



June 15, 2022

Ronnell E. Simpson, Sr.
Senior Procurement Officer
City of Kansas City, Missouri
6300 East 63rd St.
Kansas City, MO 64130

Re: Bid No. EV2959 Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

Mr. Simpson,

Thank you for the opportunity to provide a bid on IFB No. EV2959. Please see the following responses to each item of the bid:

Item #1 – New Work, Fabrication and Upfit Labor/Shop

Our current labor rate is \$155.00 per hour.

Item #2 – Existing Equipment Repair and Modification Labor/Shop

Our current labor rate is \$155.00 per hour.

Item #3 – Existing Equipment Repair/Field Rate

Our current road service labor rate is \$165.00 per hour.

Item #4 – Service Call Charge, If Applicable, Field

We do not have a service call charge.

Item #5 – Mileage Charge for Service Calls

We do not have a mileage charge.

Item #6 – Shop Charge Pricing Structure

We charge a fee of 10% of the total labor charge.

Item #7 – Freight In

Freight charges are at cost only.

Item #8 – Repair Parts Pricing Discount

We do not offer a discount on parts. Parts will be charged at manufacturer's published retail pricing.

Item #9 – New Work Parts Pricing

Parts will be charged at manufacturer's published retail pricing.

We look forward to doing business with the City of Kansas City, Missouri. If you have any questions, please do not hesitate to contact me at 314-298-8330, ext. 1114.

Thank you,

Donnie O'Dell

Donnie O'Dell
Director of Service



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

INVITATION FOR BID

Bid No.: EV2959

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

BID DUE: 07/12/2022* AT 10:00 AM CDT

Ronnell E. Simpson, Sr
Senior Procurement Officer
City of Kansas City, Missouri
6300 East 63th Street
Kansas City, MO 64130
Telephone Number: (816) 513-0805
E-mail: ronnell.simpson@kcmo.org

READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS ON PAGES A-1 TO A-7.

- Bids are subject to all conditions listed on this form and any attachments.
- Bids 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.



STANDARD INSTRUCTIONS AND CONDITIONS

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

1. INTENT

It is the intent of the City to solicit competitive bids for Fabrication, Installation and Repair of New and Existing Truck Mounted Equipment and Accessories for the City of Kansas City, Missouri.

The list of equipment types the City may request purchase quotation of include, but are not limited to: dump-beds, utility beds, line bodies, flatbed bodies, plows, spreaders, cranes, lighting accessories and van interiors in various configurations and sizes. The vendor must be willing and able to service any equipment it provides on an original purchase agreement.

Additionally, the vendor may be asked to work on truck mounted equipment including but not limited to cranes, bucket or man lifts, hot box bodies and equipment, road-patchers, truck-mounted camera equipment & lighting, paint strippers, cement mixer bodies, trash-packer bodies, lift gates, utility bodies, and assorted cranes and sewer cleaners. The City will recognize each Supplier's product-line capabilities and limitations.

The list of manufacturers for this equipment may include, but are not to be limited to: Warren, Heil, Leach, Wildcat, Hercules, Vactor, Altec, Duralift, Aquatech, McNeilus, Tesco, Lemco, Vac/All, Vac/Con, Seca 800HPRTV (Camera equip.) Camel Jet, Prentice, Elgin, Henderson, Henke, Boss, Component Technology, Vanir, Hippo Multipower and Force America.

Each response to this bid shall include the Supplier's current product lines, and the supplier shall notify the City Fleet Services Division as any products are brought on or eliminated.

Services to be provided (examples):

- 1.1 Installation of new bodies and truck operated components
- 1.2 Transfer and rebuilding of truck bodies and specialty equipment
- 1.3 Repair and service on upfit hydraulic and electric truck systems
- 1.4 Fabrication or repair of aftermarket body components.
- 1.5 Various repair welding and fabrication of truck upfit components.
- 1.6 Painting or repainting of aftermarket truck bodies.
- 1.7 All other general service to truck mounted equipment and components

2. AWARD

Award will be made in the best interest of the City of Kansas City, Missouri 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).



