

CITY OF FULTON, MISSOURI

INVITATION FOR BID

MAIL BIDS TO: CITY OF FULTON C/O Courtney Crowson, City Clerk P.O. BOX 130 FULTON, MO 65251-0130 HAND DELIVER TO: 18 EAST 4TH. STREET	IFB NO. B 201734 <hr/> DATE 6/7/2017 PAGE 1 OF 10 <hr/> REQ. NO. <hr/> SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK NO LATER THAN 3 P.M. Wednesday 6/21/2017
---	---

Purchasing Agent: Jason A. Harris	Telephone: (573) 592-3141
--	---------------------------

RECEIVED FROM: 	DO NOT SEND BIDS TO THIS ADDRESS. THE SUPPLIES AND/OR SERVICES REQUIRED HERE MUST BE DELIVERED F.O.B. DESTINATION AT THE FOLLOWING ADDRESS: City of Fulton Warehouse 1303 Westminster Fulton, MO 65251
-----------------------------------	---

	TERMS	%	DAYS		
DESCRIPTION: Distribution Switchgear Pad Mount Underground Distribution Switchgear Vault for Underground Switchgear Pad for Switchgear Prospective bidders are hereby invited to submit their bid items as follows: Please see item specifications and descriptions on pages 4 through 10 of this Invitation Please list bid price on each items page	UNIT NO.	QUANTITY REQUESTED	UNIT	UNIT PRICE	AMOUNT

Requested delivery is _____ days ARO, Bidders State Best Delivery Date: _____

BID MUST BE SIGNED TO BE VALID

The bidder hereby agrees to furnish and/or service, at the price quoted pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized Purchase Order from the purchaser, or when this document is countersigned by the Purchasing Department as a binding Contract. The Bidder further agrees that the language of this document shall govern in the event of a conflict with His or Her Bid.

COMPANY NAME _____ TITLE: _____
 AUTHORIZED SIGNATURE: _____ Print: _____ DATE: _____
 PHONE NUMBER: _____ fax: _____ FEDERAL ID OR SSN: _____

NOTICE OF AWARD : (City use only) CONTRACT NO. C - _____

ACCEPTED AS TO ITEMS:

_____ Purchasing Agent	_____ Director Of Administration	_____ Date
---------------------------	-------------------------------------	---------------

TO: City of Fulton, Missouri

Bid to be submitted in sealed envelope marked "Bid for 4th Street Switch Gear". Bid shall be received by:

City of Fulton, Missouri
Attention: Courtney Crowson, City Clerk
PO Box 130
18 East 4th Street
Fulton, MO 65251

1. The prices set forth herein do not include any sums which are or may be payable by the Contractor on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. City of Fulton, MO is tax exempt. Tax exemption certificate may be provided upon request.
2. The prices set forth herein are firm if accepted by the OWNER within sixty (60) days and shall include the cost of delivery to the City of Fulton, MO.
3. Delivery shall be Delivered Duty Paid (DDP) and Insured to destination:

City of Fulton Warehouse
1303 Westminster Ave.
Fulton, MO 65251

4. Payment shall be net 30 days after delivery for equipment and net 30 days after completion for automatic restoration system services. Title to the equipment shall pass to the OWNER or his assigned agent upon delivery to the location above specified, and after inspection for transit damage.
5. Where Contractor proposes any alternate, the manufacturer and catalog number should be specified. Bids for alternate equipment may be accepted or rejected based on Owner discretion.
6. Should the Contractor neglect, refuse or fail to complete delivery within the time herein agreed upon, then in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due and payable to the Contractor the sum of one hundred dollars (\$100.00) per calendar day for each and every day that such delivery is delayed beyond the specified time, as liquidated damages and not as penalty. Liquidated damages shall be limited to 5% of the total contract price. If the amount due and to become due from the Owner to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full.
7. It is understood by the undersigned that CITY OF FULTON retains the privilege of accepting or rejecting all or any part of this bid.

Contractor _____

BY _____

Title _____

Date _____

City of Fulton, MO
4th Street Switch Gear Project

CITY OF FULTON SPECIAL INSTRUCTIONS TO BIDDERS

PART 1 Bidder's Contract:

- 1.1 . All questions regarding technical specifications, bid process, etc., must be directed to the contact indicated on the first page of this IFB.
- 1.2 Bidders may not contact the employees of the using agency concerning this procurement while the bid and evaluation are in process.

