



## **CITY OF HAVELOCK**

Post Office Box 368  
Havelock, NC 28532

### **INVITATION TO BID**

Pursuant to North Carolina General Statutes §143-131, the City of Havelock invites informal bids on the following:

Bids must be submitted in accordance with the attached specifications. Bids must include an itemized schedule (including quantity, unit price and total) for each work element. Bids can be submitted by mail, email, fax or hand delivered. Cover sheets, envelopes, etc. should be clearly marked with the words:

***“City of Havelock,  
Public Services Uniform Rental and Cleaning”***

**Address Bids to:**     **Lee Tillman, Director of Finance**  
                                 **City of Havelock**  
                                 **P.O. Box 368**  
                                 **1 Governmental Ave.**  
                                 **Havelock, NC 28532**  
                                 **Fax: 252-447-0126**  
                                 **Email: Bids@havelocknc.us**

Bids will be accepted until **2:00 PM (EST) on Friday, October 16, 2020** at which time they will be reviewed in the office of the City Finance Director. Quotes are not subject to public inspection until the contract is awarded. The bids are good for 75 days after opening. The winning bidder will be issued a Notice To Proceed (NTP) along with a Purchase Order.

**Bidders are cautioned not to submit bids until the proposed requirements and specifications have been carefully examined. It will be considered that bidders will have satisfied themselves as to the accuracy of the specifications. No proposal will be considered unless prices are submitted for all items requested in any section. The City reserves the right to change the amount of quantities.**

**All bids submitted should be to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of the City. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

The names of certain brands or makes denote quality standard in the article desired, but do not restrict bidders to the specific brand, make or manufacturer named. They are meant to convey to prospective bidders the general style, type, character and quality of the article desired.

The successful bidder on all construction contracts will be required to conduct the operation in accordance with all Federal, State, and Municipal health and safety rules, regulations and laws applicable to the operation. The successful bidder may be asked to provide the City with a copy of the company's

safety plan prior to commencing work. For all projects over \$30,000, a general contractor's license must be furnished to the City if applicable.

Certificate to Transact Business in North Carolina: As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

The City will not sell bid packages. Plans, specifications, and addenda may be viewed and obtained online at [www.havelocknc.us](http://www.havelocknc.us). Click on: "Bid on a Contract"; "Current Bids". The Bidder's List is maintained by Vendor Registry. Registration for the Bidder's List is made online at [www.havelocknc.us](http://www.havelocknc.us). Click on: "Bid on a Contract"; "Vendor login/Registration".

**N.C.G.S. (North Carolina General Statutes), specifically §160A-20.1(b), prohibit the City from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 or Chapter 64. The Contractor shall submit the E-Verify Affidavit, located in the Bid Proposal section, with their bid. Bids that do not include this Affidavit will be considered non-responsive.**

N.C.G.S 147-86.42-84 requires that contractors with a North Carolina Local Government must not utilize any subcontractor found on the State Treasurer's Iran Divestment list or Companies Boycotting Israel list. The referenced lists can be found on the State Treasurer's website at the address [www.nctreasurers.com](http://www.nctreasurers.com) and will be updated every 180 days.

The City of Havelock reserves the right to reject any or all proposals and to purchase items from the state contract in the efforts to award the contract to the bidder it deems to be for the best interest of the City.

This institution is an equal opportunity provider, and employer.

**Contact person(s) for information on this bid:**

For questions in regards to the bid specifications, the City requires and only responds to questions submitted in writing and sent via email to: [Bids@havelocknc.us](mailto:Bids@havelocknc.us)

Questions must be received by **2:00 PM (EST) on Wednesday, October 7, 2020**. If questions are received, the City will respond no later than **12:00 PM (EST) on Friday, October 9, 2020**.

This is the 30th day of September 2020

Published: Vendor Registry September 30, 2020

CITY OF HAVELOCK

Lee W. Tillman  
Director of Finance



**STATE OF NORTH CAROLINA  
AFFIDAVIT  
CITY OF HAVELOCK**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and  
on behalf of \_\_\_\_\_ (the entity hereinafter "Employer") after first  
being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in the State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES\_\_\_\_\_, or
  - b. NO\_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Affiant: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Bids must include an itemized schedule by quantity, unit price and total for each work element.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

NC Contractor's License Type and Number: \_\_\_\_\_

Number of Addendums Acknowledged (circle one):   N/A    1    2    3    4

***As of the date listed below, the vendor or bidder listed above is compliant with N.C.G.S. 147-86.42-84, the Iran Divestment Act and the Companies Boycotting Israel Act.***

