



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

The City of Parkville, Missouri is seeking sealed bids for a **2018 Ford F350 F-Series Pickup Truck as outlined on Attachment 1 – Detailed Specifications,** for the Public Works Department.

Sealed bids will be received by the City of Parkville Missouri, 8880 Clark Avenue, Parkville, MO 64152 Attn: Alysén Abel, Director of Public Works until **10:00 a.m.** central time on **Tuesday, December 5, 2017,**. 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 F-350 TRUCK.”** Bids will be publicly opened and read aloud at approximately **10:05 a.m.** central time in the Public Works Conference Room on the second floor of Parkville of City Hall, 8880 Clark Avenue, Parkville, MO 64152.

Detailed specifications are as shown 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 vehicle 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-bid conference for this project. Questions concerning this bid may be directed to:

Alan Schank at 816-741-0824 or 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. 17-016) 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 (Attachment 1)
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

IMS2 CNGP530 VEHICLE ORDER CON

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CNGP530 VEHICLE ORDER CONFIRMATION 11/08/17 13:04:24
 ==> 2018 F-SERIES SD Dealer:
 Order No: 9710 Priority: A3 Ord FIN: QG175 Order Type: 5B Price Level: 815 Page: 1 of 2
 Ord PEP: 610A Cust/Flt Name: PARKVILLE PO Number: RETAIL
 F3B F350 4X4SDR/CSR \$36860 JOB #1 BUILD RETAIL
 142" WHEELBASE 10300# GVWR PKG
 PQ RACE RED 425 50 STATE EMISS NC
 A VNYL 40/20/40 473 SNOW PLOW PKG 185
 S MEDIUM EARTH GR 512 SPARE TIRE/WHL2 NC
 610A PREF EQUIP PKG 52B BRAKE CONTRLLR 270
 .XL TRIM TELE TT MIR-PWR
 .TRAILER TOW PKG
 572 .AIR CONDITIONER NC TOTAL BASE AND OPTIONS 40340
 .AM/FM STER/CLK TOTAL 40340
 996 .6.2L EFI V8 ENG NC *THIS IS NOT AN INVOICE*
 44P 6-SPD AUTOMATIC NC *TOTAL PRICE EXCLUDES COMP PR
 TBM LT245 BSW AT 17 165
 X4M 4.30 ELOCKING 390 * MORE ORDER INFO NEXT PAGE *
 90L PWR EQUIP GROUP 915 F8=Next
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers
 S006 - MORE DATA IS AVAILABLE.

2018 F-SERIES SD Page: 2 of 2
 Order No: 9710 Priority: A3 Ord FIN: QG175 Order Type: 5B Price Level: 815
 Ord PEP: 610A Cust/Flt Name: PARKVILLE PO Number:
 RETAIL RETAIL
 59H HI MNT STOP LMP NC *THIS IS NOT AN INVOICE*
 592 ROOF CLEAR LGTS 95 *TOTAL PRICE EXCLUDES COMP PR
 JACK
 66S UPFITTER SWTCH 165
 67D XTR HVY DTY ALT NC
 794 PRICE CONCESSN
 REMARKS TRAILER
 SP DLR ACCT ADJ
 SP FLT ACCT CR
 FUEL CHARGE
 B4A NET INV FLT OPT NC
 DEST AND DELIV 1295
 TOTAL BASE AND OPTIONS 40340
 TOTAL 40340 F7=Prev
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers
 S099 - PRESS F4 TO SUBMIT

V1DP0230

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PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue, Parkville, MO 64152
(816) 741-7676

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:

INVOICE TO:

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of _____ 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 _____ days after delivery of goods and receipt of invoice. This purchase order is only valid through _____.

ITEMS:

2018 F-Series, Ford F350 Pickup Truck, as specified in Attachment 1.

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

SCHEDULE OF DELIVERY:

F.O.B. Purchaser address: 9300 Garden Road, Parkville, MO 64152

The City will order the truck on or before 12/22/17 with anticipated delivery on or before 3/1/18, unless otherwise 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 the required Certificates of Insurance 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: _____

Date: _____

Date: _____

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) All manufacturers' warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) 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, restocking fees, 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 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.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

BID FORM

PUBLIC WORKS FORD F-350 CAB PICKUP TRUCK

For
CITY OF PARKVILLE, MISSOURI

Bid Date: Tuesday, December 5, 2017

SUBMITTED BY: _____

TO: CITY OF PARKVILLE, MISSOURI:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Specifications, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed equipment and miscellaneous items of Work appurtenant thereto; and (c) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth herein.

Bidder hereby agrees to commence Work under this Contract as directed by the notice to proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated: _____

Failure to furnish all information requested below may be cause for rejection of the Bid.

Bidder understands that work in the City of Parkville will require a Parkville business License.

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the prices presented below for each Section of the Work. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

_____ Dollars &
cents (\$ _____).

Award shall be based on the City's evaluation of prices and other factors affecting the responsibility and responsiveness of Bidders. The City reserves the right to award all, some or none of the items identified above to the successful bidder

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) **calendar days** after the scheduled closing time for receiving bids.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security, if required by the Instructions to Bidders.

Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance and Payment Bonds are required, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security, if required, which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

The undersigned acknowledges that the City retains the option to accept or reject any bid for any reason.

Dated at _____ this ___ day of _____, 20__.

CITY OF PARKVILLE OCCUPATIONAL LICENSE or CERTIFICATE NUMBER, if applicable:

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business as
Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A PARTNERSHIP:

Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION:

Name of Corporation

By _____

Signature & Title

ATTEST:

(CORPORATE SEAL)

Business Address of Bidder: _____

Telephone No. _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____

Secretary _____