PART 2 Clarification of Requirements:

- 2.1 It is the intent and purpose of the City of Fulton that this request permits competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Department, at the address noted on page one of this IFB, if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than five (5) days prior to bid closing date. A review of such notifications will be made.

PART 3 Submission of Bids:

- 3.1 Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.
- 3.2 The bidder must respond to this IFB by submitting all data required herein in order for his bid to be evaluated and considered for award.
- 3.3 To facilitate evaluation of the bids, it is highly desirable that the bids be organized to respond to each paragraph of the IFB.

PART 4 Bid Evaluation/Contract Award:

- 4.1 Any contract resulting from this request shall be awarded in response to a bid providing the lowest and best bid to the City of Fulton.
- 4.2 Any award of a contract resulting from this invitation will be made by written notification from the Purchasing Department.
- 4.3 Bidders may submit preprinted marketing materials with their bids, however, the bidder is advised that such brochures normally do not address the needs of evaluation with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the city.
- 4.4 General description of products and services: The bidder should present in detail all products and services proposed in this response to the invitation. It is the bidder's responsibility to make sure all products proposed are adequately described. It should not be assumed that the Purchasing Agent has specific knowledge of the products proposed, but that the Purchasing agent does have sufficient technical background to conduct an evaluation when presented complete information.

City of Fulton, MO
4th Street Switch Gear

MEDIUM VOLTAGE UTILITY SWITCHGEAR & PROTECTION DEVICES

PART 1 GENERAL

All gear shall have 3 Position switch open close and ground, and the operator handles on opposite of gear than the elbow terminations.

Item 1: Distribution Switchgear Pad Mount (S&C 933122R1P4T2L2M2M10-S)

Manufacturer and Part number are for reference only. Other Manufactures that have similar equipment are welcome to Bid.

P4 - Pad-Mounted Style: Includes *olive* green finish, pad-mounted, mild-steel outer enclosure for mounting three-way switchgear with integral low-voltage compartment on a pad.

T2 - Three-Pole Manual Fault Interrupter. Two manual, one 200 amp on way 2 and a 600 amp on way 3, 3 phase, fault-interrupting switch. The fault-interrupting switch shall be controlled by microprocessor for programmable "Fuse Curve and Size" and 3 phase protection.

L2 - Potential Indication with provisions for *low-voltage* phasing: Switchgear shall have LCD displays for each phase for phasing and *voltage* indication. Include LCD display to indicate presence of voltage on each phase, and solar panel to supply power for testing.

Way 1- M1: 600-A Bushings Without Studs, at load-interrupter switch terminals (in lieu of standard 600-A bushings with studs), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

Way 2 – 200-A Bushings wells, at fault-interrupter switch terminals suitable for connection to Cooper 15 kV, 200 Amp, loadbreak connector kit LE215CC09T.

Way 3 –M2: 600-A Bushings Without Studs, at fault-interrupter switch terminals (in lieu of standard 200 amp bushing wells), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

O - Two-Hole Ground Pads, one per way, located below bushings or bushing wells (in lieu of standard one ground pad per tank).

S - The switchgear tank is to be fabricated from stainless steel.

Comply with Specifications Yes No

Delivery Date : _____

Price: _____

BY _____

Title _____

Date _____

Item 2: Distribution Switchgear Pad Mount (S&C 934222R1P4T2L2M1-S)

Manufacturer and Part number are for reference only. Other Manufactures that have similar equipment are welcome to Bid.

P4 - Pad-Mounted Style: Includes *olive green* finish, pad-mounted, mild-steel outer enclosure for mounting three-way switchgear with integral low-voltage compartment on a pad.

T2 - Three-Pole Manual Fault Interrupter. Two manual, one 200 amp on *way 3* and a 200 amp on *way 4*, 3 phase, fault-interrupting switch. The fault-interrupting switch shall be controlled by microprocessor for programmable "Fuse Curve and Size" and 3 phase protection.

L2 - Potential Indication with provisions for *low-voltage* phasing: Switchgear shall *have* LCD displays for each phase for phasing and *voltage* indication. Include LCD display to indicate presence of voltage on each phase, and solar panel to supply power for testing.

Way 1 --M1: 600-A Bushings Without Studs, at load-interrupter switch terminals (in lieu of standard 600-A bushings with studs), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

Way 2 --M1: 600-A Bushings Without Studs, at load-interrupter switch terminals (in lieu of standard 600-A bushings with studs), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

Way 3 -- 200-A Bushings wells, at fault-interrupter switch terminals suitable for connection to Cooper 25 kV, 200 amp loadbreak connector kit LE215CC09T.

