



BID AND PROJECT REQUIREMENTS and CONTRACT

For

PREENGINEERED BUILDING PROJECT

FOR

IREDELL COUNTY FAIRGROUNDS

630 N. Main St., Troutman, NC 28166

INFORMAL BID INVITATION

19-455-IC-01

DEADLINE FOR SUBMITTING BIDS

4:00PM Tuesday, February 19, 2019

**BIDDING, CONTRACT,
& PROPOSAL SUBMISSION**

~Contact~

Dean A. Lail

Purchase & Contracts Manager

200 S. Center St. /PO Box 788

Statesville, NC 28677

dlail@co.iredell.nc.us

**PROJECT SPECIFICATIONS &
CONSTRUCTION ADMINISTRATION**

~Contact~

Robert Woody

Director, Facilities Services

200 S. Center St.

Statesville, NC 28677

rwoody@co.iredell.nc.us

A. INTRODUCTION

Iredell County is inviting informal construction bids to provide all material and labor for the turnkey provision and construction of a pre-engineered metal building to be erected on the Iredell County Fairgrounds located at 630 N. Main St. Troutman, North Carolina, 28166. All bids for buildings submitted in response to this solicitation must meet or exceed the building specifications as noted within this document. Upon award, This document becomes the sole contract for the project and Bidders agree to the terms, conditions and requirements noted herein.

Iredell County Facility Services will prepare the site, install the cement pad to the awarded Contractor's specifications, and perform all electrical and plumbing for this project.

After project award, the lead agency for project management and oversight will be Iredell County Facilities Services. However, questions regarding the various aspects of the bid and project should be submitted in writing by email to:

Dean A. Lail
Purchasing and Contracts Manager
dlail@co.iredell.nc.us

All questions regarding this RFB must be submitted by email prior to the Question Cut-off Date and Time noted below and made to the contact listed above. Responses to all questions received before the cut-off date and time will be made in writing and sent to all known plan holders by addendum and posted online to the County's Bid Page.

SCHEDULE OF EVENTS:

1/31/2019		Bid Release
2/07/2010	4:00PM	Deadline for Submitting Written Questions
2/19/2019	4:00 PM	Deadline for submitting written Bids

B. GENERAL BID & DOCUMENT REQUIREMENTS

All bidders submitting bids in relation to this request should familiarize themselves with the following general bid and contract terms and conditions. Bidders not in compliance with these documents subject their bid proposals to rejection.

Bid proposals must be submitted complete with all required signed documents, final pricing, signature pages, copies of applicable license etc., at the time of submission. Iredell County may or may not, at its sole discretion, request required information after bid opening and the lack thereof may subject a bid to rejection.

1. Bidders must comply with all aspects of this bidding process, which are designed to meet the requirements of North Carolina G.S. 143-128, 129 & 131, as amended, which collectively govern bidding and contracting procedures for government projects in North Carolina.
2. Bids submitted in response to this request will be governed by all N.C. General Statute, Iredell County Purchasing Ordinance and the general provisions outlined in this request.
3. All bidders for construction, renovation or improvement projects costing \$30,000 or above must hold a current, proper North Carolina General Contractor's license for the project at the time they submit their bid.

"North Carolina General Statute § 87-1. "General contractor" defined:

(a) For the purpose of this Article any person or firm or corporation who for a fixed price, commission, fee, or wage, undertakes to bid upon or to construct or who undertakes to superintend or manage, on his own behalf or for any person, firm, or corporation that is not licensed as a general contractor pursuant to this Article, the construction of any building, highway, public utilities, grading or any improvement or structure where the cost of the undertaking is thirty thousand dollars (\$30,000) or more, or undertakes to erect a North Carolina labeled manufactured modular building meeting the

North Carolina State Building Code, shall be deemed to be a "general contractor" engaged in the business of general contracting in the State of North Carolina.”

Iredell County does not provide training, prescreening or pre-determination of a bidder's or contractor's eligibility, except for the County's own convenience. Iredell County is neither responsible nor liable for any misunderstanding or misinterpretation of applicable statute nor any cost or expense caused by such. Iredell County may, however, hold liable any bidder submitting a bid for which they are not licensed to perform.

