



**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.: EV2114**

**BID ISSUED: 03-31-15**

**BID CLOSES: 04-14-15, at 1:00 P.M.**

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# **CITY OF KANSAS CITY MISSOURI**

## **EV2114**

### **INVITATION FOR BID**

#### **DEICING ROCK SALT**

**BID DUE: 04/14/2015, 1:00 P.M. (CT)**

**Ronnell Simpson, Senior Buyer  
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 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**

**DEICING ROCK SALT**

**1. INTENT**

The intent and purpose of the City of Kansas City, Missouri, is to solicit competitive bids for Deicing salt. 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. (Multiple contracts may be awarded, if it is determined to be in the best interest of the City.

**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.)**

**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.



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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**

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) 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>

**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)

**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.



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**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

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.

**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.



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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.

**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.

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.



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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.
- (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).



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**17. BID INFORMATION**

The public bid opening will be held on **April 14, 2015 at 1 p.m.**, at the address listed below. Bids are mailed to the following address:

Ronnell Simpson, Senior Buyer  
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 thirty (30) 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 Buyer

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 **April 3, 2015.**



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**19. PRICING AND PAYMENT**

- 19.1 Prices are to be firm and fixed for the period of the contract.
- 19.2 Prices will be as quoted on items listed on the **Pricing** page(s).
- 19.3 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.
- 19.4 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.

**20. SERVICE CALLS**

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

**21. 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.





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**SPECIFICATIONS**

**SODIUM CHLORIDE FOR SNOW AND ICE  
REMOVAL**

**1. DEICING ROCK SALT (95%) SODIUM CHLORIDE WITH ADDITIVES**

This specification covers sodium chloride (rock salt) intended for use as a de-icer. The sodium chloride shall conform to ASTM Standard D632-84. Chemical composition shall be ninety-five percent (95%) sodium chloride with additives to prevent caking. (200-PPM YPS)

Sieve Size and Weight

_____	
%inch	
(19.0mm)	
_____	
Inch ( 12.5 mm)	
100	
3/8 inch (9.5 mm)	95-
100	
No.4 (4.75 mm)	
20-90	
No.8 (2.36 mm)	
10-60	
No. 30 (.060 mm)	
00-5	

**2. CHEMICAL ANALYSIS**

<u>Chemical</u>	Max%	<u>Min%</u>	Avg%
NaCl	97.00	95.00	96.00
CaSo4	3.50	1.00	2.40
MgCl	.15	.05	.10
H2O Inso1	2.00	.50	.80
Moisture	.50	.10	.30

Dry Density + 75# per cubic feet



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**3. DELIVERY AND LOCATIONS**

Deicing Rock Salt shall be delivered at no charge to any area of Jackson County, Missouri; Platte County, Missouri; and Clay County, Missouri, as stated on the purchase order.

Public Works Department

1. 2400 NE Russell Road, Street and Traffic, District 1 -Dome
2. 5300 Municipal Avenue, Street and Traffic, District 2 – Dome
3. 4725 Coalmine Road, Street and Traffic, District 3
4. 711 Mexico Avenue, at KCI Airport
5. North Main at NE Cookingham Road
6. KCATA, - at 18TH & Forest
7. 81<sup>51</sup> & Indiana

**4. PRICING MUST INCLUDE ALL TRANSPORTATION.**

**5. Delivery Specifications**

1. Delivery trucks are to be end dump only. (No grain trucks or Belly dump trucks will be accepted.)
2. Supplier must make provisions for delivery if rain occurs. We will not accept salt that is wet or dump onto ground that is wet. Supplier must hold salt until ground is dry.
3. Trucks must be clean & free from all foreign material.



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**PRICING**

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

NIGP ITEM NO.	ITEM AND SPECIFICATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	<p><u>DEICING ROCK SALT {95},</u> <u>SODIUM CHLORIDE ADDITIVES</u></p> <p><u>*DELIVERY AMOUNT TO PUBLIC</u> <u>WORKS LOCATIONS &amp; KCI Airport</u> <u>and KCATA Twenty-five thousand and</u> <u>Five hundred tons – 27,250</u> Airport will take 500 tons by November <u>TO BE DELIVERED BY</u> NOVEMBER 1, 2015</p> <p><u>TEN THOUSAND {10,000} TONS TO</u> <u>BE DELIVERED TO DISTRICT 1,2,3,</u> <u>81<sup>st</sup> STREET &amp; NORTH MAIN</u> AFTER JANUARY 1, 2015. ONLY IF NECESSARY, Airport will take 500 tons after January 1, 2016</p>	27,250	TONS	\$_____	\$-----



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<b>2.     <u>ANTICIPATED USAGE FOR CITY LOCATIONS</u></b>	<b><u>TONS</u></b>
2.1     2400 NE RUSSELL ROAD	3300
2.2     5300 MUNICIPAL AVENUE	5500
2.3     4752 COALMINE ROAD	3200
2.4     81 <sup>ST</sup> & INDIANA	1500
2.5     711 MEXICO AVENUE-AIRPORT LOCATION	1000
2.6     NORTH MAIN AT NE COOKINGHAM ROAD	2000
2.7     KCATA – 18 <sup>TH</sup> FOREST	750
2.8     ADDITIONAL SALT, AFTER JANUARY 1, 2016	10,000.
TOTAL =	27,250 TONS



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**SUPPLIER INFORMATION**

**1. OTHER ITEM DISCOUNTS**

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

\_\_\_\_\_

Percentage Discount: \_\_\_\_\_%

**2. HOURS OF OPERATION AND LOCATION**

Monday through Friday \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Holidays and Weekends \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Address of Service Location(s) \_\_\_\_\_

\_\_\_\_\_

**3. DELIVERY SERVICES**

Indicate advance notice required prior to delivery: \_\_\_\_\_ Hours

State normal delivery schedule: \_\_\_\_\_

State minimum order value to qualify for free delivery: \$ \_\_\_\_\_

State cost of delivery if less than minimum order value: \$ \_\_\_\_\_



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**ADDITIONAL INFORMATION**

**1. CONTRACT PERIOD**

The contract period shall be from May 1, 2015 through April 30, 2016.

**2. RENEWAL OPTIONS**

	OPTION YEAR	DATE RANGE OF RENEWALS	PRICES BID TO REMAIN FIRM & FIXED PRICING?	
			YES	NO
2.1	One	May 1, 2016 through April 30, 2017	_____	_____
2.2	Two	May 1, 2017 through April 30, 2018	_____	_____
2.3	Three	May 1, 2018 through April 30, 2019	_____	_____
2.4	Four	May 1, 2019 through April 30, 2020	_____	_____

**3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES \_\_\_\_\_ NO \_\_\_\_\_



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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: \_\_\_\_\_

E-mail Address for Purchase Orders: \_\_\_\_\_

Date: \_\_\_\_\_







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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.

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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:



**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.:** EV2114

**BID ISSUED:** 03-31-15

**BID CLOSES:** 04-14-15, at 1:00 P.M.

**6. 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.

**Buyer: Ronnell Simpson**

**Telephone: (816) 513-0805**

**Return by Fax: (816) 513-1156**

**Due Date:** 04-14-2015

**Number:** EV2114

**Description:** Deicing Salt

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(s).
- 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.: \_\_\_\_\_