

Procurement Guide for Supplier

OFFICE HOURS

City business hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

NOTE: Should the City of Petersburg close due to inclement weather, etc., on the date that a Bid/RFQ/RFP is due to close, then those Bids/RFQ/RFPs will open on the next "full" business day (8:30 a.m. to 5:00 p.m.)

SUPPLIER VISITS

The Purchasing Office acts as a liaison between suppliers and City Agencies. Sales representatives are a valuable resource for obtaining specifications and information on product advancements. The City values their visits; and staff are available to discuss their ideas and concerns. However, Purchasing recommends that sales representatives call for an appointment to ensure the buyer familiar with their product category is available.

POSTING BIDS

The Purchasing Office seeks maximum competition. In achieving this goal, the City publicizes outstanding Bids and RFPs as follows:

1. Posted on the Bid Board in the Foyer of Purchasing Office Building, 103 W. Tabb Street, Petersburg, VA 23803;
2. Posted on the Internet, www.petersburgva.gov;
3. Posted on eva.virginia.gov
4. Advertised in the newspapers having general circulation and
5. Solicitation packages are available in the Purchasing Office.

BIDDERS LIST

The Purchasing Office maintains a list of prospective bidders categorized by class and type of commodity. To be placed on the bidders list; a vendor must complete and return a bidders application form. Vendors may obtain a copy of the application from Purchasing or register electronically.

Placement on the bidder's list does not guarantee receipt of a Request for Quotation (RFQ), Invitation for Bid (IFB), or Request for Proposal (RFP). It is the vendor's responsibility to check the bid notices posted by the Purchasing Office. However, if a vendor is registered with

Bidders may be removed from the bidders list if they do not respond to solicitations. However, a bidder may be retained on the bidders list by simply responding with a "No Bid" if they are interested in bidding of the item(s) in the future.

The City reserves the right to validate and update the bidder's lists from time to time, which may require the bidder to renew the bidders application which is on file.

The Purchasing Office will send notices to the Department of Minority Business Enterprises to assure communications with minority vendors in the State of Virginia. While DMBE sends notices to minority vendors, it is recommended that minority vendors register with the Purchasing Office.

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DEBARMENT

Pursuant to City Code, §2.441, the City Manager after consulting with the city attorney has the authority to debar a person for cause from consideration for award of contracts when the public interest will be best served by such removal. The basis of removal include, but are not limited to:

- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract;
- (2) Conviction under state and federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor;
- (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (4) Violation of contract provisions, as follows, of a character which is regarded by the city manager to be so serious as to justify debarment action:
 - a. Deliberate failure without good cause to perform in accordance with specifications or within the time limit provided in the contract; or
 - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; and
- (5) Any other cause that the city manager determines to be so serious and compelling as to affect responsibility as a city contractor, including debarment by another governmental entity for any cause in this division and for violation of the ethical standards set forth in this division.

The Purchasing Agent shall outline in writing the reasons for such removal and send a copy, via certified or registered mail, to the vendor, at least ten (10) calendar days prior to the date set for receipt of bids.

BRAND NAMES OR ALTERNATES

Unless otherwise state in the Invitation to Bid or Request for Quotations, the name of certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names. Specifications of brand name convey the general style, type, character, and quality of the article desired. Any article, which the City, at its sole discretion, determines to be an equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. [VPPA, §2.2-4316]. The decision to approve an alternate shall be made by the Purchasing Office after consultation with the Using Agency. Written comments from prospective bidders (vendors) concerning the specifications or alternates may be accepted by the Purchasing Agent for consideration if submitted at least ten (10) days prior to the date set for receipt of bids. [City Code, §2-402].

ERRORS IN SUBMITTING BIDS

If an error is detected prior to the bid closing date or the proposal opening date, the vendor may retrieve the bid or proposal from the Purchasing Office. Proper identification showing proof of

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employment shall be required. The error may be corrected by drawing a single line through the mistake, making the correction, and initialing it in ink.

The vendor must resubmit the bid or proposal and ensure it is time stamped before the specified closing/opening date and time.

The legal requirements for *withdrawal of bid due to error* after the bid opening are set for in VPPA, §2.2-4330.

CONTRACT AWARD

Contracts shall be awarded to the lowest responsive and responsible bidder. A responsive bidder is defined as one who has submitted a bid which conforms in all material respects to the Invitation to Bid. A responsible bidder is defined as one who has the capability, in all respects, to perform fully the contract requirements, and the moral and business integrity and reliability which will ensure good-faith performance (See VPPA, §2.2-4301).

All notices of award to intend to award for all Invitations to Bid and Request for Proposals will be publicly posted for inspection in the City of Petersburg Purchasing Office at the following location:

103 W. Tabb Street
City Hall Annex
Petersburg, VA 23803

The Purchasing Agent reserves the right to award a contract based on the overall low total or the split low total bid, whichever is in the best interest of the City.

