



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.: EV1495

BID ISSUED: 07-26-12

BID CLOSES: 09-11-12, AT 2:00 P.M.

INVITATION FOR BID

STREET SWEEPERS POWERED BY COMPRESSED NATURAL GAS (CNG) CMAQ-3301(469)

BID DUE: 09/11/2012, 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

**STREET SWEEPERS POWERED BY
COMPRESSED NATURAL GAS (CNG)**

1. INTENT

To solicit competitive bids for Street Sweepers Powered By Compressed Natural Gas (CNG).

2. AWARD

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

3. 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>

4. 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.

5. 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>.

6. 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.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY



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COLLUSION, OR OTHERWISE, TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

7. LOCAL PUBLIC AGENCY (LPA) MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT)

LPA - 136.9.4.1.1.13 Buy America (23 CFR 635.410)

On all federal-aid construction projects, 23 CFR 635.410 requires that steel and iron used be made in the United States. The "Buy America" provision is applicable to all steel and iron materials, except as noted below, regardless of the percentage of steel in the manufactured product. All manufacturing processes involved in steel or iron products must occur within the United States. These processes include rolling, extruding, machining, bending, grinding, drilling, coating, welding and smelting. Domestically produced steel billets or iron ingots shipped overseas for any process and returned to the United States do not conform to this requirement. Buy America provisions do not apply to:

- Minimal use of all foreign material in which the total delivery cost to the project site is less than \$2500 or 0.1 percent of the contract amount, whichever is greater.
- Raw materials; scrap temporary steel items such as sheet piling, bridges, steel scaffolding and false work.
- Materials that remain in place at the contractor's convenience such as sheet piling and forms.
- Pig iron manufactured outside the United States.
- An LPA shall not list an ineligible iron or steel product as "nonparticipating" in order to circumvent the Buy America requirements.

A waiver of the Buy America requirements by the FHWA Division Administrator is permitted for specific projects, specific products, specific geographical areas or combinations if:

Buy America is inconsistent with the public interest, or

There is not a sufficient supply of domestic materials of satisfactory quality.

Approval for waiver of Buy America requirements must be obtained from FHWA.

Buy America should not be confused with Buy American.

8. 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.



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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.

9. 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.

10. 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.

- 10.1 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.

- 10.2 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.



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10.3 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.

11. 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.

12. 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



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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).

13. BID INFORMATION

The public bid opening will be held on SEPTEMBER 11, 2012 at 2:15 P.M., at the address listed below. Bids are mailed to the following address:

Procurement Services Division
City of Kansas City, Missouri
1st Floor, 102 W, City Hall
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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.

14. 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 SEPTEMBER 5, 2012.



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15. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 60 DAYS

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for sixty (60) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After sixty (60) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

Bids will be held for a period of sixty (60) days after bid opening.



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SPECIFICATIONS.
CITY OF KANSAS CITY MISSOURI
DEPARTMENT OF PUBLIC WORKS
TECHNICAL SPECIFICATIONS
FOR SELF PROPELLED 32,000 GVW
FRONT WHEEL STEER TYPE STREET
SWEEPER WITH DUAL CONTROLS CNG

- 1.0 THE SWEEPER SUPPLIED TO MEET THIS SPECIFICATION MUST BE CURRENT YEAR STANDARD PRODUCTION; NEW AND UNUSED, SUBSTANTIATED BY CURRENT PUBLISHED LITERATURE, PRICE SHEETS AND BUILD SHEET.
- 1.1 THE MANUFACTURER MUST BE PREPARED TO PROVE SATISFACTORY EXPERIENCE IN THE DESIGN AND MANUFACTURE OF THE TYPE OF SWEEPER DESCRIBED HEREIN. QUALIFIED EMPLOYEES WITH AN ADEQUATE INVENTORY OF PARTS MUST STAFF SERVICE FACILITIES FOR REPAIR AND SERVICE OF DEVICE THE SUCCESSFUL BIDDER SHALL PROVIDE FOR A LOCALLY AVAILABLE REPAIR FACILITY WITHIN THE GREATER METROPOLITAN AREA OF KANSAS CITY, MISSOURI.
- 1.2 TECHNICAL STANDARDS
UNITS BID MUST MEET OR EXCEEDS INDUSTRY OR SAE STANDARDS. STANDARDS USED BY SOCIETIES THAT ARE NOT MEMBERS OF THE AMERICAN NATIONAL STANDARDS INSTITUTE WILL NOT BE ACCEPTED.
- 1.3 APPROVED MODELS
THIS BID INVITATION LIST ONLY THE SPECIFICATIONS.

