

Request for Bid Form

City of Laurinburg
 Post Office Box 249
 Laurinburg, NC 28353



(910) 276-2364
 FAX (910) 276-1463

Requisition No	Date
Q-2021-02	4/21/2021

The above number must appear on all questions and related correspondences. **THIS IS NOT AN ORDER**

BID DEADLINE	DELIVERY REQUIREMENTS	DELIVERY PROMISED	TERMS	FOB Destination
4/30/2021 - 5 P.M.				

In compliance with this Bid Form and subject to all conditions herein, the undersigned offers and agrees, if this bid is accepted within _____ days from the date of opening, to furnish any or all items upon which prices are quoted at the price set opposite each item. Signature certifies that this quote is submitted competitively and without collusion. Signature certifies acceptance of the attached "**General Contract Terms & Conditions**" as part of the submitted bid.

NAME OF COMPANY: _____

This firm certifies that it is (if applicable) a : Minority Business Enterprise, Woman Business Enterprise, or Handicapped Business Enterprise. *To qualify for M/W/H status, 51% of the company must be owned and controlled by minority, woman, or handicapped.*

ADDRESS: _____

PHONE/FAX: _____

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Scope of Work:		
	Pave dirt road from Hall Street to new Electric Substation		
	This includes approximately 1,200 linear feet by 20 feet wide paving		
	Asphalt quantity estimated at 2,666 square yards		
2,666	Square Yards of 5 inch base asphalt (unit price per square yard)		
2,666	Square Yards of 2.5 inch binder (unit price per square yard)		
1	Raise existing manhole with cast iron adjustment ring or cement extension (unit price per manhole)		
	Other costs (if any, please provide details)		
	Grand Total		
	General Notes:		
	These are estimated quantities and will be field verified.		
	Contractor shall add for grading to match curbing and gate at Hall Street entrance and road to substation.		
	The City of Laurinburg will fill in road shoulder after construction.		
	Work to include the entrance off Hall Street with radius.		

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GENERAL CONTRACT TERMS AND CONDITIONS

1. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Offeror to notify in writing the City of Laurinburg at once, indicating the specific regulation which required such alterations. City of Laurinburg reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
2. **AVAILABILITY OF FUNDS:** Any and all payments to the Offeror are dependent upon and subject to the availability of funds to the City for the purposes set forth in this agreement.
3. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
4. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
5. **GOVERNING LAW:** This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.
6. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or delivered has not been sold or used for any purpose and shall be new and in first class condition. All packaging shall be suitable for handling, storage, shipment and delivery.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate county/state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
10. **PATENT:** The Offeror shall hold and save the City of Laurinburg, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
11. **INDEPENDENT CONTRACTOR:** The Offeror shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Offeror represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of the City or have any individual contractual relationship with the City.

12. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Offeror or its employees shall not be subcontracted without prior written approval of the City. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
13. **PERFORMANCE AND DEFAULT:** If, through any cause, the Offeror shall fail to fulfill in timely and proper manner the obligations under this agreement, the City shall thereupon have the right to terminate this contract by giving written notice to the Offeror and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Offeror shall, at the option of the City, become its property, and the Offeror shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Offeror shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement, and the City may withhold any payment due the Offeror for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined.

In case of default by the Offeror, the City of Laurinburg may procure the services from other sources and hold the Offeror responsible for any excess cost occasioned thereby.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Offeror, the City may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

14. **CARE OF PROPERTY:** The Offeror agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the City of Laurinburg for loss of damage of such property.
15. **COMPLIANCE WITH LAWS:** The Offeror shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **ADVERTISING:** Offeror agrees not to use the existence of this contract or the name of the City of Laurinburg as a part of any commercial advertising without prior approval of the City of Laurinburg.
17. **INSURANCE:** During the term of the Contract, the Offeror at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Offeror shall provide and maintain the following coverage and limits.
- a. **Worker's Compensation** – The Offeror shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Offeror's employees who are engaged in any work under the contract. If any work is sublet, the Offeror shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - b. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).
 - c. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

18. **REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the Offeror and is of the essence of this contract. All such insurance shall meet all laws of the state of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Offeror shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Offeror shall not be interpreted as limiting the Offeror's liability and obligations under the contract.

19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Bid Form, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **CODES AND STANDARDS:** All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the Invitation for Bid.

21. **GENERAL INDEMNITY:** The Vendor shall hold and save the City of Laurinburg, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor goods to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.