

INSTRUCTIONS TO BIDDERS

1.00 CONTRACT DOCUMENTS: Contract Documents that will form the Contract are:

1. The Lease Agreement and its Attachments¹.
2. The Notice to Bidders ("Invitation to Bidders")
3. The Instructions to Bidders
4. All Addenda to the Bid Documents
5. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
6. Successful Bidder's submittals.

1.01 DEFINED TERMS:

1.01(A) Bidder: The individual or entity who submits a Bid directly to the Owner.

1.01(B) Successful Bidder: The highest and best Bidder to whom Owner makes an award.

1.01(C) Owner: Westfield Washington Schools

1.02 INSPECTION OF THE SITE: Bidders shall examine each of the Contract Documents, visit the site of the proposed leased land and thoroughly and fully inform themselves of the hazards, procedures, labor, conditions and factors, which could affect the farming, access, and operation of the agricultural site. Such considerations shall include; the conditions of existing soil, structures, and facilities which may be affected by operations, the procedure necessary for obtaining necessary governmental approvals to use the land, the availability and cost of labor and methods for transporting, handling, and storage of supplies, materials, machinery, and equipment. All such factors shall be properly investigated and considered in the preparation of the Bidder's Bid. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the lease of the land.

1.03 OMISSIONS AND DISCREPANCIES: Should Bidders find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, written notification should be made to Westfield Washington Schools' CFO via email: Tomamichelb@wws.k12.in.us Interpretation of the proposed contract documents will be made only by written addendum. A copy of each addendum will be posted at the Owner's web site at <https://www.wws.k12.in.us/Page/1305> The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

2.00 BIDS: Pursuant to the "Invitation to Bidders" bids will be received by the CFO, Westfield Washington Schools, 1143 East 181st Street Westfield, IN 46074-8926, until **4:00 p.m. EST on February 25, 2019**. Any bids received after this designated time will be rejected and returned unopened. The bids will be opened and read aloud at a meeting open to the public at Westfield Washington Schools, 1143 East 181st Street Westfield, IN 46074-8926 . Bids will be reviewed and the award may be made at the next meeting or a subsequent meeting of the Board of Westfield Washington Schools.

2.01 BID FORM: Each Bid shall be legibly written or printed in ink on a Bid Form with annual lease and revenue sharing rates. All addenda to the Contract Documents on which a Bid is based, properly

¹ Sample contract provisions are provided in Exhibit A. Any requested changes to the sample provisions must be submitted with the response. Owner reserves the right to reject any of these requested changes. It is Owner's expectation that any material elements of the contract will be substantially finalized prior to contract award. To reiterate, it is Owner's strong desire to not deviate from the sample contract provisions provided in the attachment and as such Owner reserves the right to reject any and all of these requested changes

signed by the Bidder, shall accompany the Bid when submitted. No alteration in any Bid, or in the Bid Form on which it is submitted, shall be made by any person after the Bid deadline has passed.

2.02 BID SIGNATURES: Each Bidder shall sign their Bid using his/her usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A Bid by a person who affixes to their signature the word "president" or "secretary", "agent", or other designation without disclosing their principal may be held to be the Bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished. Two Bids under different names will not be accepted from one firm or association.

2.03 BID SUBMISSION: Each Bid submitted shall be enclosed in an envelope or wrapping, addressed to the Westfield Washington Schools, 1143 East 181st Street Westfield, IN 46074-8926, identified on the outside with the words "BID", and the name of the project.

2.04 INDIANA LEGAL REQUIREMENTS: Owner has determined a lease of its land would be in its and the public's best interest. Each Bidder shall submit under oath with his/her Bid a statement of their experience, proposed plan for constructing & operating the tower and leasing the land, machinery, equipment, materials, supplies, and labor available to perform the work, and a financial statement. The statements shall be submitted in a format similar to Section II and III of Questionnaire Form No. 96 of the Indiana State Board of Accounts.

2.05 BID SECURITY: Each Bid shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than one percent (1%) of the total Bid. No personal and/or company checks will be accepted or the Bid shall be deemed unresponsive. The Bid security shall be made payable without condition to the Westfield Washington Schools and the amount of said Bid security may be retained by and forfeited to the Owner as liquidated damages if the Bid covered thereby is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made and confirmed by the Owner.

