

## **PURCHASING PROCEDURES USED FOR BIDDING**

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- A. The user provides the specifications.
- B. Purchasing reviews the specification and asks for revisions or further explanation/justification of the specification.
- C. Purchasing creates a final bid document and asks for any prospective bidders from the user.
- D. Purchasing adds to the bidders list from the bid file, or does research for additional bidders.
- E. The finished document has Instructions to Bidder, contact times and conditions, and other requirements, plus specification and pricing/signature page.
- F. Bids are sent out, and Legal Notice placed in newspaper.
- G. Bids are received by Purchasing and opened at the specific stated bid opening time. All attendees at the opening sign in.
- H. Bids are summarized and sent to requestor for technical evaluation. A copy of the bid summarization included EEO Certification status.
- I. Requestor creates Council memo and makes final verification of EEO status.
- J. If approved by Council, Purchase Order or Contract is issued.
- K. If under \$10,000 user recommends winner. (If the low bid is not selected a written explanation must be made why the low bidder was not chosen). Purchase Order or

Contract is issued.

L. If under or over \$10,000, if the low bid is not selected a written explanation must be made why the low bidder was not chosen.

M. Purchasing oversees the whole process.

Following this page is the Standard Instructions to Bidders that go with every bid. Purchasing does not do construction engineering bidding. They do their own.

## **INSTRUCTIONS TO BIDDERS**

**ACCEPTANCE OF BIDS** - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any nonmaterial informality or irregularity in the bids received. The City will award the bid as described below or reject all proposals within sixty (60) calendar days from the bid opening date.

**ADDITIONAL COPIES OF SPECIFICATIONS** - Bidders may secure additional copies of the bid specifications from the City Purchasing office.

**BID ENVELOPE IDENTIFICATION** - Bidders shall submit their proposal in a sealed envelope (sealed bid) which shall be clearly labeled with the company name and address. Bidders are requested to indicate In the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING BID, BID NUMBER, DATE AND TIME THE BID IS DUE.

**MAILING OF BIDS** - Two copies of all bid proposals are to be mailed or delivered to the City Purchasing Manager, Room 112, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1217. Proposals will not be accepted by FAX, telephone or telegraphic means. The City Purchasing Manager can be contacted at (309) 494-8582.

\* **CLOSING TIME** - The Bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due.

**AWARD** - An award will be made to the lowest qualified proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award.

**WITHDRAWAL OF BIDS** - Bidders may withdraw their proposals at any time prior to the bid closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw his bid for a period of sixty (60) calendar days from the bid opening date. Negligence on the part of the bidder in preparing a proposal confers no right of withdrawal or modification of a proposal after it has been opened. No bid will be opened which has been received after the closing time specified in the bid proposal and it will be returned unopened to the bidder.

**ALTERNATE BIDS** - The specifications describe the supplies and/or service, which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate bids. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications of the items offered.

**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 prices 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. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his authorized representative.

**DISCOUNTS** - Cash discounts for payment within twenty (20) days or more will be considered in the

awarding of the bid. Discounts of less than twenty (20) days will not be considered in the bid evaluation.

Where the net bid is equal to a bid with a cash discount deducted, the award shall be made to the net bid.

Discounts will be figured from the date of delivery and acceptance of the articles, or in the case of incorrect

invoice, from the date of receipt of corrected invoice.

**SIGNATURES** - Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

**INVESTIGATION** - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid proposal. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

**EQUAL EMPLOYMENT OPPORTUNITY** - All supplies to the City of Peoria, Peoria County and Peoria Park District must be registered in the Peoria Contract Compliance Program and have a current Certificate of Compliance number. A supplier must renew their certification yearly. The Certification number must be entered on the bid proposal form in the space provided. State or Federal EEO Certification programs and numbers are not accepted. Blank employment report form (Form CC-1) or the renewal form may be included with the bid package. If not, the form can be requested by calling or writing:

City of Peoria

Equal Opportunity Office (EEO)

419 Fulton St, Rm 108

Peoria, IL 61602-1217

(309) 494-8530

A non-certified bidder will not be disqualified as long as Form CC-1 or renewal form is included in the bid package or sent to the EEO Department within five (5) days after the bid closing date. The bidder will have five (5) working days after notification of award to be certified. It may take more than five (5) days to certify, so it is recommended the process be started upon receipt of the bid forms. Failure to submit the form, and failure to obtain certification in the time limit stated, will result in rejection of the bid. The successful bidder will be required to conform to the requirements of Section 17-120 of the Peoria City Code, titled Affirmative Action Requirement for contracts with City@.

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

**RESPONSES** – A response is requested of all bidders even if it is a "no bid".

**BID DEPOSIT** – Every bid exceeding five thousand dollars (\$5,000) shall be accompanied by a deposit, which deposit shall be in the form of either a certified check, cashier's check or bid bond issued by a guarantee company satisfactory to the Government Counsel for a sum equal to ten percent (10%) of the amount bid. Bid checks shall be made payable to the Treasurer of the City of Peoria.

## **CONTRACT TERMS**

**PERFORMANCE BOND** – The successful Bidder will be required to furnish a performance bond equal to the full amount of the contract, whenever the contract exceeds five thousand dollars (\$5,000). The surities on the bond are subjected to the approval of the Government Counsel. The cost of the bond shall be borne by the contractor. The bond shall be on a form supplied by the Government.

**TAXES** - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the bidder must show the amount of tax included in the unit price.

**CITY'S AGENT**- The City Purchasing Manager shall represent and act for the City in all matters pertaining

to the bid proposal and contract in conjunction thereto.

**PATENTS** - The successful bidder agrees to protect, defend and save the City 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.

**HUMAN RIGHTS ACT** - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. And as amended. The provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment written policies.

**NON-COLLUSION** - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed by the bidder or the bid will not be considered for acceptance.

**DEFAULT** - In case of default by the contractor, the City will procure the articles or services from other

sources and hold the contractor responsible for any excess cost incurred.

**CANCELLATION** - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102". The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

**PRICES SPECIFIED** - We agree to furnish the material or services according to the City's plans, specifications and conditions and at prices specified hereon.

**BID-RIGGING OR BID-ROTATING** - By the signing of this bid, the Bidder is certifying that the company is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720 ILCS, Section 5-33E -3 and 5/33E -4.

**DELINQUENT PAYMENT** - By the signing of this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code ;and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

**PERMITS AND LICENSES** - The successful bidder shall obtain, at his own expense, all permits and licenses which may be required to complete the contract.

**INSURANCE** - Contractor will be required to carry a minimum \$500,000 BI & PD combined occurrence insurance and Workers= Compensation Insurance as required by the State of Illinois. Certificate of Insurance shall be furnished prior to starting work.

**PRECEDENCE** - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the A Instructions to Bidders @.

**PREVAILING WAGES** -- The supplier may be required to pay Aprevailing wage rates @ as specified by the Illinois Prevailing Wage Act. Additional information can be obtained from Illinois Department of Labor, Division of Conciliation and Mediation, phone (217) 782-6206.

**AFFIRMATIVE ACTION REQUIREMENTS** - AThe contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the city written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors. @

AThe contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim. @

**REFERENCE** – All of the contract terms shall be incorporated by reference into any written contract.