INSTRUCTIONS TO BIDDERS

1. **REQUIREMENTS OF BIDDER:**

   The successful bidder will be required to (a) enter into a contract in writing with the Village of Woodridge covering all matters and things as are set forth in the specifications and the proposal; (b) execute any bond necessary with surety acceptable to the Village of Woodridge in the amount of one hundred percent (100%) of the full contract price and to be conditional for the faithful fulfillment of the contract for the payment of all labor and materials used in the work and to include the protection of the Village from all liens and damages arising out of the work; and (c) carry insurance acceptable to the Village covering public liability, property damage, and worker's compensation.

2. **ACCEPTANCE OF BIDS:**

   The right is reserved, as the interest of the Village may require, to reject any or all bids and to waive any informality or irregularity in the bid received. The Village shall accept in writing one of the proposals or reject all proposals within sixty (60) days or within ninety (90) days where approval by other agencies is required from the bid opening date. If no action is taken within the time specified, all bids shall be rendered null and void.

3. **WITHDRAWAL OF BIDS:**

   Bidders may not withdraw their bid after the bid opening without the approval of the Purchasing Director. Requests to withdraw a bid must be in writing and properly signed. Bidders may, however, withdraw their bid at any time prior to the scheduled bid opening. **NO BID WILL BE OPENED WHICH IS RECEIVED AFTER THE TIME SCHEDULED FOR THE BID OPENING.**

4. **BID DEPOSITS:**

   A bid deposit may be required. When it is required, it will be so stated on the cover sheet of the bid package along with the amount required. In all cases where a bid deposit is required, the deposit is to be in the form of a certified check, a bank cashier's check, or bid bond. All bid deposit checks will be retained by the Village until a bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid deposit check of the successful bidder will be retained until (a) the goods or services have been received or completed and found to be in compliance with specifications, or (b) the posting of a bond as outlined in Item 1 of these instructions.

5. **VILLAGE'S AGENT:**

   The Village Administrator shall represent and act for the Village in all matters pertaining to the bid proposal and contract in conjunction thereto.

INSTRUCTIONS TO BIDDERS

6. BIDDER RESPONSIBILITY:

It shall be the responsibility of the Bidder to thoroughly familiarize himself with the terms and conditions of this bid. Incorrect execution and submission of bids shall be sufficient grounds for Village rejection of a bid.

7. COMPETENCY OF BIDDER:

No bid shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village of Woodridge upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village or had failed to perform faithfully any previous contract with the Village. The Village reserves the right to require of the Bidder proof of his capability to perform as required by these specifications.

8. SUBMISSION OF MULTIPLE BIDS:

Bidder may submit multiple bids provided that:

A. All bid proposals meet Village specifications. The Village shall not consider an alternate bid which fails to meet specifications.

B. Multiple bids are prepared on individual sets of bid and contract documents and are prepared in full compliance with the terms and conditions of this contract.

9. BID AWARD:

Except as otherwise may be stated in the Special Provisions, bid award shall be made to the lowest responsible bidder meeting specifications at the unit price or prices shown.

10. PRICES:

Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal.

Unit process shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. Any alterations must be initialed in ink by the party signing the bid or his authorized representative.

11. DISCOUNTS:

Cash discounts for payment within thirty (30) days or more may be considered in awarding the bid. Discounts of less than thirty (30) days will not be considered in the bid evaluation.

INSTRUCTIONS TO BIDDERS

12. TAXES:

Federal excise tax does not apply to materials purchased by the Village by virtue of Exemption Certificate No. A-156386, Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the Village by virtue of I.R.O.T. Rule #40. The price or prices quoted herein shall include all other federal and/or state, direct and/or indirect taxes which apply.