SWEEPERS WHICH MEET THE CRITERIA OF THESE SPECIFICATIONS ARE ELIGIBLE, BUT MUST BE DEMONSTRATED AND APPROVED BY THE DEPARTMENT OF PUBLIC WORKS PRIOR TO MAKING AN AWARD.

BIDDERS MUST RETURN THE ORIGINAL BID FORM AND SHALL INDICATE ANY EQUIPMENT BID, WHICH DEVIATES FROM THE SPECIFICATIONS GIVEN IN THIS BID PACKAGE. A COMPLETE DESCRIPTION OF THE SUBSTITUTE ITEM SHALL BE DOCUMENTED AND ACCOMPANY THE BID RESPONSE.

- 1.4 SPECIAL NOTES
ALL FACTORY INSTALLED STANDARD EQUIPMENT AND/OR OPTIONAL PACKAGE EQUIPMENT THAT IS FACTORY STANDARD ON THE MODEL BID MUST REMAIN INSTALLED TO THE DEVICE BID.

NO DEALER EMBLEMS, DECALS OR PLACARDS TO BE PLACED ON THE VEHICLE OR EQUIPMENT.



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1.5 WARRANTY SERVICE

THE SUCCESSFUL BIDDER MUST FURNISH PROOF THAT THEIR COMPANY IS ABLE TO AND WILL PROVIDE AUTHORIZED MANUFACTURER SERVICE AND/OR REPAIR PARTS TO THE EQUIPMENT 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 MODEL OF THE EQUIPMENT HEREIN BID. ADDITIONALLY, THE BIDDER SHALL ALSO FURNISH, IN WRITING, THE MANUFACTURER'S STANDARD TERMS, CONDITIONS AND WARRANTY COVERAGE REMAINING ON THE EQUIPMENT.

1.6 THE MINIMUM WARRANTY ON THIS MACHINE SHALL BE:

ONE (1) YEAR ON THE COMPLETE SWEEPER.

THIS SHALL BE A STANDARD WARRANTY AND MAY BE A LIMITED WARRANTY WHERE SOME PARTS MAY NOT BE INCLUDED.

1.7 MANUALS (MAY BE ON CD-ROM)

THE SUCCESSFUL BIDDER SHALL DELIVER TO THE SUPERINTENDENT OF MOTOR EQUIPMENT THREE (3) SETS EACH OF THE FOLLOWING:

1. CURRENT EDITION OF THE OPERATOR'S MANUAL.
2. CURRENT EDITION OF THE SERVICE/MAINTENANCE REPAIR MANUAL.
3. CURRENT EDITION OF THE ELECTRICAL DIAGRAMS.

1.8 SAFETY

EACH UNIT MUST MEET OR EXCEED ALL FEDERAL AND STATE SAFETY STANDARDS, AT THE TIME OF DELIVERY.

1.9 DEFICIENCIES

IF IT IS DETERMINED THE DELIVERED SWEEPER FAILS TO MEET BID SPECIFICATIONS IN ANY RESPECT, THE BIDDER SHALL CORRECT SUCH DEFICIENCIES, WITHOUT DELAY AND AT NO EXPENSE TO THE CITY.

1.10 TRAINING

THE SUCCESSFUL VENDOR SHALL PROVIDE ON-SITE TRAINING REGARDING THE OPERATION AND MAINTENANCE OF THE SWEEPER. TRAINING SHALL OCCUR AT THE TIME OF EQUIPMENT DELIVERY.

1.11 DELIVERY EXPECTATIONS

THE SUCCESSFUL BIDDER SHALL DELIVER EACH SWEEPER COMPLETELY AND OPERATIONAL F.O.B. DESTINATION TO THE CITY OF KANSAS CITY, MISSOURI. 5300 MUNICIPAL, KANSAS CITY, MISSOURI, BY THE AGREED UPON DELIVERY DATE.

1.12 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 NONRESPONSIVE.



