

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this bid invitation to obtain proposals for supplying the materials, supplies and/or equipment listed on the Proposal Sheet. You are requested to submit your bid on the enclosed Proposal Sheet and return the entire sealed package to Sid Talbert, Purchasing Manager, City of Concord (hereinafter "City"), PO Box 308, Concord, NC 28026-0308 no later than the time specified in the bid advertisement. Bidders will be required to comply with all applicable statutes, regulations, and local ordinances, ect. And those attached to and made a part of the proposal.

Marking of Bid Envelopes

Bids must be contained in a sealed envelope, plainly marked, showing the bid name, bid number, date, time for opening bids and the bidder's name.

Late Bids Not Considered

Bids received after the stipulated bid opening date and time will not be considered.

Compliance With Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal equipment. Exceptions are to be listed separately in a letter that will become a part of your proposal; otherwise, it is fully understood that the equipment offered is exactly as specified. The City reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the City from a standpoint of quality, price and service to be rendered.

Standard Equipment

To protect the interest of the City, the bidder guarantees that the equipment bid is standard equipment with parts regularly used for equipment offered. There must be no parts or attachments substituted or applied contrary to the manufacturer's recommendations and standards unless expressly called for in the specifications.

Warranty

In submitting a bid, the bidder warrants that all goods furnished shall be free from all defects and shall conform in all respects to the Technical Specifications established herein. Unless otherwise specified, all items shall be guaranteed for a minimum of one (1) year against defects in material and workmanship. At any time during that period, if a defect should occur in any item, that item shall be repaired or replaced by the seller at no cost to the buyer except where it can be shown that the defect was caused by misuse. The bidder expressly warrants that all items bid are fit and sufficient for their intended purpose. If the specifications contain a statement of the particular

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purpose for which the goods will be used, the goods offered by bidder shall be fit for this purpose.

Shipping

All prices are to be quoted f.o.b. Concord N.C. delivered unless otherwise specified. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the buyer.

Unit Prices to Prevail

Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

Bid Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the time specified for the bid opening upon written or personal request of the bidder. No bid may be withdrawn for a period of sixty (60) days after the scheduled bid opening time and date. Negligence on the part of the bidder shall not constitute a right to withdraw the bid subsequent to such bid opening.

Use of Brand Names and References

Unless otherwise stated, the use of manufacturer's names and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish; otherwise it is fully understood that they shall furnish all items as stated.

Alternate Bids

Bid submitted as alternate which do not meet or exceed the minimum specifications shall be rejected except that minor deviations may be acceptable. The City shall be the sole judge of what is considered a minor deviation.

Time For Delivery

The time for delivery must be stated in calendar days on the Proposal Sheet and may be a factor in making awards, price notwithstanding.

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Rejection of Bids

The City reserves the right to reject any and all bids.

Bonds

A 5% bid bond is waived for the purchases of apparatus, supplies, materials or equipment as stated in the cover section. A 100% performance bond is also waived.

Award

Award shall be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the proposal for the performance of the contract. Time of delivery and prompt payment discounts will be considered in breaking tie bids.

Brochures and Literature

The proposal must be accompanied by descriptive literature marked, indicating the exact item(s) bid upon. The term “as specified” will not be acceptable.

Addendums

The City shall not be responsible for any oral instructions made by its employees or officers of the City with regard to bidding instructions, drawings, specifications or contract documents. Any changes to the specifications will be in the form of an Addendum, which will be mailed to all bidders who are listed with the Purchasing Department as having received the invitation or any other bidder who requests an Addendum.

Responsibility of Compliance With Legal Requirements

The bidder’s products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards, or any standard adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the invitation.

Taxes

The City of Concord is subject to 7.0% N.C. Sales & Use tax. Tax will not be shown on the proposal; however, invoices will indicate all applicable sales tax. The city is exempt from Federal Excise Tax and will provide a Federal Exemption number.

Terms and Conditions

Payment will be made by the City in full for all equipment delivered as soon after complete delivery and receipt of a correct invoice as can be processed in accordance with these specifications.

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Any company submitting a “No Bid” response to a bid invitation should clearly mark the outside of the envelope.

Terms and Conditions attached to the bid by the bidder and made a condition of purchase may render the bid non-responsive and may be rejected by the City.

Terms and Conditions included herein are an integral part of the bid document and shall prevail, unless changes or attachments are agreed to and initialed by the City prior to the bid opening.

Introduction in Use of Goods: Demonstration

A demonstration may be required of the goods bid upon. The demonstration shall be at no cost to the City. If the bidder cannot make a demonstration within twenty days of the request, his or her bid may be rejected. Performance of the equipment at the demonstration must be made with the exact equipment offered in the bid and may be completed at the same time as competitive demonstrations.

Trade-ins

Goods listed for trade-in, if any, may be examined after contacting the Purchasing Department. Goods listed for trade-in are represented “as is” and “where is”. Such goods will be released to the successful bidder after receipt of the new equipment and in the same condition as when examined, excepting normal wear and tear.

The City reserves the right to retain goods listed as trade-in if it is deemed to be in the best interest to do so.

Training/Safety

When requested or required, a factory-trained representative shall be present at the time of delivery to train City personnel in the use of and/or safety aspect of the equipment or chemical. The factory representative shall effectively train the City personnel in all aspects, including assembly, disassembly, operating procedures, safety and any other training necessary for its safe and effective use. Items received without sufficient training when requested will be set aside and payment withheld until sufficient training can be completed.

Training shall include OSHA related training in the handling of hazardous materials.

MSDS sheets must be sent with each order. Failure to provide MSDS sheets prior to or at the time of delivery will result in withholding payment until such sheets are received.

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Service

All vehicles furnished under a bid shall receive without additional cost whatsoever the usual check-up, guarantees and adjustment identical to that which is normally furnished on vehicles sold to the general public.

Manuals

One parts, one service, and one operator's manual shall be furnished with each type vehicle delivered if applicable to this bid.

Bankruptcy

Successful bidders shall execute a contract that contains the following language:

If any bankruptcy or insolvency proceedings are commenced against the contractor
And are not dismissed within thirty (30) days after service of such proceeding on the
Contractor, or if the contractor shall file petition in bankruptcy or for reorganization or
To effect a plan or other arrangement with creditors, or be adjudicated bankrupt or make an assignment for
the benefit of creditors, or be dissolved or liquidated, or shall
Admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or
liquidator of the contractor or of all or substantially all of the property of the contractor is appointed in any
proceeding brought by the contractor, or if any such receiver, trustee, or liquidator is appointed in any
proceeding against the contractor, and any such receiver, trustee or liquidator is not discharged within (30)
days after service of such appointment on the contractor, this agreement shall be null and void.

W-9 Form

Prior to the first payment by the City under any contract awarded to the successful bidder, the successful bidder shall submit a complete and accurate W-9 form to the Purchasing Manager.

Dissolution of Corporate Status

Successful bidders shall execute a contract that contains the following language:

Failure to register the agent of the corporation or other business entity, if any, with the N.C.
Secretary of State or voluntary, judicial or administrative dissolution of the corporation or other
business entity shall automatically terminate this contract or agreement unless the bidder or
contractor notifies the City of Concord in writing within 72 hours of the dissolution or failure to
register the agent and makes satisfactory arrangements and/or guarantees with the City
Purchasing Manager and City Attorney to fulfill the contractors obligations under the contract or
agreement.

