

CITY OF WILMINGTON, NC

BID INVITATION

BIDS ARE DUE:

TUESDAY, SEPTEMBER 16, 2025 by 4:00PM

MANDATORY
PRE-BID CONFERENCE:

**MANDATORY PRE-BID MEETING WILL BE
HELD ON AUGUST 25, 2025 1:00 PM
LOCATION: 209 COLEMAN DRIVE
WILMINGTON, NC**

PROJECT:

**REMOVAL AND REPLACEMENT OF HVAC
SYSTEMS 245 & 265 OPERATIONS CENTER AND
209 COLEMAN DRIVE**

CONTRACT NUMBER:

PB-IH-0825.1

SUBMIT BIDS TO:

**SR. CONTRACT SPECIALIST
P.O.BOX 1810
929 N. FRONT STREET, 10TH FLOOR
WILMINGTON, NC, 28401-1810**

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

LICENSE NO. _____

ADVERTISEMENT FOR BIDS
CITY OF WILMINGTON, NC

REMOVAL AND REPLACEMENT OF HVAC SYSTEMS 245 & 265 OPERATIONS
CENTER AND 209 COLEMAN DRIVE, WILMINGTON, NC

CONTRACT: PB-IH-0825.1

Sealed bids addressed to Christine R. Karem, Sr. Contract Specialist, at the Purchasing Division P0 Box 1810, 929 N. Front Street, 10th Floor, Wilmington, NC 28401, and marked "REMOVAL AND REPLACEMENT OF HVAC SYSTEM - 245 & 265 OPERATIONS CENTER AND 209 COLEMAN DRIVE will be received until 4:00 pm on September 16, 2025, at the Purchasing Division, 929 N. Front Street, 10th Floor, Room 1069, Wilmington, NC.

PROJECT DESCRIPTION: : Replacement of HVAC systems at 245 Operation Center (3 Split Heat Pumps), 209 Coleman Drive (4 Split Heat Pumps) & 265 Operation Center Dr. (2 Split Heat Pumps)

**MANDATORY PRE-BID MEETING WILL BE HELD
ON Monday, August 25, 2025 , AT 1:00 P.M.**

**LOCATION: 245 & 265 OPERATIONS CENTER AND
209 COLEMAN DRIVE, WILMINGTON, NC.**

MBE/WBE/HUB/DBE OBLIGATION: The City and its contractor agree to ensure that MBE/WBE/HUB/DBE's have the maximum opportunity to participate in the performance of contract and subcontracts financed in whole or in part with City of Wilmington funds provided under this agreement. In this regard, bidders and contractors shall take all necessary and reasonable steps in accordance with N.C.G.S. § 143-128 to ensure that MBE/WBE/HUB/ DBE firms have the maximum opportunity to compete and perform under this bid, any change orders and any subsequent contract.

The City of Wilmington and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and/or performance of this contract. A complete copy of the City of Wilmington's MBE/DBE policy is available for inspection at the Purchasing Manager's Office.

The City of Wilmington does not discriminate on the basis of race, sex, color, age, national origin, religion or disability in its employment opportunities, programs, services, or activities. Bids for this project shall be guaranteed by all bidders for a period of 90 calendar days following the bid opening.

THE CITY OF WILMINGTON RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Christine R. Karem
Sr. Contract Specialist
August 19, 2025

GENERAL SPECIFICATIONS
&
INSTRUCTIONS TO BIDDERS

Scope

It is the intent of this invitation to obtain bids for the Replacement of HVAC systems at 245 Operation Center (3 Split Heat Pumps), 209 Coleman Drive (4 Split Heat Pumps) & 265 Operation Center Dr. (2 Split Heat Pumps) as outlined in the scope of work.

You are requested to submit your bid on the enclosed Bid Sheet and return the entire package to Christine R. Karem, Sr. Contract Specialist, City of Wilmington, Post Office Box 1810, 929 N. Front Street., Floor 10th, Wilmington, North Carolina 28401-1810. Bids must be received no later than Tuesday, September 16 2025 by 4:00 pm.

