

**REQUEST FOR LEGISLATIVE ACTION**




Completed by County Counselor's Office:

Res/Ord No.: 18962

Sponsor(s): Greg Grounds

Date: October 12, 2015

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Four (4) Twelve Month Options to Extend, for the furnishing of Case Construction Equipment Repair for the Public Works Department to The Victor L. Phillips Company of Kansas City, Missouri under the terms and conditions set forth in the City of Kansas City, Missouri Contract No. EV2128, an existing government contract.</u></p>										
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Public Works                      Estimated Use: \$20,000</p> <p>This RLA only approves the Term and Supply Contract; the funds were/are appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): \$50,000                  Prior Year Actual Amount Spent (if applicable): \$0.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):                  Prior resolutions and (date): 17021, October 5, 2009</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Jessica Johnson, Senior Buyer, 881-3465</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>The Road Maintenance Division of the Public Works Department would like to utilize the City of Kansas City, Missouri's Contract for Case Construction Equipment Repair.</p> <p>Pursuant to Section 1030.4 of the Jackson Count Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract with Four (4) Twelve Months Options to Extend for the furnishing of Case Construction Equipment Repair for use by the Public Works Department to The Victor L. Phillips Company of Kansas City, Missouri under the terms and conditions of the City of Kansas City, Missouri Contract No. EV2128, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the approval of this Contract as a competitively bid government contract due to the higher volume discounts offer to larger government entities.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.</p>										
<p><b>CLEARANCE</b></p>	<p><input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Memorandum from Caroline Deihl of Public Works and the pertinent pages of the City of Kansas City, Missouri Contract No. EV2128.	
REVIEW	Department Director: 	Date: 9.25.15
	Finance (Budget Approval): <i>If applicable</i> 	Date: 9/28/15
	Division Manager: 	Date: 10/8/15
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Jackson County  
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

MEMORANDUM

TO: Jessica Johnson, Purchasing

FROM: Caroline Deihl, Public Works – Road Maintenance

DATE: September 23, 2015

SUBJECT: Contract No. EV2128

Jessica, we would like to continue using contract EV2128 that is Victor L Phillip Company for repair truck mounted bodies & equipment: parts, service & installation. We will spend approximately \$20,000.00 from 004-1506-56530.



General Services Department

Res. 18962

Procurement Services Division

1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793

(816) 513-1161  
Fax: (816) 513-1156

### TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

**SUPPLIER:** Victor L. Phillip Company  
(referred to hereafter as the "Supplier")

**MBE/WBE GOALS:** N/A

**CONTRACT NO.:** EV2128

**EFFECTIVE DATES:** From 06-01-15 to 05-31-16

**DESCRIPTION:** Case Construction Equipment Repair

A copy of the Supplier's signed bid is attached; and items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.

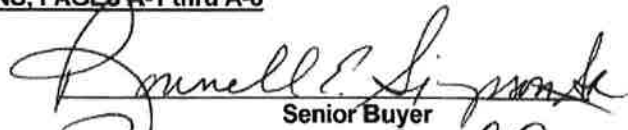
Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of **NONE REQUIRED** for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, **INSTRUCTIONS AND CONDITIONS**.

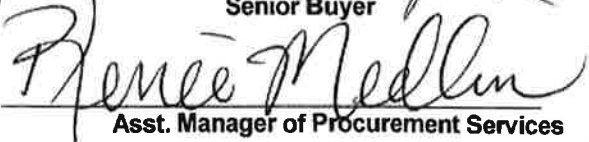
The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

**BID NUMBER:** EV2128                      **NO. OF PAGES:** 1 THRU 19  
**CLOSING DATE:** 06-02-2015              **APPENDICES NO.:** N/A  
**ATTACHMENT:** INSTRUCTIONS AND CONDITIONS, PAGES A-1 thru A-8

Prepared By: Ronnell E. Simpson Sr

  
Senior Buyer

  
Asst. Manager of Procurement Services

Approved By: Renee Medlin

This Day of June 02, 2015



**CITY OF KANSAS CITY, MISSOURI**

Procurement Services Division  
1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-1161 FAX (816) 513-1156

**BID NO.:** EV2128

**BID ISSUED:** 05-14-15

**BID CLOSES:** 06-02-15. at 10:00 A.M.

## **INVITATION FOR BID**

### **CASE CONSTRUCTION EQUIPMENT REPAIR**

**BID DUE: 06/02/2015, 10:00 A.M. (CT)**

**Ronnell Simpson, Senior Procurement Officer**  
City of Kansas City, Missouri  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793  
Telephone Number: (816) 513-0805  
E-mail: [ronnell.simpson@kcmo.org](mailto:ronnell.simpson@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 1216-035C.
- 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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BID NO.: EV2128

BID ISSUED: 05-14-16

BID CLOSES: 06-02-16, at 10:00 A.M.