13. DEFAULT AND CANCELLATION:

A. The Village may, subject to the provisions of Paragraph C below, by written notice of default to the Bidder, terminate the whole or part of this contract in any one of the following circumstances:

a. If the Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the services at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the Bidder); or

b. If the Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such other period as the Village Administrator may authorize in writing, after receipt of notice from the Village Administrator specifying such failure.

c. If it is determined that Bidder knowingly falsified information provided to the Village, which was utilized by the Village in awarding this contract to Bidder.

d. If it is determined that Bidder offered substantial gifts or gratuities to a Village officer, employee, or group of officers, officials or employees, whether in their official capacity or not, in relation to the award of this contract, the execution of any provision of the contract by the Bidder or the Village, or at any other time.

e. Any order is entered in any proceeding against the Bidder decreeing the dissolution or split-up of the Bidder and such order remains in effect for sixty (60) days.

f. The Bidder shall apply to any tribunal for the appointment of a Trustee or receiver of any substantial part of the assets of the Bidder, or commence any proceedings relating to the Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the Bidder, and the Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such Trustee or receiver or adjudicating the Bidder bankrupt or insolvent, or approving the petition in any such proceedings, and such order remains in effect for sixty (60) days.

B. In the event the Village terminates this contract in whole or in part as provided in Paragraph A of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. The Bidder shall not be liable for any excess of costs if acceptable evidence has been submitted to the Village Administrator that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

14. PERMITS AND LICENSES:

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.

15. PATENTS:

The successful Bidder agrees to protect, defend and save the Village harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the contract.

16. SAMPLES:

Samples of items, when required, must be submitted within the time specified and at no expense to the Village and if not destroyed in testing, they will be returned at the Bidder's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the Village.

INSTRUCTIONS TO BIDDERS

17. PREPARATION OF BID:

The Bidder shall prepare bid in **DUPLICATE** on the attached bid forms. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, as the case may be, shall be stated for each and every item, either typed in or written in ink. When completing the Bid Proposal documents, please be certain to:

NOT ONLY EXECUTE, BUT ALSO HAVE NOTARIZED, THE CONTRACTOR'S CERTIFICATION BID PROPOSAL PAGE #16 AND THE BID PROPOSAL PAGE.

If Bidder is a corporation, the president and secretary shall execute two copies of the bid. The Corporate Seal shall be affixed to both copies. In the event that this bid is executed by other than the president, attach hereto a certified copy of the section of Corporate by-laws or other authorization by the Corporation which permits the person to execute the bid for the Corporation.

If Bidder is a partnership, all partners shall execute two (2) copies of the bid, unless one (1) partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Village Administrator shall be submitted. A partnership or sole proprietor operating under an assumed name shall be registered with the Illinois County in which located, as provided in Chapter 96, Section 4 et sub. Illinois Revised Statutes 1981.

18. TRADE NAMES:

Any reference in these specifications to manufacturer's name, trade name, catalog number, or reference is intended to be descriptive, but not restrictive and only to indicate to the prospective Bidder, articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each Bidder clearly states exactly what he/she proposes to furnish. Unless so stated on proposal, it shall be understood that Bidder intends to furnish item identified and does not propose to furnish an "equal" item.

The Village Administrator hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposed to furnish which contains major or minor variation from specification requirements, but which may comply substantially therewith.

19. CATALOGS:

Each Bidder shall submit in **DUPLICATE**, catalogs, descriptive literature and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like, in order to fully describe the material or work proposed to be furnished.

INSTRUCTIONS TO BIDDERS

20. INTERPRETATION OF CONTRACT DOCUMENTS:

Any Bidder in doubt as to the true meaning of any part of the specifications or other contract documents may submit to the Village Administrator a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Such interpretation shall be made only by an addendum duly issued by the Village Administrator. A copy of such addendum shall be mailed to all prospective Bidders. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of the opening of the bids shall not be grounds for withdrawal of bid. Bidder shall acknowledge receipt of each addendum issued. Oral explanations shall not be binding.

The Village Administrator shall represent the Village and shall have full authority over the Bidder's work under this contract. The Village Administrator shall interpret the specifications in the event of a dispute as to their intention. The Village Administrator shall have authority to order cessation of work if in his opinion the work is not being performed satisfactorily. Work performed after an order to cease shall not be paid for by the Village. The Village Administrator shall order minor changes in the specifications if they become obvious during the course of the term of the contract, major changes shall be treated as "additional work".

SPECIAL INSTRUCTIONS

1. TOXIC SUBSTANCES:

Bidder shall notify the Village of, and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

2. COMPLIANCE WITH OSHA STANDARDS:

The equipment supplied to the Village of Woodridge must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Bidder may be required at his expense to provide training to Village employees in the operation of equipment and its maintenance at the convenience of the Village.

3. SPECIAL HANDLING:

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery.