

**CHAPTER 18
BIDDING AND CONTRACT PROCEDURES**

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18.01 COMPETITIVE BIDDING REQUIRED

Any work or other public improvement that is not to be paid for in whole or in part by special assessment or special taxation, and all purchases of and contracts for supplies, materials and services shall, except as specifically provided herein, be based whenever possible on competitive bids.

18.02 FORMAL CONTRACT PROCEDURE

All work or other public improvement that is not to be paid for in whole or in part by special assessment or special taxation, and all purchases, orders or contracts for supplies, materials, equipment or contractual services except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000, shall be purchased for the lowest responsible bidder, after due notice inviting bids, unless competitive bidding is waived by a vote of two-thirds of the Aldermen then holding office.

18.03 ADVERTISEMENTS FOR BIDS

Unless waived by the City Council, a notice inviting bids shall be published at least once in a newspaper with general circulation within the City. The City shall also advertise all pending work or purchases by posting a notice on the public bulletin board in the City Hall. A sample notice, titled *Invitation to Bid*, can be found at the end of this Chapter 18.

18.04 SCOPE OF NOTICE

The newspaper notice required herein shall include a general description of the work to be performed or the articles to be purchased, shall state where specifications may be secured and shall specify the time and place for opening bids. A sample *Instructions to Bidders* can be found at the end of this Chapter 18.

18.05 BID DEPOSITS

When deemed necessary by the City Council, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to the return of their bid deposits upon the award of the contract by the City Council. A successful bidder shall forfeit any bid deposit required by the City Council upon his failure to enter into a contract within 10 days after the bid is awarded.

Such bid deposit may be in the form of a bank cashier's check, bank draft, bid bond or certified check bond in an amount as specified in the advertisement for bids to ensure finalization of the contract and to indemnify the City against all loss, damages and claims that may accrue against the City as a consequence of the awarding of the contract.

18.06 BID OPENING PROCEDURE

A. SEALED BID: Bids shall be submitted sealed to the City and shall be identified as bids on the envelope. A sample proposal form can be found at the end of this Chapter 18.

B. OPENING: Bids shall be opened in public at the time and place stated in the public notice. When any bidders are present all the bids shall be read aloud.

C. TABULATION: A tabulation of all bids received shall be made by the City Council or by a City employee, in which event a tabulation of the bids shall be furnished to the City Council at its next regular meeting.

18.07 REJECTION OF BIDS

The City, through the Mayor and City Council, shall have the authority to reject all bids or parts of all bids or waive technicalities when the public interest will be served thereby.

18.08 BIDDERS IN DEFAULT TO THE CITY

The City shall not accept the bid of a contractor who is in default on the payment of taxes, licenses or other money due the City.

18.09 AWARD OF CONTRACT

A. AUTHORITY OF CITY: The City Council shall have the authority to award contracts within the purview of this Chapter 18.

B. LOWEST RESPONSIBLE BIDDER: Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interests of the City to accept. In awarding the contract, in addition to price, the City Council shall consider:

1. The ability, capacity and skill of the bidder to perform the contract and to provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

4. The quality of the performance of previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the supplies or contractual services to the particular use requires;
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and
9. The number and scope of conditions attached to the bid.

C. **PERFORMANCE BONDS:** The City Council shall have the authority to require a performance bond, before entering into a contract, in such amounts as it shall find reasonably necessary to protect the best interests of the City and to conform to the statutory requirements for such bonds.

18.10 OPEN MARKET PROCEDURE

All work and purchases of supplies, materials and services of less than the estimated value of \$10,000 shall be made in an open market, without newspaper advertisement and without observing the procedure prescribed by this Chapter 18 for the award of formal contracts in such a manner so as to ensure the best interests of the public after solicitation of bids on proposals by mail, telephone, facsimile transmission or otherwise.

18.11 OFFICER AND EMPLOYEE CONTRACTS

Contracts with appointed officers and/or employees shall be exempt from the provisions of this Chapter 18.

18.12 EMERGENCY PROCEDURES

In case of an apparent emergency that requires immediate work or purchase or supplies, materials or services, the City Council shall be empowered to secure by open market procedures as herein set forth, at the lowest obtainable price, any work, supplies, materials or services regardless of the amount of the expenditure. A finding of such an emergency shall be made in an affirmative vote of at least two-thirds of the City Council at the time of such emergency contract or no later than the first regular City Council meeting thereafter.

18.13 COOPERATIVE PURCHASING

The City shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the City would be served thereby.

18.14 STATE AND FEDERAL LAWS

Where applicable, all federal and state laws shall be observed including, but not limited to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.), the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.),

Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), the Illinois Blacklist Trade Law (775 ILCS 15/1 et seq.) and the Public Works Preference Act (30 ILCS 560/0.01 et seq.).

18.15 PENALTY

A. Any bid and/or contract in contravention which results from procedures in contravention or inconsistent with those set forth in this Chapter 18 shall be void.

B. Any person violating any portion of this Chapter 18 shall be fined not less than \$100 nor more than \$500, for each offense and be responsible for the City's cost of prosecution. Each day that a violation continues shall be considered a separate offense.

INVITATION TO BID
City of Marengo

Invitation to Bid: The City of Marengo will receive bid quotations for _____
_____.

Sealed bids will be received in the office of the City Clerk until _____, Prevailing Time,
_____ and opened in the Council Room at that time.

The contractor shall observe ordinances adopted by the City regarding prevailing wage rates and such other laws and regulations regulating wage rates.

Each bidder shall certify evidence of an adopted written sexual harassment policy pursuant to 775 ILCS 5/1-105 along with the bid.

The City reserves the right to modify or waive technicalities in specifications, reject any or all bids, to waive irregularities or accept the bid that in its opinion will serve its best interest. It is the successful bidder's responsibility to pay the prevailing wage for this type of work in accordance with Illinois law as well as comply with all other state and federal regulations imposed on the City pertaining contractual work. Detailed specifications and bid forms may be secured from the Marengo City Hall, 132 East Prairie Street, Marengo, IL 60152, during regular business hours.

INSTRUCTIONS TO BIDDERS

***FOR THE CITY OF MARENGO,
McHENRY COUNTY, ILLINOIS***

1. Receipt of Bids:
2. Basis of Bids: Sealed bids will be received until the above-noted time and date.
3. Project Description:
4. Preparation and Submission of Bids:
 - A. Each bid shall be submitted in duplicate on the exact form furnished. All blank spaces for bid prices, unit costs and alternatives must be filled in, in ink, in both words and figures. In case of any discrepancy in the amount of the bid, the prices expressed in written words shall govern.
 - B. The proposal must be delivered to the office of the City Clerk, Marengo City Hall, 132 East Prairie Street, Marengo, IL 60152, on or before _____, prevailing time, _____, at which time they will be publicly opened. Proposals received after this time will not be considered.
 - C. The proposal shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm or corporation submitting the bid and the title of the project.
 - D. Bidders may attach separate sheets to the proposal form for the purpose of explanation, exception or alternate proposal and to cover unit prices required.
 - E. By submitting a bid, the bidder understands and agrees that, if that proposal is accepted and the bidder fails to enter into a contract forthwith, the bidder shall be liable to the City for any damages the City may thereby suffer.
 - F. Bids may not be modified after submittal. Bidders may withdraw proposals either personally or by written request at any time before the hour set for the bid opening, but may not resubmit them. No proposal may be withdrawn or modified after the bid openings except if the award of contract has been delayed for a period more than 45 days.

