

**CITY UTILITIES OF SPRINGFIELD MISSOURI  
STANDARD BIDDING INSTRUCTIONS (Rev 10-2019)**

1. **General Details / Referenced T's & C's** - By submitting an electronic, faxed or written bid, 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 Standard Purchase Order Terms and Conditions (Rev 7-2017) which are INCORPORATED HEREIN BY REFERENCE and available upon request or Online at <https://www.cityutilities.net/purchasing/general/>. The bidder further acknowledges that his or her bid will become a binding contract upon 1) issuance of a Purchase Order by City Utilities; or, 2) the signing of a formal Agreement by the parties.

The bidder is solely responsible for the content, format and quality of all bids and supplementary documentation submitted whether they are electronic files or typed/written submissions. 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.

2. **Vendor Guide** - City Utilities has developed a document to assist bidders in the CU procurement process. This Vendor Guide is available upon request or can be viewed and downloaded Online at <https://www.cityutilities.net/purchasing/general/>.

3. **Bidding Event** - Synonymous to Request for Quotation (RFQ) or Request for Proposal (RFP) as prescribed by City Utilities.

4. **Bids or Proposals** - (hereinafter called bid) submitted must be typed or clearly written in ink, completely filled out, dated, signed and received by City Utilities' Purchasing Department per the submission method prescribed prior to the End Date and time provided in the Bidding Event. Bidders utilizing mail or express mail as the method of submitting a bid are to clearly identify on the front of that package(s) the Bidding Event ID number, End Date and time that bids are due. Method of delivery is at the bidder's sole discretion and risk. Unless otherwise designated as an RFP, Bidding Events will be opened publicly thirty (30) minutes after the posted end/due date and time in the City Utilities Purchasing Department located at 301 E. Central St. / Springfield, Missouri 65802. Anyone is welcome to attend a public bid opening.

5. **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.

6. **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 bidder 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.

7. **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 bidder is awarded a Purchase Order for that item(s).

8. **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, bidder 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.

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

10. **Electronic Bids** - Electronic (email, facsimile, website portal, etc.) response to this Bidding Event is acceptable ONLY when specifically authorized in the Bidding Event document, even if City Utilities delivered this request via an electronic method. Authorization, when it exists, will include specific electronic submission instructions. City Utilities will not be responsible for any busy phone lines, machine failures, etc. when bidders attempt to submit a bid to City Utilities via an electronic method.

11. **SDS** - 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 (SDS) at the time of delivery. SDS's must be in compliance with OSHA 1910.1200(g).

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

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

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

15. **New Goods** - Unless otherwise stated in the Bidding Event, all goods/products/materials bid must be new, unused, unopened (sealed) and provided in complete original packaging. Offers of used, rebuilt or resale equipment must be clearly identified as such and may subject the bid to rejection. Resale or "Grey Market" offerings are defined as goods/products/materials that have been obtained through distribution channels unintended by the original manufacturer or trade mark proprietor (e.g. goods/products/materials that have been designated as surplus by their original purchaser and sold to a reseller who is now offering those goods/products/materials for resale).

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

17. **Vendor Application** - City Utilities reserves the right to issue Bidding Events or Purchase Orders to only those bidders 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.

18. **Principal Designation** - A Purchase Order resulting from this Bidding Event will be issued in the name of the firm that signed and submitted the bid evaluated by City Utilities as the lowest and best. 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.

19. **Conflict of Interest** - The submission of a bid in response to this Bidding Event 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. Bidder further certifies that they have 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. Bidder shall require all subcontractors and suppliers (at all tiers) to be bound by this conflict of interest provision.

20. **Questions** - Clarifications or Bidding Event modifications shall be issued via written addendum. The Buyer (Purchasing representative) identified within the Bidding Event should be contacted regarding questions.

21. **No Bid** - If not bidding, please provide to City Utilities the reason for your decision not to bid as this may help make decisions regarding this and/or future Bidding Events.

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

23. **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.

24. **Award** - City Utilities reserves the right to evaluate bids on an item by item or in total basis for lowest and best bid determination and may award those individual items(s) to one or more bidders 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.

25. **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.

26. **Contractor Travel Reimbursement Guidelines** – Any travel expenses billable to City Utilities shall adhere to the policy titled "City Utilities of Springfield, Missouri: Contractor Travel Reimbursement Guidelines" which is available upon request or can be viewed and downloaded Online at <https://www.cityutilities.net/purchasing/general/>.

27. **EEO Discrimination Prohibited** – As applicable, the provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended, and 41 CFR Section 60-1.40; as well as 29 C.F.R. Part 471, Appendix A to Subpart A, are herein incorporated by reference. Further, sellers who (1) are not otherwise exempt as provided by 41 CFR 60-1.5, (2) have 50 or more employees and, (3) have a contract, subcontract or Purchase Order amounting to \$50,000 that is necessary to the completion of a covered federal contract or subcontract are hereby notified of their obligations to file EEO Standard Form 100 and to prepare an affirmative action plan(s) as required under the regulations set forth above.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**