A Mandatory Pre-bid Conference will be held on Monday, August 25, 2025 at 1:00 PM at 209 Coleman Drive, Wilmington, NC

Marking of Envelopes/Email

Bids must be contained in a sealed envelope, plainly marked, showing the name, Invitation to Bid number, date, time (if time is specified) and the bidder's name. Emailed submissions must include the Project Name and Contract Number in the Subject Line.

Late Bids Will Not Be Considered

Bids received after the due date and time will not be considered.

Compliance with Specifications

Your bid must be in strict compliance with the specifications and offer the same services as requested in the Invitation to Bid.

Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be made by striking through instead of using a liquid cover product and initialed by the individual signing the bid page. No corrections will be permitted once bids have been opened.

Withdrawal of Bids

Bids may be withdrawn at any time prior to the due date and time specified upon written or personal request of the bidder. No bid may be withdrawn for a period of sixty (60) days after the scheduled opening time (if the time is specified) and date. Negligence on the part of the bidder shall not constitute a right to withdraw the bid after the bids have been opened.

Rejection of Bids : The City reserves the right to reject any and all bids.

Award

Award shall be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the bid for the performance of the contract. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

If the business operates under an assumed name, what is the assumed name? Has a certificate of assumed name been filed in the New Hanover County Registry?

If so, please provide the recording information. Deed Book _____ at Page _____.

The City of Wilmington shall not be responsible for any oral instructions made by its employees or officers of the City in regard to the bidding instructions, drawings, specifications or contract documents.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the City of Wilmington within 30 days after receipt of an approved invoice. **Terms and Conditions attached to the bid by the bidder may render the bid non-responsive and may be rejected by the City of Wilmington.**

Terms and Conditions included herein are an integral part of the contract document and shall prevail unless changes or attachments are agreed to in writing by the City of Wilmington prior to the due date and time of the opening of the Bids.

Validity of Bids

Bids shall remain open and valid for a period of ninety (90) days from the due date specified in the Invitation to Bid.

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2025

COMPANY NAME _____

BY: _____

Owner, Partner, or Corporate President, Vice President or Assistant
Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier
only)

(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)

_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,

_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit

was signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

_____.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

(NOTARY SEAL)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT of COMPLIANCE
with N.C. E-VERIFY STATUTES

I, _____ (hereinafter the "Affiant"), duly authorized by
and on behalf of _____ (hereinafter the "Employer") after
being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer
and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the
United States Dept. of Homeland Security and other federal agencies, or any successor or
equivalent program used to verify the work authorization of newly hired employees pursuant
to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in
compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the
work authorization of its employees through E-Verify and shall retain the records of
verification for a period of at least one year.

_____ Employer employs fewer than 25 Employees and is therefore not subject to the
provisions of
N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise
complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the City of Wilmington informed of any change in its status pursuant to
Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

Affiant

STATE OF NORTH CAROLINA

COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public

[NOTARY SEAL]

My commission expires: _____

PROJECT DESCRIPTION:

Title: HVAC Replacements at Operation Center

Location of Work:

- Stormwater & Facilities Building – 245 Operation Center Drive – (3) Split Heat Pumps
- Stormwater Admin Building – 209 Coleman Dr. – (4) Split Heat Pumps
- Streets Building – 265 Operation Center Drive – (2) Split Heat Pumps

INTRODUCTION:

The City of Wilmington is seeking proposals from qualified vendors for the replacement of HVAC systems at the locations shown above. The City Operations Center was built in 2005/2006, and the HVAC systems are original to the complex, approximately 20 years. The selected professional will be required to provide all documentation necessary for permitting, removing, and replacing portions of the HVAC systems. Documentation for eligible Duke Rebates shall also be included with the bids.

