

CONCRETE, READY MIXED

BIDS WILL BE OPENED AT

11:00 A.M. TUESDAY

NOVEMBER 17, 2009

SUITE 324 - CITY HALL

101 NORTH MAIN STREET

WINSTON-SALEM, NORTH CAROLINA 27101

FB1014

ADVERTISEMENT FOR BIDS
CITY OF WINSTON-SALEM, N.C.
CONCRETE, READY MIXED

Pursuant to Section 143-129 of the General Statutes of North Carolina sealed proposals endorsed CONCRETE, READY MIXED to be furnished to the City of Winston-Salem, N.C., will be received by the City of Winston-Salem/Forsyth County Purchasing Department in SUITE 324, City Hall until 11:00 A.M., TUESDAY, November 17, 2009 at which time they will be publicly opened and read. Instructions for submitting bids and complete specifications may be obtained at the office of the City/County Purchasing Department, Suite 324 City Hall, 101 North Main Street, Winston-Salem, N. C. (336) 747-6938 during regular office hours. Instructions are also available on the internet at www.cityofws.org. Follow links to the Purchasing Department. The City reserves the right to reject any or and all proposals.

MARSHALL MATHERS
PURCHASING DIRECTOR

BID PREPARED BY:

TAWANNA A. GATES
BUYER

PROPOSAL
 CONCRETE, READY MIXED
 CITY OF WINSTON-SALEM, N.C.

Winston-Salem City Council
 c/o the City/County Purchasing Department
 Post Office Box 2511
 Winston-Salem, North Carolina 27102

Gentlemen:

The undersigned hereby declares that he has carefully examined the specifications herein referred to and will provide all the material and equipment in accordance with the specifications attached hereto; and the requirements under them for the following sum to wit:

PRIMARY BID - Single Load

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	DELIVERED PRICE
1	5 CY	2000 PLAIN	
		More than 4 yds.	\$ _____
		Less than 4 yds.	\$ _____
2	10 CY	2500 PLAIN	
		More than 4 yds.	\$ _____
		Less than 4 yds.	\$ _____
3	200 CY	3000 PLAIN	
		More than 4 yds.	\$ _____
		Less than 4 yds.	\$ _____
4	10 CY	4000 PLAIN	
		More than 4 yds.	\$ _____
		Less than 4 yds.	\$ _____

- 5 150CY STATE B 3000 PSI Curb & Gutter
More than 4 yds. \$ _____
Less than 4 yds. \$ _____
- 6 20CY STATE B 4000 PSI Curb & Gutter
More than 4 yds. \$ _____
Less than 4 yds. \$ _____
- 7 30 CY Flowable Fill 100 PSI
More than 4 yds. \$ _____
Less than 4 yds. \$ _____
- 8 30 YDS 5000 PSI
More than 4 yds. \$ _____
Less than 4 yds. \$ _____
- 9 20 YDS Fast-Track/24 hr mix
More than 4 yds. \$ _____
Less than 4 yds. \$ _____
- 10 30 YDS Straight cement mix
More than 4 yds. \$ _____
Less than 4 yds. \$ _____
- 11 20 hours (includes truck driver)\$ _____

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITIES</u>	<u>DESCRIPTION</u>	<u>PICK UP PRICE</u>
12	20 CY	2000 PLAIN	\$_____/Yd
13	80 CY	2500 PLAIN	\$_____/Yd
14	1050CY	3000 PLAIN	\$_____/Yd
15	20 CY	4000 PLAIN	\$_____/Yd
16	500CY	STATE B 3000 CURB/GUTTER	\$_____/Yd
17	500 CY	STATE B 4000 CURB/GUTTER	\$_____/Yd
18	100 CY	100 PSI Flowable Fill	\$_____/Yd
19	30 YDS	5000 PSI	\$_____/Yd
20	20 YDS	Fast track/24hour mix	\$_____/Yd
21	30 YDS	Straight Cement mix	\$_____/Yd

TOTAL BID, ITEMS 1 THRU 21 PRIMARY BID:

_____ DOLLARS \$_____

SECONDARY BID

ESTIMATED DESCRIPTION QUANTITIES	PICK UP PRICE	DELIVERED PRICE
5 CY 2000 PLAIN	\$ _____	\$ _____
10 CY 2500 PLAIN	\$ _____	\$ _____
200 CY 3000 PLAIN	\$ _____	\$ _____
10 CY 4000 PLAIN	\$ _____	\$ _____
150 CY STATE B CURB/GUTTER 3000	\$ _____	\$ _____
20 CY STATE B CURB/GUTTER 4000	\$ _____	\$ _____
30 CY 100 PSI FLOWABLE FILL	\$ _____	\$ _____
50 CY FOB 3000 PLAIN	\$ _____	\$ _____
30 YDS 5000 PSI	\$ _____	\$ _____
20 YDS FAST-TRACK /24 HR MIX	\$ _____	\$ _____
30 YDS STRAIGHT CEMENT MIX	\$ _____	\$ _____
20 HOURS (Includes Truck & Driver)	\$ _____	\$ _____

PRIMARY PRICE WILL BE PAID TO SUCCESSFUL BIDDER WHO WILL BE REQUIRED TO SIGN A CONTRACT WITH THE CITY FOR THE FULL DOLLAR AMOUNT OF ITEMS 1 -21.

