

INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in the bid document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If an extended price is obviously in error, the incorrect price will be disregarded. The quantity and unit cost will be used to determine extended cost.
4. **BASIS FOR REJECTION:** Pursuant to N.C.G.S 143-129, the City reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this bid, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the City, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the City.
5. **EXECUTION:** Failure to sign the Execution page in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid or in the resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this bid, including any negotiated terms; (2) specifications in Sections GENERAL INFORMATION, REQUIREMENTS, and PRODUCT SPECIFICATIONS/SCOPE OF WORK of this bid; (3) City of Rocky Mount General Terms and Conditions in ATTACHMENT: Acceptance of GENERAL TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT: INSTRUCTIONS TO VENDORS; and (5) Vendor's bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.
8. **RECYCLING AND SOURCE REDUCTION:** The City encourages and promotes the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

9. **SUSTAINABILITY**: To support the sustainability efforts of the City of Rocky Mount we solicit your cooperation in this effort. It is desirable that all responses meet the following:
- All copies of the bid are printed double sided.
 - All submittals and copies are printed on recycled paper.
 - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES**: Pursuant to General Statute §143-48 and Executive Order 150 (1999), the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
11. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the City will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
12. **PROTEST PROCEDURES**: When a Vendor wishes to protest a Contract resulting from this bid, a Vendor shall submit a written request addressed to the City Purchasing Manager at PO Box 1180, Rocky Mount, NC 27801. The protest request must be received in the purchasing office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.
13. **MISCELLANEOUS**: Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
14. **COMMUNICATIONS BY VENDORS**: By submitting, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the purchasing division until after the award of the Contract or cancellation of this bid. All Vendors are forbidden from having any communications with the City, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the City directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the bid. A Vendor shall not: (a) transmit to the using department any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this bid. Vendors not in compliance with this provision may be disqualified,

at the option of the purchasing manager, from the Contract award. Only those communications with the purchasing division are permitted.

15. **INFORMAL COMMENTS:** The City shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the City during the competitive process or after award. The City is bound only by information provided in this bid and in formal Addenda.
16. **TABULATIONS:** Tabulations can be electronically retrieved at the <https://rockymountnc.gov/bids>. Formal tabulations will normally be available on the purchasing webpage within 48 hours. Informal tabulations will be available after award. Lengthy or complex tabulations may be summarized.
17. **VENDOR REGISTRATION AND BID NOTIFICATION SYSTEM:** The purchasing bid webpage allows Vendors to electronically subscribe for free to receive electronic notification of current bid opportunities. Vendor online registration is available at the following webpage <https://rockymountnc.gov/vendors>.
18. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing to the purchasing office prior to the time for the opening of bids identified on the cover page of the bid (or such later date included in an Addendum to the bid). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause.
19. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting a bid response are the Vendor's sole responsibility; the City of Rocky Mount will not reimburse any Vendor for any costs incurred prior to award.
20. **VENDOR'S REPRESENTATIVE:** Each Vendor bid shall include the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
21. **INSPECTION AT VENDOR'S SITE:** The City reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.