

CITY OF WINSTON-SALEM VENDOR INFORMATION FORM

CITY OF WINSTON-SALEM
CITY/COUNTY PURCHASING DEPARTMENT
P. O. BOX 2511
WINSTON-SALEM, NORTH CAROLINA 27102

City Link (336) 727-2983

Please complete all the appropriate spaces below and return the original printed copy to the address above. **Print legibly or type.** Please use the space below, where indicated, to describe the commodities you sell or the services you wish to provide to the City of Winston-Salem or attach line cards to this form.

Note: Completion and submission of this form does not guarantee solicitation of offers nor award of contracts from the City of Winston-Salem or Forsyth County. City/County Purchasing officials will use this information to include applicants on bidder's lists when formal bid notices are issued. However, City and County departments have wide authority to enter into purchase or service agreements without Purchasing Department approval. Applicants are encouraged to contact other departments listed on City and County websites to insure the best possible opportunity for City or County business.

Company Name: _____
(Show company name as identified with the Office of the Secretary of State of North Carolina.)

OR

Last: _____ First: _____ Middle: _____

Type of Organization:
 Corporation Partnership Proprietorship Individual Other _____

Contact Person: _____ Title: _____

Contact Phone #: _____ Fax Telephone #: _____

Email address: _____ Web site address: _____

Street address: _____

P. O. Box: : _____

City, state, and zip: _____

Purchase order mailing address: _____

City, state, and zip: _____

Accounts payable mailing address: _____

City, state, and zip: _____

**DO NOT RETURN THE FOLLOWING PAGES WITH THIS FORM
KEEP FOR YOUR RECORDS**

City of Winston-Salem purchases are subject to the following terms and conditions:

1. The specified item(s) shall be delivered F.O.B. to Winston-Salem, North Carolina, according to the address stated on the Purchase Order unless stated otherwise in the special conditions.
2. The Purchase Order Number, Item Number, and Inquiry Number shall be affixed to the outside of each packing crate or carton and items not in packing material.
3. The City reserves the right to reject any and all shipments if the supplier fails to meet all terms and conditions of the contract award.
4. Suppliers of equipment requiring service connections must visit the field site to check buildings, measurements, and conditions.
5. The supplier is responsible for all errors, omissions, and deviations from the contract requirements in shop drawings when such drawings are submitted by the supplier and approved by the City.
6. The successful bidder must prepare two (2) printed sets of operating instructions, recommended maintenance schedules, parts lists, and descriptive literature for the City, if applicable.
7. After the installation is completed, the supplier shall instruct the designated City, ersonnel in the proper use of the equipment.
8. On notification by the customer, the supplier must remove all equipment and reconstruct or refurbish any defects or work rejected by the City. The expense of removing, reconstruction, replacing, or refurbishing unfit, unsound, or damaged work or material shall be the responsibility of the supplier.
9. Payment will be made within thirty (30) days after acceptance by the City. If partial payments are provided for, final payment will be made after acceptance by the City.
10. In the case of installed equipment, twenty-five percent (25%) of the total contract award shall be withheld until the equipment and installation is accepted by the City. Withholding twenty-five percent (25%) of the contract award shall not affect the discount terms of the contract.
11. All equipment will be guaranteed against defects in materials and workmanship for a period of not less than one year from the date the equipment is put into service, and accepted by the City. Copies of all guarantees and warranties are to be attached to the bids.
12. The City reserves the right to reject any or all bids, and to waive informalities.
13. In accordance with State Law (GS 143-129), the award will be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract.

14. Taxes:

- A. Federal: The City is exempt from Federal Excise Taxes. The City, will issue Federal Excise Exemption Certificates or Internal Revenue Tax Exemption Number only upon request of the contractor. Issuance of the certificate does not mean that the contract is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The City, will not guarantee any Federal Tax refunds to the contractor.
 - B. State: Applicable North Carolina Sales and Use Taxes are NOT to be shown on bids, but are to be added to invoices as a separate item.
15. All supplies, materials, and equipment must be new and in first class condition. Bids offered on inferior or "second-line" equipment will not be accepted.
 16. Alternate items that are not outlined in the attached specifications may be bid, but must be accompanied by complete factory specifications and descriptive pamphlets, and must be clearly designated as an alternate bid.
 17. If a bidder cannot meet the minimum requirements of the detailed specifications, he must outline and itemize each instance by a letter of transmittal and detail the item he offers.
 18. All bids must be firm and not subject to increase.
 19. The supplier shall give the City the benefit of any industry-wide price reduction during the contract period.
 20. The unit price as well as total price for each item must be listed for purposes of individual evaluation.
 21. The City reserves the right to hold bids open for a period of sixty (60) days after bid opening before making awards.
 22. No special inducements will be considered that are not a part of the original bidding document.
 23. BID DEPOSIT REQUIREMENTS: Bid bonds may be required pursuant to N.C.G.S 143-129.
 24. PERFORMANCE BOND REQUIREMENTS: Performance bonds may be required pursuant to N.C.G.S 143-129.
 25. The award of this contract constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the contract until the contract is duly executed by the City. The bid deposit shall be retained if the bidder fails to execute the contract or give satisfactory surety as required by N.C.G.S. 143-129.
 26. The City in each case refers to the City of Winston-Salem and/or the City/County Utility Commission, an Agency of the City of Winston-Salem.
 27. It is the policy of the city of Winston-Salem that a City employee, officer or agent of the City may not participate in personal services or construction in which contract or the subcontractor, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.
 28. The successful bidder must comply with the provision of the Americans with Disabilities Act

(ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

29. Bids are to be submitted in a sealed envelope on the form provided; facsimile transmission (fax machine) bids are not acceptable.
30. In the event that the bidder's line item total price does not equal the product of the quantity specified multiplied by the unit price quoted, then the line item total price shall be disregarded and the unit price shall be accepted as the correct bid offering. The line item total price and the grand total price shall then be adjusted accordingly.
31. Bid response must be on the forms provided in this document.
32. This bid must be signed by a responsible official of the bidding organization. By order of City Council, bid signatures must be notarized.