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, reconstructing, 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 City
Council, bid signatures must be notarized.