

## INSTRUCTIONS TO BIDDERS

1. **BID DOCUMENTS:** The City's e-procurement site is the only authorized source for obtaining accurate Bid documents. All addenda and notices related to this procurement will be posted by the City on the e-procurement site.

Bid documents obtained from any other source may be incomplete and Bidders risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive, and eliminating the bid from award. In the event this bid is obtained through any means other than the City's e-procurement system, the City will not be responsible for the completeness, accuracy, or timeliness of the final Bid documents received from those other sources. Bidders must use complete bid information for accuracy when preparing bids. This City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bids.

Location of Bid Documents:

- Official City Bids are available after registration at [www.lancaster-tx.com/purchasing](http://www.lancaster-tx.com/purchasing) by selecting the e-Bid.
- Select Supplier Registration to Register to obtain access.

***There are no fees*** to view or participate in any procurement process.

2. **PREPARATION OF BID:** Bidders are expected to carefully examine all documents that make up this bid, including all addenda, attachments, and exhibits to thoroughly familiarize themselves with all requirements prior to submitting a bid. Upon examination of the solicitation and discovery of any discrepancies, inconsistencies, errors, or ambiguities in, or omissions from the solicitation documents, or should the bidder be in doubt of any meanings, the bidder shall promptly request written clarification or correction to [purchasing@lancaster-tx.com](mailto:purchasing@lancaster-tx.com).

Bid Preparation Costs: All costs associated with the preparation of response for this bid or any other City solicitation shall be borne by the bidder, and not the City.

3. **RESTRICTION OF COMMUNICATION:** All communications relating to this solicitation is required to be in writing and directed to the City's Purchasing Agent. All other communications between a Bidder and City staff, and/or public official/s concerning any part of this solicitation is strictly prohibited. Failure to comply with this requirement may result in the City disqualifying the Bidder's submittal (bid).
4. **MINIMUM STANDARDS:** Specifications listed herein describe the expected minimum standards. If the Bidder takes any exceptions, the Bidder is responsible for indicating each deviation from the specifications, including an explanation, justification, or applicable literature for the deviation, and initialed by representative taking exception(s). All exception must be submitted at time of bid submittal. The City reserves the sole right to accept or reject, in whole or part, any proposed exceptions. The absence of any indications will be interpreted as Bidder's complete compliance with the entire specification.

### 5. EXPLANATION OF BID LANGUAGE:

- A. It is the intent and purpose of the City of Lancaster that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Agent if any language, requirements, or combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Agent.
- B. Any explanation, clarification, questions, or interpretation desired by a Bidder relating to any part of this solicitation must be requested in writing to the Purchasing Division not less than five (5) business days before bid closing. Request for explanations or clarifications may be emailed to [purchasing@lancaster-tx.com](mailto:purchasing@lancaster-tx.com). The request must clearly identify the bidder's company name, point of contact and bid number. Any written information given to one (1) Bidder concerning a solicitation will be furnished to all Bidders in the form of an addendum or bid message.

- C. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding.
- D. **Reservations:** The City expressly reserves the right to:
  - (a) Specify approximate quantities in the bid.
  - (b) Extend the bid opening date and time.
  - (c) Add additional terms or modify existing term.

**6. ADDENDA:**

- A. Any interpretations, clarifications, and changes made will be in the form of written addenda issued by the Purchasing Division.
- B. Oral answers received by any member of the Purchasing Division or requesting Department will not be authoritative, and the City will not entertain any protest based on a verbal instruction.
- C. It is the bidder's responsibility to obtain, review, and acknowledge all addenda.
- D. Addenda are available through the City's e-procurement site, Ion Wave at: [www.lancaster-tx.com/purchasing](http://www.lancaster-tx.com/purchasing). It is the responsibility of the Bidder to ascertain if any addenda have been issued, to review such addenda, and to acknowledge executed addenda with their bid. The City will not consider any request to re-open a bid because of failure by Bidder to secure addenda in accordance with this bid.

**7. BID COMPLIANCE:**

- A. All items contained in the bid must be in total compliance with the specifications in this solicitation.
- B. If Bidder is bidding only a portion of the goods or services, please state "No Bid" on the coordinating line item.
- C. Alternate bids may be submitted, if allowed by specification. All alternates must be called out using the Alternate Link in the e-procurement system.
- D. Each Bidder must furnish the information required by the solicitation on the documents provided. Bids submitted on any other form(s) may be considered non-responsive.
- E. Any attempt to alter the wording in the bid may result in rejection of the bid.
- F. Bids may not include exempted taxes such as City, State, and most Federal taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division as needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

- 8. PRICES:** Bid pricing for goods and services covered under this specification shall be firm unless otherwise specified. Pricing shall include, but is not limited to, mobilization, labor, fuel, material, equipment, tools, license, all fees, surcharges, and FOB delivery, unless otherwise requested on the Bid Price Schedule. It is the responsibility of the Bidder to check the unit price being submitted on the solicitation, and shall verify accuracy of pricing by signature on the Bid Price Schedule. No price changes will be allowed after opening. In the event of a discrepancy between unit price and extended price, the unit price shall prevail as accurate.

- 9. BRAND NAME OR EQUAL:** If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

- 10. DELIVERY TIME:** Delivery time, if stated as a number of days, and shall be interpreted as calendar days. It is understood by Bidder that time is of the utmost with any City purchase; and therefore, if the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.