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SECTION I

CAB & CHASSIS

SPECIFICATIONS (MINIMUM)

**BIDDERS PROPOSAL
MEETS OR EXCEEDS, IF NOT EXPLAIN.**

1. CHASSIS

Chassis shall be cab-over engine design with a 33,000 GVW rating.

Wheelbase not more than 140".

Cab to axle not more than 91".

Cassis shall have front tow hooks.

Frame shall have yield strength of 80,000 PSI.

50 DGE fuel tanks to supply fuel to both engines.

Warning light for cab latch to make sure the cab is in the locked position.

2. ENGINE

Type: horsepower: 230 H.P CNG.

Engine output: 500 lb/ft. @1600 rpm

Filtering system: heavy duty (dry type) with an air filter restriction gauge mounted so it is visible by the operator.

Cooling system: heavy duty, increased capacity with permanent anti-freeze installed and tested to protect to 30 degrees below 0 f. Silicate -free extended life coolant with fuel water separator, with electrical heater with separator model 100fg12.

Exhaust system: horizontal muffler vertical exhaust behind cab with heat shield.

Water-cooled 14.2 cfm. Air compressor that draws air through the engine air cleaner.

Automatic engine shutdown with alarm when activated by



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low or high engine oil pressure and high coolant temperature.
Must have reset feature.

Dash mounted hour meter that records engine operating time.

Fuel filter must be mounted in the engine compartment
outside of the frame.

Block heater 1,250-watt minimum, 120 volt.

3. TRANSMISSION

Heavy duty five (5) speed automatic, with remote
filter, with fluid temp gauge mounted in the cab
connected to the outlet port of the transmission.
The controls shall be dash mounted.
T-handle control. Synthetic oil must be used.

4. FRONT AXLE

Heavy duty tapered leaf spring with carrying capacity
of not less than 12,000 lbs.
50 degree turning angle with oil lubricated synthetic
front hubs with clear caps.

5. REAR AXLE

Two speed, 21,000 lbs. capacity with axle ratio
capable of maintaining normal highway speed
(60-65 mph) fully loaded at a 2% grade. Two
speed with air bag suspension.

6. SPRINGS

12,000 lbs. front, 21,000 lbs. rear air suspension
with dash control transport/sweep.

7. STEERING

Dual operator controls full power or power assist
Each steering column shall be fully independent and
shall include separate steering gear boxes, drag
link and pitman arms.



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8. SERVICE BRAKE

Dual heavy duty, air, disc complete with ABS, and gauge, warning light and buzzer mounted on instrument panel. Heated air dryer and heated automatic tank drain valves with a quick connection shall be provided with easy access to allow for charging of the air tanks of downed trucks to release brakes for towing. Outboard drums with automatic slack adjusters shall be included.

9. AIR SPRING SET PARKING BRAKE

Air: MGM type rear wheel drum and shoe.

10. ELECTRICAL SYSTEM

Heavy duty, with 130 amps. alternator and two batteries with 1300 cca at 0 degrees f, maintenance free. Batteries shall be located in an enclosed accessible environment. System to have circuit breakers in lieu of fuses and a 12-volt negative cable shall be serviceable with a bolt to frame, not a lug attachment.

Directional signals, front and rear equipped with traffic hazard switch. Unit shall be equipped with unitized alternator/regulator, electric starter, sealed multiple beam headlights,

11. WHEELS

White in color ten (10) hole pilot Budd disc type, six (6) each for 11r x 22.5 tire

12. TIRES

Radial six (6) 11r x 22.5, conventional tread to meet the GVWR of the sweeper.

13. EXTERIOR PAINT

White clear coat or approved equal Flat black finish on top surface of hood.



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14. WIRING & SWITCHES

All wire splices shall be soldered with plastic or resin type solder (acid not approved) and sealed with dual wall heat shrinkable tubing with an inner wall which melts into voids of wire or mechanical connections. Marine grade wiring shall be used.

Hydraulic functions shall be controlled by rocker switches. Switched shall be clearly identified by name and symbol and be back lit for night operation.

15. ACCESSORIES

**Fully insulated and sound proof cab.
Safety glass to be installed in all cab openings,
tinted for doors and windshield.**

Fender mounted mirrors convex mirrors,
on both doors of the truck.

Cloth seats, air ride driver & passenger.