SCOPE OF WORK:

Work to be Completed:

- Removal and Replacement of existing HVAC systems.
 - Install new Trane Heat Pump or approved equivalent with newest refrigerant option. (Not R410A)
- Reclaim refrigerant, disconnect and haul away existing units
 - Disposal of HVAC units per local regulations.
- City will retain old drain pans
- Reuse exist thermostats
- Install supply and return duct transitions to new Air Handling Unit
- Install new metal drain pan and 3" unit risers, include P-trap w/clean-out tee and removeable cap
 - Drain pan shall be a minimum of 2" deep with 1/2" hemmed edges
 - Drain pan shall extend a minimum of 3" wider on each side of the Air Handler
 - Drain pan shall be a minimum of 24-gauge galvanized steel
- Install inline primary drain line safety switch and secondary emergency shutoff switch in drain pan
- Install new insulation tubing
 - Insultube shall be 1.5" thick – wall
 - Condenser – New insultube from condenser to the building.
 - **(Do not split insultube)**
 - **Insultube shall enter the PVC where line set enters building.**
 - **Reseal PVC at line set entry.**
- **Remove and Replace existing I-Wave equipment.**
 - **Ensure I-Wave equipment is operational during system start up.**
- Perform Testing Adjusting & Balancing (TAB) and submit reports
 - A copy of reports must be included with warranty information at end of project.

DETAILS:

- Bid must reflect the estimated energy savings we should expect with the new units. Contractors should base this information on the rating of the old unit compared to the new unit and offer a specific percentage of savings.
 - Base Bid will quote (16) Seer Equipment
 - Alternate #1 will quote (18) Seer Equipment
 - Equipment must meet or exceed the minimum requirements to qualify for Duke Energy Smart \$aver HVAC Rebates.
 - Smart \$aver rebate details available at www.duke-energy.com/savemoney
 - SEER Rating shall be a minimum of 16 on all units.
 - Contractor is responsible for filling out and submitting all rebate paperwork.
 - **Contractor shall provide product specification sheets with their bid proposals.**
 - The bid must include all material, supplies, and equipment to complete the work required.
 - **The bid will be awarded to the lowest responsive and responsible bidder.**
 - Provide copy of TAB report to owner.
 - Restore any walls, floors, or roofs penetrated by the new systems.
 - Provide 1-year labor and material guarantee for all material & equipment.
 - Provide extended 4-year warranty on all compressors for a total of 5 years' coverage.
 - Provide onsite owner training.
 - Remove all jobsite related debris from site daily.
 - The contractor is responsible for all permits and inspections.
 - Inspection schedules to be communicated with owner.
 - Provide Liability and Worker's Compensation Insurance certificate with City of Wilmington as additional insured.
 - All work must be performed in accordance with federal, state, and local codes including, but not limited to, IBC, IMC & NEC.
 - Each party submitting a proposal shall possess all necessary local licenses as are required by law, at the time of installation.
 - Contractor agrees to maintain cleanliness of OWNERS property and shall clean up, remove, and dispose of all debris associated with this work.
 - Contractor agrees to restore any walls, floors, or property damaged during demo or installation of new equipment to previous condition.
 - All work, including start-up of equipment, is to be performed during regular working hours (7am – 5pm). After hour work will be coordinated with and approved by the OWNER.
 - Any vendor submitting a proposal must be a vendor on record with the City of Wilmington.
- Vendor applications can be found at:

<http://www.wilmingtonnc.gov/departments/finance-department/doing-business-with-the-city>

SPECIAL INSTRUCTIONS:

- (1) Delivery will be a factor in the evaluation of this Request for Quotation.
- (2) All prices quoted shall remain firm for a period of sixty (60) days after the due date of the quotation.
- (3) All quotes should include any required NC Sales Tax.
- (4) Provide unit documentation with quotes.

