



CITY OF PORTSMOUTH STANDARD

INSTRUCTIONS TO BIDDERS

BIDDERS SHALL CAREFULLY EXAMINE SPECIFICATIONS AND INSTRUCTIONS.

1. BID FORM

- a. Bid shall be submitted on the designated form, with blank spaces properly filled.
- b. Bid shall be signed in longhand on the bid form below the typed name of the person authorized to bind the bidder to a contract. Bid must be signed in order to be considered responsive.
- c. If the bidder is a corporation, bid must be signed with the legal name of the corporation and the signature of a person authorized to bind a corporation to a contract.

2. QUESTIONS

- a. Any questions about specifications shall be submitted to the Bid writer or contact person indicated on the ITB cover sheet, not less than 48 hours prior to the bid opening, by telephone or in writing.
- b. Necessary replies will be sent to all bidders of record as an addendum which becomes part of the bid package.
- c. Oral instructions do not form a part of the bidding instrument.

3. SUBMITTAL OF BIDS

- a. Bids shall include all costs as described and indicated by the specifications. Unit price will prevail.
- b. Bids should be submitted in a sealed envelope provided by the bidder, with bid number and bid closing date written on outside of the sealed envelope. Larger envelopes may be used to submit bid package; however, the official bid number & closing date must be clearly indicated on the outside of the envelope.
- c. It is the sole responsibility of the bidder to have his bid submitted at the place and by the time shown on the bid form. Bids received after this time will not be considered.
- d. Telephone or FAX bids are not acceptable.

- e. After three (3) consecutive “no responses” in any given commodity/service classification, the City reserves the right to remove the company from the bid list for that commodity/service.

4. CONDITIONS OF BIDS

- a. Each bidder is responsible for informing himself fully of the conditions relating to the project. Failure to do so will not relieve a successful bidder of his obligation to perform as per the provisions of the contract.
- b. After bid opening, all bids submitted shall be good and may not be withdrawn for a period of (90) calendar days unless otherwise specified by bidder.
- c. The procedure for bid withdrawal shall be stated as follows: The bidders shall submit to the purchasing agent his original work papers, documents, and materials used in the preparation of the bid within two (2) days after the date fixed for opening of bids. The work papers shall be delivered by the bidder in person or by registered mail. Such mistake shall be proved only from the original work papers, documents, and materials delivered as required herein.
- d. Specifications or certain brand names used are considered to be a minimum for acceptance by the City of Portsmouth. Alternate bids are acceptable only if alternate is equal to or better than that specified. The City will be the sole body to determine acceptable alternatives/equality.
- e. Bidders shall include manufacturer’s name, make, model number, and any warranties where applicable.
- f. The City may require more complete detailed specifications on items quoted or samples prior to bid award, at no expense to the City. If not destroyed or used during testing, samples will be returned at the bidder’s request

and expense.

5. REJECTION OF BIDS

The City may reject a bid if:

- a. The bidder misstates or conceals any material fact in the bid, or if,
- b. The bid does not strictly conform to the law or the requirements of the bid, or if,
- c. The bid documents are in any respect incomplete, or if,
- d. The bid is conditional, except that the bidder may qualify his/her bid for acceptance by the City on an “All or None” basis or a “low item” basis. An “All or None” basis bid must include all items upon which bids are invited.

6. AWARD OF CONTRACT

- a. The contract will be awarded to the lowest responsible and responsive bidder whose bid, conforming to the contract documents, is most advantageous to the City, considering price and any other evaluation criteria set forth in the bid documents.
- b. In the case of a tie bid, preference shall be given to goods, services, and construction produced in the City of Portsmouth or provided by City of Portsmouth persons, firms, or corporations, if such choice is available; otherwise, the tie shall be decided by lot. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. Prior to such considerations, however, delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking tie bids.
- c. Prices must be quoted f.o.b. Portsmouth with all transportation charges prepaid, unless otherwise specified elsewhere in the “Invitation to Bid: Special Terms and Conditions.”
- d. Where the bid involves the furnishing of separate items or groups of items, the City reserves

the right to make partial awards to different bidders for certain items or groups of items of the bid unless bidder qualifies his bid otherwise.

- e. In the case of an award of a bid or cancellation of a contract in which the low bidder is declared non-responsive or non-responsive, the bid may be awarded to the next low bidder, at the original bid price of that bidder, during the initial term of the contract.
- f. Competitive Negotiation projects will be solicited by Requests for Proposals and awarded in accordance with City Code Sections 12-276 and 12-278.
- g. Some bid invitations request that pricing be submitted for multiple years. Unless otherwise indicated in the bid specifications, bid will be awarded based on first year bid prices only. The City reserves the right to exercise contracts for subsequent years as an option based upon appropriation of funds, current needs, and service record of the vendor.

7. CANCELLATION OF BIDS

- a. The City reserves the right to cancel the "Invitation to Bid," and to reject any or all bids in whole or in part whenever the Purchasing Agent or designee determines that such action is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid where such action serves the City's best interest.
- b. Either party to a contract agreement shall have the right of cancellation, with or without reason, by serving notice on the other party, by registered mail, return receipt requested, of such intent to cancel the entire contract at least 30 days prior to any such proposed cancellation date.

8. NONAPPROPRIATION

Agreements are made subject to the appropriation of funds by the City Council of the City of Portsmouth, Virginia, and are null and void in the event of nonappropriation by the City Council. Nonappropriation

+shall not be deemed a cancellation
-nd shall terminate this agreement without recourse and with no liability on the part of the City.

9. LAWS AND REGULATIONS

All applicable state laws, municipal ordinances, and rules and regulations of the authority having jurisdiction over the project/contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full herein. Article V of the Portsmouth City Code, entitled "Public Procurement," is the local governing ordinance.

10. ETHICS

By submitting their signed bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

11. NONDISCRIMINATION

It is the policy of the City of Portsmouth not to discriminate on the basis of race, sex, age, ethnicity, religion, or handicap in employment of the provision of goods and services. All contract documents shall include the following provisions:

- a. During the performance of the contract, the contractor agrees:
 - 1. That the contractor will not discriminate against any employee or applicant for employment because of **race, religion, faith based organization, color, sex, national origin, age, disability** or any other basis prohibited by State law. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2. The contractor will include the provision on the foregoing paragraphs in every subcontract or purchase so that the provisions will be binding upon each subcontractor or vendor.

12. BID DOCUMENTS

These terms and conditions shall also become part of the contract documents and shall be binding upon the bidder to whom award is made.

13. BID ADDENDUMS

All addendums issued by the City must be signed by a person authorized to bind the contractor and returned. By doing so, vendor acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the bid package and supercedes original specifications that are changed by the addendum.

14. CONTRACT EXTENSIONS

The City reserves the right to offer contract extensions to successful bidders with no increase in bid price or with pricing as specified within the bid package.

15. PAYMENT TERMS

The City generally pays within 30 days of receipt of invoice (Net 30). Payment term discount offers will be considered in award of bid; however, payment term discounts of greater than 5% and/or less than 20 days will not be considered.

THE CITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN BIDS AND TO PURCHASE ANY PART OF OR THE WHOLE OF THE ITEMS LISTED.