INSTRUCTIONS TO BIDDERS
FOR SALE OF SURPLUS EQUIPMENT

1. Each bid shall be in an opaque, sealed envelope. The envelope shall be marked on the outside with the name of the Bidder and the name of the project, material or equipment on which he is bidding, together with the number of Addenda received as follows:

RETURN ADDRESS
(Individual, Company or Corporation)
(Street Address)
(City, State, Zip Code)

TO: City Finance Officer
City of Vermillion City Hall
25 Center Street
Vermillion, SD 57069

BID ON _____
(material, equipment or project)
TO BE RECEIVED _____
(day, month, year)
TIME _____
(hour, A.M. or P.M. CST or CDT)
ADDENDA RECEIVED: No. _____

2. ALL BIDS must be accompanied either by a ***certified check, cashier's check, or bank draft payable to the City of Vermillion, South Dakota, in the amount of ten percent (10%) of the total BID***, said check to be drawn on a state or national bank. The CHECK of the successful bidder will be applied on account of the purchase price or by the City as liquidated damages if the successful BIDDER should default in payment of the balance of the purchase price in accordance with the BID when notified of the award.

3. The balance of the purchase price shall be paid to the City of Vermillion, South Dakota, by certified check, cashier's check, or bank draft within ten (10) days after notice of the award. Upon payment of the balance of the purchase price, the City of Vermillion, South Dakota, will permit purchaser to take possession of the equipment purchased.

4. The certified check or other guarantee posted by each unsuccessful bidder will be returned within ten (10) days after such letting.

5. Any person who plans to bid on the project, material or equipment may submit to the Engineer a written request for an interpretation of any part of the drawings and/or specifications or contract documents prior to the time set for opening bids. Any requested interpretation will be in writing by the Engineer.

6. No bid will be accepted from, or contract awarded to any person who is in arrears upon any debt to, or in default upon a contract with the City of Vermillion, South Dakota, or who is a defaulter as surety or otherwise, upon any obligation to the City of Vermillion, South Dakota, or who may have in a former contract with said City, in the opinion of the Governing Body thereof, failed to perform work satisfactory as to character, quality or time.

7. Bidders are warned that any bid, which is materially deficient in any of the following requirements, will be rejected as informal.

(a) All proposals and their accompanying statements must be made upon printed proposal forms provided by the City and attached to the specifications. The proposal form may be removed from the specification package and submitted in a sealed envelope.

(b) Any bid or proposal that is modified, altered or conditioned by the bidder in such a way that it will affect the total bid amount shall be considered "not according to specifications" and therefore shall be rejected.

(c) Alternate bids, options or discounts written on proposal forms will not be considered in awarding the contract unless requested by the City.

8. Any bid may be withdrawn by letter, by telegram, or in person before the time set for the opening of the bids. Bids may be modified by mail or telegram but said modifications must be received prior to the time set for the opening of the bids. Telegraphic modifications shall not reveal the bid price but, shall set forth the modifications in such a manner that the final prices or terms will not be known to the City until the sealed bid is opened. Any telegraphic modifications may not be withdrawn after the time set for the opening of bids. All telegraphic modifications must be confirmed in writing by the successful bidder before award of the contract. No bid shall be changed or altered by telephone.

9. The City may waive any informality or minor defects, accept any considered advantage to the City, or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof.

10. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

END OF INSTRUCTION TO BIDDERS