External engine oil cooler.

Heavy duty fresh air heater and air conditioning
with two auxiliary fans mounted at each end of the dash.

Dual electric, intermittent 2-speed windshield wipers.

Retractable dual west coast type rear view mirrors.

Backup warning system, electrical type.

Grab handles one (1) on each side of cab.

Left and right operator instrument panels with
OEM gauges, full vision and illuminated. Oil
pressure, fuel level, water temperature and
ampere gauges shall be mounted on instrument
panel (lights in lieu of instruments not acceptable).

Dual sun visors



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Factory standard am/fm radio.

Air horn: dual air and electric.

Rear mud flaps.

Engine hour meter.

Fleet keyed, Five sets of keys for each vehicle



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SECTION II

**MINIMUM SPECIFICATIONS FOR
A NEW CURRENT MODEL 4.5 CUBIC YARD
SWEEPER**

SPECIFICATIONS (MINIMUM)

**BIDDERS PROPOSAL
MEETS OR EXCEEDS, IF NOT EXPLAIN.**

16. ENGINE

CNG: Four (4) cyl. Four (4) cycle CNG.

Displacement: 181 cubic inches

Min. horsepower: 65 @ 2500 rpm

Min. net torque: 139 lbs, /ft, @ 1,600 rpm

Engine cooling system: heavy duty, with fan guard, capable of Operating between minus 25 degrees f. and 125 degrees f. Radiator must have permanent anti-freeze installed and tested to protect to 20 degrees below 0 f. silicate -free extended life coolant and coolant recovery

Engine air cleaner: dry type, dual stage, equipped with pre-cleaner and cab mounted service indicator.

Full flow oil filter and fuel filter with water separator.

Rear compartment cover shall have wing doors.

Engine accessories: remote oil drain kit, remote engine filter installation and cab mounted restriction indicator.

Fuel System

3 composite 3600 psi tanks 50 DGE Tanks to include pressure relief and shut-off valve. Stainless steel gas line system including shut off valve, high pressure regulator, gauge, filter, vacuum shut-off valve, low pressure regulator.

Regulator includes a jacket to eliminate freeze-up



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Fuel system installed in accordance with NFPA standards.

Standard Accessories

Full flow oil filter, mechanical governor, heavy-duty dual stage dry type air cleaner with safety element to be included.

Instrumentation

Tachometer/hour meter Oil pressure, engine water temperature gauges. Control console warning lights for full load, engine oil system, aux. engine running, hydraulic oil filter restriction, charging system, hopper up, machine level, low spray water, air filter.

17. ELECTRICAL SYSTEM

Heavy duty 12-volt system with 95 amp alternator.

One, 12 volt, 925 cca. battery.

Two (2) LED red stop-tail-turn flange flush mounted, two (2) rear amber double flashing LEDS flange flush mount flashing LEDS wired to flash in synchronous mode or approved equal. Two (2) led strobe beacon lights located either side of cab or top of cab with brush guards. A LED directions arrow board shall be mounted on the center rear of the machine, 72" from ground level, that will direct traffic left, right, flash or to either side. (LED or approved equal.)

Work lights shall be located at each gutter broom and at each end of the main broom.

All circuits shall be protected by self-resetting circuit breakers, fuses are not acceptable.

18. HYDRAULIC SYSTEM

Pump shall be 25 GPM @ 2,500 RPM with a three section gear drive with dual inlet with test ports. 21 gallon reservoir with outside level indicator and a vent spin-on 10 micron filter. Drain for the tank shall be plumbed to the side of the machine and labeled as hydraulic drain. Return line to have a 10-micron, full flow filter with bypass and a dash mounted indicator light. All hydraulic fittings are to be positive seal "O"



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.: EV1495

BID ISSUED: 07-26-12

BID CLOSES: 09-11-12, AT 2:00 P.M.

SPECIFICATIONS (MINIMUM)

**BIDDERS PROPOSAL
MEETS OR EXCEEDS, IF NOT EXPLAIN.**

ring type. All pump circuits and hydraulic manifold are to have quick disconnect pressure check points for the testing of pressure. Automatic shutdown device for low hydraulic oil, high temp/low oil pressure for the sweeper engine is required.