THE CITY PERIODICALLY HAS SCATTERED POURS AT VARIOUS LOCATIONS AROUND THE CITY. THESE SCATTERED POURS USUALLY BEGIN BY 8:30 A.M. AND ARE NORMALLY COMPLETED BY 2:30 P.M. THE SAME DAY. SUPPLIERS ARE REQUESTED TO PROVIDE AN HOURLY COST FOR A TRUCK AND DRIVER. THE CITY WILL PAY THE F.O.B. PRICE AT THE SUPPLIERS PLANT FOR CONCRETE FOR THAT PARTICULAR DAY.

PLEASE FURNISH PRICES FOR THE FOLLOWING IN THE EVENT THE CITY HAS A NEED TO PURCHASE ANY DURING THE CONTRACT PERIOD.

For No. 78 stone add: \$ _____ Per Yard
For 1% calcium chloride add: \$ _____ Per Yard
For 2% calcium chloride add: \$ _____ Per Yard
For 3% calcium chloride add: \$ _____ Per Yard.
For fiberglass reinforcement, add: \$ _____ Per Yard.
For natural sand, add: \$ _____ Per Yard
For retarder, add: \$ _____ Per Ounce
For hot water, add: \$ _____ Per Yard

The City reserves the right to buy more or less than the quantities listed in the proposal during the contract period.

Prices quoted shall be firm and not subject to an increase during the contract period January 1, 2010 thru December 31, 2010. A blanket purchase order will be issued to the primary supplier for the period January 1, 2010 thru June 30, 2010 and July 1, 2010 thru December 31, 2010.

Inasmuch that city concrete projects are to be completed in a timely fashion for the benefit of the citizens and vehicular traffic of Winston-Salem, it is important that Concrete, Ready Mixed be available on request. Therefore, the City reserves the right to use secondary suppliers if the primary supplier cannot furnish requested concrete in a reasonable period of time.

The above quoted delivered prices shall be F.O.B. job site.

N. C. Sales Tax is not to be included in the above prices. The City will pay N. C. Sales Tax when invoiced.

It is certified that this proposal is made in good faith and without collusion with any person bidding on this contract or with any officer or employee of the City of Winston-Salem.

The undersigned further agrees that in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, political affiliation or national origin.

This proposal must be signed by a responsible official of the offering company. By order of the City Council, all proposals must be signed and notarized.

COMPANY

TELEPHONE NUMBER

AUTHORIZED SIGNATURE

WITNESS

TYPED NAME AND TITLE

FEDERAL IDENTIFICATION #

MAILING ADDRESS, (P.O. BOX OR STREET)

FAX TELEPHONE NUMBER

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

On this ___ day of _____, 20
before me _____ to me

(name)

personally known, being duly sworn, did execute the
foregoing proposal, and did so state that he/she was
properly authorized by _____

(company name)

to execute the proposal and did so on his/her free
act and deed.

SEAL

Notary Public _____

My commission expires

THE FOLLOWING INFORMATION IS REQUESTED FOR STATISTICAL PURPOSES ONLY. THE PROVISION OR OMISSION OF THIS INFORMATION WILL NOT AFFECT NOR INFLUENCE THE CITY'S AWARD OF THIS CONTRACT.

Bidder further certifies that:

We are a minority business enterprise

are not

If yes, please identify in the appropriate box below:

Black

Hispanic

Oriental

Native American Indian including Eskimos and Aleuts

We are a woman-owned business concern.

are not

CITY OF WINSTON-SALEM, NC
GENERAL CONDITIONS AND INSTRUCTIONS

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, personnel in the proper use of the equipment.
8. On notification by the customer, the supplier must remove all equipment and reconstruct or refurnish any defects or work rejected by the City. The expense of removing, reconstruction, replacing, or refurnishing 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: A bid bond is not required for this bid.
24. PERFORMANCE BOND REQUIREMENTS: A performance bond is not required for this bid.
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 the City Council, bid signatures must be notarized.