BOARD OF POLICE COMMISSIONERS
1125 LOCUST STREET
KANSAS CITY, MISSOURI 64106

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WWW.KCPD.ORG

DAVID V. KENNER
SECRETARY-ATTORNEY

August 10, 2022

Bid No. 2023-14

NEW 2023 MODEL YEAR FORD POLICE PURSUIT VEHICLES

The Board of Police Commissioners (BOPC), Kansas City, Missouri Police Department, extends an invitation to bid on approximately forty (40) new 2023 model year Ford Police Pursuit vehicles, to be purchased through the duration of the production model year, subject to the conditions and specifications set forth. Initial order may increase or decrease contingent upon availability of funding.

TERMS AND CONDITIONS

1. Only bids received prior to the specified opening time and contained in a sealed envelope marked with the bid number will be considered.

   OPENING: 2:00 p.m., Wednesday, August 31, 2022
   POLICE HEADQUARTERS BUILDING
   1125 LOCUST
   KANSAS CITY, MISSOURI 64106

2. **Bids delivered by courier will be accepted by the Purchasing Section, located on the second floor of Police Headquarters. Couriers will be required to sign-in at the first floor guard station. Couriers will be required to show a picture identification card.**

3. **Bids will be received Monday through Friday, 8:00 a.m. to 3:00 p.m. The Kansas City, Missouri Police Department will not be accessible on holidays.** The BOPC will NOT guarantee receipt of bids delivered to Police Department elements other than the Purchasing Section.

4. It is the responsibility of the bidder to deliver the bid modifications on or before the date and time of the bid receipt deadline. Bids will **NOT** be accepted after the date and time of closing except for extenuating circumstances as approved by the Financial Services Unit Commander.

5. The BOPC strives to notify all prospective bidders of any issued addenda. **It is important to note, however, that it remains the responsibility of the bidder to determine if any addenda have been issued and to obtain those addenda prior to submitting their proposal.**

6. **THE BOPC WILL NOT ACCEPT ELECTRONICALLY TRANSMITTED BIDS.**

7. Any questions regarding the information outlined in this bid must be submitted in writing or email to be received no later than **3:00 p.m., Wednesday, August 24, 2022.**

Email: Trina.Canady@kcpd.org
Fax: 816-234-5307

8. The BOPC encourages and recommends that bidders comply with the Affirmative Action Program as administered by the Director of Human Relations, City of Kansas City, Missouri.

9. The successful vendor must comply with all State of Missouri laws that are applicable in this area.

10. The BOPC encourages and recommends that bidders comply with the "Missouri Domestic Products Procurement Act", 34.350-34.359 RSMo.

11. Exceptions to bid clauses must be clearly noted on the specification sheets. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

12. The BOPC reserves the right to reject any and all bids as well as determine the lowest and best bid.

13. Prices quoted shall exclude all federal and state excise tax and be F.O.B. our Department.

14. State whether your quotation is net or subject to a cash discount for prompt payment (i.e. two percent (2% 10/30).

15. Unless you state to the contrary, it shall be understood that bidders will accept an order for all or any part of this bid.

16. Bidders shall state the delivery date.

17. The unit price for each unit bid shall be shown and a total shall be entered in the column for each item bid. In case of discrepancy between the unit price and extended price, the unit price will be presumed to be correct.

18. The BOPC requires that all items ordered will be delivered when specified. If deliveries are not made at the time agreed upon, the BOPC reserves the right to cancel or purchase elsewhere and hold the seller accountable for any damages sustained as a result thereof.

19. Bid prices shall be for NEW 2023 model year Ford Police Pursuit vehicles to be delivered 120 days ARO.

20. All bids in their entirety and resulting records shall become the property of the BOPC. The bidders may not use this information for any reason without the expressed written consent of the BOPC.

21. Continuance of any Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds.

22. Bidders who require a contract after award of the bid should submit a sample contract with their bid(s).

23. The final award of the bid will be determined through evaluation of the material quality, delivery schedule, and price.

24. By submitting a response to this bid, the vendor certifies that neither it nor its principals are suspended or debarred from contracting for goods or services that are to be purchased from federal awards.