Way 4 -- 200-A Bushings wells, at fault-interrupter switch terminals suitable for connection to Cooper 25 kV, 200 Amp, loadbreak connector kit LE215CC09T.

0 - Two-Hole Ground Pads, one per way, located below bushings or bushing wells (in lieu of standard one ground pad per tank).

S - The switchgear tank is to be fabricated from stainless steel.

Comply with Specifications Yes No

Delivery Date : _____

Price: _____

BY _____

Title _____

Date _____

Item 3: Distribution Switchgear Pad Mount (S&C 934132R1R1L2M1M2-S)

Manufacturer and Part number are for reference only. Other Manufactures that have similar equipment are welcome to Bid.

P4 - Pad-Mounted Style: Includes *olive green* finish, pad-mounted, mild-steel outer enclosure for mounting three-way switchgear with integral low-voltage compartment on a pad.

T2 - Three-Pole Manual Fault Interrupter. Three manual, one 200 amp on way 2 and a 200 amp on way 4, one 600 amp on way 3, 3 phase, fault-interrupting switch. The fault-interrupting switch shall be controlled by microprocessor for programmable "Fuse Curve and Size" and 3 phase protection.

L2 - Potential Indication with provisions for *low-voltage* phasing: Switchgear shall *have* LCD displays for each phase for phasing and *voltage* indication. Include LCD display to indicate presence of voltage on each phase, and solar panel to supply power for testing.

Way 1 --M1: 600-A Bushings Without Studs, at load-interrupter switch terminals (in lieu of standard 600-A bushings with studs), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

Way 2 --200-A Bushings wells, at fault-interrupter switch terminals suitable for connection to Cooper 25 kV, 200 Amp, loadbreak connector kit .

Way 3 --M2: 600-A Bushings Without Studs, at fault-interrupter switch terminals (in lieu of standard 200 amp bushing wells), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

Way 4 -- M2: 600-A Bushings Without Studs, at fault-interrupter switch terminals (in lieu of standard 200 amp bushing wells), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

O - Two-Hole Ground Pads, one per way, located below bushings or bushing wells (in lieu of standard one ground pad per tank).

S - The switchgear tank is to be fabricated from stainless steel.

Comply with Specifications Yes No

Delivery Date : _____

Price: _____

BY _____

Title _____

Date _____

Item 4: Underground Distribution Switchgear (S&C 934222R1UT2L2M10)

Manufacturer and Part number are for reference only. Other Manufactures that have similar equipment are welcome to Bid.

U – Undercover Style. Includes stainless steel tank and submersible wiring and control housing.

T2 - Three-Pole Manual Fault Interrupter. Two manual, one 200 amp on way 3 and a 200 amp on way 4, 3 phase, fault-interrupting switch. The fault-interrupting switch shall be controlled by microprocessor for programmable "Fuse Curve and Size" and 3 phase protection.

L2 - Potential Indication with provisions for *low-voltage* phasing: Switchgear shall have LCD displays for each phase for phasing and *voltage* indication. Include LCD display to indicate presence of voltage on each phase, and solar panel to supply power for testing.

Way 1 --M1: 600-A Bushings Without Studs, at load-interrupter switch terminals (in lieu of standard 600-A bushings with studs), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

Way 2 --M1: 600-A Bushings Without Studs, at load-interrupter switch terminals (in lieu of standard 600-A bushings with studs), suitable for connection to Cooper 25 kV, 600 Amp, BOL-T deadbreak connector kit BT625H25A1.

Way 3 – 200-A Bushings wells, at fault-interrupter switch terminals suitable for connection to Cooper 25 kV, 200 Amp, loadbreak connector kit LE215CC09T.

Way 4 – 200-A Bushings wells, at fault-interrupter switch terminals suitable for connection to Cooper 25 kV, 200 Amp, loadbreak connector kit LE215CC09T.

0 - Two-Hole Ground Pads, one per way, located below bushings or bushing wells (in lieu of standard one ground pad per tank).

Comply with Specifications Yes No

Delivery Date : _____

Price: _____

BY _____

Title _____

Date _____

Item 5: Vault for Item 4 Underground Switchgear (Concast FCV90-114-76-SG4)

Manufacturer and Part number are for reference only. Other Manufactures that have similar equipment are welcome to Bid.