NOTIFICATION OF SUCCESSFUL VENDOR

Successful vendors are notified by receipt of a signed purchase order or any other contractual agreement indicating bid award.

BID TABULATIONS

What is a bid tabulation? A bid tabulation summarized, in matrix format, the names of the bidders who submitted a bid, the quantity, unit cost, and extended cost for each item bid or services, and the total bid price quoted.

When is the bid tabulation prepared? The bid tabulation is prepared after the bid closing date and time.

How does a bidder obtain a copy? Bidders may obtain a bid tabulation by including with their bid a self-addressed, stamped envelope clearly marked with a request for the bid tabulation. Bid results will be posted on the City's website.

PUBLIC INSPECTION OF RECORDS

VPPA, §2.2-4342 states that all proceedings, records, contracts and other public records relating to the procurement transactions shall be open to inspection by any interested person, firm, or corporation in accordance with the Virginia Freedom of Information Act (§2,2-3700 *et seq*).

Cost estimates prepared by the City relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspections.

Upon request, each bidder of record for a **competitive sealed bid** (Invitation for Bid) shall be afforded an opportunity to inspect bid records within a reasonable time after the bid opening, but prior to award, except in the event the public body decides not to accept any of the bids and reopen the contract.

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Otherwise, at no point shall bidders be allowed to view the bid documents, either during bid opening or after, and the bid records shall be open to public inspection *only after a contract is awarded*.

Upon request, each offeror of record for a **competitive negotiation** (RFP) shall be afforded an opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposal are completed, but prior to award, except in the event the City decides not to accept any of the proposals and to be re-solicit the contract. Otherwise, the RFP records shall be open to public inspection *only after a contract is awarded*.

Trade secrets or proprietary information submitted by a bidder or offeror in connection with the procurement are not subject to public disclosure under the Virginia Freedom of Information Act (FOIA). However, the bidder or offeror shall invoke the protections of this section prior to or upon submission of the data or other materials, and must identify **clearly** the data or other materials to be protected and state in writing the reasons why protection is necessary.

Public inspection of records will be allowed between the hours of 10:00 a.m. and 4:00 p.m. on regularly scheduled City workdays. The Purchasing Office reserves the right to require individuals to schedule an appointment if inspection to records will be time consuming, if an extensive review of the files is required, or if divisional staffing is not sufficient to provide this service.

COPY COST

Cost of copies shall be twenty-five (.25) per page plus the staff time for copying at their current hourly rate. Payment is due at the time the copies are made and may be made in cash or check. The Purchasing Office will issue a receipt upon request.

TAX EXEMPT

Vendor shall not include state, local and federal taxes in any prices quoted to the City. The City's federal tax exemption number is 54-6001502. A tax exemption certificate will be furnished upon request.

INVOICES

In order to receive payment for goods or services furnished to the City, the vendor shall submit an "**original**" invoice to the Using Agency at the invoice address shown on the purchase order.

The vendor's original invoice shall detail the following:

- The vendor's invoice number;
- The City's purchase order number;
- A complete description of the goods and services furnished, including quantities, unit prices and extensions, the discount terms and
- The name of the Using Agency to whose the shipment was made.

VENDOR PAYMENT

After delivery, acceptance of the goods or services, and receipt of an "**original**" invoice, the Using Agency will authorize payment. Finance/Accounts Payable issues a payment check to the vendor. Vendors should direct questions concerning payment to the invoiced Using Agency.

VENDOR PROTEST PROCEDURES

- (A) **Administrative Process.** Any bidder or offeror may protest the award or decision to award a contract by submitting such protest in writing to the Purchasing Agent, no later than ten (10) calendar days after the award or announcement of the decision to award, whichever occurs first. No protest shall be for a claim that the selected bidder or offeror is not a responsible bidder or offeror. All protests and subsequent appeals shall be in writing and shall include the basis for the protest and the relief

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sought. The Purchasing Agent shall issue a decision in writing ten (10) calendar days after receipt of written protest. The Purchasing Agent shall state the reasons for his/her decision, and this decision shall be final.

- (B) **Legal Action.** Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the public body, or an official designated by the public body, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such contract.

No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The public body or designated official shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeal within ten (10) days of the written decision by instituting legal action. Nothing in this subsection shall be constructed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

In addition, nothing in these Vendor Protest Procedures shall be construed to prevent the City from instituting legal action against a bidder or offeror.

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DEFINITIONS

I. INTRODUCTION

For the purposes of this manual, the following words and phrases shall have the meanings respectively ascribed to them. Nothing in this section shall preclude the City Manager or his designee from defining additional terms and provide consistency for the purposes of this manual in the conduct of procurement related activities

Act or VPPA - Virginia Public Procurement Act, Title 11 Chapter 7 of the Code of Virginia

Addendum/Addenda - A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or scope of work change to the solicitation.

Brand Name Specification - A specification limited on one or more items manufacturer's names or catalog numbers.

