



City of Rocky Mount Certification Regarding Debarment and Suspension

Contracts for construction or services shall comply with the provisions of 43 CFR Part 12, Subpart C (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments). In order to comply with this provision, no contract may be awarded by the grantee (City of Rocky Mount), a subgrantee or contractor of any grantee or subgrantee to any party that has been debarred or suspended under Executive Order 12549. By signing this document, you certify to the best of your knowledge that the company, its principals, and its subcontractors which may be awarded a contract with the City of Rocky Mount:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State, or local) with commission of any of the offenses in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

BY _____ DATE _____
(Signature of Owner or Authorized Representative)

(Company Name) (Name/Location of Project)

INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, or items that do not have prior approval, must be furnished free of expense, prior to the opening of bids, and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of samples must be made 10 days following opening of bids. Each individual sample must be labeled with bidder's name and item number.
2. Price should be stated in units of quantity requested on price proposal sheet(s) with packing included.
3. If the items bid upon have a trade name or brand, such trade name or brand must be stated in the bid.
4. Attach complete specifications for any substitution offered, or when amplification is desirable or necessary.
5. If descriptive matter is attached to bid, bidder's name must be on all sheets pertaining to proposals or bids.
6. Where a brand or trade name appears in the specification, it is understood that it refers to that material or its equivalent.
7. Please address and mail your bid as shown below:

**CITY OF ROCKY MOUNT
PURCHASING DEPARTMENT
P.O. DRAWER 1180
ROCKY MOUNT, N.C. 27802**

8. MARK YOUR BID IN THE LOWER LEFT HAND CORNER OF ENVELOPE AS PER THE FOLLOWING SAMPLE.

<p>BID REQUEST NO. : (PUT CRM BID #) SEALED BIDS ON: (PUT TITLE OF BID) TO BE OPENED: (PUT DATE, TIME & DAY OR WEEK)</p>
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If forwarded other than by mail delivery, bids must be delivered/addressed directly to City of Rocky Mount, Purchasing Department, 331 S. Franklin Street, or Purchasing Conference Room, 4th floor, Municipal Office Building, Rocky Mount, N.C. 27803.

***ALL BIDDERS ARE TO READ AND SIGN THE CITY OF ROCKY MOUNT CONDITIONS FOR
BID AWARD AND RETURN IT WITH THEIR BID PRICE PROPOSAL.
FAILURE TO DO SO MAY RENDER YOUR BID AS NON-RESPONSIVE.**

**CITY OF ROCKY MOUNT
CONDITIONS FOR BID AWARD**

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by the City of Rocky Mount from the date shown until the date of opening the proposals, the plans and specifications of the proposed work and/or complete description of the apparatus, supplies, materials, or equipment and/or work and services are and will continue to be on file in the office of the Purchasing Manager of the City of Rocky Mount, N.C. during usual office hours 8:30 A.M. to 5:00 P.M., and available to prospective bidders.
2. No proposal will be considered or accepted unless, at the time of its filing the same shall be accompanied by Cash or a Certified deposit check on some bank or trust company insured by the Federal Deposit Insurance Corporation, in an amount of not less than the five percent (5%) of the total proposal. In lieu of making the cash deposit as above provided, such bidder may file a bond executed by a corporate surety, licensed under the laws of North Carolina to execute such bonds, all bid bonds and deposits being further conditioned under Section 2, G.S. 143-129 H.B. 634.
3. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Rocky Mount.
4. The bidder and/or bidders to whom contract is awarded must comply fully with the requirements of General Statutes, Section 143-129 as amended, including entering into contract and/or Purchase Order and the furnishing of a satisfactory surety bond in the full amount of the contract price to guarantee faithful performance of the contract.
5. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points or from date correct invoice is received if latter than the date of delivery. Guaranteed maximum price must be shown in all bids.
6. In case of default of the contractor and/or suppliers, the City may procure the articles, or services from other sources and hold the contractor and/or suppliers responsible for any excess cost occasioned thereby.
7. Payment by City due thirty days after delivery in Rocky Mount and inspection unless otherwise specifically provided: subject to any discounts allowed.
8. By mutual consent, between the City of Rocky Mount and the successful bidder and/or bidders, the base contract may be subsequently extended up to 100 per cent (100%) of the dollar value.
9. Positively No Bids considered unless submitted on the proposals furnished by the City of Rocky Mount.
10. All tax imposed upon any article on which you are bidding, shall be shown as a separate item and in no case included with price bid. Failure to comply with these conditions may be considered grounds for rejection. Tax on any item will not be considered in the total cost of the bid for contract award.

11. This proposal shall be irrevocable after the public opening and cannot be withdrawn after the time and said deposit shall be forfeited to the City of Rocky Mount as liquidated damages if this bid is withdrawn after the public opening, or if the undersigned bidder fails to execute formal contract and provide satisfactory surety within ten (10) days after the award. If this bid is not accepted within thirty (30) days after the public opening, it shall be deemed rejected and deposit shall be returned to the undersigned bidder.

12. It is specifically agreed as part of the consideration of the signing of this contract that the parties herein, their agent, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, national origin, handicapped status, age, religion or sex with reference to the subject matter of this contract no matter how remote. The parties hereto further agree in all respects to conform with provisions and intent of the City of Rocky Mount, North Carolina.

This provision being incorporated for the benefit of the City of Rocky Mount and its residents may be enforced as set out in said ordinances, enforcement of these provisions shall be by action for specific performance, injunctive relief, or other remedy as by law provided; and this provision shall be construed in such manner as to prevent and eradicate all discrimination based on race, color, creed, national origin, handicapped status, age religion or sex.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this contract.

13. The City reserves the right to award all or any part to one or more bidders.

14. (5%) deposit Enclosed \$_____ see paragraph 2.

15. It is understood that the items in this proposal will be purchased as stated on price proposal sheet. Where there is an estimated quantity being requested, the items will be purchased on an as needed basis.

16. The successful bidder(s) must maintain in stock at all times the items in this contract in sufficient quantities to assure quick delivery on replacement items. The City of Rocky Mount reserves the right to inspect the facilities of each bidder before awarding the contract.

17. Contract or Purchase Order shall be for a one time purchase, or for the period of time noted in the specifications or on the purchase order.

18. The City of Rocky Mount reserves the right to cancel the contract at any given time, by giving the vendor a thirty (30) day written notice.

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted within 30 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days, after receipt of order, delivery F.O.B. Rocky Mount, N.C.

Discounts will be allowed for prompt payments as follows:

10 calendar days _____ percent

15 calendar days _____ percent

20 calendar days _____ percent

30 calendar days _____ percent

Bidder: _____

Address: _____

By: _____
Authorized To Sign

Telephone No.: _____

Title: _____

Fax No.: _____

Date: _____