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**STANDARD INSTRUCTIONS AND CONDITIONS**

**Case Construction Equipment Repair**

1. **INTENT**

The intent and purpose of the City of Kansas City, Missouri, is to solicit competitive bids for Case Construction Equipment. This is a Twelve (12) Month Term and Supply Contract with Renewal Options.

2. **AWARD**

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

3. **RENEWAL OPTIONS**

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional four (4) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. (Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)



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(816) 613-1161 FAX (816) 513-1156

**BID NO.: EV2128**

**BID ISSUED: 05-14-16**

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**4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS**

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show official identity card of the City of Kansas City, Missouri, and provide the purchase order number to the Supplier at the time of pick up.
- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date will be considered cancelled and any subsequent deliveries will be refused.

**5. TAX CLEARANCE FOR CITY**

**26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS**

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

**6. 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. [www.sos.mo.gov](http://www.sos.mo.gov)





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1st Floor, Room 102 W, City Hall  
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Kansas City, Missouri 64106-2793  
(816) 513-1181 FAX (816) 513-1158

**BID NO.: EV2128**

**BID ISSUED: 05-14-15**

**BID CLOSES: 06-02-15 at 10:00 A.M.**

**7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

**8. EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY and included in this IFB, affirming that Supplier 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). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**9. 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.

**10. SUPPLIER PRICING GUARANTEE**

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

**11. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

(a) Buy American Preference



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1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-1161 FAX (816) 513-1156

**BID NO.: EV2128**

**BID ISSUED: 06-14-15**

**BID CLOSES: 06-02-15, at 10:00 A.M.**

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It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) **Buy Missouri Preference**

It is the policy of the City to 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 the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.



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(816) 513-1161 FAX (816) 513-1156

**BID NO.: EY2120**

**BID ISSUED: 05-14-16**

**BID CLOSES: 06-02-16 at 10:00 A.M.**

**12. 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.

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.

**13. 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.

**14. 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.

14.1 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 Combined Single Limit per Occurrence, and  
\$2,000,000 aggregate per Occurrence

**Automobile Liability:**

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.



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1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793  
(816) 513-1161 FAX (816) 513-1166

**BID NO.: EY2128**

**BID ISSUED: 09-14-15**

**BID CLOSES: 06-02-16 at 10:00 A.M.**

14.2 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.

14.3 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.

**15. 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" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

**16. 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, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.



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(816) 513-1161 FAX (816) 613-1156

**BID NO.: EV2128**

**BID ISSUED: 06-14-15**

**BID CLOSES: 06-02-15, at 10:00 A.M.**

- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**17. BID INFORMATION**

The public bid opening will be held on June 02, 2015 at 1 p.m., at the address listed below. Bids are mailed to the following address:

Ronnell Simpson, Senior Procurement Officer  
Procurement Services Division  
City of Kansas City, Missouri  
1st Floor, 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793

The bid results will be available ten (10) days after the bid opening. Please contact Ronnell Simpson at (816) 513-0805.

**18. QUESTIONS AND ANSWERS**

For further information or clarification, any and all questions must be submitted in writing via e-mail or faxed as follows to:

Ronnell Simpson, Senior Procurement Officer

FAX: (816) 513-1156  
E-mail: [ronnell.simpson@kcmo.org](mailto:ronnell.simpson@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 May 22, 2015.



**CITY OF KANSAS CITY, MISSOURI**

Procurement Services Division  
1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64108-2793  
(816) 513-1161 FAX (816) 513-1168

**BID NO.: EV2128**

**BID ISSUED: 06-14-15**

**BID CLOSES: 06-02-15 at 10:00 A.M.**

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**SPECIAL INSTRUCTIONS AND CONDITIONS**

**20. PRICING AND PAYMENT**

- 20.1 Prices are to be firm and fixed for the period of the contract.
- 20.2 Prices will be as quoted on items listed on the Pricing page(s).
- 20.3 Current price lists or catalogs will be furnished with the quote. Price lists and/or catalogs will be provided to various City departments as requested.
- 20.4 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.

**21. SERVICE NOTES**

- 21.1 Services to be provided, but not limited, to Case Construction Equipment Repair.
- 21.2 The Supplier must have trained personnel qualified to provide the service required for this contract, and submit proof of this with bid (resumes, copies of certifications, etc.).
- 21.3 The Supplier must be located in the Greater Kansas City metropolitan area. The Supplier must have a source of rapid supply for parts.

**22. AUTHORIZED DISTRIBUTOR**

- 22.1 Supplier must be a manufacturer or manufacturer's authorized distributor of Case Construction Equipment
- 22.2 All warranty and non-warranty diagnostic and repair service provided by Supplier shall be performed by Certified Service Technicians to execute the needed diagnostic, repair, and maintenance work.