Bidders are personally responsible for being familiar with, understanding and complying with the entirety of North Carolina General Statute Chapter 87, as well as all other NC General Statute applicable to their participation in any bid or project in North Carolina. Failure to make oneself familiar with, or ignorance of, applicable statute neither alleviates nor relieves such bidders from the penalties or processes noted within NC General Statute including NC.G.S. §87-13 & 13.1, which generally state that any bidder not holding the appropriate contractor's license at the time of submitting a bid for any project noted within the Chapter is guilty of a Class 2 Misdemeanor.

4. Iredell County Government does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. All contractors or vendors who provide services, programs or goods for Iredell County are expected to fully comply with the County's non-discrimination policy.
5. Iredell County reserves the right to accept or reject any or all bids, evaluate all bids, especially where there is a wide range in specifications, and make an award in the best interest of the County. Iredell County reserves the right to take exception to or waive any item in the bid.
6. **BID AND CONTRACT: Please Read Carefully:** Signed Proposals submitted in response to this Request for Bids will be evidence of acceptance of Iredell County's terms and conditions, including here by reference Iredell County's Purchase Order Terms and Conditions and, combined with the terms and conditions set forth in this request for bid, make up the entirety of the contract to which Iredell County will be bound and no counter proposed terms and conditions presented in proposals and subsequent contracts will have no force or effect on the performance of this project.

Bid proposals offered to the County contingent upon the County's acceptance of any counter-terms and conditions must clearly and obviously state that an exception is being taken and what that exception is. Regardless, while such proposals *may* be considered during the bid review process, they remain subject to rejection at the sole discretion of Iredell County in favor of any bid containing conditions more favorable to the County. Iredell County accepts no counter terms/conditions unless specifically agreed upon in writing by Iredell County prior to contract award. **Regardless**, proposals taking total exception to Iredell County's terms and conditions and this bid document will be considered nonresponsive to this bid request and rejected as such.

Iredell County reserves the right to accept or reject any or all bid proposals and will exercise that right when reviewing proposals containing any counter-proposed terms and conditions not favorable to the County.

7. **Bid Submissions, Bid Evaluation and Contract Award:** Bidders should be careful to submit a complete bid proposal. Bids will be evaluated based on a combination of criteria, with price being only one. Product specifications will be used to evaluate product offered, installation, services, etc. All informal contracts for construction, installation or repair work shall be awarded to the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. In making a determination of responsiveness and responsibility, Iredell County may use criteria such as:
 - Compliance with bid package requirement, specifications of product offering, etc.
 - Contractor's qualifications
 - Contractor license
 - References
 - Financial ability
 - Insurance coverage
 - Etc.

8. All bids for combinations of work and product must be accompanied by the vendor's proposed start and completions schedule or timeline and other pertinent project data.
9. It is the responsibility of all respondents to contact Iredell County prior to submitting a response to the RFB to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with their response to the RFB.
10. **OMISSIONS:** Omission in this bid solicitation or technical specification of any provision herein described shall not be construed as to relieve the Contractor of any responsibility or obligation normally requisite to the complete and satisfactory delivery, installation, construction or satisfactory completion of this project.
11. All bid proposals must be written and submitted in the format prescribed by these documents, using the forms included. All bid proposals must be signed by an individual authorized to bind the contractor to a contract prior to submission. Proposals Packages should include the following:
 1. Cover Letter or Cover Sheet identifying Contractor
 2. Signed Bid Proposal and Terms Acceptance Sheet broken down according to Project Specifications below
 3. Statement including time from award notification to completion
 4. General Product Specifications Sheets – while product to be used is not specified, contractor must provide adequate information about the product it is proposing with its bid to allow subjective evaluation
 5. List of references for jobs of similar size, scope and specification, including company, contact name, phone number and email.
 6. Copy of Contractor's license when required by project.
12. **Bid Proposal and Terms Acceptance Sheets** should clearly present the following information:
 - a. Project Name: **Fairgrounds Pre-engineered Building Construction: Bid #19-455-IC-01**
 - b. Complete, not to exceed, bid for project according to specifications presented and broken down according to bid sheet. (Unforeseen project issues will be considered at time of discovery).
 - c. Delivery Schedule: Show Number of days or weeks following receipt of approved purchase order award and approved submittals. *Delivery and installation period will be a consideration for award.
 - d. General Contractor's License number
 - e. **Proposal Page must be signed** by an individual authorized by the contractor to bind the company to a contract and must clearly show the individual's title, company name and date.
13. **This is an informal bid process.** Bids should be submitted on the form included within the package clearly marked: **Fairgrounds Pre-engineered Building Construction: Bid #19-455-IC-01**
14. **DELIVERY OF BIDS:** Electronically transmitted bids WILL be accepted.

