

INVITATION TO BID



CITY OF INDEPENDENCE, MISSOURI
PROCUREMENT DIVISION
111 E. MAPLE, PO BOX 1019
INDEPENDENCE, MO 64051-0519

Vehicles – All Electric & Hybrid Electric Sedans

Date: April 27, 2018

Bid Number: 125-18

Response Deadline: May 16, 2018, at 10:00 a.m., Local Time
Public Bid Opening at 10:00 a.m. in the Procurement Office
Independence City Hall, 111 E. Maple, Independence, MO

Please submit any questions regarding this Invitation to Bid electronically via www.publicpurchase.com

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com.

(ATTENTION BIDDER – COMPLETE AND RETURN WITH BID)

Bidder's Name: _____ Phone No.: _____
(Please print or type company name)

Email Address: _____ FAX No.: _____

Address _____ City _____ State _____ Zip _____

By: _____ Title: _____
(Name of Authorized Agent)

Signature: _____ Date: _____

☐

Bidder **makes firm offer** and is not revocable within ninety (90) days after response deadline.

☐

Bidder **does not make an offer** in response to this invitation. Why did you not bid? _____

NOTE: ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN

Invitation to Bid 125-18

Vehicles – All Electric & Hybrid Electric Sedans

1.0 INTENT

The intent of this Invitation to Bid (ITB) is to solicit bids from qualified vendors and award contracts for current model year hybrid electric sedans and all electric sedans. The online bid page provides each bidder with the opportunity to submit a bid on several different sedans in each of the two categories: all electric and hybrid electric. The online system allows bidders to add additional lines to bid as needed.

A contract will be awarded to all bidders who meet the minimum requirements of this ITB, on an as needed, if needed basis. There is no guarantee that the City will order vehicles from the awarded contract. If orders are placed, the order will be for the specific need of the vehicle and not necessarily the lowest priced vehicle.

2.0 MANUFACTURER'S STANDARD EQUIPMENT

The equipment bid on this request shall be the manufacturer's standard equipment with no alterations. The purchasing entities will not purchase altered equipment or custom designed equipment unless expressly provided for in this bid document.

3.0 CONTRACT PERIOD

If awards are made, the contract period will be for one year from date of award, with the possibility of two, one-year extensions. New pricing will be solicited from each awarded vendor approximately 90 days prior to renewal of the contract.

4.0 PRICING

- a. Prices quoted shall be guaranteed for the term of the contract.
- b. Prices quoted shall be submitted on a no trade-in basis for a standard base vehicle of each size.
- c. Prices shall include all service and warranty charges necessary for the delivery of a road-ready vehicle.
- d. Bids must be entered online at www.publicpurchase.com for the net cost for each item you are bidding. Net cost shall include all transportation charges, dealer prep charges, and inspection fees. Bidder shall include the year, make, and model of each vehicle you are bidding. Additional lines can be added in the online pricing page if additional vehicle types are available.
- f. OPTIONS PRICING shall not exceed Manufacturer Standard Retail Pricing, (MSRP). Documentation of MSRP options pricing must be included with bid submittal. Failure to include MSRP documentation may result in the rejection of your bid. Label the MSRP pricing to coincide with each bid item so we can find it.
- g. Include any discounts available for each vehicle type on the online bidding page and attach a description of the discounts.

5.0 SPECIFIC INSTRUCTIONS

- a. Responses must be legible or the bid may be rejected.
- b. Vehicles shall be the latest models in standard production, as ordinarily furnished to the general public, except as otherwise specified herein.
- c. All safety items and air pollution controls as required by Federal and State Statute and regulations shall be included on the vehicle when delivered. Options requested shall not be in conflict with or construed as modifying these statutes or regulations.
- d. All vehicles shall be corrosion protected, and a copy of the manufacturer's corrosion warranty and any applicable sticker shall be provided to the purchasing agency with delivery of vehicle.
- e. The price quoted by the bidder shall be a firm, fixed price for the entire contract period.
- f. All pricing must be entered for the initial contract year on www.publicpurchase.com. Paper, fax, email, CD, flash drive, or any other form shall not be accepted.

6.0 WARRANTY

Manufacturer's written statement of warranty or a copy thereof shall be submitted with the bid response. The Vendor shall warrant the vehicle and furnish equipment against part failure or malfunction due to design, construction or installation error, defective workmanship, and missing or incorrect parts for a minimum of twelve (12) months. However, if the Vendor receives from any supplier additional warranty on the whole or any components of the vehicle in the form of time or mileage, including any pro-rate arrangements, or the Vendor generally extends to their commercial customers a greater or extended coverage, the Vendor shall submit written document of such warranty benefits.