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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 an official City of Kansas City, Missouri identity card, and provide the purchase order number to the Supplier at the time of pick up.
- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date may 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



7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

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

8. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the City and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

10. SUPPLIER PRICING GUARANTEE

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



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

(a) **Buy American Preference**

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.

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



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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 an alternate non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;

Name the City of Kansas City, Missouri as an additional insured; and

Provide cancellation notification to the City thirty (30) days before cancellation.

Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.

Any reference absent of obligation for failure to notify certificate holder must be deleted.

- 14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

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

16. EMERGENCIES

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.



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- (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).

17. BID INFORMATION

The public bid opening will be held on 07/11/2022 at 10:00 PM (CDT) at the address listed below. Bids are mailed to the following address:

Ronnell E. Simpson, Sr.
Senior Procurement Officer
Procurement Services Division
City of Kansas City, Missouri
6300 E. 63rd Street
Kansas City, MO 64130

The bid results will be available thirty (30) days after the bid opening. Please contact Senior Procurement Officer at ronnell.simpson@kcmo.org

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 E. Simpson, Sr
Senior Procurement Officer

FAX: (816) 513-1156
E-mail: ronnell.simpson*@kcmo.org



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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 **June 06*, 2022 at 10:00 a.m.**



SPECIAL INSTRUCTIONS AND CONDITIONS

1. PRICING AND PAYMENT

- 1.1 Pricing structure is to be firm and fixed for the period of the contract.
- 1.2 Prices for goods and services will submitted be as per items listed in PAGE 13.
- 1.3 Price quotations for parts and quoted components shall be submitted at a "cost +" percentage. The invoiced pricing of these goods shall be supportable at any time via submission of your equipment provider's invoicing, and must be relinquished upon request.
- 1.4 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.

2. MATERIAL SPECIFICATIONS

All material used will be new. **No** salvaged material is to be used for this Contract except as specified or pre-approved by an authorized City of Kansas City, MO. Fleet Services representative



SPECIFICATIONS

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

1. SERVICE CALLS

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week. If the supplier should have the inability to perform during certain times, those exceptions must be clearly defined and submitted prior to contract acceptance

2. REPAIR ORDERS

2.1 Authorization of Work

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

2.2 Repair Cost Estimates

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

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

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

2.2.4 Labor hour costs will be at the rate shown in this contract or lower

2.2.5 Formal cost estimating will be waived for emergency road services. The Supplier shall work the emergency call per the attached pricing schedule. It is expected that the Supplier shall contact the responsible City supervisor with a courtesy/informal synopsis of damages and verbal estimated costing prior to commencing repairs. The City shall use emergency services only as necessary to make the affected equipment transportable, to facilitate permanent repairs in a shop setting.



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2.2.6 Any submitted invoicing related to repair of existing equipment must reference the City's job-assigned OWA (Outside Work Authorization) number.

2.3 New equipment orders

2.3.1 New equipment builds shall be awarded taking into account product line, lead time, past Supplier performance and quote pricing. It will be the sole discretion of the of the City's Fleet Services Division to determine which Supplier best serves the particular need the equipment will fill.

2.3.2 The City shall provide the Supplier with anticipated unit quantity at the time of quote request to facilitate volume pricing quotations.

2.3.3 Equipment quotes submitted to the City in response to these requests shall be firm and fixed per this contract, and shall reference this contract.

2.3.4 Parts and components used in the upfit shall be priced on a "cost +" percentage as disclosed on the following schedule.

2.3.5 Upfit labor shall be priced as disclosed on the following schedule.

2.3.6 Submitted quotes will include component and labor pricing disclosure. Ad Valorem charges (nuts, bolts, wire, assembly lube, spray-paint, misc. wiring, & other small parts), shall be disclosed as a **SHOP CHARGE** line item on the quote

2.4 Stop Work Orders

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

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

3. REPAIR ORDER/INVOICE PAYMENT

3.1 A fully itemized work order and/or delivery receipt will be submitted to the department at the time delivery. It will contain detailed labor hours, (per repair line) price list of parts used, repair comments and other costs.