Authorized Signature: \_\_\_\_\_

Print Name of Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Address Bid to:**    Lee Tillman, Director of Finance  
                              City of Havelock  
                              P.O. Drawer 368  
                              1 Governmental Avenue  
                              Havelock, NC 28532  
                              Bids@Havelocknc.us

**Please indicate the Bid name on the outside of the envelope.**

**Scope:**

The purpose of this contract is to provide 100% cotton and standard (35% cotton and 65% polyester) uniform rental and laundry service to designated City of Havelock employees. It is currently estimated that there will be approximately 32 employees wearing uniforms. However, City of Havelock may add or delete employees or locations for uniforms at any time during the life of the contract with no penalty at the current contract price. If a uniform(s) is no longer required by any employee(s), the uniform(s) will be returned to the contractor with adjustments for charges made accordingly.

This specification covers provisions for furnishing and maintaining uniform rental to include all labor, transportation, equipment, and material necessary to provide the required level of service for designated City personnel.

Each bid must include the name, address, telephone number, email address, and fax number of no fewer than three customer references for whom the company has provided uniform rental service for at least three years.

**SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR RENTAL  
AND LAUNDRY OF UNIFORMS FOR CERTAIN PERSONNEL WITHIN  
THE DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF THE CITY OF HAVELOCK**

**A. UNIFORMS**

**1. Clothing Specifications**

Solid T-Shirts – Five (5) 100% cotton t-shirts.

Solid Work Shirts – Men and women, long and short sleeved. The contractor will provide eleven (11) work shirts total for each employee. Employees may specify the number of short and long sleeve shirts they will receive. Please provide pricing for both a 65% polyester/35% cotton work shirt and a 100% cotton work shirt.

Work Pants –Men and women long industrial pants, 65% polyester/35% cotton twill woven blend. Also, provide pricing for 100% cotton work pants. The Contractor will provide eleven (11) pairs of pants.

Work Jacket – Contractor will provide two (2) jackets. Please provide pricing for 65% polyester/35% cotton blend, three season work jacket.

**2. COLOR**

Pants – Navy blue - staff, Khaki - Supervisor

Shirts – Grey - staff, Print - Supervisor

### **3. LETTERING/NAME**

All uniform shirts shall have two (2) patches.

Patch #1 will have City of Havelock Seal

Patch #2 will have the employee's first name

The cost for patches shall be included in the rental price for uniforms. There shall be no additional charges for supplying the emblems or attaching them permanently to the uniforms. Public Services Director or designee will approve all names.

### **4. SIZE AND CONDITION OF UNIFORMS**

All uniforms furnished at the beginning of the contract shall be new and unused. Measuring for new uniforms shall be done by the Contractor at the designated locations of the employee(s). The contractor shall visit each location for the purpose of individually measuring all personnel for whom garments will be ordered. Measurements for the initial rental must be completed within two (2) weeks of award, scheduling will be arranged by City authorized personnel and the Contractor. Delivery of new uniforms to the employee's location shall not be later than twenty-one (21) days after measuring is completed.

Measuring is to include physical measurements taken by the Contractor and "trying on" of sample garments of the exact type and size that the employee will be ordering. It is the responsibility of the Contractor to provide a sufficient number of sample uniforms whenever measurements are taken. Each employee must be measured by the Contractor and/or try on garments. It is not acceptable for employees to write down or state their current size as proper fit of uniforms shall be guaranteed.

Any employee(s) needing resizing should be measured by the Contractor and replacement uniforms provided within the same two (2) week period. Employees hired after the first delivery of uniforms under this contract can be either new or used with no visible stains, rips, or tear's. The City reserves the sole right to accept or reject the used uniforms based upon condition and require new ones. Any charges for replacement uniforms must be approved in advance by the City.

All garments shall be kept in a good and serviceable condition. At such time the City declares a garment(s) unusable, the Contractor shall replace the garment(s) with acceptable used or new.

Any fees associated with replacement of uniforms must comply with the process outlined in this document.

Refit during the term of the contract to accommodate an employee's change in size may be required. Bidder shall note additional cost, if any, to accommodate a uniform change-out due to a need for a different size.

## 5. Uniform Maintenance

At the end of the first week and at weekly intervals thereafter, the contractor shall exchange five (5) clean uniforms for five (5) soiled uniforms for each employee. Six (6) uniforms shall be in the possession of each employee at all times. Any shortages in the return of cleaned uniforms will be deducted from the invoice. All locations shall be provided with a container for soiled uniforms.