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(816) 513-1181 FAX (816) 513-1186

**BID NO.: EY212A**

**BID ISSUED: 05-14-15**

**BID CLOSES: 06-02-16 at 10:00 A.M.**

- 22.3 Prior to any work being performed for the City, for all warranty and non-warranty diagnostic and repair services, Supplier shall provide the City with a diagnosis and repair cost estimate within twenty-four (24) hours of receipt of equipment. The estimate shall include a detailed explanation of root cause of the failure(s) and the parts and materials to be replaced.
- 22.4 If the City approves the Supplier's non-warranty diagnosis and repair cost estimate, the City shall issue a Purchase Order based upon the Supplier's non-warranty diagnosis labor rates and repair cost estimate.
- 22.5 Any change(s) by the Supplier to the Supplier's original repair cost estimate will require authorization by the City prior to proceeding with repair work.

**23. SERVICE CALLS**

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week.

**24. REPAIR ORDERS**

**24.1 Authorization of Work**

All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Contractor's risk and expense.

**24.2 Cost Estimates**

24.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

24.2.2 Estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

24.2.3 All estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Contractor will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.



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Procurement Services Division  
1st Floor, Room 102 W. City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64108-2793  
(816) 513-1161 FAX (816) 513-1158

**BID NO.: EV2128**

**BID ISSUED: 06-14-18**

**BID CLOSES: 06-02-19, at 10:00 A.M.**

24.2.4 Labor rates shall not exceed the rates in the contract.

**24.3 Stop Work Orders**

24.3.1 The City reserves the right to order, in writing, that all work cease on the work order.

24.3.2 The City will be obligated only for work performed up to the issuance of the stop work order.

**25. REPAIR ORDER PAYMENT**

25.1 A fully itemized work order will be submitted to the department at the time of delivery. It will contain detailed labor hours, price list of materials and parts used. Labor rates on each service will be separated and listed on the invoice.

25.2 Invoices submitted for payment will reference and have attached a copy of the work order.

25.3 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.

25.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

25.5 Invoices shall contain the following:

- Complete itemized detail of repairs
- Exact labor hours and hourly rate
- City license plate (or unit) number

**26. WARRANTY**

The Supplier shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the Supplier. For the City to be in compliance with state law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

**27. GUARANTEE**

All work performed will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.





**CITY OF KANSAS CITY, MISSOURI**

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(816) 513-1161 FAX (816) 513-1158

**BID NO.: EV2128**

**BID ISSUED: 05-14-15**

**BID CLOSES: 06-02-15, at 10:00 A.M.**

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**28. MATERIAL SPECIFICATIONS**

All material used will be new. No salvaged material is to be used for this Contract.

**29. SUBCONTRACTING**

This contract, or any portion thereof, shall not be subcontracted without the written consent of the User Department. Subcontracting shall under no circumstances relieve the Supplier of any liability or obligation under this contract, and all transactions must be through and Supplier. If subcontracting is contemplated from the outset of the contract, the name and qualifications of the subcontractor shall be provided as a part of the Bid.



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) 513-1168

BID NO.: EV2128

BID ISSUED: 06-14-16

BID CLOSES: 06-02-16, at 10:00 A.M.

PRICING

WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:

Table with 4 columns: NIGP ITEM NO., ITEM AND SPECIFICATION, UNIT PRICE, TOTAL. Contains handwritten entries for hourly rates in shop and field (regular and overtime) and a 10% discount.



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BID NO.: **EV2128**

BID ISSUED: **06-14-16**

BID CLOSES: **06-02-16, at 10:00 A.M.**

**SUPPLIER INFORMATION**

1. **OTHER ITEM DISCOUNTS**

Please state the City contract discount from the Manufacturer's Current Price List.

CASE, HYUNDAI, ATLAS COPCO,

Percentage Discount: 10% %

2. **HOURS OF OPERATION AND LOCATION**

Monday through Friday 7:00 a.m. to 5:30 p.m.

Holidays and Weekends on call a.m. to on call p.m.

Contact Name Bill Estabrook

Telephone Number 816-241-8290

Cell Phone Number 816-803-8351

Address of Service Location(s) 4100 Geyer Ave KC MO 64110

3. **DELIVERY SERVICES**

Indicate advance notice required prior to delivery: 2 Hours

State normal delivery schedule: 7:00 AM - 5:30 PM

State minimum order value to qualify for free delivery: \$ None

State cost of delivery if less than minimum order value: \$ None



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BID NO.: EV2128

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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: Bill Estark
Signature: [Handwritten Signature]
Title: VP Product Support
Company Name: The Victor L Phillips Company
Address: 4100 Gardner Ave
City, State, Zip: KC, MO 64120
Telephone Number: 816-241-9290
Fax Number: 816-241-1738
E-mail Address: besterk@vpc.com
E-mail Address for Purchase Orders: besterk@vpc.com
Date: 5/18/15