Bid proposals **must** be signed and should include: One (1) originally signed and complete bid proposal in 8-1/2 x 11 inch format with supporting documents.

Scanned copies of bid proposals may be emailed to:

Attn: Dean Lail, Purchase & Contracts Manager

dlail@co.iredell.nc.us

Subject: Fairgrounds Pre-engineered Building Construction: Bid #19-455-IC-01

Or:

Delivered or mailed **direct** to:

Attn: Dean Lail, Purchase & Contracts Manager

Fairgrounds Pre-engineered Building Construction: Bid #19-455-IC-01

200 South Center Street / P.O. Box 788

Statesville, North Carolina, 28687.

Bid Packages will be accepted up and until **4:00 PM Tuesday, February 19, 2019.**

PROMPT DELIVERY OF BIDS TO PURCHASING MANAGER IS THE SOLE RESPONSIBILITY OF THE BIDDER. BIDS RECEIVED AFTER THE 4:00 BID DEADLINE, REGARDLESS OF REASON, WILL NOT BE CONSIDERED.

15. Mailed bids or bids sent by any delivery service in that service's envelope must be included in a separate envelope clearly marked as above and placed inside the mailing envelope.
16. Iredell County shall not be held responsible for nor will it pay any costs or expense associated with the preparation or submission of a bid proposal submitted in response to this solicitation, such expenses and costs being the sole responsibility of the bidder. Nothing in this solicitation or any response submitted pursuant to shall obligate Iredell County to award a contract to a bidder.
17. Upon award, this document becomes the contract document for the noted project. In case of default of an awarded contractor, Iredell County may procure the articles and/or services from other sources and may hold the defaulting contractor responsible for any excess cost occasioned thereby.
18. *****PAYMENT:** In lieu of bid and performance bonds, and due to the pre-order requirement for this type project, Iredell County will pay on the following schedule: 40% upon order; 30% upon delivery and start of construction; 30% upon full and approved completion of all project requirements. Contractor must deliver all payment requests to the County's Facilities Services Project Manager by either invoice or construction payment request at the above stated percentage of the project. Once received and approved and signed by the noted County Representative, the payment request will be submitted for payment. No payment will be made until contractor completes all delivery, construction, installation or other provisions or responsibilities as agreed upon prior to project start and corrected any deficiencies found.
19. *****SECTION NOT APPLICABLE IN LIEU OF SECTION 18:** On occasion, to promote and assist small or minority business participation, Iredell County may approve a prepayment of a percentage of project materials cost, up to a maximum of 30% of the bid, to facilitate the purchase and placement of project materials. To qualify, contractor must include a request with their bid providing adequate basis and justification for pre-payment. Iredell County will review the request and make a determination as to approval and amount. Prepayments are made at the sole discretion of the County and no bid is to be submitted contingent on prepayment. If pre-approved, payment will be made after an invoice for materials that have been delivered and on-site has been submitted to the County Construction Specialist.
20. **TAXES:** It is Iredell County policy that no contract will be awarded to a contractor or vendor that is delinquent in paying Iredell County property taxes. In the event the lowest, responsive bidder is found delinquent, Iredell County reserves the right to a) reject said Contractor's bid as not responsible, (b) withhold award until taxes are paid in full, (c) withhold unpaid property taxes from all amounts payable from the resulting contract or (d) take any other actions deemed necessary by the County. Regardless, project award and start will not be postponed to accommodate delinquent contractor.
21. Iredell County requires that all contractors performing work on County property maintain minimum insurance coverage as outlined in **Minimum Insurance Requirements & Risk Control** below. Acceptance of Iredell County's insurance and risk requirements *is a requisite* for award. Do not make changes to or take exception to these insurance and risk requirements. Bids offered contingent on any change or exception taken to this requirement will be deemed both non-responsive to this bid solicitation's requirements and specifications and not responsible. Such offers will be rejected.
22. **Terms & Conditions Acceptance:** By submitting a signed proposal in response to this solicitation, the individual is verifying that he/she is a duly authorized representative of the company and is able to legally bind the company to the bid amount and this agreement. Signature also denotes agreement that the terms and conditions of this bid & contract document shall override all other terms and conditions, regardless of form or delivery.