7.0 CONDITION OF DELIVERY

- a. Each vehicle shall be delivered completely serviced. The servicing program shall include not less than the following operation: lubrication; wheel alignment; front wheel balancing; wiring check; body conditioning; and all other inspection and tests normally performed on a new automobile. Bidders may be required to describe new car inspection and testing prior to delivery of a new vehicle.
- b. Parts of this servicing may be performed at the manufacturer's assembly plant if proper facilities are available there. However, final servicing check-up, including final body conditions, wheel alignment, wheel balancing, and cleanup must be made in the vendor's shop.
- c. If a vehicle is delivered with minor deviations or improper servicing, the vendor must arrange to have the necessary work done within 48 hours (exclusive of Saturday, Sunday, and holidays) after written notification from the purchasing agency at no additional cost to the ordering agency.
- d. All safety items and air pollution controls, as required by federal and state statutes and regulations, shall be included on the vehicle when delivered. Options requested shall not be in conflict or be construed as modifying the statutes or regulations.
- e. Each vehicle shall be protected with permanent-type antifreeze to not less than -30 degrees F. The cooling system should be tagged to indicate the make and type of antifreeze used and the degree of protection provided.

8.0 PAYMENT

Invoices shall be paid within the specified amount of time if the vehicle has met the specifications and conditions of the ITB and all manuals, drawings, schematics (as required), manufacturer's statement of origin, and any other paperwork required for licensing the vehicle have been received by the City's Fleet Manager.

9.0 INSPECTION

All vehicles delivered in the State of Missouri will have an inspection certificate and attached sticker indicating compliance with State of Missouri vehicle inspection requirements.

10.0 TAX INCENTIVES FOR GOVERNMENT FLEETS AND OTHER NON-PROFIT ENTITIES

Per IRS, to ensure that tax incentives provide some level of benefit to government and other nonprofit fleets, the law requires that in the case of sale, but not a lease, to a tax exempt agency, the vehicle seller is entitled to the tax credit, but only if the seller clearly discloses to the purchaser the amount of any credit allowable with respect to the vehicle. Bidders are required to disclose the amount of tax incentive for alternative fuel vehicles throughout the detailed bid specifications pages. This information comes from www.nafa.org.

City of Independence, MO

General Terms and Conditions

1. SCOPE

The general terms and conditions described herein apply to all transactions on material, equipment, or supplies. By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of the Contract. These terms and conditions shall prevail unless otherwise modified by the City within this bid document.

2. FIRM PRICES

The bidder warrants that prices quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order, contract or price contract.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the City that an order may be placed. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. SPECIFIC QUANTITIES

When quantities are specifically stated, acceptance will bind the City to order and pay for, at the contract prices; all such supplies or services delivered that meet the specifications and conditions of the contract.

5. DELIVERY

If applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid form.

6. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri).

7. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price unless stated otherwise in the bid document.

8. BRAND NAMES

Whenever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the bid document or upon request of the City. If samples should be requested, the City must receive such samples no later than the time specified in the formal, written request.

9. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

10. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised the vendor is required to provide new information relevant to the specific material.

11. GENERAL GUARANTY AND WARRANTY

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

12. PATENTS

The Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

13. INVOICES

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: Contract number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be emailed to Accounts Payable at accountspayable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

14. TERMS OF PAYMENT

The City's preferred method of payment is by City credit card, provided no fees are added for processing. If payment cannot be made via credit card, the City's payment terms are NET thirty (30) days from receipt of invoice.

15. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

16. EXPENSES

The City shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the Contractor or for the employees of the Contractor. The Contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this Contract. The Contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

Since the Contractor is not an employee of the City's business, the Contractor is not eligible for and shall not participate in any employer benefit of the City, including pension, health or other fringe benefits.

19. TERM OF CONTRACT

If applicable, the term of the contract shall be specified in the Invitation to Bid. Renewal options, if any, will also be specified in the Invitation to Bid.

20. RENEWAL OPTIONS

If specified in the original Invitation to Bid, the City may exercise its option to renew the Contract. The City will provide the Contractor with a written renewal notice sixty (60) days prior to the expiration date of the Contract period. Pricing shall be in accordance with the fees submitted on the original bid. All terms and conditions shall remain in effect during the subsequent renewal periods.

21. TERMINATION

City may terminate or suspend performance of this Contract or City's convenience upon written notice to Contractor. City shall pay Contractor for all the services performed till the date of the termination by the City or suspension expenses.

This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract. The nonperforming party shall have 10 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of the Contract.

22. NOTICES

Any notice given in connection with this Contract shall be given in writing and delivered either by hand to the duly authorized representative or by certified mail, return receipt requested, to the Contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be sent to the attention of the Procurement Manager, 111 E. Maple, PO Box 1019, Independence, MO 64051-0519.

23. ASSIGNMENT OF CONTRACT

Neither City nor Contractor shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract.

24. SUBCONTRACTS

The Contractor shall not execute an Contract with any subcontractor to perform any work without the written approval of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the Conditions shall create any contractual relationship between any subcontractor and the City.

25. CHANGES

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this Contract, City and Contractor will agree to an equitable adjustment of the Contract price, period of service, or both, and will reflect such adjustment in a change order or formal amendment which shall be in writing and signed by both parties.

26. GENERAL INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this Contract and the Contractor's fee, and in consideration of the mutual covenants contained in the Contract, City and Contractor agree to allocate and limit such liabilities in accordance with this Article.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors, or omissions. In the event such

claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees.

27. WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the Contractor or the employees of the Contractor. The Contractor shall comply with the worker's compensation law concerning its business and its employees.

28. INSURANCE

Unless otherwise stated in the specifications, the Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Informal Purchases (less than \$25,000)

- (1) General Liability Insurance, with a \$500,000 combined single limit.

Formal Purchases (\$25,000 and over)

- (1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 Combined Single Limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The Supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Supplier.

29. AVAILABILITY OF FUNDING

Any resulting Contract, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The City may cancel any Contract, Contract, or Purchase Order immediately, by giving written notice to the Contractor, in the case of a reduction or elimination of funds or funding for any project, commodity or service.

30. NO AUTHORITY TO BIND CITY

The Contractor has no authority to enter into contracts on behalf of the City. This Contract does not create a partnership between the parties.

31. NON-WAIVER

The failure of either party to this Contract to exercise any of its rights under this Contract at any time does not constitute a breach of this Contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

32. COMPLIANCE WITH LAWS

The Contractor represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

33. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

34. AUDIT

The City shall have the right to audit this Contract and all books, documents and records relating thereto. Contractor shall maintain all its books, documents and records relating to this Contract during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to the City within ten (10) days of receipt of the written request.

35. CHOICE OF LAW

This Contract shall be governed by the laws of the State of Missouri. The City and the Contractor agree that the performance of this Contract will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

36. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

37. ENTIRE CONTRACT

The bid document, including these Terms and Conditions, Contractor's response and purchase order shall constitute the entire Contract. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the Contractor's response. This Contract may be supplemented, amended or revised only by a written modification that is signed by each party.

Instructions to Bidders

The instructions described herein shall apply to all purchases of materials, equipment and supplies. These instructions shall prevail unless otherwise modified by the City within the bid document.

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at <http://www.ci.independence.mo.us/>. Bidders using a bid form not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating their bids from consideration.

Questions regarding the bid process should be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders.

1. DEFINITIONS

- A. The term "City" means the City of Independence, MO.
- B. The term "Contractor" means the person or organization that receives the award in the bid process.
- C. The term "Invitation to Bid" means a solicitation of sealed bids. The acronym "ITB" means Invitation to Bid. The terms and conditions of the ITB are not negotiable.
- D. The term "bid document" means the ITB.
- E. The term "bidder" or "offeror" means the person or organization responding to an ITB with a sealed bid.
- F. The term "bid" means the price submitted by the bidder in response to an ITB.

2. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the bid document. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required by the bid document. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document.
- C. Unit price for each unit bid shall be shown and such price shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Bidders are to prepare their bids for City projects without including sales tax.
- E. Alternate bids for supplies or services other than those specified will not be considered, unless authorized by the invitation.
- F. Bidder must state a definite time for delivery of supplies or services, unless otherwise specified in the invitation.
- G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- H. If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- I. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- J. Prices quoted are to be firm and final.
- K. In submitting bids, Bidder agrees that the City shall have ninety (90) days in which to accept or reject any of the bids submitted, unless otherwise specified on the bid page.
- L. Bidders shall submit one (1) electronic copy of the bid, via www.publicpurchase.com.
- M. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

3. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is also the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.
- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than ten percent (10 percent).
- E. In order to qualify for the preference, it must be clearly stated on the pricing sheet whether the materials quoted were manufactured, assembled or produced in the United States of America. If multiple items are listed in the bid request, it must be clearly stated on the pricing sheet which items were manufactured, assembled or produced in the United States of America.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement/contract or purchase order, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted agreements/contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the

Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

5. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the Contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the Bidder is offering to sell to the City pursuant to this invitation, nor is the Bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder;
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
- C. The authorized signer of the bid document certifies that the Contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

6. SUBMISSION OF BIDS

- A. Bids and any modification thereof (addendum) shall be submitted electronically, via www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized by the invitation.
- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
- D. Bids will be opened electronically at the date and time indicated on the Cover Page. After opening, no pricing information will be provided until, in the case of an informal bid (up to \$50,000), the five-day protest period has passed, or, in the case of a formal bid (over \$50,000), a Notice of Intent to Award has been posted on the City's website/www.publicpurchase.com. Following either of the above scenarios, the bid tabulation will be posted at www.publicpurchase.com.

7. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response.

The City reserves the right to officially modify or cancel a bid after issuance. Such modifications will be made only by written addendum. Bidders must sign the addendum and submit the document as part of the bid via www.publicpurchase.com, as required in the addendum. This must be completed prior to the stated time of the bid opening.

8. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

9. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the bid document.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment or supplies promptly or within the time specified, without delay or interference;

- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities; and
- F. The ability of the bidder to provide future maintenance and service.

10. AWARD

Award will be made to the lowest most responsive and responsible bidder who submits the bid most advantageous to the City. The City reserves the right to accept or reject any or all bids or part of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City also reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in which exception has been taken to the City's General Terms and Conditions or Instructions to Bidders, are subject to rejection in whole or in part at the sole discretion of the City.

11. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$50,000 or less within five (5) business days of a bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City, nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.