



**City of New Bern**  
**Office of the Purchasing Manager**  
**210 Kale Road, New Bern, North Carolina 28562**  
**Phone (252) 639-2800**

**REQUEST FOR BID # 18-005 FOR**  
**EPR 500 MCM COPPER CABLE**

**Issue Date: Wednesday May 16, 2018**

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**SEALED BIDS DUE BY**

**INQUIRIES:** Must be submitted **in writing** to: Lori Colon, Purchasing & Warehouse Manager  
Deadline for written inquiries:  
Email Address: [colonl@newbern-nc.org](mailto:colonl@newbern-nc.org)

Release Date	<i>Wednesday , May 16, 2018</i>
Deadline for Questions	<i>Monday , May 21, 2018 by 5:00 PM</i>
Questions to be Answered No Later Than	<i>Wednesday, May 23, 2018 by 5:00 PM</i>
Deadline for Receipt of Bids	<i>Tuesday May 29, 2018 by 2:00 PM</i> City of New Bern Purchasing Office 210 Kale Rd New Bern, NC 28562
Notice of Recommended Firm	<b>Wednesday June 13, 2018</b>

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**NOTICE TO OFFEROR**

Sealed bids, subject to the conditions made a part hereof, will be received by the City of New Bern until May 30, 2018 **at 2:00 pm** in the Office of the Purchasing Manager, 210 Kale Road New Bern NC 28562 for the purchase and delivery of 500 EPR copper cable. The product shall meet the requirements contained in the scope of work section of this RFB. Sealed bids will be publicly opened and read aloud and are public record at this time. Only sealed bids will be accepted. Refer to "Submittal Instructions" for bids, Item 9 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine or electronic means, such as email, in response to this Request for Bid **will not** be acceptable. Bids are subject to rejection unless submitted on this form.

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**EXECUTION**

In compliance with this Request for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

**Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**



\_\_\_\_\_  
OFFEROR (Company Name):

\_\_\_\_\_  
FEDERAL ID OR SOCIAL SECURITY NO:

\_\_\_\_\_  
ADDRESS:

\_\_\_\_\_  
CITY STATE ZIP:

(\_\_\_\_\_)\_\_\_\_\_  
TELEPHONE NUMBER:

(\_\_\_\_\_)\_\_\_\_\_  
FAX NUMBER:

\_\_\_\_\_  
AUTHORIZED SIGNATURE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
TYPE OR PRINT NAME & TITLE OF PERSON  
SIGNING:

\_\_\_\_\_  
EMAIL ADDRESS:



**INSTRUCTIONS FOR BIDDERS**

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:** All bids are subject to the provisions of the Instructions to Bidders, general terms and conditions and other conditions specific to this Invitation for Bid.

The City of New Bern objects to and will not evaluate or consider any additional terms and conditions submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **DEFINITIONS:** **Offeror** – Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bid.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TABULATIONS:** All Offerors will be provided a bid tabulation for an itemized breakdown of costs.
7. **TIME FOR CONSIDERATION:** The offer shall be valid for 90 days from the date quotes are due. If Offeror cannot validate bid for 90 days, preference may be given to bids allowing 90 days for consideration and acceptance.
8. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
9. **SUBMITTAL INSTRUCTIONS:** Mail one (1) fully executed **sealed** bid. Address envelope and insert Bid Number on outside of the envelope. If mailing a response, mail one fully executed bid document to the address shown below. **It is the responsibility of the offeror to have the sealed bid in the Office of the Purchasing Manager office by the specified time and date due. Late bids will not be considered.**

City of New Bern Office of Purchasing Manager  
210 Kale Road  
New Bern NC 28562

**Bid # 18-005: 500 MCM EPR Copper Cable**

10. **SPECIFICATIONS:** Any deviation from the specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
11. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this Invitation for Bid, each offeror shall submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Bid submittals which do not comply with the performance specifications will be subject to rejection.
12. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed in writing before the deadline as described on page one of this document. Any and all revisions to this document shall be made only by written addendum from the Purchasing Department of the City of New Bern. The offeror is

cautioned that the requirements of this Invitation to Bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

13. **ACCEPTANCE AND REJECTION:** The City of New Bern reserves the right to reject any and all bids, to waive any informalities in bids and, unless otherwise specified by the offeror, to accept any item in the quote. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
14. **REFERENCES:** The City of New Bern reserves the right to request a list of users of the exact item offered. Also, the City of New Bern may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
15. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The City of New Bern invites and encourages participation in this procurement process by businesses owned by minorities, women, and by disabled business enterprises.
16. **TAXES:** The City is **not-exempt** from federal taxes, such as excise, transportation, and sales tax; however sales tax should not be included in bid price on Bid Form.
17. **AWARD OF CONTRACT:** A contract will be awarded to the lowest responsible, responsive bidder, taking into consideration quality, suitability of the articles for the intended use; conformance to the performance specifications, time for delivery, the general reputation and performance capabilities of the offeror, and other such factors deemed by the city to be pertinent or peculiar to the purchase in question. The City of New Bern reserves the right to accept or reject any and all bids.
18. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the City of New Bern will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
19. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the State’s purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder’s bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the State, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
20. **TRANSPORTATION CHARGES:** FOB Destination. Shipping and handling charges must be included in the price of stated on the bid form and not listed as a separate item.
21. **PROTEST PROCEDURES:** Any party which is a prospective bidder or offeror may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Invitation for Bid.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of the City transmitting the announcement of intent to award.

