

BIDDING INSTRUCTIONS FORM BI- 2008 (Rev 8/2009)

By submitting an electronic, faxed or written bid, or submitting a bidder registration (registering to become a bidder) the bidder certifies that he or she has read, understands, and agrees to the terms, conditions, attachments and specifications contained in the Bidding Event, and City Utilities of Springfield Missouri Purchase Order terms and conditions (copy available upon request or at City Utilities web site – <http://www.cityutilities.net/purchasing/purchasing.htm>). The bidder further acknowledges that his or her bid will become a binding contract upon acceptance by City Utilities of Springfield, Missouri.

The bidder is solely responsible for the content, format, and quality of all electronic files submitted. City Utilities of Springfield, Missouri, may, in its sole discretion, reject any or all bids due to a failure in submission, regardless of whether such failure is due to the bidder's fault or some other cause.

Vendor Guide - City Utilities' "Vendor's Guide," is available upon request to assist you in our procurement process. It can be viewed or download at City Utilities web site – "http://www.cityutilities.net/business/bus_b2b.htm".

Bidding Event - Synonymous to Request for Quotation (RFQ) unless stated otherwise.

Bids or proposals - (hereinafter called bid) submitted must be typed or clearly written in ink, completely filled out, dated, signed and delivered to City Utilities' Purchasing office at 301 E. Central, Springfield, Missouri prior to the stated End Date and time. (The phrase "end date" shall denote the date and time that bids are physically opened and read publicly.) If City Utilities mailed you this request, you should have received an opaque envelope premarked with the Bidding Event ID number, end date, time, and delivery address. If you use a package other than the envelope provided, please clearly mark the front of that package with Bidding Event ID number, End Date and time of bid opening. For express delivery, it is highly recommended that you specifically highlight the Bidding Event number, End Date and time of bid opening. Method of delivery is at your sole discretion and risk. Bids will be opened publicly in the Purchasing office at 301 E. Central at the date and time specified. You are welcome to attend.

Pricing - State unit price in U.S. currency, F.O.B. at the specified delivery location, Springfield, Missouri prepaid and allowed for each item bid, unless otherwise stated in the Bidding Event. In the event of error in calculation, the unit price shall prevail. State any and all price advantages including but not limited to, quantity discounts that may apply.

All bids are irrevocable for a period of 90 days from date bids are opened unless longer periods are specified by City Utilities of Springfield, Missouri and agreed to by bidder.

Cash Discounts - State cash discount terms/billing terms, which will be a consideration for lowest and best bid. In the absence of billing terms provided by Vendor at time of bid, City Utilities reserves the right to apply terms of Net 30 days. The cash discount period available to City Utilities shall commence on the date of the receipt of the merchandise or the date of receipt of the invoice, whichever may be later.

Lead Time - State lead time (After Receipt of Order) for each item bid in **calendar days**. Lead time must include all time necessary to make **DELIVERY** to City Utilities. Lead time may be a consideration for the lowest and best bid; must be stated in definite terms for each item; and must be adhered to if Vendor is awarded a Purchase Order for that item(s).

State brand and catalog/part number for each item bid - If bidding other than what is specified or listed as an acceptable brand, then the brand and catalog number along with descriptive literature should accompany your bid for evaluation by City Utilities. Failure to have your brand approved prior to opening may result in rejection of the bid without question.

If catalog/part number has changed (i.e. obsolete, updated by mfg., etc.) from what is specified, Vendor is to state the new part number and the reason for the change on each item (i.e. new P/N or superseding P/N, etc.) The correctness of the item(s) received is monitored and may be considered in future awards.

Bid Delivery - No verbal, telephone, facsimile, or telegram bids will be accepted in lieu of enclosed sealed bid envelope unless specifically authorized in the Bidding Event. Choice of delivery method of sealed bids is solely the Vendor's responsibility and risk.

Facsimile Bids - Facsimile response to this request is acceptable ONLY when specifically authorized in the request document, even if City Utilities delivered this request via facsimile. Authorization, when it exists, includes the appropriate facsimile number to direct your response to prior to the stated End Date and time. City Utilities will not be responsible for any busy phone lines, machine failures, etc. when vendors attempt to fax bids to City Utilities.

MSDS - Any materials supplied to City Utilities which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.

Taxes - City Utilities is a municipally-owned utility and is exempt from most taxes (Federal, State, County or City).

Exceptions - If Vendor desires to take exception to any of the Bidding Event instructions, terms or conditions, Vendor must clearly state those exceptions on their bid. Exceptions taken by Vendor may be taken into consideration in determining the lowest and best bid.

Attachments - All City Utilities attachments are incorporated in this Bidding Event and any subsequent agreement by reference.

New Goods - All materials bid must be new and unused, unless otherwise stated in the Bidding Event. Offers of used or rebuilt equipment must be clearly identified as such and may subject the bid to rejection.

