

NOTICE TO BIDDERS – ADVERTISEMENT FOR BIDS
CITY OF PARKVILLE, MISSOURI
RFB 15-03-01 Issued Wednesday, March 4, 2015

Bids due noon central time on Monday, March 23, 2015

The City of Parkville, Missouri is seeking bids for a **new Ford Escape SE front-wheel drive or equivalent subcompact or compact SUV**. The City always have the option of participating in regional, state or national contracts or purchasing cooperatives, but are trying to get the best procurement possible and are requesting sealed bids.

Sealed bids will be received by the City of Parkville Missouri, 8880 Clark Avenue, Parkville, MO 64152 Attn: Melissa McChesney, City Clerk until noon central time on Monday, March 23, 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 – CD SUV." Bids will be publicly opened and read aloud at approximately 12:05 pm central time in the Boardroom on the first floor of Parkville of City Hall, 8880 Clark Avenue, Parkville, MO 64152. Following review, the City will choose the lowest, best bid. In addition to the bid price, the City will also consider factors including, but not limited to, make and/or model maintenance, repair and reliability statistics, industry and consumer ratings and prior experience among other considerations.

The bid request is for a new Ford Escape SE front-wheel drive or equivalent subcompact or compact SUV to be used for transporting building inspection and code enforcement personnel and their equipment. All model years will be considered so long as the vehicle is new and can meet the minimum specifications. See attached detailed specifications in Attachment 1.

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 60 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:

Ed Gault, Building Inspector at 816-268-5023 or gault@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 award the contract through regional, state or national contracts or purchasing cooperatives, to waive any and all informalities, 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 City 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. 10-02-14) 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. Detailed Specifications
2. Purchase Order (to be executed by successful bidder)
 - a. Attachment A – Terms and Conditions
 - b. Attachment B – Insurance Requirements
3. Bid Form

Attachment 1 - DETAILED SPECIFICATIONS

A new white, black, silver or equivalent color Ford Escape SE front-wheel drive vehicle with equipment group 200A or equivalent subcompact or compact SUV with the following minimum specifications:

- 1.6L EcoBoost Engine
- 6-speed automatic transmission
- Torque vectoring control
- Traction control
- Roll stability control
- Electric power-assisted steering
- Four-wheel disc anti-lock brake system
- 17" aluminum wheels
- Cloth-trimmed front bucket seats with power driver's seat
- Driver and passenger set-back map pockets
- 60/40 split second-row seat
- Manual air conditioning
- AM/FM radio
- Cargo floor hooks
- Center floor console with armrest
- Front and rear cup holders
- Driver's left footrest
- Floor mats, first and second row
- Front and rear grab handles
- Message center and trip computer
- Compass and outside temperature display
- Interior lighting with center LED dome lamp with map lights and rear cargo-area lamp
- Manual day/night rearview mirror
- Cruise control
- Steering wheel with manual tilt and telescoping
- Front, rear and cargo area A/C or equivalent power outlets
- Power windows with driver's one-touch down
- Automatic headlamps
- Integrated blind spot mirrors
- Halogen headlamps
- Fog lamps
- Manual liftgate
- Rear view camera
- Rear intermittent wiper/washer
- Front variable intermittent wipers
- Dual-stage driver and front-passenger airbags
- Driver's knee airbag
- Front seat-mounted side airbags
- Side-curtain airbags
- Brake Assist
- Head restraints and three-point seatbelts at all seating positions
- Height-adjustable front seat belts
- Tire Pressure Monitoring System (excludes spare)
- Passive anti-theft system
- Remote keyless entry

Attachment 2 - 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: Parkville City Hall, 8880 Clark Avenue, Parkville MO 64152

INVOICE TO: City of Parkville, Attn: Sean Ackerson, 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 five (5) pages including attachments A & B. _____

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
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

Timeline:

Parkville will order the vehicle approximately 4/8/2015 with the delivery/payment of vehicle expected on or before 5/8/2015.*

*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 vehicle at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of the vehicle.

2. **Work, Liens and Waivers:** Vendor agrees both to deliver the vehicle 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. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **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.

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

6. **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-contractors, 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.

7. **Changes:** Purchaser reserves the right to order changes in writing in the vehicle specifications 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.

8. **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.

9. **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.

10. **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.

11. **Termination:** Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. if the vehicle is 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. 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..

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

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

Attachment "B"
INSURANCE REQUIREMENTS FOR PURCHASE ORDER

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:
 - 1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.
 - 1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.
 - 1.3 Insurance certificates, written on a standard ACORD form, and **a copy of the additional insured endorsement**, must be received by Purchaser prior to any payment by Purchaser or delivery of goods.
2. Such insurance shall include the following terms and conditions:
 - 2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.
 - 2.2 The cost of defense of claims shall not erode the limits of coverage furnished.
 - 2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancellation Endorsement must be furnished to Purchaser prior to delivery of goods.**
 - 2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
 - 2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.
 - 2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.
 - 2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.
 - 2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.
 - 2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

Attachment 3 – BID FORM

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

*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.

Estimated time from order to delivery for vehicle (days): _____

Bidder Information

Company: _____

Representative: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Address: _____
Street
City
State
Zip Code