Soiled uniforms shall be laundered, or dry cleaned, and returned in seven (7) days in a **clean and presentable** (unwrinkled) condition to each of the three Department locations between the hours of **8:00 a.m. to 3:00 p.m.**

All garments shall remain the property of the contractor. The minor repairs (i.e. tears, holes, discoloration, missing buttons, etc.) of uniforms will be the Contractor's responsibility. Replacements of uniforms that are worn out or that are not presentable to the public will be replaced at the City's request.

A full set of uniforms should be accounted for all employees at all times. All uniforms shall be delivered wrinkle-free on hangers. Uniforms will be counted in and out with a City of Havelock representative accepting delivery.

Bidders shall explain method of servicing uniforms, i.e., location of laundering facilities, dry cleaning, etc. Bidders shall list any subcontractors.

### **Repairs**

Missing buttons, rips, tears, and other damage that can be repaired shall be accomplished on a weekly basis prior to delivery. Uniforms shall be inspected by the Contractor prior to being returned to employees to ensure that the garments are fit for use. Employees should not be required to call the Contractor's attention for the need to repair. However, "hard to find" and "over-looked" repairs shall be identified by means of a repair tag supplied by the Contractor. The repair tag shall be placed on the garment lapel. All clean uniforms returned from the laundry requiring repair will be kept separate from soiled ones and returned. If the employee does notify the Contractor of the need for repair and the Contractor does not return the garment(s) repaired, the City shall withhold payment for said garments until such time as the repair(s) are accomplished. The cost of all normal repairs shall be included in the monthly fee. The successful Contractor will make all repairs in a good workmanship manner, to the satisfaction of the City.

Repairs shall be made in accordance with the following instructions:

- Tears and rips may be repaired without cloth backing if completed closure can be made.
- If fabric is missing, a patch, which matches the garment in color, shall be used to replace missing material and/or reinforcement material.
- Repairs will be made to the crotch area.

- Broken zippers will be repaired or replaced with equivalent quality.
- Broken, bent, or missing buttons will be replaced with equivalent quality

### **Lost or Damaged Garments**

The Contractor shall be required to provide a count on all garments picked up on site and must be verified by a City representative. This summary shall be provided for all garments whether picked up or delivered. Soiled and cleaned garments are to be delivered and picked up at a designated common area(s) only. Contractors are to provide a sample of count sheets with your initial response to this solicitation.

Garments supplied by the Contractor under this contract are the property of the Contractor. The Contractor will notify the City in writing of any proposed lost or missing items by the next business day, close of business. If Contractor claims garment losses by a City employee, the contractor will notify the City within 5 business days in writing. The City will assist with the recovery and there will be no charges for proposed lost garments until the City has been given 5 additional business days to recover uniforms. Any uniforms recovered after the City has been charged for a loss will be subject to a full credit from the Contractor. At no time will charges for lost or missing garments prohibit, delay or suspend regularly scheduled services.

The City will only consider invoices for lost or damaged garments when there is a physical or electronic receipt signed by a responsible City designee verifying the loss or damage. The receipt must be specific and detailed. General statements that charge for loss or damaged garments without details of garment type, quantity, and personnel involved, shall not be considered and will not be paid.

The City will assume responsibility for any documented losses where the loss has been proven to occur while the garment was in the custody of a City employee. Payment for said garments shall be based on the loss/replacement fee schedule provided as part of this RFP.

Invoices for damaged uniforms will only be paid when it is proven that the uniform was damaged through negligence of the City employee. The nature of a “work” uniform suggests hard use and accelerated wear of the garments. Therefore, it is the position of the City that staining will occur in the normal wearing of a work uniform and replacement with a new uniform is a normal consequence. For instance, mechanics will have oil stains on their uniforms. While these garments shouldn’t be replaced just for oil stains, the City will not pay for this “damage” because it occurred in the normal wearing of the work uniform.

At the City’s discretion, damaged uniforms will be replaced at the stated loss/replacement fee provided as part of this RFP.

### **Uniform Replacement**

The Contractor shall be responsible for the repair of all damage to the rented garments. Garments shall be maintained in a constant state of superior condition, with buttons securely



attached and missing buttons replaced. Replacements of uniforms that are worn out or that are not presentable to the public will be replaced at the City designee's request. The Contractor should also replace garments that do not pass their inspection and that can't be repaired. Any charges for these replacement uniforms must be in accordance with the lost/replacement charge policy provided as part of this RFP and with prior City approval.