C. CONTRACT TERMS AND CONDITIONS

1. **DEFAULT:** In case of default by the awarded contractor, Iredell County may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under this contract, Iredell County may immediately terminate for cause all existing contracts between Iredell County and the vendor and de-bar the vendor from doing future business with the County. These in addition to any and all remedies provided by law.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
4. **PERMITS & INSPECTIONS:** All Permits required by governing authorities shall be secured by contractor or contractor's agent. Proof of approved inspections for all required Permits relative to the Work shall be included with application for Final Payment.
5. **PAYMENT TERMS:** Payment terms are Net, not earlier or later than, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Iredell County is responsible for all payments to the contractor under the contract.
6. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in new condition. All containers and packaging shall be suitable for handling, storage or shipment.
8. **PATENT:** The contractor shall hold and save Iredell County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
9. **ADVERTISING:** Contractor agrees not to use the results of this RFB or any resulting contract or the name of Iredell County as part of any commercial advertising.
10. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Iredell County may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate Iredell County to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
11. **GENERAL INDEMNITY:** The contractor shall hold and save Iredell County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the a firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence, carelessness or intentionally tortious acts of the contractor

provided that the contractor is notified in writing within 30 days of Iredell County having knowledge or being made aware of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against Iredell County's agents who are involved in the delivery or processing of contractor goods to Iredell County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

12. **E-VERIFY:** E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security used to verify the work authorization of newly hired employees pursuant to federal law. Article 2, Chapter 64 of the North Carolina General Statutes requires that all employers doing business in the state of North Carolina, who employ 25 or more employees in this State, use E-verify to verify the work status of newly hired employees. Additionally, North Carolina General Statute 153A-449 states that "Contractors Must Use E-Verify. - No county may enter into a contract unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

The Contractor acknowledges that payment by the County is conditioned upon the Contractor's, or its subcontractor's, compliance with Article 2 of Chapter 64. Failure to comply may render any contract between County and Contractor void and unenforceable.

13. **IRAN Divestment Act (N.C.G.S. 147 Article 6E)** prohibits state agencies and local governments from entering into contracts with entities that the North Carolina State Treasurer has determined are engaged in certain investment activities in the Iranian energy sector.

The Article requires the State Treasurer's Office to publish a list of entities it has identified as investing in the Iranian energy sector and update the list every 180 days. This list can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. In addition, all entities contracting with the State and local governments are prohibited from subcontracting with any entity included on the Final Divestment List. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

Submission of a signed bid in response to this solicitation indicates contractor's understanding of and compliance with the requirements of this act. Any contract entered into with an entity included on the Final Divestment List is void and government entities in North Carolina are not authorized to issue payment for such a contract.

14. **Divestment From Companies Boycotting Israel Act (NC G.S. 147, Article 6G)** prohibits state agencies and local governments from entering into contracts costing over \$1,000.00 with any entity that the North Carolina State Treasurer has determined boycotts or is involved in a boycott of Israel.

The Article requires the State Treasurer's Office to publish a list of entities it has determined boycotts or is involved in a boycott of Israel and update the list at least annually. An entity identified on the Treasurer's list (called the "Final Divestment List") is prohibited from contracting with state agencies and local governments. Contracts entered into with an entity included on the Final Divestment List are rendered void by operation of the statute.

15. **TERMINATION:** Iredell County may terminate this contract for cause if the contractor fails to perform according to the contract provisions or original offer or for convenience when there has been a change in program requirements or inadequate funding

D. MINIMUM INSURANCE REQUIREMENTS

Iredell County requires that all contractors performing site preparation, paving, installation, construction, repairs or renovations on County property shall provide insurance certificates to the County naming Iredell County as secondary insured. The contractor shall procure, maintain and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or

subcontractors. Proof of coverage as contained herein shall be submitted **prior to the commencement of work** and the contractor shall maintain such coverage for the duration of the contract period.

Minimum Insurance Coverage Limits:

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate)
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate. Workers Compensation: **Workers Compensation is required by all contractors or subcontractors regardless of the number of employees.**
- Builders Risk: Contractor to decide amount of coverage needed for the project materials.

The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence Basis. No claims-made policies will be accepted.

The Contractor shall indemnify and hold harmless the County of Iredell, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

RISK CONTROL

The Contractor shall be required to comply with all federal, state, and local laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All subcontractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.