The protest must be addressed to the office of the City of New Bern Purchasing Manager and must include all the following information: 1) name, address, telephone number, facsimile number and e-mail of the protester; 2) signature of the protester or authorized agent; 3) the bid name and bid number; 4) a detailed statement of the legal and factual grounds of protest including copies of relevant documents; 5) any supporting exhibits, evidence, or documents to substantiate any claims; 6) all information establishing that the protester is an interested party for the purpose of filing a protest; and 7) the form of relief requested.

After careful consideration of all relevant information, and consultation with the City Attorney, the Purchasing Manager or shall make a written decision. A decision of the Purchasing Manager may be appealed to the Director of Finance. This appeal must be in writing and be delivered to the office of the Director of Finance within seven (7) calendar days of the date of the Purchasing Manager faxed or emailed the decision.

The Director of Finance will then have seven (7) calendar days to render a decision. This decision may be appealed to the City Manager within seven (7) calendar days of the date of the Director of Finance faxed or emailed decision. The City Manager will then have seven (7) days to render a final decision. Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

22. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa
23. **MATERIALS:** ALL MATERIALS SHOULD BE NEW AND CURRENT UNLESS OTHERWISE STATED.
24. **PRICE:** Pricing should be firm for a period of (90) ninety days.
25. **ESCALATION OF FOOTAGE:** There is an allowance at delivery of +/- footage of no more than 5%.
26. **DELIVERY:** All cable must be delivered on an open bed truck. Also include an (24) hour notice by email or phone call required.

**City of New Bern  
Bid Form**

To Whom It May Concern:

I have carefully examined the Request for Bid No. 18-005, the specifications, and all other documents accompanying or making a part of this Request for Bid. I hereby propose to furnish the materials/goods/services as specified in the Request for Bid. I agree that my bid will remain firm for a period of (90) ninety days. **Bids must be submitted on this form.**

***Sales tax shall not be included on bid form.***

MFG #	Description	U/M	Price	Quantity	Extended Price
Okonite	500 MCM EPR COPPER CABLE 25 KV 320 MIL Okonite Compact EPRSC 320-040-1 OKONITE #140-23-9878 or	FT	\$	14,100 In footage of 3) 2500 3) 2200 Totaling 14,100	\$
Prysmian	OPE020A 305832A or *Equivalent *	FT	\$		\$
*Equivalent Name *		FT	\$		
		Total Amount	\$	Extended Total Amount	\$

**Total Amount in Words \_\_\_\_\_ Dollars**

**Extended Total in Words \_\_\_\_\_ Dollars**

**Delivery Date: Upon receipt of Purchase Order, items will be delivered within \_\_\_\_\_ days.**

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its act and deed and that the company is ready, willing and able to provide the commodities if awarded the contract.

\_\_\_\_\_  
Name of Company

Phone: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Fax: \_\_\_\_\_

\_\_\_\_\_  
Type or Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
City/State/Zip

**BIDS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ON THE FORM ATTACHED**

**City of New Bern  
Office of the Purchasing Manager  
210 Kale Road, New Bern NC 28562  
Phone (252) 639-2800**

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**GENERAL CONTRACT TERMS AND CONDITIONS**

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1. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Offeror to notify in writing the City of New Bern at once, indicating the specific regulation which required such alterations. The City of New Bern reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
2. **AVAILABILITY OF FUNDS:** Any and all payments to the Offeror are dependent upon and subject to the availability of funds to the City for the purposes set forth in this agreement.
3. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
4. **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.
5. **GOVERNING LAW:** This contract is made under and shall be governed by and construed in accordance with the laws of Craven County, State of North Carolina.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
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 first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
8. **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.
9. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;  
  
The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
10. **PATENT:** The Offeror shall hold and save the City of New Bern, 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.

11. **INDEPENDENT CONTRACTOR:** The Offeror shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Offeror represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the City.
12. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Offeror or its employees shall not be subcontracted without prior written approval of the City's Purchasing Manager. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
13. **PERFORMANCE AND DEFAULT:** If, through any cause, the Offeror shall fail to fulfill in timely and proper manner the obligations under this agreement, the City shall thereupon have the right to terminate this contract by giving written notice to the Offeror and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Offeror shall, at the option of the City, become its property, and the Offeror shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Offeror shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement, and the City may withhold any payment due the Offeror for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined.

**In case of default by the Offeror, the City of New Bern may procure the products or services from other sources and hold the Offeror responsible for any excess cost occasioned thereby.**

Upon the entering of a judgment of bankruptcy of insolvency by or against the Offeror, the City may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

14. **CARE OF PROPERTY:** The Offeror agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the City of New Bern for loss of damage of such property.
15. **COMPLIANCE WITH LAWS:** The Offeror shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **ADVERTISING:** Offeror agrees not to use the existence of this contract or the name of the City of New Bern as a part of any commercial advertising without prior approval of the City of New Bern.
17. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Invitation for Bid, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

**All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.**

19. **WARRANTY:** The Warranty shall be for one (1) year after final acceptance unless other specified.



20. **CODES AND STANDARDS:** All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the Invitation for Bid.
21. **DRUG-FREE WORKPLACE:** The Offeror agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this contract.
22. **GENERAL INDEMNITY:** The contractor shall hold and save the State, 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 performance of this contract, and from any and all claims and losses accruing or resulting to any person, 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 or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.