

**NOTICE TO BIDDERS – ADVERTISEMENT FOR BIDS
CITY OF PARKVILLE, MISSOURI**

Bids Due January 28, 2015

The City of Parkville, Missouri is seeking sealed bids for the following:

Two (2) 2015 Ford F-350 Cab

Sealed bids will be received by the City of Parkville Missouri, 8880 Clark Avenue, Parkville, MO 64152 Attn: Melissa McChesney, City Clerk until 10:00 a.m. on Wednesday, January 28, 2015. Deliveries shall be made to the CITY CLERK at City Hall. All Bids must be in a sealed envelope that is clearly marked on the exterior in noticeable type and font as "BID PROPOSAL – PUBLIC WORKS TRUCKS." Bids will be publicly opened and read aloud at approximately 10:05 a.m. in the Public Works Conference Room of City Hall.

The bid request is for two (2) trucks used specifically for hauling, transporting and utility work as it relates to Public Works maintenance. See attached detailed specifications.

Each bid must contain the Bid Form included with the bid documents. Each bid must indicate that the bid is based upon delivering the equipment according to the timeline, specifications, terms and conditions as set forth in the bid documents. Bids shall remain valid for 30 days.

A complete set of bidding documents may be viewed and downloaded at no cost in electronic (PDF) format from the City's website: www.parkvillemo.gov, under the "Bids and Proposals" page. Bidding documents are also on file for examination at Parkville City Hall.

There is no scheduled pre-bidding conference for this project. Questions concerning this bid may be directed to:

Alan Schank

Operations Director

913-915-4156

aschank@parkvillemo.gov

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, to re-advertise for Bids, and to negotiate with the lowest responsive, responsible bidder. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or has a record of poor performance with the City, other municipalities, or other clients or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.

The City reserves the right to apply a local preference in awarding the contract. The City of Parkville Purchasing Policy (as adopted by Resolution No. 02-01-13) states the City's intention to purchase from local suppliers, within reason, as it selects the best and most reasonably priced source for each transaction. The local residence of a supplier may be a factor considered in selecting among bidders on a purchase. It is the determination of the Governing Body that, in certain instances, choosing a local supplier serves the valid public purpose of supporting local businesses that, among other attributes, pay taxes to the City.

ATTACHED BID DOCUMENTS:

1. Equipment Specifications
2. Purchase Order (to be executed by successful bidder)
 - a. Attachment A – Terms and Conditions
3. Bid Form

CNGP530

VEHICLE ORDER CONFIRMATION

01/08/15 11:58:07

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2015 F-SERIES SD

Page: 1 of 2

Order No: 3597 Priority: B3 Ord FIN: QG175 Order Type: 5B Price Level: 520

Ord PEP: 640A Cust/Flt Name: PARKVILLE PO Number:

	RETAIL		RETAIL
F3H	F350 4X4 CHAS/C \$35095	LESS TPMS	
	141" WHEELBASE	14000# GVWR PKG	
F1	VERMILLION RED	425 50 STATE EMISS	NC
A	VNYL 40/20/40	473 SNOW PLOW PKG	85
S	STEEL	JOB #1 BUILD	
640A	PREF EQUIP PKG	52B BRAKE CONTROLLR	270
	.XL TRIM	525 CRUISE CONTROL	235
572	.AIR CONDITIONER NC	65Z AFT AXLE TANK	NC
	.AM/FM STER/CLK		
996	6.2L EFI V8 ENG NC	TOTAL BASE AND OPTIONS	38250
44P	6-SPD AUTOMATIC NC	TOTAL	38250
TBM	LT245 BSW AT 17 125	*THIS IS NOT AN INVOICE*	
X4L	4.30 LTD SLIP 350		
90L	PWR EQUIP GROUP 895	* MORE ORDER INFO NEXT PAGE *	
	TELE TT MIR-PWR	F8=Next	

CNGP530

VEHICLE ORDER CONFIRMATION

01/08/15 11:59:32

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2015 F-SERIES SD

Page: 2 of 2

Order No: 3597 Priority: B3 Ord FIN: QG175 Order Type: 5B Price Level: 520

Ord PEP: 640A Cust/Flt Name: PARKVILLE PO Number:

	RETAIL		RETAIL
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		
B4A	NET INV FLT OPT NC		
	DEST AND DELIV 1195		
TOTAL BASE AND OPTIONS		38250	
TOTAL		38250	
THIS IS NOT AN INVOICE			

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)

Date: _____

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR _____

Phone: _____ Fax: _____

SHIP TO: _____ 9300 NW 45 Highway Parkville Mo. 64152

INVOICE TO: City of Parkville, Attn: Streets Division – Alan Schank, 8880 Clark Ave., Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish the following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of three (3) pages including attachments. Purchaser agrees to pay the total sum of _____ Dollars (\$) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through ____.

ITEMS:

<insert based on selected bid>

See Attachment "A" – Terms and Conditions

SCHEDULE OF DELIVERY:

Timeline for Truck #1:

Parkville will order Truck #1 approximately 3/1/2015
Anticipated delivery/payment of Truck #1 approximately 5/1/2015

Timeline for Truck #2:

Parkville will order Truck #2 approximately 5/1/2015
Anticipated delivery/payment of Truck #2 approximately 7/1/2015

****Note:** The timeline is an estimate based on the City's intended purchase schedule, any changes in the timeline will be mutually agreed upon.

NOTE: All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser with a signed copy of this Purchase Order and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

Vendor

By: _____

By: _____

Title: _____

Title: _____

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers:** Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Warranties.** (a) Vendor warrants that all equipment will be free from defects, of good quality and workmanship, suitable for the intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required. (b) Vendor shall furnish to Purchaser all MSDS sheets relevant to items furnished hereunder. Manufacturer's warranty period is to begin when equipment is received and accepted by the Purchaser.

4. **Time is of the Essence.** Vendor agrees to deliver equipment called for as stated above by Purchaser.

5. **Indemnification:** Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

6. **Changes:** Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

7. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

8. **Disputes:** Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

9. **Pricing:** If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

10. **Termination:** Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order..

11. **Assignment:** Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

12. This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.

BID FORM

Item	Cost	Comply	Alternate
Standard Vehicle	\$	<input type="checkbox"/>	<input type="checkbox"/>
Freight	Included	<input type="checkbox"/>	<input type="checkbox"/>
Assembly	Included	<input type="checkbox"/>	<input type="checkbox"/>
Total	\$	<input type="checkbox"/>	<input type="checkbox"/>

Estimated time from order to delivery for Truck #1 (days): _____

Estimated time from order to delivery for Truck #2 (days): _____

Please indicate above if the equipment included in the bid complies with the specifications or if you are providing an alternate bid. For any item in which an alternate is proposed, please describe the variation from the specifications. A separate sheet may be attached.

Bidder Information

Company: _____

Representative: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Address: _____
Street City State Zip Code