25. Bidders shall complete the cooperative procurement agreement, reference information sheet and the vendor information sheet included in this bid and return with vendor's submittal.

26. In order to compare bids, bidders will submit their bids following the format listed below:

Table of Contents

I. Bid Specification Sheet
II. Certificate of Compliance
III. Cooperative Procurement With Other Jurisdictions
IV. Federal Award Verification Form
V. Reference Information Sheet
VI. Vendor Application/Information Update Form
VII. W-9 Request for Taxpayer Identification Number and Certification

27. Pricing must include ALL costs associated with the delivery of the goods or services. The proposal must be F.O.B., Kansas City, Missouri Police Department, Fleet Operations Unit, 5215 E. 27th Street, Kansas City, Missouri, 64127.

28. It is mutually agreed and understood that, without exception, the bid prices shall include all royalties, licensing fees or costs arising from the use of such design, device, or materials in any way involved in the work. The contractor and or his sureties shall indemnify and save harmless the BOPC and/or its agent from any claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the BOPC and/or its agents for any cost, expense, or damage which it may be obligated to pay by reason of such completion of the work.

29. Any bidders wishing to dispute the awarding may notify the Financial Services Commander in writing stating the material facts for the dispute within ten (10) calendar days of the award date.

30. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or status as a protected veteran.

INVOICING

31. The supplier will invoice the BOPC for articles ordered via purchase orders. Partial payments on incomplete invoices will not be made. Invoices must not be included with the delivery of products.

32. Invoices shall be forwarded to:

Board of Police Commissioners
Accounting Section
1125 Locust
Kansas City, Missouri 64106

33. All packing lists and invoices must reference the item description, quantity, stock number, contract unit price, extended price, the total amount due and purchase order number.

34. Pricing on the invoice must match bid pricing.

35. Invoices shall be received no later than 10 – 15 days following receipt of goods.

36. Credit memos are required for correction of billing errors, the return of goods, etc. and should be submitted in the same manner described herein for an invoice.

CONTRACTOR SERVICE

37. The successful vendor must function as the single point of responsibility for the BOPC regardless of any sub-contract arrangements for all products and services provided.

38. The bidder selected must agree to indemnify and hold the BOPC harmless from and against all liability, losses, damages, costs, expenses (including attorney fees), interest, and penalties arising out of or resulting from the negligence or willful act or omissions of the vendor's employees, agents, servants or contractors engaged in service related to this project. The only exception to this is to the extent such acts or omissions are based on and caused by reliance on any written information supplied by the BOPC.

TERMINATION OF CONTRACT

39. The successful vendor will permit cancellation by the BOPC for good cause upon thirty (30) days written notice. Such cancellation shall require approval by the BOPC. The Financial Services Unit Commander may suspend this contract pending subsequent approval of cancellation by the BOPC. Examples of good cause are:

    A. Major changes in user requirements.

    B. Repeated unsatisfactory service performed by the successful Vendor, which is not rectified within a reasonable period of time.

    C. Unforeseen cancellation of a program.

FAILURE TO PERFORM

40. **In the event the successful vendor fails to perform in accordance with the terms and conditions of this bid, or if applicable, in the event the relationship between the bidder and the manufacturer is terminated and the bidder is unable to perform in accordance with the terms and conditions of this bid, the bidder shall be responsible for any and all additional re-procurement costs to the BOPC.**

LIQUIDATION OF DAMAGES

41. If the successful bidder fails to deliver the equipment or perform the services within the time specified in this contract, or any extension thereof, the actual damage to the BOPC for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful bidder shall pay to the BOPC as fixed, agreed and liquidated damages for each calendar day of delay, the amount set forth below. In the event, the successful bidder shall be liable, in addition to the excess costs, for such liquidated damages accruing until such time as the BOPC may reasonably obtain delivery or performance of similar equipment or services. The successful bidder shall not be charged liquidated damages when the delay arises out of causes beyond the reasonable control and without the faults of the negligence of the successful bidder. The BOPC shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in their judgment the findings of fact justify an extension.

