

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

Bids Due 10:00 a.m. central time on Wednesday, April 1, 2015

---

The City of Parkville, Missouri is seeking sealed bids for **Truck Equipment for two (2) 2015 Ford F-350 Cab & Chassis Trucks as outlined on Attachment 1 – Detailed Specifications.**

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.** central time on **Wednesday, April 1, 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 – TRUCK EQUIPMENT.”** Bids will be publicly opened and read aloud at approximately 10:05 a.m. central time in the Public Works Boardroom on the second floor of Parkville of City Hall, 8880 Clark Avenue, Parkville, MO 64152.

The bid request is for truck equipment as shown on the 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](http://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 at 816-915-4156 or [aschank@parkvillemo.gov](mailto: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 accept additional bids 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

Truck equipment for two (2) 2015 Ford F-350 Cab & Chassis Trucks.

1. Galion 100 series dump body 2-3 yard capacity (GAL-100UDSP):

- 9' length, 84" inside width, 13" sides
- Floor 10 ga. High tensile – Side 12 ga. High tensile
- Fold-down sides
- Dirt shedding top and bottom rail
- Full depth rear corner post
- Tailgate - (3) panel 19" height
- Cab shield 12" over cab with expanded metal window
- Manual tailgate release
- Hoist capacity – 7 ton
- Power up and down
- Installed with ICC light flaps in front and behind rear axle and painted red color

2. Henderson Stainless Steel Salt & Sand Spreader:

- Capacity: 2.0 yards
- Hydraulic drive single motor
- Inverted vee over conveyor
- Extended spinner chute
- Heavy duty top grate screen
- Spreader hold-down kit (ratchet straps)
- 6" extended stainless steel sides
- Installed

3. Hydraulic system to operate above dump and spreader:

- Belt-drive hydraulic pump – 8 GPM
- Frame mounted 20 gallon reservoir with suction line ball valve and return line filter
- (2) section control valve for double acting hoist and motor spool for spreader
- Morse control cables installed in cab on tower for hoist and spreader on/off
- Flow control valve for spreader frame, mounted driver side
- Hydraulic hoses and quick couplers
- Installed

4. Meyers Snowplow:

- Blade length – 9' poly blade
- Electro touch power unit with cab controls
- E-Z mounting system
- Power angling
- (4) Trip springs
- Aux. Nite Saber II light system
- Installed

5. **Receiver hitch - ICC bumper install and wire to (6) pole trailer receptacle –install combo hitch with 2 5/16 ball**
  
7. **Cab shield mounted strobe:**
  - **Superior Signal SY9340a – Cab shield mounted dual strobe installed on cab shield center front wired to upfitter dash switch**
  - **Ford upfitted switch – switches to be re-wired hot all the time.**
  
8. **Four Corner strobes:**
  - **4 corner amber strobe lights**
  - **22 flash patterns**
  - **Potted circuit board**
  - **Wired to upfitter switch**
  - **Installed**
  
9. **Under-coating of truck and truck bed:**
  - **After frame, dump bed and snowplow bracket has been installed, have underside of truck undercoated.**
  
10. **Nerf Bar Steps:**
  - **Install DeeZEE DZ370391 Nerf Bar Steps – both sides**

## 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: 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 "1" – Detailed Specifications  
See Attachment "A" – Terms and Conditions  
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

Timeline:

**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. **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 work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) Vendor shall furnish to Purchaser all MSDS sheets relevant to items furnished hereunder.

5. **Time is of the Essence.** Vendor agrees to perform the work and furnish the goods 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-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.

7. **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.

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. 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..

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

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 insured 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
Galion 100 Series (GAL-100UDSP)	\$	<input type="checkbox"/>	<input type="checkbox"/>
Henderson Stainless Steel Salt & Sand Spreader	\$	<input type="checkbox"/>	<input type="checkbox"/>
Hydraulic System for dump & spreader	\$	<input type="checkbox"/>	<input type="checkbox"/>
Meyers Snowplow	\$	<input type="checkbox"/>	<input type="checkbox"/>
Receiver hitch	\$	<input type="checkbox"/>	<input type="checkbox"/>
ICC bumper install/wire to recept/install combo hitch	\$	<input type="checkbox"/>	<input type="checkbox"/>
Cab shield mounted strobe	\$	<input type="checkbox"/>	<input type="checkbox"/>
Four corner strobes	\$	<input type="checkbox"/>	<input type="checkbox"/>
Undercoating of truck and truck bed	\$	<input type="checkbox"/>	<input type="checkbox"/>
Nerf Bar Steps-both sides	\$	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total</b>	<b>\$</b>	<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 equipment (days): \_\_\_\_\_

### Bidder Information

Company: \_\_\_\_\_

Representative: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Address: \_\_\_\_\_  
Street
City
State
Zip Code