19. GUTTER BROOMS BOTH SIDES

Broom rpm shall be variable determined by speed of engine, or have at least 3 speed ranges. Once speed is set, broom rpm shall be constant and independent of speed or direction of sweeper. Gutter brooms hydraulically driven and must be capable of engagement or disengagement at any engine or sweeper speed movement in six directions (up, down, back, forward, in, out) singly or in combination and automatically recover to initial sweeping position. Brooms must be capable of being raised and lowered and tilted pneumatic by cab located controls and must be adjustable for wear. Diameter shall be 42 inches.

Prefabricated throwaway type gutter broom segments shall be furnished with each sweeper.

20. MAIN BROOM

Broom, hydraulically driven, rpm shall be variable determined by speed of engine, or have at least 3 speed ranges. Once speed is set, broom rpm shall be constant and independent of speed or direction of sweeper. Dual purpose, steel core filled with polypropylene broom fiber. Broom flotation shall be controlled by spring and shock absorber. Lift control, digging pressure and wear control shall be pneumatic with in cab controls. Length of main broom 60 inches. Bearings shall be sealed self-aligning and re-lubeable.

Main brooms shall be of the disposable type and shall be furnished with .080 26-inch polypropylene fiber. Broom motor shall be protected with a metal guard.



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21. CONVEYOR

Variable speed, forward or reverse, hydraulically driven with relief valve protection. Multiple ply belt with integrally full width molded cleats or cal/trans elevator assembly - eleven (11) flights. Bearings shall be sealed self-aligning and re-lubeable.

22. ELEVATOR

3/8" lower plate. conveyor must be capable of being reversed without reversing main and gutter brooms. Must be capable of loading hopper to 100% of rated capacity.

23. HOPPER

Three and one half (3.5) cubic yard capacity. Hydraulically elevated, twin cylinder-two stage, and pivoted for direct side discharge. Release at variable heights from ground level to 10 feet 2 inches. Hopper must be coated on the inside with anti-rust material. Hopper shall be 50 degrees dump angle and smooth floor for easy cleaning.

Normal lift, dump and lower cycle time must not exceed 70 seconds.

Hopper must be free of any exposed hoses, brackets, wiring or lights and lift arms must not act with scissor action which might be dangerous to operator or bystander.

Front hopper flap seal and hanger option required if available and inspection door.

24. BUMPER

Furnish rubber bumpers on sweeper to prevent damage to components of sweeper or equipment when dumping hopper.

25. SPRAY SYSTEM

280-gallon capacity, with water level gauge.

High pressure, 80-psi gear or centrifugal type pump with filter.



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Atomizing spray nozzles must be located near brooms and must cover full sweeping path.

All spray system controls must be located in operator's compartment.

Water tanks must be coated on the inside with anti-rust material.

Fill hose shall be 2 inch diameter, 16 feet long with hydrant coupling matching City of Kansas City Missouri fire hydrants and must have air gaps or mechanical back flow preventer permanently installed, on the vehicle, to comply with federal, state and local codes.

26. CAB INSTRUMENTS

Gauges shall be furnished for tachometer, oil pressure, transmission temperature speedometer, odometer, engine temperature, fuel level, and battery voltage.

Engine air filter service indicator, oil pressure gauge, volt meter, fuel level gauge, headlamp beam indicator, engine hour meter, hand throttle, engine kill control and key ignition switch shall be conveniently located in operator's compartment.

When the engine coolant, oil pressure or hydraulic oil pressure and level are out of acceptable levels an audible alarm shall sound and the safety shut down device will shutdown the engine prior to causing damage to the engine or hydraulic system.

27. EXTERIOR COLOR

White with clear coat and DOT reflective tape.

28. ACCESSORIES

Air purges connection.
Conveyor stall indicator buzzer.
Fire extinguisher.
Auto-Lube system (sweeper only)
The machine shall be equipped with an auto lube system that has an adjustable timer with a minimum



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of fourteen settings from 3.5 to 65 minutes. The reservoir shall have a capacity of at least 2 liters. The auto lube system shall lube the following fittings: hopper lift and tilt cylinders hopper pivot pins (all) side broom, pivots and bushings conveyor, bearings and pivot points main broom, suspension, bearings, lift mechanism, and pivot points, drag shoe, suspension and pivot points

OPTION 1: EXTENDED WARRANTY – NON PARTICIPATING ITEM

A complete three (3) years hydraulic and drive train system parts and labor warranty.

