

## Instructions to Vendors

### 1. Bidding Procedure

- a. Vendor shall submit original bid form, if additional copies are required, it will be stated in the specification documents the exact number of copies to include. All appropriate blanks shall be completed. All alterations or erasures on the bid form shall be initialed by the signer of the bid. Any additional stipulations or information shall be listed on the Exceptions/Clarifications/Comments form included in the specification documents, as well as any amplified or qualifying information.
- b. Bid prices shall be submitted on the bid form included in the specification documents and provided to the County in a sealed envelope clearly marked "Sealed Bid - (project name)" and shall have the names of the Vendor and the time and date of the bid opening.
- c. Each bid must be legibly printed in ink or by typewriter, include the full name, business address, telephone number and contact name of the Vendor; and be signed in ink by Vendor.
- d. Bids received after the time and date established for receiving bids will be rejected. **Faxed bids will not be accepted.**

### 2. Vendor's Bid Bond

- a. Bid Bond, as a guarantee of good faith, in the form of a cashiers check or a bid bond in the amount of five percent (5%) of the bid and must be payable without condition to the Sarpy County Treasurer. A bid bond may be required to be submitted, as indicated in the specification documents, if required, submit with bid in a separate sealed envelope.
- b. If alternate bids are submitted, only one bid bond will be required, provided the bid bond is based on the amount of the highest gross bid.
- c. Such bid bond will be returned to the unsuccessful Vendor thirty (30) days after bid award.
- d. Bid bond will be returned to the successful Vendor(s) as follows:
  - i. For single order bids with specified quantities; upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - ii. For all other contracts: upon approval by the County of the executed contracts and bonds.
- e. County shall have the right to retain the bid bond of Vendors to whom an award is being considered until either:
  - i. A contract has been executed and bonds furnished.
  - ii. The specified time has elapsed so that the bids may be withdrawn.
  - iii. All bids have been rejected.
- f. Bid bonds will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to the specification documents:
  - i. If the Vendor fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specification documents.
  - ii. If the Vendor fails or refuses to enter into a contract on forms provided by the County, and/or if the Vender fails to provide sufficient bonds or insurance within the time period established in the specification documents.

3. **Information, Discussion, and Disclosure:**
  - a. Any information provided by Sarpy County to any Vendor prior to the release of the specification documents, verbally or in writing, is considered preliminary and is not binding for Sarpy County
  - b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this bid until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
  
4. **Vendor's Representation**
  - a. Each Vendor by signing and submitting a bid, represents that the Vendor has read and understands the specification documents, and the bid has been made in accordance therewith.
  - b. Each bid submitted for services further represents the Vendor is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.
  
5. **Price Determination**
  - a. By signing and submitted a bid, the Vendor certifies that the prices in the bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Vendor prior to bid opening directly or indirectly to any other Vendor or to any competitor; no attempt has been made, or will be made, by the Vendor to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.
  
6. **Clarification of Specification Documents**
  - a. Vendors shall promptly notify the Purchasing Department of any ambiguity, inconsistency or error discovered upon examination of the specification documents.
  - b. No interpretation of the meaning of the specification documents, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
  - c. Every request for such interpretation or correction should be in writing, address to the Sarpy County Purchasing Agent, Beth Cunard, 1210 Golden Gate Dr, Ste 1129, Papillion, NE 68046, Fax (402) 593-4304 or email [bcunard@sarpy.com](mailto:bcunard@sarpy.com). In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the specification documents which will be mailed or faxed to all prospective Vendors at the respective addresses furnished for such purpose.
  
7. **Addenda**
  - a. Addenda are written instruments issued by the County prior to the date of receipt of bids, which modify or interpret the specification documents by addition, deletion, clarification or correction.

- b. All addenda will be mailed or faxed to all who are known by the county to have received a complete set of specification documents.
- c. Copies of addenda will be made available for viewing at the Purchasing Department office.
- d. All addenda will become part of the specification documents and must be acknowledged in writing in the bid submitted by the Vendor.
- e. The specification documents, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.
- f. No addendum will be issued later than forty-eight (48) hours prior to date and time for receipt of bids, except an addendum withdrawing the bid.

8. **Brand Names**

- a. Wherever in the specification documents brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term “or equal” is deemed to follow.
- b. It is the Vendor’s responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- c. Bids for alternate items shall be stated in the Exceptions/Clarifications/Comments section included in the specification documents. Vendor must include the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustration, performance test data and any other information necessary for an evaluation. Vendor must explain the variances from the specification documents, since brochure information may not sufficient.
- d. If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the specification documents.

9. **Delivery/Completion Date**

- a. Each Vendor shall state on the bid form the date upon which delivery of all equipment or merchandise can be taken or completion date of project. Time required for delivery and/or completion date is hereby made an essential element of the bid.
- b. The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the times) specified on the bid form.
- c. All bids shall be based upon delivery of the equipment or merchandise F.O.B. the County at the location specified by th county, with all transportation charges paid.

10. **Bid Evaluation and Award**

- a. The signed bid proposal shall be considered a firm offer on the part of the Vendor. Such offer shall be deemed accepted upon majority vote of the Sarpy County Board of Commissioners and will be followed by the County by issuance of purchase orders, contract award notification, or other contract documents appropriate to the work.
- b. No bid shall be modified or withdrawn for a period of sixty (60) days after the time and date established for receiving bids, and each Vendor so agrees in submitting the bid, unless otherwise stated.
- c. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

- d. The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a item-by-item or lump-sum basis; such as shall best serve the requirements and interest of the County.

11. **Indemnity**

- a. The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this contract.

12. **Terms of Payment**

- a. The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery and/or completion of services.