Vault to support submersible electrical products. Package is to include steel covers that are traffic rated. Item E of this bid package goes along with this vault.

Comply with Specifications Yes No

Delivery Date : _____

Price: _____

BY _____

Title _____

Date _____

Item 6: 36 inch Minimum Depth Pad for Item 1 Pad Mount Switchgear (Concast FC-69-83-36-V)

Manufacturer and Part number are for reference only. Other Manufactures that have similar equipment are welcome to Bid.

Comply with Specifications Yes No

Delivery Date : _____

Price: _____

BY _____

Title _____

Date _____

Item 7: 36 Inch Minimum Depth Pad for Item 2 Pad Mount Switchgear ((Concast FC-69-83-36-V))

Manufacturer and Part number are for reference only. Other Manufactures that have similar equipment are welcome to Bid.

Comply with Specifications Yes No

Delivery Date : _____

Price: _____

BY _____

Title _____

Date _____

Item 8: 36 Inch Minimum Depth Pad for Item 3 Pad Mount Switchgear ((Concast FC-69-83-36-V))

Manufacturer and Part number are for reference only. Other Manufactures that have similar equipment are welcome to Bid.

Comply with Specifications Yes No

Delivery Date : _____

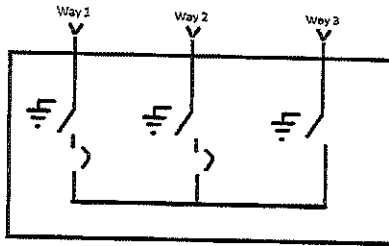
Price: _____

BY _____

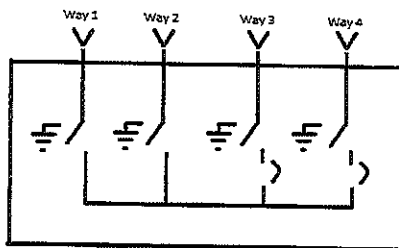
Title _____

Date _____

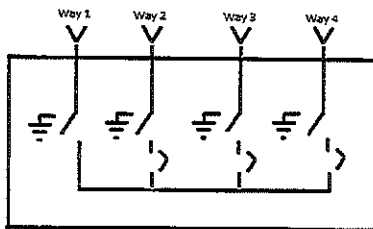
Item #1



Item #2 & #4



Item #3



NOTICE

The City of Fulton is soliciting bids as follows:
Copies may be obtained from the office of the Purchasing
Agent, 1303 Westminster, Fulton, Mo 65251, (573)592-3141.

<u>BID NUMBER</u>	<u>DESCRIPTION</u>	<u>CLOSING DATE</u>	<u>TIME</u>
B201734	Distribution Switch Gear	Wednesday 6/21/17	3 P.M.

Please run the above ad Wednesday 6/7/2017

Bill to: City of Fulton
P.O. Box 130
Fulton, Missouri 65251

Please send affidavit of publication and verification copy
with invoice.

Sent by, Jason A. Harris, Purchasing Agent

CITY OF FULTON
OFFICE OF PURCHASING
DOMESTIC PRODUCTS PROCUREMENT ACT
(BUY AMERICAN)

For all bids with a value of one thousand dollars (\$1,000) or more, Missouri law requires that the bidder certify whether manufactured goods or commodities used or supplied in the performance of a contract or subcontract are manufactured, assembled, or produced in the United States, in order to receive a preference for such products.

DEFINITIONS

MANUFACTURED - to make or produce a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner.

ASSEMBLED - to fit or join together part(s) in a manufacturing environment.

PRODUCED - create by manual or physical effort, to make or yield the customary product or products.

Those bidders who are able to certify that manufactured, assembled, or produced goods or commodities used or supplied in the performance of a contract or subcontract are manufactured, assembled, or produced in the United States are entitled to a ten percent (10%) preference in bidding against bidders who are not able to so certify. Bids received will be evaluated on the basis of this Certification. Certificates of compliance must be completed, signed and returned with the bid to be considered. Failure to do so will cause the State to presume the product is not American made.

