



## City Bid Qualifications

1. **Submission of Bids:** Bids should be submitted on the bid form provided in the solicitation. The bid form shall be signed and submitted in a sealed envelope clearly identified on the outside with the name of the project and date and time of the scheduled bid opening as indicated in the advertisement. Failure to respond to the solicitation with a formal bid or a "No Bid" could be cause for removal from a future bidder's list.
2. **Delivery of Bids:** Bids should be mailed or hand carried in order to be received in the office of the Purchasing Agent prior to the announced bid opening. Bids received after said time will be returned to the bidder unopened. It is fully the responsibility of the bidder to insure that the bid is received on time. The City will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
3. **Descriptive Literature:** Descriptive literature fully describing the product bid (where such literature exists) shall be included with the bid to assist the City in evaluating the submission. Failure to do so may cause for rejection of the bid.
4. **Exceptions:** Any exceptions to the specifications requested should be listed on a separate sheet of paper attached to the bid. An exception to the specifications may not necessarily disqualify the bid. The City will determine if the exception is an essential deviation or a minor item. In the case of a minor deviation, the City maintains the option to award to that bidder if it determines the performance is not adversely affected by the exception.
5. **Award of Bid:** The City shall award the contract to the lowest responsive and responsible bidder complying with the provisions of the Invitation for Bid. The Purchasing Agent reserves the right to award a contract by individual items, in aggregate, or in combination thereof as deemed necessary to fulfill the anticipated requirements of the City. If some characteristic of the bid requires that the bid must be reviewed by the City Council, the award can be expected within 30 days.
6. **Approved Equals:** In all specifications where a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, it can be assumed that an approved equal can be substituted. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the City. Such

references are not intended to be restrictive. However, the City shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the vendor that claims his product is an equal to provide documentation to support such a claim.

7. **Sales Tax:** The City of Fruitland is exempt from Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request. According to the Office of the Comptroller of Maryland, the Contractor is responsible for paying the sales tax on purchases relating to this bid and should incorporate it into his bid.
8. **Multi-Year Contracts:** It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the City Council. In the event that the Council does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.
9. **Delivery:** All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or proposal.
10. **Insurance:** If required by the Special Conditions of the Invitation for Bid, the bidder shall provide the City with Certificates of Insurance within ten (10) days of bid award notification evidencing the required coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.
11. **Right to Reject:** The City Council reserves the right to reject any and/or all bids or to waive any technicality it deems in the best interest of the City.
12. **Piggybacking:** The City may authorize, upon request, any governmental entity (hereafter Authorized User) within the City to purchase items under the contract awarded pursuant to this bid solicitation. All purchase orders issued against the contract by an authorized User shall be honored by the Contractor in accordance with all terms and conditions of this contract. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting the City. The City specifically and expressly disclaims any and all liability for any breach by an authorized User other than the City and each such Authorized User and Contractor guarantee to save the City, its officers, agents

and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.