A. The liquidation damages are fixed and agreed to in the amount of Five Hundred Dollars ($500.00) per calendar day of default. The total liability of liquidated damages shall not exceed five percent (5%) of the total contract price.

B. The BOPC shall have the right to deduct the liquidated damages from any money due or become due, to the successful bidder, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated.

BOND REQUIREMENTS

42. A **Performance and Payment Bond** in an amount equal to 100 percent (100%) of the contract price may be required to be furnished to the BOPC by the successful bidder within seven (7) days after acceptance of the proposal. The bidders shall not include the cost of this bond in their proposal, but shall note in their bid proposal that they are bondable for this service and state the additional sum, if any, that will be required should the BOPC elect to request that bonds be obtained.

SPECIFICATIONS

Please complete the Bid Specification Sheet and return with your bid.

BOARD OF POLICE COMMISSIONERS

08/12/22

Captain Joshua Heinen
Commander
Financial Services Unit

NEW 2023 MODEL YEAR FORD POLICE PURSUIT VEHICLES

BID NO. 2023-14

Description

It is the purpose of these specifications to describe NEW 2023 model year Ford Police Pursuit vehicles, designed, engineered and manufactured specifically for police patrol vehicles/law enforcement work.

Technical Information Publications

Bidder shall submit with their bid, illustrative product brochures, and technical data on vehicles and equipment to be furnished.

Publications

Dealer and/or manufacturer will ensure delivery of one (1) each:

1. Service Manual
2. Parts Manual

If bidder intends to charge an additional fee for the above publications, this fee must be shown separately on the quotation sheet provided.

Service & Delivery

Dealer preparation, conditioning, and full service required prior to delivery.

All units purchased by the BOPC must be delivered FOB to Fleet Operations Unit, 5215 E. 27th Street, Kansas City, MO, 64127, unless otherwise indicated on the purchase order.

Bidders will indicate approximate delivery time on the specification sheet.

Bidders will state if there are additional delivery charges:

a. Cost per mile, the vehicles driven to destination.
b. Cost per mile, vehicles transported to the destination

Warranty

Manufacturer's standard warranty will apply.

Payment

Full payment will be made within thirty (30) working days after receipt of all vehicles included in each purchase order and after each vehicle has been inspected and found to comply with the specifications, free of damage or defect and properly invoiced. All invoices will bear the purchase order number.

SPECIFICATIONS

NEW 2023 MODEL YEAR FORD POLICE SUV's

The specifications listed below describe a new 2023 model year Ford Police Pursuit Vehicles. Bidders must include a detailed list of options available for each vehicle bid. Vehicles will be ordered with clear coat paint. Vehicles will be equipped with all standard features incorporated in the Police Package Group (air conditioning, power steering, etc.).

Description (2023 Ford Interceptor SUV)	**Option Code – Ford**
1. SUV Body Style/AWD	K8A
2. Equip Group	500A
3. Engine, 3.3L V-6	99B/44U
4. Seats, Front Cloth/Rear Vinyl	96
5. Dark Car Feature	43D
6. Noise Sup Bonds	60R
7. Spotlight, Dual	51S
8. Grill Lamp, Siren and Speaker Wire	60A
9. Dome Light, Cargo Red and White.	17T
10. Mirrors, Heated	549
11. Front License Bracket	153
12. Ext. Color, Dark Blue	LK
13. Rear Camera Displayed in Mirror	87R
14. Global Lock	18D
15. Reverse Sensing System	76R
16. Rear Camera on Demand	19V
17. Underbody Deflector Plate	76D

Specification Sheet – Ford SUV's

Bid #2023-14

Opening Date: 2:00 p.m., Wednesday, August 31, 2022 i

Item #	Quantity	Description	*Brand & Product Number	Unit Price	Total
1a	40	Approximately, new 2023 Model Ford Pursuit Police Vehicles (Per the listed specifications).			
1b	1 Set	Any additional cost for manuals/other data requested in the "Publications" portion of this bid.			
		Vehicles for purchase through the duration of the 2023 production model year.			
		State approximate delivery schedule (days ARO).			
		State cost per mile destination charges if any (driven or transported).			
		Direct all inquiries to Trina Canady, 816-234-5377.			

