

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS

1. AWARD. The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the Bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified, and the City reserves the right to make any award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The contract shall be awarded to that responsible bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party.

2. PREPARATION OF BIDS.

(a) Bidders are expected to examine the drawings, specifications, Schedule and all instructions. Failure to do so will be at the bidder's risk

(b) Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his name on each Schedule/Continuation Sheet thereof on which he makes an entry. The person signing the offer must initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the Purchasing Department.

(c) Unit price for each unit shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule/Continuation Sheet for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Alternate bids for supplies or services other than those specified will not be considered unless otherwise authorized by the invitation.

(e) Bidder must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.

(f) Time, if stated as a number of days, will include Saturdays, Sun days, and holidays.

3. EXPLANATION TO BIDDERS. Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instructions given before the award of the contract is not binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation, if such information is necessary to bidders in submitting their bids on the invitation, or if the lack of such information would be prejudicial to uninformed bidders.

4. ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATIONS.

Receipt of an amendment to an invitation by a bidder must be acknowledged (a) by signing and returning the amendment, or (b) by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

5. SUBMISSION OF BIDS.

(a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to City of Kirkwood Purchasing Department, 212 South Taylor Avenue, Kirkwood, Missouri 63122. A bid label, furnished with the invitation to bid, shall be affixed to the envelope containing the bid.

(b) Telegraphic bids will not be considered unless authorized by the invitation, however: bids may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraph 7)

6. FAILURE TO SUBMIT BID. If no bid is to be submitted, do not return the invitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitation are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.

7. MODIFICATION OR WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bids, provided the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to closing time. The telegraph communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. A bid also may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bid. Telephonic request to withdraw a bid will not be considered.

8. LATE BIDS AND MODIFICATIONS. No bid or modification thereof received after the time set for receipt of bids will be considered except that when a bid or modification arrives by mail after the time set for receipt, but before award is made, and it is determined by the City that non-arrival on

time was due solely to delay in the mails for which bidder was not responsible, such bid or modification thereof will be considered.

9. SELLER'S INVOICES. Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number (if any), Purchase Order Number, Item Number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City of Kirkwood Purchasing Dept.

10. BID DEPOSITS.

Bid Deposit Not Required

Bid Deposit Required

At the time the bid is submitted, the bidder will furnish Bid Deposit in the form of a bond, certified check, cash, or bank draft in the amount of _____ Made payable to the City of Kirkwood, for the measure of the liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the Bidder:

(a) Withdraws his Bid after the opening of the Bids and prior to the time a formal written Agreement evidencing the contract has been signed and delivered to the City, whether or not the Bidder at the time of such withdrawal has been designated as the successful bidder, or

(b) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days a performance bond, if required, and the written Agreement, formally evidencing the terms of the invitation for bids and his bid as submitted.

The Bidder further agrees that the City will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. The Bidder does further guarantee the amount of the bid deposit set down herein before to be firm for the above-named period. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the Bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

11. PERFORMANCE BONDS.

Performance Bond Not Required

Performance Bond Required-Note the following

The successful bidder will furnish a performance bond made payable to City of Kirkwood in the form of a bond issued by a surety approved by the city, certified check or bank draft of equal amount to his bid. This bond, in part or all, is to be forfeited to the City in the event that the terms of the contract are not met in total by the successful bidder.

12. DOSSIER. A dossier prepared by the bidder must accompany the bid and will include the following:

(a) Drawing or picture of the item being bid, identified by the manufacturer's name and catalog number.

(b) Manufacturer's detailed specifications.

(c) Submit your written warranty on items bid when applicable. State the extent of all warranties for each piece of equipment bid.

(d) Statement and explanation pertinent to any portion of the specifications or conditions.

(e) Any special instruction for proper maintenance.

13. QUALIFICATIONS OF BIDDERS. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

14. SUBCONTRACTS. The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the City.

15. DISCOUNTS & BID EVALUATION. Discounts offered for prompt payment will be considered in bid evaluation.

16. DELIVERY INFORMATION. Indicate delivery in calendar days after receipt of order _____. This delivery is firm and must be met. Request for extensions will not be considered except as noted under Clause 9 of Terms and Conditions of Purchase. Performance bonds, when required, will be assessed for late delivery.

17. INSTALLATION. Bid prices must include delivery, installations, and removal of trash from the premises daily. Successful bidder will off-load on loading dock, or as instructed in Bid Invitation/

18. MATERIAL AVAILABILITY. Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Kirkwood immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

19. ALTERNATE BIDS. Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form.