3.2 The vendor shall submit a courtesy invoice for all warrantable and 3rd party payable invoices. The invoice will clearly state \$0.00 balance and define the scope of work and repair performed so that we may track the repair.

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



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3.3 Invoices submitted for payment will reference and have attached a copy of the work order or purchase order, as applicable.

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

4. **WARRANTY**

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

5. **GUARANTEE**

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



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CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	
		<u>PRICING</u>	
		WE HAVE READ THE INSTRUCTIONS & CONDITIONS, AND PROPOSE TO FURNISH GENERAL MOTORS MANUFACTURED VEHICLES REPAIR, MAINTENANCE, PARTS AND SERVICE	
	1.	NEW WORK, FABRICATION AND UPFIT LABOR/SHOP	\$ <u>155.00</u>
	2.	EXISTING EQUIPMENT REPAIR AND MODIFICATION LABOR/SHOP	\$ <u>155.00</u>
	3.	EXISTING EQUIPMENT REPAIR/FIELD RATE	\$ <u>165.00</u>
	4.	SERVICE-CALL CHARGE, IF APPLICABLE, FIELD	\$ <u>n/a</u>
	5.	MILEAGE CHARGE FOR SERVICE CALLS	\$ <u>n/a</u>
	6.	SHOP CHARGE PRICING STRUCTURE (FIXED/PERCENTAGE OR CALCULATED – IF APPLICABLE)	<u>10% of total labor charge</u>
	7.	FREIGHT IN (COST PLUS %, IF APPLICABLE, N/A IF NOT)	<u>cost only</u> %
	8.	REPAIR PARTS PRICING DISCOUNT-(COST PLUS %)	<u>see cover letter</u> %
	9.	NEW WORK PARTS PRICING (COST PLUS %)	<u>see cover letter</u> %



SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.
None

Percentage Discount: 0 %

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 7:00 a.m. to 4:00 p.m.

Holidays and Weekends n/a a.m. to n/a p.m.

Contact Name Andy Westfall

Telephone Number 913-371-8260

Cell Phone Number 913-915-7796

Address of Service Location(s) 6716 Berger Ave, Kansas City, KS 66111

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: n/a Hours

State normal delivery schedule: n/a

State minimum order value to qualify for free delivery: \$ n/a

State cost of delivery if less than minimum order value: \$ n/a



ADDITIONAL INFORMATION

1. CONTRACT PERIOD

The initial contract period shall be from August 1, 2022 through July 31, 2023.

2. RENEWAL OPTIONS

Table with 5 columns: Option Year, Date Range of Renewals, and Prices Bid to Remain Firm & Fixed Pricing? (Yes/No). Rows 2.1-2.5 show renewal options from 2023 to 2028, all with 'X' in the 'NO' column.

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 x 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: Donnie O'Dell

Signature: Donnie O'Dell
Director of Service

Company Name: Key Equipment & Supply Co.

Address: 6716 Berger Ave

City, State, Zip: Kansas City, KS 66111

Telephone Number: 913-371-8260

Fax Number: 913-788-4093

E-mail Address: dodell@keyequipment.com

E-mail Address for Purchase Orders: kelly@keyequipment.com

Date: 06/15/22



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5. EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Missouri)
COUNTY OF St. Charles) ss

On this 14 day of June, 2022, before me appeared Don O'Dell, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Director of Service (title) of Key Equipment & Supply Co. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. The documentation will consist of the first and last pages of the E-Verify Memorandum of Understanding that the Contractor obtained upon successfully enrolling in the program.



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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.

Don O'Dell
Affiant's signature

Subscribed and sworn to before me this 16 day of June, 2022



AIMEE HUFF
My Commission Expires
August 26, 2022
St. Charles County
Commission #14011111

Aimee Huff
Notary Public

My Commission expires: August 24, 2022