E. GENERAL SCOPE OF WORK

Provision and Construction of Pre-engineered Metal Building for Iredell County Fairgrounds

Project Scope & Requirements:

1. Pre-engineered 60' -0" x 100' -0" metal building with clear span. Gable ends at the building's narrow dimensions. 2' -0" overhangs at all sides.
2. 10' -0" exterior wall height to underside of soffit.
3. One 10' -0" wide x 8' -0" high rollup door at one end.
4. Frame walls for 4 single 3' -0" x 7' -0" metal doors and frames, & one double 3' -0" x 7' -0" by Owner.
5. Prefinished vertical metal siding and required trim.
6. 26 gauge prefinished metal roof 12:4 slope.
7. Include vapor barrier at roof and walls.
8. 20' -0" x 10' -0" open covered porch at one end. Same materials and slope as elsewhere. Include prefinished metal soffit. Box in support posts to 12" x 16" dimensions.
9. Building structure designed as a Cat 4, per NC State Building Code. Include all sealed engineer drawings and specs for building and foundation design.
10. Foundation installation provided by Owner from included engineered drawings and specs. County will obtain permit for its construction-related activity.
11. Lighting and electrical work provided by Owner. County will obtain permit for its construction-related activity.
12. Personnel doors provided and installed by Owner.
13. Overhead door provided & installed by Contractor as noted above.
14. Provide frame-outs along one long building dimension for future installation of five 10' w x 8' h rollup doors by Owner. Frame-outs need to be covered with same metal siding used on the rest of the building.
15. Provide documentation, plans, and specs required for permitting and building permits.
16. Contractor is to obtain all permits for its construction related activities.

Add Alternate 1: Include/add One (1) 10' w x 8' h roll up door installed.

Add Alternate 2: Include/add Five (5) 10' w x 8' h roll up doors installed.

Construction of a new pre-engineered metal building as outlined in the above Specifications. The Owner shall provide all general site grading; sedimentation and erosion control work. Water lines and associated plumbing including frost proof hydrants are the responsibility of the Owner. The successful contractor shall coordinate his Work, including permitting, scheduling, required inspections, and all subcontractors, with that Work that

is provided by the Owner. The Owner will designate a Project Coordinator/Project Manager that will work closely with the General Contractor's Project Manager to ensure a smooth and unified effort to complete the project.

The project shall include all labor and materials for a complete turnkey final project, the size and extent as noted in the specifications. Provide all necessary Engineering, calculations for all structural components, including foundation and all building framing, and additional details as required. Design Professional(s) must be registered in North Carolina. Design Professional(s) shall approve all structural details, provide a complete Appendix B Code Summary, and satisfy all design criteria for Iredell County Plan Review comments and/or other regulatory agencies.

The Construction entrance will be via Hwy 115/21. Alternates to this entrance will be discussed at the Pre-Construction Meeting.

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F. BID SHEET & CONTRACT TERMS ACCEPTANCE FORM
Fairgrounds Pre-engineered Building Construction: Bid #19-455-IC-01

Company _____ NCGC License # _____
(Attach Copy)

Address/ City//State/Zip _____

OFFER

- A. This offer shall be open to acceptance and is irrevocable for **Ninety Days** from the bid closing date.
- B. Having examined the Place of Work and all matters referred to in the Bid/Contract Documents prepared by Iredell County for the above mentioned project, we, the undersigned, hereby offer complete the Work for the Bid Sum of:

BASE BID _____ **US Dollars (\$** _____ **)**

Add Alternate 1: Include/add One (1) 10'w x 8'h roll up door installed.
_____ US Dollars (\$ _____)

Add Alternate 2: Include/add Five (5) 10'w x 8'h roll up doors installed.
_____ US Dollars (\$ _____)

- C. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated: _____
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____

- D. If this Bid is accepted, we will begin Work in _____ calendar days from Notice to Proceed.

Terms & Conditions Acceptance: By signing below, the individual accepts and verifies:

- a) That he/she is a duly authorized representative of the company and is able to legally bind the company to this agreement.
- b) Understanding of all terms and conditions contained within this solicitation and that this solicitation, its terms and conditions along with Iredell County Purchase Order Terms and Conditions (as they apply), become the entire contract to which Iredell County and contractor will be bound for this project, and shall override and supersede all other terms and conditions, regardless of form or delivery.
- c) That this offer is not a "sham" offer and is made without collusion.
- d) Acceptance of and agreement to fulfill the insurance & risk requirements set forth above.

Signature of Authorized Individual

Printed Name

Title

Phone

Date