SPECIAL NOTES

No dealer emblems, decals or placards are to be placed on vehicles or equipment.

F.O.B. DESTINATION

The successful bidder shall deliver each item f.o.b. destination to the city of manuals

The successful bidder shall deliver to the fleet maintenance supervisor for units furnished under this bid one (1) set of the following: (may be on CD)

1. Current edition of the operator's manual.
2. Current edition of the service/maintenance repair manual.
3. Current edition of parts manual.

END OF SPECIFICATION

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BID NO.: EV1495**BID ISSUED: 07-26-12****BID CLOSING: 09-11-12, AT 2:00 P.M.****SPECIAL INSTRUCTIONS AND CONDITIONS****PRICING**

WE HAVE READ THE INSTRUCTIONS AND CONDITIONS (STANDARD, SPECIAL, AND THE 8-PAGE ATTACHMENT) AND SPECIFICATIONS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

class/item CODE(S)	item NO.	ITEM AND SPECIFICATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	1.	NEW CURRENT MODEL 4.5 CUBIC YARD SWEEPER CNG POWERED				
	1.1	NEW CURRENT MODEL 4.5 CUBIC YARD SWEEPER <u>WITHOUT</u> CNG POWERED WITH ALL EQUIPMENT AND FEATURES PER ATTACHED SPECIFICATIONS (QUOTE NEEDED FOR REFERENCE, NOT TO BE PURCHASED)	8	EACH	\$ _____	\$ _____
	1.2	NEW CURRENT MODEL 4.5 CUBIC YARD SWEEPER <u>POWERED BY CNG</u> WITH ALL EQUIPMENT AND FEATURES PER ATTACHED SPECIFICATION (ACTUAL BID ITEM TO BE PURCHASED).	8	EACH	\$ _____	\$ _____
	1.3	EXTENDED WARRANTY FOR CNG CONVERSION (ACTUAL BID ITEM TO BE PURCHASED).	8	EACH	\$ _____	\$ _____

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class/item CODE(S)	item NO.	ITEM AND SPECIFICATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	2.	PARTS AND SERVICE Address of local authorized and approved service shop: Name: _____ Address: _____ Phone number: _____				

3. ADDENDUM ACKNOWLEDGEMENT

The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.



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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: _____



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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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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 _____, _____.

Notary Public

My Commission expires:



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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: 09-11-2012

Number: EV1495

Description: STREET SWEEPERS POWERED BY COMPRESSED NATURAL GAS (CNG)

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. _____



CITY OF KANSAS CITY MISSOURI
Procurement Services Division
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Kansas City, Missouri 64106-2790

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 initialed 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 (45) 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 paragraph 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 paragraphs 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. 1957, 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 REQUIRE 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 carded 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 twenty (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 bid 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 thirty (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 thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Procurement Services Manager a written appeal addressed to the Director of General Services. 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 ten (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 three (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 (3) 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 (3) 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. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Contractor shall:
- A. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
 - B. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
 - C. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.
- City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.
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 Supplier Relations Coordinator 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 (1) 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 (1) 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 (1) Contractor or open to further competition. Approximate Quantities. This bid 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.
- B. No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.
- C. Multiyear term contracts and options to extend term contracts are subject to paragraph 60, ANNUAL APPROPRIATION OF FUNDS.
- D. 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 non-appropriation 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.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical analysis performed.

3. The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the findings of the research. The data shows a clear trend of increasing activity over time.

4. The fourth part of the document discusses the implications of the findings. It suggests that the results have significant implications for the field of study and may lead to further research in this area.

5. The fifth part of the document concludes the study. It summarizes the main findings and provides a final statement on the importance of the research.

6. The sixth part of the document includes a list of references. It cites the various sources of information used in the study, including books, articles, and other documents.

7. The seventh part of the document includes a list of figures. It provides a detailed description of each figure and its location within the document.

8. The eighth part of the document includes a list of tables. It provides a detailed description of each table and its location within the document.

9. The ninth part of the document includes a list of appendices. It provides a detailed description of each appendix and its location within the document.

10. The tenth part of the document includes a list of footnotes. It provides a detailed description of each footnote and its location within the document.