

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 201775 <hr/> DATE 1/5/2017 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 1/24/2018
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Purchasing Agent: Jason A. Harris	Telephone: (573) 592-3141
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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
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	TERMS	%	DAYS
DESCRIPTION: Prospective bidders are hereby invited to submit their bid for 4500 PSI Self- Contained Breathing Apparatus and Related Equipment (Please see Vendor Requirement's beginning on Page 3) (Please see Product specifications beginning on Page 6) (Please Provide Model # and Pricing on Page 9)	UNIT NO.	QUANTITY REQUESTED	UNIT
	1.	30	

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 -
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ACCEPTED AS TO ITEMS:

_____ Purchasing Agent	_____ Director Of Administration	_____ Date
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B201775

INTRODUCTION

**INT-1 The City of Fulton is soliciting invitations to bid for the purchase of NFPA 198119822013 Edition, 4500 PSI, Self-Contained Breathing Apparatus and related equipment, fit testing and basic operation training classes
(Please see Specifications for units listed below)**

**INT-2 Bid price should include the delivery and inspection of the equipment to City of Fulton Fire Department Headquarters located at
151 West Tennyson Road Fulton MO. 65251**

INT-3 (SPECIAL NOTE FOR THE USE OF ABRIVIATIONS OF DESCRIPTIONS)

Some descriptions will be abbreviated to certain letter terminology as known in the industry. The following reference information is provided for those not familiar with abbreviated terminology

INT-4 (SCBA) Self-Contained Breathing Apparatus

INT-5 (PASS) Personal Alert Safety System

INT-6 (NFPA) National Fire Protection Association

INT-7 (UAC) Universal Air Coupling

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SPECIAL INSTRUCTIONS & REQUIREMENTS TO BIDDERS

SI-1 Bidders are encouraged to submit information on more than one model if available to offer the city a choice of possible units.

Bidder's Contract:

SI-2 All questions regarding technical specifications, bid process, etc., must be directed to the contact indicated on the first page of this IFB.

SI-3 Bidders may not contact the employees of the using agency concerning this procurement while the bid and evaluation are in process.

A Clarification of Requirements:

A-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.

B Submission of Bids:

B-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. **All bid envelopes must be marked in the lower left hand corner with the bid number and the due date and time.**

B-2 Mail to: City of Fulton

Attn. Courtney Crowson, City Clerk

P.O. Box 130

Fulton, Missouri 65251

Hand Deliver to: 18 E. 4th. Street, Fulton, Missouri 65251

B-3 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.

B-4 To facilitate evaluation of the bids, it is highly desirable that the bids be organized to respond to each paragraph of the IFB.

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C Bid Evaluation/Contract Award:

- C-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.
- C-2** Any award of a contract resulting from this invitation will be made by written notification from the Purchasing Department.
- C-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.
- C-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.

D-1 Compliance

D-2 All components of the (SCBA) units being bid **MUST** comply with (NFPA 1981/1982,2013 edition

D-3 Evaluation of Product Submitted and Vendor Services

D-4 The selection of the (SCBA) will not be based on price alone, Items specifications met, Comfort of unit Ease of use, Durability, Warranty, Maintenance, Time frame for delivery, and Vendor participation will all be taken into consideration when making the decision which product to purchase

VR Vendor Requirements

- VR-1** Bidding vendor must be an authorized sales and service center for the product being bid
- VR-2** Vendor may be asked to provide a Demonstration unit to be used for Demo Period

FUNCTION TESTING of SCBA'S

VR-3 Winning vendor **MUST** perform a COMPLETE function test EACH SCBA **before delivery**

The vendor provide the city of Fulton a computer generated copy of the tests for each SCBA to
VR-4 verify the units are at optimum functioning condition.

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Training

VR-5 The successful bidder shall provide basic operation training classes for purchased (SCBA) to all firefighting members of the City of Fulton Fire Department. Training to be located at 151 West Tennyson Road Fulton, Mo. 65251

VR-6 Training to be completed on three consecutive dates providing the same training class on each day.