Brand Name or Approved Equal Specification - A specification limited to one or more items by manufacturer names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the requirements of the City and which provides for the submission of equivalent products.

Business - Any corporation, general or limited partnership, individual, sole proprietorship, joint stock company, joint venture or any other non-governmental legal entity. Business shall be synonymous with vendor.

Change Order - A modification of the contract requirements issued in writing by the procuring agent subsequent to the formal execution of the contract documents which involves a change in contract price and/or the contract time.

City - The City of Petersburg, a municipal corporation of the Commonwealth of Virginia, in its present incorporated form or in any other reorganized consolidated or changed form.

City Code - "The Code of the City of Petersburg", including the Charter and such ordinances of a general and permanent nature promulgated by the governing body.

Conflict of Interest - A clash between the public interest and the private pecuniary interest of the individual concerned.

Contract - A legal obligation between a buyer and a seller to perform certain duties/provide certain goods. General requirements of a contract include an offer and acceptance by capable parties; mutual assent/consent; lawful objective, and mutual consideration.

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Construction -The process of utilizing labor for building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavating, grading or similar work upon real property.

Contract Modification - Any written alteration in a specification, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

Contractor -Any person having a contract with the City or a using agency thereof.

Cost-reimbursement Contract - A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and provisions of this ordinance, and a fee or profit, if any.

Design-build Contract - A contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

Emergency -An emergency shall exist when a breakdown in an essential service occurs or under any circumstances when goods or services are needed for immediate use in work which may vitally affect the safety, health or welfare of the public.

Goods - All material, equipment, supplies, printing and automated data processing hardware and software.

Immediate Family - A spouse, child, parent, brother and sister, and any other person living in the same household as the employee.

Insurance - A contract whereby, for a stipulated consideration, one party undertakes to compensate the other for loss on a specified subject by specified perils.

Informality -A minor defect or variation of a bid, proposal, or other offer from the exact requirements of the Invitation For Bid, the Request for Proposal, or other solicitation, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

Invitation for Bids - All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids; Request for Bids (RFB) shall be synonymous with Invitation for Bids (IFB).

Nominal Value - So small, slight, or the like in comparison to what might properly be expected, as scarcely to be entitled to the same.

Life Cycle Costing -An evaluation that takes into account all costs incidental to the planning, design, construction, operation, maintenance and disposal of a system or facility calculated in terms of present value, annual owning and operating costs.

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Non-Professional Services - Any services not specifically identified as professional services in the definition below.

Official Responsibility - Administrative or operating authority, whether intermediate or final, to initiate, approve/disapprove or otherwise affect procurement transactions or any claim resulting there from.

Pecuniary Interest Arising from the Procurement - a personal interest in a contract as defined in the *State and Local Government Conflict of Interest Act*.

Potential Bidder or Offeror - Any person, for the purposes of emergency and sole-source purchases, who at the time the City negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or sale of the services of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

Procurement Transaction - All functions that pertain to the obtaining of any goods, services, insurance, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Professional Services - Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, professional engineering, or as subsequently amended by the Virginia Procurement Act.

Public Body - Any person employed by a public body, including elected officials or appointed members of governing bodies.

Public Contract - Any form of agreement between a public body/the City and a nongovernmental source that is enforceable in a court of law.

Purchase Order - A form of contract, which provides the supplier authorization to provide goods/services and is the purchaser's commitment for the value of the goods/services. Special terms and conditions may be incorporated in the purchase order by reference.

Qualified Products List - A form of specification in which various brands have previous approval; the Invitation for Bids or Request for Bid is limited to those projects of the list.

Quotation Analysis - The review and appraisal of competitive offers including a record of the considerations which are recognized by the buyer, including but not limited to price, which were the basis of the selection.

Requisition - A written or electronic communication describing the needs of the using agency to the purchasing office, a request to purchase. It includes appropriate authorization of the using

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agency to proceed to purchase the designated items and the appropriate funding source/account to be charged.

Request for Proposal - All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualifications - A document is issued by a procurement entity to obtain statements of the qualifications from bidders prior to issuing the solicitations. An attempt to gauge potential competition and obtain information which may be helpful when writing a statement of work or developing specifications.

Responsible Bidder or Offeror - A person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

Responsible Bidder - A person who has submitted a bid which conforms in all material respects to the Invitation to Bid.

Services - Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

Sheltered Workshop - Any work-oriented rehabilitative facility with a controlled working environment and individual goals which utilizes work experience and related services for assisting the handicapped person to progress toward normal living and a productive vocational status.

Small Dollar Purchases - The respective procurement and transaction amounts, which apply when said requirement is exempt from formal competitive sealed bid or sealed proposal procedures, as established herein.

Tie Bid - Two or more bids in which all things are equal with regard to product, price, delivery terms and availability, and payment terms.

Using Agency - Any department, division, section, office, agency, board, commission, bureau, or other unit in the City government requiring goods, services, insurance or construction as provided for in this ordinance