*Specify brand and product number

Total Page 1 $_____

Bid Submitted By:

Name of Company _____

Address _____

City/State/Zip _____

Phone Number _____

Signature _____

Bid No. 2023-14
New 2023 Model Year Ford Police Pursuit Vehicles

Certification of Compliance with RSMo. 34.600

The undersigned authorized representative of, _____, (hereinafter "Company") hereby certifies that Company, including any parent entities or subsidiaries, is in compliance with the terms of RSMo. 34.600, and specifically represents that Company is not currently engaged in and shall not, for the duration of the contract between Company and the Kansas City, Missouri Police Department, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

_____
Authorized Representative of Company

_____
Title of Representative

_____
Address

_____
City, State, Zip Code

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

1. This section is optional, it will not affect the bid award. If the Board of Police Commissioners awarded you the proposed contract, would you sell the exact items as specified in this proposal, under the prices and terms of this contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

   YES___NO___

   INITIALS: ____

2. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Proposal and any subsequent term contract.

3. There shall, however, be no obligation under the cooperative procurement agreement for any organization by MACPP to utilize the proposal or contract unless they are specifically named in the Invitation for Proposal as a joint respondent.

4. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

5. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The Board of Police Commissioners has sole authority to modify the contract and the PCO to handle disputes regarding the substance of the contract. The PCO is Trina Canady, Kansas City, Missouri Police Department.

6. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with the responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

Federal Award Verification Form

Name of Company

_____

Street
Address:_____

City, State, Zip Code:_____

Phone Number:__(_____)_____

We here by certify:

Vendor certifies that neither it nor its principals are suspended or debarred from contracting for goods or services that are purchased
from federal awards.

_____

Signature of Authorized Person Certifying Date

_____

Print Name and Title

REFERENCE INFORMATION SHEET

List current customer references that acquired services and products from your company.

1. Company Name: _____

   Address: _____

   _____

Contact Person: _____

Phone Number: _____

Description of services and or products purchased through your company:

_____

_____

_____

2. Company Name: _____

   Address: _____

   _____

Contact Person: _____

Phone Number: _____

Description of services and or products purchased through your company:

_____

_____

_____

REFERENCE INFORMATION SHEET

List current customer references that acquired services and products from your company.

3. Company Name: _____

Address: _____

_____

Contact Person: _____

Phone Number: _____

Description of services and or products purchased through your company:

_____

_____

_____

4. Company Name: _____

Address: _____

_____

Contact Person: _____

Phone Number: _____

Description of services and or products purchased through your company:

_____

_____

_____

VENDOR APPLICATION / INFORMATION UPDATE FORM
KANSAS CITY, MISSOURI POLICE DEPARTMENT

Name of Organization (as registered with IRS):

Registered Name: _____

Address:_____Phone_(_____)_____

City, State & Zip:_____Fax:_(_____)_____

Web Site: _____Email:_____

List Any applicable "Doing Business As" ("DBA") Names:

_____

_____

_____

Vendor Category:

___Manufacturer ___Wholesaler ___Retailer ___Distributor ___Service

Vendor Type:

___Individual ___Partnership ___Corporation

Minority Business: ___ Yes ___ No

Type: ___ African American ___ Asian ___ American Indian ___ Hispanic

___ Other (Specify:_____)

Woman Owned Business: ___ Yes ___ No

If you answered yes to either of the above questions, You **MUST** indicate below, the primary agency with which your special status is registered.

Payment Terms:

Old Addresses: If this is an update request, there may be an attached list of all addresses currently on file for your company. If so, please make any corrections or deletions directly on the sheet and return it with this form.

New Addresses: Please list **ALL** addresses, not on the above-mentioned attachment, for your company on a separate sheet. You must clearly indicate to which address orders and bids should be sent and to which addresses payments should be sent. If any part of your "DBA" names has addresses associated with them, please indicate. Each address **MUST** have an accompanying phone number (including FAX number if applicable)

Date You Signed This Form:_____

Name, Title and Phone Number of Person Completing This Form:

_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*