VR-7 Bidding vendor must provide **with the bid submitted** a written explanation of how this training will be completed

VR-8 The successful bidder shall provide a field level maintenance training class to at least six (6) fire department personnel.

Fit Testing

VR-9 Vendor will provide a quantitative fit test to all personnel to determine properly sized mask, and provide a variety of sizes of NFPA compliant Hycar rubber face pieces.

VR-10 Vendor must be able to and agree to provide a computer generated report for each person being fit tested

The City of Fulton will be an in-house repair center

VR-11 Any software required will be provided to the Fulton Fire Department the department at no charge by the bidding vendor

VR-12 The training must certify Fulton Fire personnel to a certification level that enables them to provide in-house service for the SCBA purchased.

VR-13 Successful bidder will be required to cover registration fees to place six (6) fire department personnel in the closest repair training class

VR-14 Option 2 - Provide class or classes at the city of Fulton Headquarters
This training shall be provided within six (6) months of bid awarded bid

Failure to include any of this request will be reason to have their bid disqualified.

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Additional Requirements concerning the equipment purchased

Labeling: Successful Bidder must provide Cylinder identification band with department logo
VR-15 (UNDER THE GELCOAT)

VR-16 All SCBA's and related equipment shall be delivered with batteries installed and cylinders filled

All vendors shall include product specifications for all items within this bid request to allow for
VR-17 adequate comparisons to other manufacturers

Air Cylinders received that are more than ninety (90) days beyond their manufacture date will not
VR-18 be accepted

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GENERAL REQUIREMENTS

Submission to Technical Specifications:

GR-1 Bidders must submit complete technical specifications of the make and model being bid with their response. Failure to provide adequate information will result in rejection of the bid.

6 Make and Model Information

Item 1 Self - Contained Breathing Apparatus (SCBA)

6-A **Make:**

6-B **Model #**

Warranty: Item 1 -Self - Contained Breathing Apparatus (SCBA)

6-C **Warranty on Parts:**

6-D **Warranty on Labor:**

7 Make and Model Information

Item #2 Air Cylinders

7-A **Make:**

7-B **Model #**

Warranty: Item #2 Air Cylinders

7-C **Warranty on Parts:**

7-D **Warranty on Labor:**

8 Make and Model Information Batteries

8-A **Make:**

8-B **STYLE OF BATTERY -**

8-C **Model #**

9 Warranty: Item #2 Batteries

9-A **Warranty on Parts:**

9-B **Warranty on Labor:**

Please circle the appropriate box for the line item being bid

Self- Contained Breathing Apparatus			
#	PARTICULAR SPECIFICATION	MEET	NOT
	Complete FUNCTION TEST Performed on Each SCBA	YES	NO
A-1	Complete Function Test Documentation Provided for all 30 SCBA Units	YES	NO
A-2	Frame & Harness Assembly - Ergonomically Designed	YES	NO
A-3	Will accommodate a 4500 PSI - 45 Minute Cylinder	YES	NO
A-4	Waist Pad is adjustable swivel	YES	NO
A-5	Waist Pads Attached to Metal Bracket with three(3) positions	YES	NO
A-6	Waist Pad Ability to Automatically Center	YES	NO
A-7	Equipped with Drag Loop - or Drag Handles (Please circle which)	YES	NO
A-8	Heads Up Display (HUD)	YES	NO
A-9	Air Pressure Gauges	YES	NO
A-10	Low Air Warning System	YES	NO
A-11	Storage Clip for hanging face Piece	YES	NO
A-12	Face Piece with Push to Connect Mechanism with various flow bypass	YES	NO
A-13	Face Piece with Quarter turn Mechanism with various flow bypass	YES	NO
A-14	Fleece lined Storage Bag	YES	NO
A-15	Carbon Air Cylinder with CGA Cylinder Connection -4500 PSI - 45 Minute	YES	NO
A-16	CBRN Compliant Regulator	YES	NO
A-17	Voice Amplifier (That Provides CLEAR Communication) Mask Mounted? >>>Please specify which	YES	NO
A-18	Voice Amplifier (That Provides CLEAR Communication) Harness Mounted? >>>> Please specify which	YES	NO
A-19	Shoulder mount UAC Connection	YES	NO
A-20	Buddy Breathing System at the Regulator (specify which system)	YES	NO
A-21	>>>> Vendor to Provide SIX (6) Connection Hoses	YES	NO
A-22	Equipped with RIT Connection - Located near the Cylinder Valve	YES	NO
A-23	Equipped with RIC UAC male fitting	YES	NO
A-24	Equipped with secondary Means to supply Air to Downed Firefighter	YES	NO
A-25	Equipped with Integrated Personal Alert Safety System Device - PASS	YES	NO
	7		