5. Basis of Award:
 - A. The City of Marengo reserves the right to waive any informality in or to reject any or all bids and to accept any bids deemed most favorable to the interest of the City after all bids have been examined and tabulated.
 - B. The City may award a contract on individual items within a particular group or upon the total group of items.
6. Breakdown of Costs: Delivered and Installed: Include unit and total costs per item for the delivery of the item[s] (uncrated and blanket wrapped in padded vans and installation of the item[s] --- optional) to their designated locations ready for use.
7. Substitutions:
 - A. Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted if, in the opinion of the City, they are equal to those specified in quality, performance, design and suitability for intended use. When two or more items are specified, the selection among those specified is the contractor's option, or contractor may submit a bid on all such items.
 - B. Bids shall be based on materials and equipment included in the specifications. Substitutions for the purpose of evaluating bids will be considered only if proposed substitutions are set forth in a sealed bid and will only be accepted prior to the award of contract. The offer of substitutions shall be an integral part of the proposal, appearing immediately after all requested bids and before the signature of the bidder for the entire proposal.
 - C. Substitutions of materials other than those specified will not be considered in the base bid price. However, other substitutions may be listed in the specified place in the proposal form, with the indication of the change in the base bid price for the entire work.
 - D. In addition to the requirements heretofore mentioned, in order for substitutions to qualify for consideration, the following shall accompany each proposal:
 - I. Each proposed substitution shall be itemized showing manufacturer's name, catalog number, quantity, unit cost and total cost. The bidder shall prepare the necessary forms to list his substitutions in the manner outlined.

- II. Each proposal offering substitutions shall be accompanied by descriptive literature, catalog data, complete technical specifications and reports of all pertinent tests concerning the bidder's proposed substitutions.

- III. Within five days after request by the City, each bidder offering substitutions shall deliver an assembled sample of each proposed substitution. Delivery charges shall be prepaid by the bidder.

CITY OF MARENGO
PROPOSAL FORM
(To Be Submitted in Duplicate)

PROJECT IDENTIFICATION NAME:

CONTRACTOR'S NAME:

ADDRESS:

TELEPHONE NUMBER:

1. Cost of Work:

The undersigned, having familiarized himself with the conditions affecting the cost of the work and its performance and having carefully examined and fully understood **Instructions to Bidders**, hereby affirms and agrees to enter into a contract with the **City of Marengo, Marengo, Illinois**.

TO PROVIDE, all supervision, labor, material, equipment and all other expense items to perform completely the **Entire Work** covered by all specifications for the **Entire Work**.

For the lump sum of: _____
Dollars (\$ _____)

Unit Price _____ Total Price _____

2. Costs:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the **Contract Documents** considered severally and collectively. All bids shall be held valid for a period of 45 days after the bid due date.

3. Delivery Requirements:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item[s] (uncrated and blanket wrapped in padded vans and the installation of the item[s] ---optional) to their designated locations ready for use.

4. Time of Completion:

The undersigned affirms and declares that if awarded the Contract he will completely perform said contract in strict accordance with its terms and conditions within _____consecutive calendar days after notification of award of contract.

5. Specifications:

Furnish all labor, material, equipment and services necessary for said Contract, in accordance with the following specifications and drawings (if required) as attached.

6. Conditions:

- A. I understand the City is exempt from Federal Excise Tax and the Illinois Retailer's Occupation Tax. I hereby certify that this **Proposal** does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead and profit.
- C. The City reserves the right to add to or deduct from base bid and/or alternate bid any item at the prices indicated in itemization of bid.

7. Alternate Materials and Equipment:

- A. Whenever, in any section of the contract document, any article, material or equipment is defined by describing a proprietary product, by using the name of a manufacturer or vendor, the specific article, material or equipment mentioned shall be understood as indicating the type, function and equality desired and shall not be construed in such a manner as to exclude manufacturer's products or comparable quality, design and efficiency as approved by the City Engineer.
- B. All materials, construction procedures and methods within the contract documents set for a minimum condition.
- C. All materials furnished on this project shall bear the manufacturer's guarantee that materials furnished follows specifications as herein enumerated. No such material shall be used on the project until such manufacturer's or supplier's guarantee shall be furnished in writing to the City Engineer.
- D. When requesting use of alternate materials or equipment, provide the following in writing to the City and City Engineer:
 - 1. Written request for approval.

2. Cost benefits and savings for the City.

3. Product description.

E. Requests shall be made in a timely fashion to allow for adequate review.

F. No alternate materials or equipment shall be ordered or installed without written approval of the City.

(If a corporation)

Name _____

By (signed) _____

Office _____

Address _____

ATTEST:

Telephone No. _____

Date _____

Secretary