CHECK APPLICABLE BOX

1. I have the knowledge to certify and do so certify that all products so indicated in the attached bid are manufactured, assembled, or produced in the United States; therefore, I am entitled to a ten percent (10%) preference in bidding against bidders who are not able to certify that products included in their bids are manufactured, assembled, or produced in the United States.
2. I have the knowledge to certify and do so certify that the products so indicated in the attached bid are manufactured, assembled, or produced in a foreign country and preference is requested because they are imported under an existing treaty, law, agreement, or regulation of the United States which would be violated by the City of Fulton not granting a 10% preference just as are products manufactured, assembled, or produced in the United States. I have listed the following information in the area provided on the reverse side: (a) item number(s); (b) Country other than the United States where each product I propose to furnish is manufactured, assembled, or produced; (c) Treaty, law, agreement or regulation number(s).
3. I believe the products so indicated in the attached bid qualify under #1 or #2 and have attached supporting documentation.
NOTE: If this box is checked, the ten percent preference will not be given on this bid, however, bidder will be notified if such documentation is acceptable for future bids.
4. The products so indicated in the attached bid are manufactured, assembled, or produced in a foreign country and are not the subject of any treaty, law, agreement or regulation of the United States which would be violated by the City of Fulton granting a ten percent (10%) preference to products manufactured, assembled, or produced in the United States.
5. I have the knowledge to certify and do so certify that some, but not all, of the products so indicated in the attached bid are either: (1) manufactured, assembled, or produced in the United States therefore I am entitled to a ten percent (10%) preference for those products, or (2) manufactured, assembled, or produced in a foreign country and are imported under an existing treaty, law, agreement, or regulation of the United States which would be violated by the City of Fulton not granting a 10% preference. The remaining products so indicated in the attached bid are manufactured, assembled, or produced in a foreign country and are not subject to any treaty, law, agreement, or regulation of the United States, and no preference is claimed. I have listed those items that are not subject to any preference in the work area provided on the reverse side: (a) item numbers; (b) country where each product I propose to furnish is manufactured, assembled, or produced.

(SEE REVERSE SIDE FOR WORK AREA)

CERTIFICATION MUST BE COMPLETED AND SIGNED OTHERWISE NO PREFERENCE WILL BE ALLOWED.

I understand that any false statement herein is a crime punishable by imprisonment, and I hereby certify that the above information is true and correct and further certify that this bid complies with all provisions of Sections 34.350 - 34.359, RSMo Supplement 1987.

FIRM NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

BY SIGNATURE _____

TITLE _____

CITY OF FULTON

TERMS AND CONDITIONS OF AN INVITATION TO BID

IN-CITY VENDOR PREFERENCE

- A. Tie Bids. If all bids received or the lowest bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to a local bidder. Where there is no low city bidder, the award shall be made on the basis of drawing lots, to be held in public.

PREPARATION OF BIDS

- A. Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions of the IFB. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit prices(s) will govern.
- B. Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid forms.
- C. All supplies and equipment offered in a bid must be new and of current production unless the IFB clearly specifies that used or reconditioned supplies or equipment may be offered.
- D. Firm fixed prices shall be bid and include all packing, handling and shipping charges.
- E. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days from bid opening and for the specified contract period.
- F. The City of Fulton does not pay sales tax on direct purchases of tangible personal property. Exemption number 12489247.

SUBMISSION OF BIDS

- A. A bid submitted by a bidder must (1) be manually signed by the bidder on the Division of Purchasing IFB form, (2) contain all information required by the IFB, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required and (6) be delivered to the division of Purchasing and officially clocked in no later than the exact time and date specified on the IFB.
- B. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official IFB number and (2) the official closing date and time. Multiple bids should not be placed in the same envelope.

MODIFICATION OR WITHDRAWAL OF BIDS

- A. A bid may be modified or withdrawn by written notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered.
- B. After the official closing date and time, no bid may be modified or withdrawn.

BID OPENING

- A. Bid openings are public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered by the proper time to the office of the Division of Purchasing. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone or facsimile will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

AWARDS

- A. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri, when all other factors are equal.
- B. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- C. As the best interest of the City of Fulton may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof, on a geographic district basis and/or on a City of Fulton basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technically in bids received.
- D. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Division of Purchasing.
- E. Each bid is received with the understanding that the acceptance in writing by the City of Fulton of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Fulton and shall bind the bidder to furnish and deliver at the price in accordance with the conditions of said accepted bid and detailed specifications.

CLARIFICATION REQUIREMENTS

- A. It is the intent and purpose of the City of Fulton that this request permits competitive bidding. It shall be the bidder's responsibility to advise the Division of Purchasing, at the address noted, if any language, requirements, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received by the Division of Purchasing not later than five (5) days prior to the bid closing date. A review of such notifications will be made.

