACCEPTANCE. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the City. Supplier will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

32. LOSS AND DAMAGED SHIPMENTS. Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the supplier. The City has no obligation to accept damaged shipments and reserves the right to return at the suppliers expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

33. LATE SHIPMENTS. Supplier is responsible to notify the City department receiving the items and the Buyer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

34. TAX EXEMPTION—FEDERAL AND STATE.

A. The City is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.

B. The City is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39(10) Article 3, of the Missouri Constitution and sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

35. CITY-FURNISHED PROPERTY.

A. The City shall deliver to the Contractor for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "City-furnished property"), at the times and locations stated herein. If the City-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Manager shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant paragraph 37, AMENDMENTS AND MODIFICATIONS.

B. Title to City-furnished property shall remain in the City. The Contractor shall maintain adequate property control records of City-furnished property in accordance with sound industrial practice.

C. Unless otherwise provided in this contract the Contractor, upon delivery to him of any City-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

D. The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all City-furnished property not consumed in the performance of this contract or not theretofore delivered to the City, as may be directed or authorized by the Manager. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Manager may direct.

36. LABORATORY AND OTHER TESTS. The City reserves the right to test all articles, commodities, supplies, materials and equipment, referred to hereafter as articles, delivered during the life of the proposed contract, at an independent laboratory, to be designated by the Manager. The laboratory test shall include each item of the specifications to determine whether the articles delivered are in conformity therewith. Tests shall be made on articles selected at random from deliveries made under the proposed contract or contracts. Where the result of such test shows that the articles delivered are not equal or do not conform with the specification, then the expense of making such test shall be paid by the Contractor (the bidder in this proposal). If the result of any additional test shall show that the articles delivered and tested conform to the specifications, then in such case the expense of making such test shall be paid by the City. The City further has the right to conduct tests using its own facilities and test methods when adequate facilities and procedures are available.

37. AMENDMENTS AND MODIFICATIONS. The Manager may at any time, by a written order, and without notice to the sureties, make a MODIFICATION to the contract or an amendment to the purchase order, within the general scope of this contract, in (1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of the contract or amendment to the purchase order. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification; provided that the Manager, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes"; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. Any other modifications and amendments made within the general scope of the contract will be by written mutual agreement.

38. DISPUTES.

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Manager, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Manager shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Manager of Purchases and Supplies a written appeal addressed to the Director of Finance. The decision of the Director of Finance, or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, in connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Manager's decision.

B. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

39. TERMINATION FOR DEFAULT.

A. The City may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof;
or
- (2) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days after receipt of notice from the Buyer specifying such failure.

B. In the event the City terminates this contract in whole or in part as provided in paragraph A of this clause, the City may procure, upon such terms and such manner as the Buyer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

D. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of shall be the same as if notice of termination for convenience had been issued pursuant to such clause.

40. TERMINATION FOR CONVENIENCE. The Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent, that this contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination.

41. EXAMINATION OF RECORDS.

A. If this contract exceeds \$2,500, the Contractor agrees that the City Auditor of the City, or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract.

B. The Contractor agrees to include the clause in A in all his subcontracts hereunder, except purchase orders not exceeding \$2,500.

42. OFFICIALS NOT TO BENEFIT. No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit

43. CONFLICT OF INTEREST. No employee or member of the employee's immediate family, or elected or appointed member of City government may participate directly or indirectly in the procurement process if they:

A. Have a financial interest or other personal interest which is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.

B. Are negotiating or have an arrangement concerning prospective employment. The bidder warrants to the best of their knowledge that no such conflict of interest exists. In the event such a conflict occurs, the bidder is required to report it immediately to the Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion.

44. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion, to deduct from contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. This section shall not prevent an attorney from representing a client in any dispute respecting a contract nor shall it prevent an attorney or an accountant from entering into contract negotiation with the City on behalf of a client.

45. GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES. It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

46. KICKBACKS ILLEGAL IN SUBCONTRACTING. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

47. CONTEMPORANEOUS EMPLOYMENT PROHIBITED. The Contractor warrants and agrees that no employee or elected or appointed member of City government who is participating directly or indirectly in the procurement process is or will become as a result of this contract an employee of the Contractor. For breach or violation of the warranty, the City shall have the right to annul this contract without liability or at its discretion.

48. RECOVERY OF VALUE. The value of anything transferred or received in breach of ethical standards contained in paragraphs 42, 43, 44, 45, 46, and 47 of these INSTRUCTIONS AND CONDITIONS by a bidder, contractor, City employee, elected and appointed City officials, or a non-employee may be recovered from parties involved.

49. CONFIDENTIAL INFORMATION. Any information deemed confidential or proprietary must be clearly marked by the bidder or contractor as such. It will be protected and treated with confidentiality to the extent permitted by state statutes concerning public information. Any data to be returned must be so marked and will be returned if not essential to the bid or contract record. It is unlawful for an employee, former employee or elected or appointed City official to use confidential information for actual or anticipated personal gain or the anticipated personal gain of another person.

50. DEBARMENT OR SUSPENSION. After reasonable notice to the person or business involved and reasonable opportunity for that person or business to be heard, the Director of Finance, after consulting with the City Attorney, is authorized to debar the person or business or cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the City Attorney, the Director of Finance is authorized to suspend a person or business from consideration for award of contracts if there is probable cause to believe that the person or business has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

- A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor
- C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- D. Violation of contract provisions, as set forth below, of a character which is regarded by the Manager to be so serious as to justify debarment action:

- (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
- (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

E. Any other cause the Director of Finance determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity.

51. EQUAL OPPORTUNITY IN EMPLOYMENT.

A. Affirmative Action Compliance Procedure

Unless previously accomplished, the proposed Contractor (or Franchise Holder) agrees to submit in writing concurrently with his bid proposal, to the Buyer, a properly executed Human Relations Department (HRD) Transmittal Form 1016-021. This form must be executed in duplicate with each copy bearing original signatures. Attached to each copy of HRD Form 1016-021 must be supportive data for one of the following options as defined in Chapter 38 of the Code of General Ordinances of Kansas City, Missouri:

- (1) A proposed Affirmative Action Program
- (2) A certificate of Compliance
- (3) An Affidavit in lieu of a Certificate of Compliance
- (4) A request for exemption from program submission requirements as outlined in Section 26.229(3).

In addition, as part of the provisions of the Affirmative Action Program relating to Contract Conditions, it is required that all subcontractors and on-site suppliers provide proof of current certification from the Director of Human Relations prior to subcontract execution. HRD Form 031-A or HRD Form 031-B relating to subcontractor utilization must be attached to HRD Form 1016-021 as follows:

- (1) Contracts (and Franchises) other than Purchase Orders — If option one, two, or three above is used, HRD Form 031-A or HRD Form 031-B must be executed.
- (2) Purchase Orders — It is presumed that a subcontracting relationship does not exist when a purchase order is executed. However, if a supplier executes a subcontract in order to perform a purchase order, the HRD Form 031-A must be executed and attached.

This certification shall reflect compliance with the provisions of Article IX, Section 26.229, Code of General Ordinances of Kansas City, Missouri. A copy of Article IX, Civil Rights Ordinance of the Code of General Ordinances of Kansas City, Missouri, may be obtained from the City Clerk, 25th Floor, City Hall. Upon request, the Department of Human Relations will furnish an instruction booklet (HRD Form 1016-020) and assistance in preparation of an affirmative action program. The Human Relations Department phone number is 513-1836 and they are located on the 4th Floor, City Hall.

