



Abdul Malik Fazil
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(618)296-4219

“INSTRUCTIONS TO BIDDER”

1. All items contained in the “Instructions to Bidder” are applicable to the call for bids.
2. No bid may be withdrawn after the scheduled closing time for receipt of bids at least sixty (60) days.
3. Envelope containing bid shall be marked plainly, **“SEALED BID” –Envelope Bid-, date and time of closing written thereon.** All bid proposals must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. Unless otherwise stated in this call for bids, each bidder must submit with his bid either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid and supply bond acceptable to the County in the amount of 5% of the total base bid, payable to the County, as guarantee that the successful bidder will supply material or services as specified. **–NOT REQUIRED–**
5. The Contractor, before commencing Work, shall furnish Performance Bond and Labor/Material Payment Bond with a surety licensed to conduct business in Illinois equal to the amount of the Contract, guaranteeing the completion of the Work and performance of the Contract and the payment for all labor and materials incorporated in the Work. Said Bonds shall be presented to the Buildings, Lands & Support Services Department, Madison County Administration Building, 157 N. Main St., Ste. #59, Edwardsville, IL 62025, within seven (7) working days after notification of bid award. Failure to supply said Performance Bond, Labor/Material Payment Bond or acceptable surety shall result in retraction of bid award. **–NOT REQUIRED–**
6. All bids must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.

7. Bid price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for bids. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
8. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
9. Bidder must state brand name and/or manufacturer of each item proposed in his bid. Guarantee and/or warranty must also be stated.
10. Parts and materials must be of current day (latest model) and meet Specifications. This provision excludes surplus, remanufactured and used products except as alternate bid unless otherwise stated in this call for bids.
11. Bids will be considered on equipment or material complying substantially with Specifications provided each deviation is stated and substitution is described, including technical data when applicable, in a letter attached to bid. The County reserves the right to determine as to whether such substitutions or deviations are within the intent of the specifications and will reasonably meet the service requirements of the using department. In addition to price and applicability, consideration for award may be given to engineering design which adds safety, convenience or adaptability for the use intended. Brand name which may be mentioned in Specifications does not indicate a preference and is used only as a reference to the type and quality of materials or equipment desired.
12. Time of delivery is part of the consideration and must be stated in definite terms as this may be a factor in making the award. If time varies on different items, the bidder shall so state.
13. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for bids. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
14. Bidders must be sure to specify any terms they wish to offer. Cash discounts will be deducted from the base bid in determining the low bidder, except, cash discounts based on payment in less the ten (10) days will not be considered.
15. In case of default by the vendor(s), the County may procure the articles or services from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond

or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

16. The bidder, shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid call. County will provide Hold Harmless form to successful bidder.
17. Successful bidder is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
18. The authorized committee(s) for the County reserves the right to reject any or all bids, or any part thereof, or to accept any bid or part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
19. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
20. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
21. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
22. Sealed bids will be received until _____ then publicly opened and read aloud at _____ in the County Board Committee Room which is located on the first level of the Administration Building in Suite 145.

BIDDERS ARE WELCOME TO ATTEND THIS MEETING

23. If any additional information is needed contact:
Madison County Administrative Services
157 N. Main St. Ste. 59
Edwardsville, IL 62025-1963
Phone: (618) 296-4497
or
Attn: Susan Conway
Phone: (618) 296-4219
24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed by the Madison County Board Chairman and the successful vendor.

25. . Sealed bids received after designated time will be considered “**NO BID**” and as “**VOID**”.
26. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the bid to be automatically rejected.
27. Bidder must comply with the "Preference to Citizens" (Illinois" on Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act), and bidder agrees to execute a Project Agreement and to submit an acknowledgement with bid documents (copy attached)
SHALL BE RESPONSIBILITY OF BIDDER TO VERIFY PREVAILING WAGE SCHEDULE
(Not Required)
28. Bidder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable.)
29. Successful bidders shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause".

This form must be submitted to the County at the same time the contractor files his Performance Bond and Labor/Material Payment Bond.

- 30. Successful bidders, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:**
- 1. Liability Insurance**
 - Commercial General Liability**
 - Products Completed Operations Liability**
 - Contractual Liability**
 - Comprehensive Automobile Liability**
 - 2. Worker's Compensation & Employers Liability \$5000,000.**

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

Bidder shall submit, along with his bid, a copy of his current "Certificate of Insurance".

31. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.

32. With request for payment, in triplicate, the bidder shall furnish a Contractor's Affidavit/Waiver of Lien from all parties concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
33. Bids MUST be submitted on attached bid forms.
34. Madison County reserves the right to reject any and all bids.