

**CITY OF WINSTON-SALEM
VENDOR INFORMATION FORM**

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

(336) 727-2983

Please complete all the appropriate spaces below and return the original printed copy to the address below. Print legibly or type. Please use the last page, 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 bidders lists when formal bid notices are issued. However, City and County departments have wide authority to enter into purchase or service agreements without Purchasing 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 _____

Federal Tax ID# _____ - _____ OR Social Security # _____ - _____ - _____

Certification - Under penalties of perjury, I certify that: (check 1 or 2)

___ 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

___ 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Sales taxes: The City of Winston-Salem is required to pay North Carolina state and local sales tax. Sales tax should not be shown on bid forms, but should be included as a separate line item on invoices. Are you are set up to charge these taxes on your invoices? Yes No

If yes, in which county do you report sales tax? _____ County

The City will not pay sales tax for labor. Invoices for construction or repair projects must separate materials and labor costs; sales tax will be paid on materials.

Credit cards: City purchases not subject to state of North Carolina bid laws may be made by credit card. Are you are set up to accept credit cards? Yes No
Do you charge a surcharge for credit card purchases? Yes No
If yes, what is the amount of your surcharge? _____%

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: _____

3rd Party Remit Address: If payment invoices are to be collected by another organization, complete the following information:

Contact Person: _____ Title: _____

Contact Phone #: _____ Fax Telephone #: _____

Street address: _____

P. O. Box: : _____

City, state, and zip: _____

Please attach a list of additional addresses, if needed, and indicate the purpose of each.

I certify that the information on this form is true and complete.

(PRINT NAME and TITLE)

(SIGNATURE) (DATE)

We are a minority owned company.
 are not a minority owned company.

If yes, please identify in the appropriate box below:

- Black
- Hispanic
- Oriental
- Native American Indian including Eskimos and Aleuts

We are a woman-owned company.
 are not a woman-owned company.

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, 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: 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, loses, 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 Board of Aldermen, bid signatures must be notarized.