B. Contract Compliance — As a condition of this Contract (or Franchise) with the City, the Contractor (or Franchise Holder) agrees as follows:

- (1) The person receiving this contract (or Franchise) from the City agrees to refrain from any unlawful employment practice as presently defined by Sections 26.211-26.214, Code of General Ordinances of Kansas City, Missouri; and that such person will post their or its premises at the office of employment with notices setting forth the provisions of Sections 26.211-26.214, Code of General Ordinances of Kansas City, Missouri and further setting forth that such person agrees to abide by said provisions; that such person agrees to implement the Certificate of Compliance or Affirmative Action Program submitted by them in connection with this Contract (or Franchise), and that such person shall be bound by the terms of Sections 26.228-26.236, Code of General Ordinances of Kansas City, Missouri, and by the Rules and Regulations promulgated for the administration of Sections 26.228-26.236.
- (2) Every person subject to Sections 26.228-26.236, Code of General Ordinances of Kansas City, Missouri, is hereby deemed to agree to permit the Director of Human Relations, or their duly authorized agents or employees, access at all reasonable times to all such persons, books, papers, records, reports or accounts in the possession of or under the control of such person, as may be necessary to ascertain compliance with Sections 26.228-26.236, and to furnish such further information as may be required of them, all within ten (10) days of the date requested in writing.
- (3) If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of this contract and such contract may be terminated, cancelled or suspended, in whole or in part and such Contractor may be declared ineligible for any further City contracts for a period of up to one year. Provided; that if this contract is terminated, cancelled or suspended for failure to comply with Sections 26.228-26.236, the Contractor shall have no claims for damages against the City on account of such termination, cancellation or suspension, or declaration of ineligibility.
- (4) All contracts executed by the Contractor with a Subcontractor and relating to this City contract, shall contain as a condition thereof, the provisions of Sections 26.228-26.236, Code of General Ordinances of Kansas City, Missouri, relating to contract conditions, and such Subcontractor shall be subject to the provisions of Sections 26.228-26.236.

52. ASSISTANCE FOR MINORITY- AND WOMEN-OWNED BUSINESS.

A. It is the policy of the City to encourage and foster participation of minority- and women-owned businesses in purchasing and contracting and to assure that such businesses have an equal opportunity to compete.

B. The Procurement Services Division has a Minority Business Officer available to assist minority- and women-owned businesses: in completing supplier applications; in becoming acquainted with the City purchasing system, departments and Buyers; by providing advice and information on previous bids and bid prices; and assisting in resolving problems on such matters as specifications, bid terms, and bonding requirements.

53. ASSIGNMENT OF CONTRACT AND CLAIMS. A contract or purchase order or the proceeds thereof may not be assigned without the written permission of the Manager.

54. ASSIGNMENT OF ANTITRUST RIGHTS AND INTEREST. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of

action have accrued or will accrue as a result of or in relation to the particular goods or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

55. **COMPENSATION INSURANCE.** The Contractor shall furnish adequate compensation insurance to cover all employees furnishing materials and/or services referred to in attached contract to the City and under the control of the Contractor, and shall relieve and hold the City harmless from any costs due to accidents or other liabilities mentioned in the Worker's Compensation Act. If requested, Contractor shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of such insurance policies herein referred to.
56. **CLAIMS.** Supplier agrees to defend, protect and save the City harmless from any claims and actions arising out of patent infringements and product liability.
57. **LABOR PRACTICES.** The supplier agrees to comply with all Federal and State Laws, and City Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
58. **LIABILITY AND INSURANCE**

A. The Contractor shall be:

- (1) liable to the City for loss of or damage to property, real and personal, owned by the City or for which the City is liable;
- (2) responsible for, and hold the City harmless from, loss of or damage to property not included in (1) above; and
- (3) responsible for, and hold the City harmless from, bodily injury and death of persons, occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents, or employees in the performance of work under this contract. For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the City or property for which the City is liable. The amount of the loss or damage as determined by the Buyer will be withheld from payments otherwise due the Contractor. Determination of liability and responsibility by the Buyer will constitute questions of fact within the meaning of the paragraph 38, DISPUTES. The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations.

B. The Contractor shall not be responsible to the City for and does not agree to hold the City harmless from loss or damage to property or bodily injury to or death of persons if the damage, injury or death resulted solely from an act or omission of the City or employees of the Contractor acting within specific directions of the Buyer.

