



## **Guilford County's General Terms and Conditions**

1. This bid package serves as official notice that GUILFORD COUNTY is soliciting and will receive bids for the item(s) and/or service(s) stated on the event cover page and outlined in the Bid specifications. Bids shall be submitted electronically via the Purchasing Department's website: [www.myguilford.com/purchasing](http://www.myguilford.com/purchasing) by the event close date and time specified.
2. All addenda to this bid package will be issued electronically. No oral changes by anyone shall affect this bid package.
3. The official bid price, quote, response for RFP, RFQ, or otherwise instructed; shall be signed by a duly authorized person acknowledging full understanding of the bid information and all addenda. The signature shall be witnessed and the Corporate Seal affixed if a corporation. The exact legal name of the corporation or other entity shall be provided
4. Price quotes shall be net, to include all discounts and delivery charges to GUILFORD COUNTY. In cases of difference between unit price and total price, unit price shall prevail unless otherwise noted.
5. Bid event submittal schedules are fixed and will not be amended unless Guilford County determines the County has given cause to extend the event.
6. Items and services bid are for delivery or completion as soon as possible unless otherwise stated. Delivery or completion dates could therefore be important in making the award.
7. With the exception of construction bids, state and local sales taxes are not to be included in quotes, but they are to be added later to all invoices shown as a separate line item for payment. Federal sales-excise) taxes, where applicable, are to be included in quotes as they are a part of the purchase price. See the construction bid specifications in the event for construction and repair sales tax requirements.
8. All Formal Bids will be publicly opened and recorded at the date and time specified by and in the Purchasing Department. It is GUILFORD COUNTY's policy to announce the award electronically. All other information, except that specifically noted by the Supplier as being of a Confidential nature, becomes public record in accordance with GS 132 and other applicable North Carolina laws. All interested parties are invited to attend any Formal Bid opening.
9. GUILFORD COUNTY will have a period of thirty (30) days, unless otherwise stated, after opening to analyze and award to lowest responsive and responsible bidder based on service, quality, delivery date, performance data and price. The successful supplier shall promptly enter into a contract acceptable to Guilford County.
10. All Events/Bids in the Formal Range require the final approval of the GUILFORD COUNTY Board of Commissioners who normally meet in open session two times each month, the first and third Thursday at 5:30 PM. Everyone is invited to attend those meetings.
11. A Bid Deposit may be required. If this is the case, it will be clearly stated in the Event specifications for each package. If a bid deposit is required, it should be no less than 5% of the total bid in cash, cashier's check, certified check, or a Bid Bond. The checks shall be drawn on a bank or trust

company insured by the Federal Deposit Insurance Corporation; and, the bond shall be a corporate surety licensed under the State of North Carolina. The obligee in either check or bond shall be Guilford County.

12. If Bid Deposit Checks are received, they will be returned to all suppliers when the successful supplier has been selected and the contract awarded by Guilford County. The successful deposit check will be returned when the required contract has been executed.
13. In addition to the bid deposit or bid bond, some supplier's may require a separate Performance Bond and/or laborers-materials men's bond as provided by law in the amount of the contract by the awarded supplier(s). If this is required, it will be clearly stated in the bid specifications. In place of a bond; cash, cashier's check, certified check or government securities shall be acceptable.
14. Guilford County reserves the right to reject any or all bids if in the best interest of the County.
15. In case of default by the Supplier, Guilford County shall retain the Bid Deposit or call upon the Bid Bond surety unless otherwise provided by Law.
16. Guilford County's policy is normally Net 30 days upon completion and acceptance. In the case of some longer term projects, Guilford County may choose to release partial payments to the supplier each month based on 90% of the estimated value of the work completed. The final payment will be released within thirty (30) days or less after the satisfactory completion of all work, its acceptance by Guilford County and the settlement of all other claims and accounts.
17. In the case of Continuing Service Type Contracts, payment will be made monthly or as otherwise agreed upon.
18. It is Guilford County's Purchasing Policy to conduct all purchasing within the North Carolina Laws and Guilford County Purchasing Policy, to provide each supplier/contractor an equal opportunity to participate, and to award on a best value basis. In order to accomplish our policy, we intend to make every supplier/contractor aware of each purchasing opportunity. Contracts shall be awarded to the lowest responsive and responsible bidder(s) based on quality, performance and the time specified in the proposal for the performance of the contract. Suppliers/contractors should register online at [www.myguilford.com/purchasing](http://www.myguilford.com/purchasing).
19. A Material Safety Data Sheet (MSDS) shall be furnished to Guilford County for all products purchased that contain hazardous material and/or components.
20. Any supplier/contractor performing work on GUILFORD COUNTY property is required to have adequate Liability and Workers Compensation Insurance that will fully protect GUILFORD COUNTY from any damages to property and/or persons caused by the supplier/contractor.
21. The successful supplier shall be required (and is responsible) to take Affirmative Action to employ Disabled Veterans and Veterans of the Viet Nam era, including listing vacancies with the North Carolina Employment Security Commission, under 42 US Code 4212 and applicable regulations thereafter.

The successful supplier shall be required to employ in the workforce only those laborers whose employment is consistent with all applicable State and Federal Laws. The successful supplier, and each subcontractor, shall prior to performance of the work receive clear written evidence from each laborer that said laborer may lawfully be employed. Said evidence shall immediately be submitted to the County. Failure of said Supplier or Subcontractor to receive, retain and/or provide to the

County such evidence shall constitute a material breach of the Contract with the County.

22. The Supplier shall take Affirmative Action in complying with all Federal and State requirements concerning fair employment without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
23. The successful Supplier is responsible for compliance with all applicable Local, State and Federal Laws, including all state and local permits, licenses and fees.
24. If the Supplier/Contractor should undergo merger, acquisition or any change in their ownership or their name for any reason, the provider shall immediately notify Guilford County in writing of these changes and provide Guilford County with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, the Supplier/Contractor shall submit the name and address of their registered agent for Service of Process and/or all notices required under the contract(s). This contract shall not be assumed or otherwise transferred to another party by the Supplier/Contractor without the express written consent of Guilford County, which said consent will be evidenced by acceptance memo, letter or e-mail from the Guilford County Manager, or designee, to the original Supplier/Contractor under the contract and the assuming Supplier/Contractor.
25. Provider shall operate as an independent contractor for all purposes. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.
26. This contract is governed by the Laws of the State of North Carolina.