B-1	Integrated Personal Alert Safety System Device - PASS (Specs)		
B-2	Ability to Notify others both Audibly & Visually in the event of distress	YES	NO
B-3	Equipped with automatic alarm that will activate after 20 seconds of the user being motionless	YES	NO
B-4	Alarm can be Manually Activated from Control Module at the Shoulder	YES	NO
B-5	PASS Device Complies with NFP A 1982 Standard	YES	NO
	<u>BATTERY MODULE Provided with SCBA</u>		
C-1	Rechargeable BATTERY INSTALLED AND CHARGED	YES	NO
C-2	Please indicate what type of battery that is being bid	YES	NO
C-3	Lithium - ion	YES	NO
C-4	Other Type of Battery being bid >>>	YES	NO
C-5	Vendor Providing 10 ADDITIONAL Batteries at no additional charge	YES	NO
C-6	Vendor will be Providing Six Bay Chargers	YES	NO
	<u>FACE PIECE</u>	YES	NO
D-1	Vendor has the ability to provide Hycar Rubber Face piece in a variety of sizes for proper fit test	YES	NO
D-2	Face Piece is NFPA Compliant	YES	NO
D-3	Has 5 Point adjustable harness	YES	NO
D-4	Face Piece is able to be used as an Air Purifying Respirator	YES	NO
D-5	Face Piece has Nose Cup comprised of Silicone Rubber	YES	NO
D-6	Face Piece is Available in three sizes	YES	NO
D-7	PLEASE SPECIFY WARRANTY FOR FACE PIECES		
E-1	<u>CARBON CYLINDERS</u>		
E-2	Built around DOT Specifications	YES	NO
E-3	Have working pressure of 4500 PSIG	YES	NO
E-4	Cylinders are within 90 days of Manufacture	YES	NO
E-5	Cylinder I D Band with Dept. Logo - Under Gel Coat	YES	NO
E-6	Cylinders are filled	YES	NO

PLEASE LIST BRAND NAME OF SCBA BEING BID

MODEL NUMBER OF SCBA

PLEASE PROVIDE BID PRICE FOR COMPLETE SCBA UNIT - PER EACH	\$

PLEASE LIST BRAND NAME OF CYINDERS BEING BID

MODEL NUMBER OF CYLINDERS

PLEASE PROVIDE BID PRICE FOR ADDITIONAL 4500 45-MINUTE CARBON FIBER AIR CYLINDERS WITH CGA CONNECTIONS - PER EACH	\$

PLEASE LIST BRAND NAME OF BATTERY BEING BID

MODEL NUMBER OF BATTERY

PLEASE LIST ADDITIONAL OPTIONS NOT LISTED IN SPECIFICATIONS THAT MAY BE NEEDED, AND PRICE PER

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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>
B 201775	Self-Contained Breathing Apparatus and related Equipment	Wednesday 1 /24 / 2018	3 PM

Please run the above ad Friday 1/5/2018

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 573-592-3141
fpagent@fultonmo.org

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, telephones 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 technicality 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 the 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.

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 _____