2.06 RETURN OF BID SECURITY: The Bid security deposit of each unsuccessful Bidder will be returned when his/her Bid is rejected. The Bid security deposit of the Bidder to whom the Contract is awarded will be not be returned when the Successful Bidder executes a contract and will be allocated toward the annual lease rental payment. The Bid security deposit of the second and third highest and best Bidders may be retained for a period not to exceed fifteen (15) days pending the execution of the Contract by the Successful Bidder.

2.07 WITHDRAWAL OF BID: No Bidder may withdraw his/her Bid for a period of ten (10) days after the date and hour set for the opening. A Bidder may withdraw his/her Bid at any time prior to the expiration of the Bid period during which Bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid.

2.08 ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the Bid submitted by the highest and best Bidder and may consider factors outlined under Indiana law and in the Qualification of Bidders paragraph; to reject any or all Bids; and to waive irregularities or informalities in any Bid. Bids received after the specified time of closing will be returned unopened. The acceptance of a Bid shall bind the Successful Bidder to execute the Contract.

3.00 QUALIFICATION OF BIDDERS: To be considered, Bidders shall submit satisfactory evidence that they have the necessary financial resources, labor, equipment, machines, and supplies for the Project. Each Bidder shall execute IRS Form W-9 and shall file the same with their Bid. The information contained therein shall be used by the Owner to determine the ability, experience, and capital resources of the Bidder. In determining the Bidder's qualifications, the following factors will be considered: whether the Bidder (a) has

the necessary financial and nonmonetary resources to meet all obligations incident to leasing the land; (b) has appropriate technical experience; and (c) can be added as an approved vendor with the Westfield Washington Schools. The Owner may consider the following factors: whether the Bidder has submitted a bid or quote that conforms in all material respects to the specifications; whether the Bidder has submitted a bid that complies specifically with the invitation to bid and the instructions to Bidders; whether the Bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract. The Owner may also consider the following factors: the ability and capacity of the Bidder to perform the work; the integrity, character, and reputation of the Bidder; the competence and experience of the Bidder. Each Bidder may be required to show that previous operations have been handled in such a manner that there are no just and proper claims pending against such operations. No Bid will be accepted which is submitted by a Bidder who is engaged in any work which would impair their ability to finance the project covered by such Bid or to provide suitable machines, vehicles, materials, supplies, and equipment for its agricultural operations.

4.00 EXECUTION OF CONTRACT: Any Bidder whose Bid shall be accepted will be required to appear at the Westfield Washington Schools, 1143 East 181st Street Westfield, IN 46074-8926 in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within ten (10) days after notice that the Contract has been awarded to them. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Bid. The amount of the Bid security accompanying the Bid of such Bidder may be retained by the Owner as liquidated damages for such breach. In the event that any Bidder whose Bid shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Owner may at its option, determine that such Bidder has abandoned the Contract and thereupon their Bid and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as provided herein.

4.01 INSURANCE: The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the Contract Documents, the amount of insurance of the various types being not less than the amounts specified therein.

4.02 PAYMENTS: Payment for all rent under the proposed contract will be made in cash, or its equivalent, by the Successful Bidder as outlined in the Contract Documents.

4.03 TAXES AND PERMITS: The Successful Bidder shall be responsible for obtaining all necessary permits, licenses, and approvals from any governmental agency.

4.04 WORKER'S COMPENSATION: The Successful Bidder shall obtain insurance in compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act.

4.05 PERFORMANCE BOND: The Bidder to whom a contract is awarded will not be required to furnish a Performance Bond to the Owner.

4.06 PAYMENT BOND: A Payment Bond is not required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services.

4.07 LOCAL MATERIALS: Preference will be given to Bidders who use materials, products, supplies, and all other articles produced, manufactured, made, or produced in the State of Indiana.

4.08 NON-DISCRIMINATION IN EMPLOYMENT: Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

4.09 Respondents are advised that materials contained in proposals are subject to Indiana public access laws, and, after the contract award, the entire bid file may be viewed and copied by any member of the public, including news agencies and competitors.

4.10 Submission by Bidders serve as a representation the Bidder has no current or outstanding criminal, civil, or enforcement actions initiated by any governmental entity within Indiana, and it agrees it will immediately notify Owner of any such actions. The Bidder also certifies neither it nor its principals are presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory

or judicially required reports or payments to any governmental entity within Indiana. The Bidder agrees Owner may confirm, at any time, that no such liabilities exist, and if such liabilities are discovered, Owner may bar the respondent from contracting with Owner.

- 4.11** Bidders are responsible for any and all costs associated with their submissions and the bidding process.