All garments considered unsightly due to mending, stains, rips or excess wear shall be replaced with garments of the appropriate size that are free of visible stain, tears or rips. These alterations and/or replacements should be completed and returned within a two (2) week period. This will allow the vendor time to order the item, attach the name patch and clean the uniforms. Failure of the Contractor to repair or replace garments to a satisfactory condition shall be cause to withhold payment of the next invoice until repair is accomplished.

There shall be no charge for the replacement of garments that have become threadbare or worn out from normal usage.

There shall be no charge for the replacement of garments that have been in rotation for more than two (2) years.

If the Contractor delivers an item to the wrong location and the garment is not recovered at its original location, the Contractor is responsible for its replacement.

### **Lost/Replacement Charges**

Invoicing for lost or damaged garments shall be itemized or on a separate invoice submitted to the City. All fees for lost, damaged or replacement garments must be approved in advance by a City designee. Approval will be indicated by initials or signature on delivery receipt that clearly states all charges to be incurred for lost/replacement fees. Authorization by a City designee on an electronic device is also acceptable as long as an electronic copy is provided to the City.

No damage fees or replacement costs will be charged by the vendor except for loss by employee, or willful abuse of garment beyond normal wear and tear. All damaged garments must be made available for examination by a City representative to make final determination as to the damage or replacement cost.

Please provide as part of this RFP a list of not to exceed lost/replacement charges for each of the following items.

Cotton T-Shirt  
Work Shirt (65/35 blend)  
Work Pants (65/35 blend)  
Supervisor Work Shirt (65/35 blend)  
Supervisor Work Pants (65/35 blend)  
Cotton Work Shirt  
Cotton Work Pants  
Supervisor Cotton Work Shirt  
Supervisor Cotton Work Pants

Jacket Three Season

### **Cleaning Requirements**

Garments shall be laundered to the highest industry standards with detergents, hung on hangers and returned to each employee wrinkle-free. No starch or similar product is to be used.

Workmanship shall be of first class commercial quality to produce clean, dry, uniforms of good general appearance. It shall be performed with handiwork, cleaning substances, and heat conditioning determined to promote extended serviceability of the uniforms.

All wastewater treatment and disposal shall be made in compliance with all applicable laws and regulations. There shall be no additional surcharges for wastewater treatment

### **PICK UP AND DELIVERY:**

Currently the uniforms shall be delivered to 3 locations within the City. However, the City does reserve the right to add new locations within the City at any time during the contract period. The pickup and delivery dates will be coordinated with the City designee. The delivery day will be the same every week. The City designee should be notified of any change to the delivery schedule in writing two weeks prior to the change. All deliveries should be made between 8 am and 3 pm, Monday through Friday.

At the time of pick-up and delivery, the Contractor is to perform an individual count of garments collected and provide documentation to the City designee. A copy of the documentation will be matched with the delivery count the following week. Any garments lost by the Contractor will be replaced by the Contractor at no cost. The Contractor will be responsible for identifying each garment, ensuring that it is returned to the same user.

All uniforms shall have a strip of laundry tape on the inside collar with the agency employee's last name. In addition, Contractor may choose to use a bar coding system to identify the location and employee. All employees should be able to identify their own garments. The original service date of the garment should be identifiable.

The City designee will notify the Contractor of employees that no longer work for the City. The City will be responsible for unreturned uniforms from employees that no longer work for the City.

### **HOLIDAYS:**

If a location's normal pick up/delivery day falls on a holiday, pick up/delivery will fall to the previous or next business day. It is the Contractor's responsibility to know and plan for City holidays. Notice should be posted two weeks in advance as to the revised pick-up date.

#### **NATURAL DISASTERS/EMERGENCY:**

In the event a natural disaster or other emergency prevents regular delivery of uniforms, Contractor will coordinate with the City to deliver uniforms as soon as possible. The City will not be charged until delivery is resumed.

#### **PROPOSAL PRICES:**

Prices are to be quoted as a total cost per garment, per employee, per week and are to include all applicable costs such as: rental, attachment of emblems to uniforms, cleaning, repair, alterations, measuring, packaging, hangers, wastewater treatment, emblems, and weekly deliveries. No preparation or other charges or fees shall be assessed to the agency for new employee uniforms. No fuel sur-charges shall be assessed.

#### **6. CUSTOMER SERVICE REPRESENTATIVE**

The successful bidder shall supply a direct dial contact number for the customer service representative handling the City of Havelock's account.