C. The Contractor shall at his own cost and expense, defend any suits, demands, claims, or actions, in which the City might be named as a codefendant of the Contractor, arising out of or as a result of the Contractor's performance of work under this contract, whether or not such suit, demand, claim, or action arose out of or was the result of the Contractor's negligence. This shall not prejudice the right of the City to appear in such suit, participate in defense and take such actions as may be necessary to protect the interest of the City.

D. The Contractor shall agree to meet all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under any of the said respective laws by and duly authorized Federal, State, or local official; and agree to indemnify and save harmless the City from such contributions or taxes or liability therefor.

E. Place of Suit. This contract is executed in the city of Kansas City, Missouri. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and prosecuted only in courts located in the city of Kansas city, Missouri. Each party to this contract has waived the right to change of venue.

F. Law Governing. This contract shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

G. When specifically requested by the Buyer in the solicitation and purchase order, the contractor shall, at his own expense, procure and maintain the following insurance with a company acceptable to the Director of Finance or his designated representative. Further, the City shall be named as an additional insured on insurance coverages (2) and (3) below.

- (1) Standard Worker's Compensation and Employer's Liability Insurance and Longshoremen's and Harbor Worker's Compensation Insurance, or such of these as may be proper under applicable state or Federal statutes. The Contractor may however, be self-insurer against the risk if he has obtained the prior approval of the Buyer. This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as such self-insurer under applicable provision of law.

(2) Bodily injury liability insurance in the amount stated in the solicitation for any one occurrence and for an aggregate amount per occurrence.

- (3) Personal injury liability insurance when applicable in the amount stated in the solicitation for any one occurrence and for an aggregate amount.

H. All policies of insurance required under the terms of this contract shall, by appropriate endorsement or otherwise, provide that no cancellation thereof shall be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Buyer.

I. Satisfactory evidence of the required insurance endorsed to show the City named as an additional beneficiary and requiring a mandatory thirty (30) day cancellation notice shall be filed with the Buyer prior to performance of any work under this contract. No contract will be considered fully executed until proof of insurance is received. The City has the right to disqualify an otherwise successful bid or cancel a term contract if proof of insurance is not provided within the time requested. Insurance coverage will be considered acceptable when provided in one of the following methods:

- (1) By issuance of an original policy designating the Contractor and the City, by name, as the insured parties under the provisions of the policy.
- (2) By endorsement to an original policy, which endorsement shall extend to the City, by name, the same coverage and protections stipulated in the paragraph above.
- (3) By separate contingent policy providing the required insurance coverage for the protection of the City, by name.
- (4) By issuance of standard Certificate of Insurance modified to show the City as an additional named insured and requiring a thirty (30) day mandatory cancellation notice. The Buyer shall provide a blank modified certificate form to the Contractor.

J. It is expressly agreed that the provisions contained in G. to I. of this clause shall not in any manner limit the liability or extent of liability of the Contractor as provided in A. to D. of this clause.

K. In the event that the Contractor is indemnified, reimbursed, or relieved for any loss or damage to City property, he shall equitably reimburse the City. The Contractor shall do nothing to prevent the City's right to recover against third parties for any such loss, or damage and, upon the request of the Buyer, shall at the City's expense, furnish to the City all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the City) in obtaining recovery.

59. **CLAUSES APPLICABLE TO TERM SUPPLY AND SERVICE CONTRACTS.**

A. Term Supply or Service Contract Defined. A formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or services from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The contract may be exclusive with one contractor or open to further competition.

B. Approximate Quantities. This proposal is based on estimated quantities and it is understood that the estimates are prepared by the City officials for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to increase or diminish the same, or to omit any one or more items, as the Manager may deem desirable.

C. No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.

D. Multiyear term contracts and options to extend term contracts are subject to paragraph 60, ANNUAL APPROPRIATION OF FUNDS.

E. Modifications to term contracts may be made by mutual written agreement, however they must be within the scope and intent of the original contract.

60. ANNUAL APPROPRIATION OF FUNDS.

A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Manager is aware of the nonappropriation of funds, however failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or paragraph 39, TERMINATION FOR DEFAULT, of these INSTRUCTIONS AND CONDITIONS. The City, has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.