BID SECURITY DEPOSITS

- A. If a bid security deposit is required, the requirement will be stated in the IFB. At the time the bid is submitted, the bidder must furnish the security deposit in a form of a bond, cashier's check, certified check, bank draft, or irrevocable letter of credit in the amount required, made payable to the City of Fulton. The security deposit should be attached to the bid and included within the sealed envelope or container. No personal or company checks are acceptable. The security deposit must guarantee that the bidder will accept a contract or purchase order in accordance with the requirements of the IFB. Failure to accept a contract or purchase order will cause the amount of the security deposit to be surrendered to the City of Fulton.

- B. The security deposits of unsuccessful bidders will only be returned after the award is made. If a performance bond is required the successful bidder's security deposit will be held until an appropriate performance bond in the amount stated in the IFB is received by the Division of Purchasing. Failure to submit a performance bond as specified will result in the forfeiture of the bid security deposit.
- C. No annual bid or performance bonds will be accepted unless otherwise indicated in the IFB.

SAMPLES

- A. Samples of items when required must be submitted within the time specified at no expense to the City of Fulton, and if not destroyed, may be returned at the bidder's expense, upon request.

CITY OF FULTON DIVISION OF PURCHASING Terms and Condition of Purchase

- A. The contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Director of Administration.
- B. QUANTITIES
The City of Fulton assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the City of Fulton's rejection and returned at the Seller's expense.
- C. DELIVERY
Time is of the essence in this order. If deliveries are not made within a reasonable time the City of Fulton reserves the right to cancel or to purchase elsewhere and hold Seller liable for any re-procurement costs.
- D. SHIPMENT
Deliveries shall be F.O.B. destination unless otherwise specified by the City of Fulton.
- E. INVOICES
An original and two copies of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of goods or services furnished. Contractors are not allowed to submit an invoice for the total order, instead, each invoice submitted must be itemized in accordance with item listed on the purchase order or contract release. Failure to comply with this requirement will delay processing of those invoices for payments that are not itemized. Payment for all goods and services shall be made in arrears. The City of Fulton will not make any advance deposits.
- F. INSPECTION AND ACCEPTANCE
No material received by the City of Fulton pursuant to the contract shall be deemed accepted until the City of Fulton has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection or at any later time if the defects contained in the material were not reasonable ascertainable upon the initial inspection may be returned at the Seller's expense for full credit or replacement. Such right-to-return offer to the City of Fulton arising from the City of Fulton's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City of Fulton may have therefore.
- G. WARRANTY
Seller expressly warrants that all articles, materials and work covered by the contract will conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the City of Fulton and that they will be fit and sufficient for the purpose intended, merchantable, or good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason if the City of Fulton's acceptance of said material or goods or by payment for them.
- H. PATENTS
Seller guarantees that the sale or use of the articles described herein will not infringe upon any US or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City of Fulton, or those selling or using the City of Fulton's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.
- I. BANKRUPTCY OR INSOLVENCY
In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach or any of the term hereof including the warranties of the Seller, the City of Fulton may cancel the contract or affirm the contract and hold Seller responsible in damages.
- J. COMPLIANCE WITH APPLICABLE LAWS
The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, municipality or any other government authority or agency in the manufacture or sale of the items covered by the contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.
- K. INTERPRETATION OF CONTRACT AND ASSIGNMENTS
The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties there-under may not be assigned by Seller without City of Fulton's written consent and any attempted assignment without such consent shall be void.
- L. TERMINATION ON CONTRACT
The City of Fulton reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his subcontractors, in the sole judgment and discretion of the City of Fulton. If the contract is so terminated, the City of Fulton may purchase upon such terms and in such manner as the Director of Administration may deem appropriate, supplies or services similar to those so terminated, and the Contractor will be liable for additional costs occasioned thereby.
- M. NON-DISCRIMINATION IN EMPLOYMENT
In connection with the furnishing of supplies or performance of work under the contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontractors awarded there-under.
- N. PERFORMANCE BONDS
If required as a condition for the award of a contract, the amount of a performance bond will be described in IFB at the time of issuance. The performance bond will be issued for the amount specified by a surety company, or secured with a cashier's check, certified check, bank draft, or irrevocable letter of credit. No personal or company checks are acceptable. No annual bid or performance bond will be accepted unless otherwise indicated in the IFB.