#### **7. PAYMENT**

Payment will be full compensation for all uniform rentals covered under the scope of services in the contract. Payment for this service will be in monthly installments. The Contractor shall request monthly payment by submitting a properly prepared and typed invoice to the applicable City office for review and approval. Invoice accuracy is imperative and should be verified by the Contractor prior to submission to the City office. Invoice errors/discrepancies may cause payment delay. The City reserves the right to withhold payment for services not received. Any charges for items that are not covered under the scope of this agreement, or approved in writing by the City in advance will not be paid.

#### **8. CONTRACT**

The contract is to be effective for a period of three (3) years commencing upon the initial delivery of the new uniforms, but subject to the right of the City to terminate said contract upon thirty (30) days' notice. The City will not consider auto renewal but does reserve the right to renew this contract for two additional 12 month periods upon written agreement between the parties. The City may add or delete employees and/or locations for uniforms at any time during the life of the contract with no penalty at the current contract price. If a uniform(s) is no longer required by any employees(s), the uniform(s) will be returned to the contractor with adjustments made accordingly. All rates/fees shall be fixed for the contract term.

No addenda will be considered or permitted.

**PROPOSALS FOR RENTAL OF UNIFORMS FOR THE CITY OF HAVELOCK**

BIDDER NAME \_\_\_\_\_ DATE \_\_\_\_\_

BIDDER ADDRESS \_\_\_\_\_

BIDDER PHONE NUMBER \_\_\_\_\_

**WEEKLY COST PER EMPLOYEE**

**Shirt: T-Shirt Cotton Short Sleeve**

Regular \_\_\_\_\_

**Shirt: Cotton Short Sleeve**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Shirt: Cotton Long Sleeve**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Work Pants: Cotton**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Shirt: Polyester/Cotton Blend Short Sleeve**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Shirt: Polyester/Cotton Blend Long Sleeve**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Work Pants: Polyester/Cotton Blend**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Jackets: Three Seasons**

Regular \_\_\_\_\_

**REPLACEMENT COST PER UNIFORM**

**No damage fees or replacement costs will be charged by the vendor except for loss by employee, or willful abuse of garment beyond normal wear and tear. All damaged garments must be made available for examination by a City representative to make final determination as to the damage or replacement cost.**

**Shirt: T-Shirt Cotton Short Sleeve**

Regular \_\_\_\_\_

**Shirt: Cotton Short Sleeve**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Shirt: Cotton Long Sleeve**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Work Pants: Cotton**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Shirt: Polyester/Cotton Blend Short Sleeve**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Shirt: Polyester/Cotton Blend Long Sleeve**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Work Pants: Polyester/Cotton Blend**

Regular \_\_\_\_\_

Supervisor \_\_\_\_\_

**Jackets: Three Seasons**

Regular \_\_\_\_\_

**Resizing:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

### **Example of City Seal patch**



### **ACCEPTANCE OF OFFER**

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order.

### **FIRM PRICES**

The bidder warrants that prices, terms and conditions quoted in his/her bid will be firm for acceptance for a period of not less than seventy-five (75) days from the bid opening date unless otherwise specified in the IFB. Such prices will also remain firm for the entire contract performance period, including all purchase orders or contracts thereunder which are to be performed over a period of time.

### **ESTIMATED QUANTITIES**

Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the City that these quantities shall be purchased. The quantities shown are for the bidders' information only, and the City shall be bound only for actual quantities ordered.

### **F.O.B. HAVELOCK, NORTH CAROLINA**

Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. Havelock,

North Carolina, with all delivery costs and charges included in the bid price. Failure to do so may cause rejection of bid.

#### **VARIATIONS OF SPECIFICATIONS**

For purposes of bid evaluation, bidder must indicate any variances from our specifications and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the City's specifications.

#### **QUALITY**

All materials used in the manufacture or construction of supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest make or model, of the best quality, and highest grade workmanship.

#### **TIMELY DELIVERY**

Time will be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

#### **COPYRIGHT OR PATENT RIGHTS**

Bidder warrants that there has been no violation of copyrights or patent right in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

#### **CONFLICT OF INTEREST**

The bidder, by acceptance of this order, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the City of Havelock is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

#### **DEFAULT OF CONTRACT**

In case of default by the bidder or contractor, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

#### **MODIFICATIONS OR CHANGES**

No agreement or understanding to modify this IFB and resultant purchase orders or contracts shall be binding upon the City unless made in writing by the City's authorized representative.



## **COMPLIANCE WITH LAWS AND REGULATIONS**

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

## **INSURANCE**

Contractor agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. Company also agrees that Company shall provide, in a form acceptable to City, certificates of Workers Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

## **RELEASE**

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder. This release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.