Warranty - The terms of any express warranties should be included and will be a factor in determining the best bid.

Vendor Application - City Utilities reserves the right to issue Bidding Events or Purchase Orders to only those Vendors who have a completed and approved Vendor Application and/or Bidder Registration on file at City Utilities. PAYMENT WILL BE WITHHELD until a properly completed application has been received and approved.

Principal Designation - A purchase order resulting from this Bidding Event will be issued in the name of the firm shown on this Bidding Event. Bidders signing as an agent must clearly designate the name of the principal with whom City Utilities will contract and pay, as well as the agent firm's name. Payment will NOT be made unless the name on the purchase order precisely matches the vendor name on the invoice.

Conflict of Interest - The submission of a bid pursuant to this request shall be deemed a certification that to the best of the bidder's knowledge, no employee of City Utilities or board member has any direct or indirect financial interest in any agreement, contract or bid for work or supplies to be furnished to City Utilities. Contractor further certifies that such bidder has not and will not, either directly or indirectly, entered into any agreement, or understanding; participated in any collusion; or otherwise taken any action in restraint of free competitive pricing in connection with such agreement, contract or bid nor will knowingly provide gratuities to City Utilities' employees or board members, or to their family members. Contractor shall require all subcontractors (at all tiers) to be bound by this conflict of interest provision.

Questions - Contact the Buyer of the Bidding Event for questions unless specifically authorized otherwise in the body of the request. Clarifications or Bidding Event modifications shall be issued via written addendum.

No Bid - If not bidding, please indicate and return entire package in enclosed envelope. The reason for your decision may help us in the future.

Errors - Verify your bid. No bids can be withdrawn or corrected after being opened.

Right to Reject - The right to waive any informalities and to accept or reject a part or all of your bid is reserved. The right is also reserved to reject any or all bids submitted.

Award - City Utilities reserves the right to evaluate bids on an item by item or in total basis for lowest and best bid, and may award those individual items(s) to one or more Vendors who bid. If a bid is to be evaluated as "all or none," such exception must be clearly stated. Lowest and best determination is at the sole discretion of City Utilities.

Preference - If a Missouri vendor wishes to claim preference over an out-of-state vendor, the Missouri vendor must do so in writing within three (3) days of the bid opening. The Missouri vendor shall state the name of the out-of-state vendor, that vendor's home state, and all applicable statutes and regulations creating the preference.

Review of Records - During the term of the purchase order/agreement and for three years thereafter, City Utilities shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement. Seller agrees to maintain records which substantiate all charges and to retain records related to purchase order/agreement for at least three years after final payment.

Offsetting Bills - City Utilities reserves the right to apply payments for goods and/or services which are due a vendor against delinquent utility bills which are due to City Utilities.

Non-exclusive Agreement - A purchase order resulting from this Bidding Event will result in a non-exclusive contract and City Utilities reserves the right to purchase same or like materials and/or services from other sources as City Utilities deems necessary and appropriate.

Missouri Law - The bidder further agrees that Missouri law shall govern his or her bid and all resulting contracts. The venue for all actions arising out of the bid and/or the contracts shall be Greene County, Missouri.

Prompt Payment – Contractor agrees to pay each Subcontractor under each Purchase Order/Agreement for satisfactory performance of its contract in accordance with Section 34.057 R. S. Mo.

Sufficient Funds-Fiscal Funding - Agreement is contingent on the allocation of sufficient funds by the Board of Public Utilities and Springfield's City Council. If Springfield's City Council or the Board of Public Utilities fails to allocate sufficient funds for the performance of agreement, then this agreement shall be null, void and of no effect. Vendor agrees its sole remedy shall be limited to discontinuation of work.

Transient Employer - Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Dir. of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to City Utilities in regards to the transient employer law upon successful award of bid and before performance of scope of work. Questions? Call (573) 751-0459 or visit the web site at www.dor.mo.gov/tax/business/register/ for additional information.

Excessive Unemployment - During periods of excessive unemployment, Contractor must employ Missouri laborers or laborers from nonrestrictive states in accordance with the provisions of Section 290.550 through 290.580 R.S.Mo., unless exempt.

OSHA Construction Safety and Health Training – Effective 8-29-2009. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such construction projects. Any employee found on work site without documentation of the successful completion of the required training shall be afforded 20 days to produce such documentation before being subject to removal from the project. The contractor shall forfeit as a penalty to City Utilities the sum of two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. This provision is subject to and Contractor shall comply with all requirements of Section 292.675 R.S.Mo.

Required Affidavit for Contracts Over \$5,000.00 (U.S.) – Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Copy of the affidavit can be found and downloaded at CU website; <http://www.cityutilities.net/purchasing/purchasing.htm>

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU).

Additional information on E-Verify Program is at: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Authorized Personnel. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.