CITY OF WILMINGTON

NORTH CAROLINA

**PROPOSAL FOR
REMOVAL AND REPLACEMENT OF HVAC
SYSTEMS 245 & 265 OPERATIONS CENTER AND
209 COLEMAN DRIVE**

CONTRACT NO. PB-IH-0825.1

1. The undersigned, having carefully examined the site of the proposed work, the entire Bidding Document, including but not limited to the Advertisement, General Specifications, Project Description, Insurance Requirements, MBE/WBE/HUB/DBE requirements and Standard Details attached hereto, all of which are fully understood and hereby agreed to, proposes to furnish all materials, labor, equipment and plant necessary to complete in-place the specified improvements, in strict accordance with the above mentioned bidding documents.
2. Where an interpretation as to specifications is necessary, or as to the character of the work performed, or as to further instructions relating to the work, before or during construction, the undersigned bidder hereby agrees that (hereinafter called "PROJECT MANAGER") shall be the authority and his word shall be final.
3. The prices, as stated, are for the work completed and also to include all charges and expenses for furnishing all labor, materials, equipment and plant for completing the specified work in the manner specified in the specifications, and according to the instructions of the PROJECT MANAGER, unless otherwise shown in the Bid.
4. If awarded this contract, the undersigned agrees to begin construction on the date to be specified in the written order by the Purchasing Manager and to complete all work within 90 calendar days of the date of beginning.
5. The undersigned hereby certifies that this Bid is made without connection with any person or persons making bids or bids for the above work, and that the bid is in all respects fair and without collusion or fraud.
6. The undersigned understands and agrees that all extra work shall be done and paid for as provided under the applicable sections of the specifications. In the event that extra work is necessary, the percentage to be added to the actual payroll cost to cover Social Security, small hand tools, office overhead on labor management only, Workmen's Compensation Insurance and other insurance for labor costs shall be 5% percent.

All extra work shall be done using actual payroll and material costs, and a profit of ten percent (10%) of the total cost shall be added thereto. All items of materials shall be billed to the CITY on the extra work invoice, and a delivery slip from the vendor shall be submitted therewith to verify actual cost. No additional profit will be allowed on materials other than the normal overall ten percent (10%) above stated. Items not provided for above shall be agreed upon between the CONTRACTOR and the PROJECT MANAGER prior to invoicing.

7. The undersigned understands that, if awarded this contract, he must guarantee, for a period of one year after date of final payment, all work accomplished under this contract to the extent that he will repair any defects due to faulty workmanship, or materials which may appear in his work during this period.
8. The undersigned supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

8.1 Please indicate type of business organization:

- (a) Proprietorship _____
(b) Partnership _____
(c) Corporation _____
(d) Limited Liability Co. _____

8.2 If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

8.3 If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

_____ Is this
a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

8.4 If business is a Proprietorship, please answer the following:

Name of owner: _____

8.5 If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? _____

What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

8.6 For all bidders:

If the business operates under an assumed name, what is the assumed name? _____

Has a certificate of assumed name been filed in the New Hanover County Registry?

If so, please provide the recording information. Deed Book _____ at Page
_____.

2. Insurance Requirements

Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) COMMERCIAL GENERAL LIABILITY

(1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

(2) CGL insurance shall be written on Insurance Services Office ([SO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(3) The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 IO or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.

(4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

(5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(6) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(b) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

(b) WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

(1) CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

(2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

(3) The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for the City of Wilmington.

(c) BUSINESS AUTO LIABILITY

(1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

(2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(5) CONTRACTOR waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to Section 11.C.1 of this agreement.

(6) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by The City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(d) DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not The City of Wilmington is an insured under the policy.

(e) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to The City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

(2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(f) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by The City of Wilmington.

(g) EVIDENCE OF INSURANCE

(1) The CONTRACTOR shall furnish The City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to The City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(h) SUBCONTRACTORS

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of City of Wilmington, its officer, officials, agents and employees, will be carried by Subcontractor performing installation.

(i) CONDITIONS

(1) The insurance required for this contract must be on forms acceptable to The City of Wilmington.

(2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated or modified by the CONTRACTOR without prior written approval of The City of Wilmington.

(3) The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 341- 5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of The City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of The City of Wilmington to

identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

(5) By requiring insurance herein, The City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to The City of Wilmington in this contract.

(6) The City of Wilmington shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by The City of Wilmington.

BID SUBMITTAL (PAGE 1)

In accordance with the terms, conditions and specifications, I/we, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this ITB document and hereby submit the following prices:

BASE BID						
	Item Description	Units	Quantity	16 Seer	Duke Rebate	Total Cost
1.	245 Ops Center – 6 ton (HP1)	Each	1	\$	\$	\$
2.	245 Ops Center – 7.5 ton (HP2)	Each	1	\$	\$	\$
3.	245 Ops Center – 6 ton (HP3)	Each	1	\$	\$	\$
4.	209 Ops Center – 2.5 ton (HP 1-3)	Each	1	\$	\$	\$
5.	209 Ops Center – 3 ton (HP 1-4)	Each	1	\$	\$	\$
6.	209 Ops Center – 5 ton (HP1-5)	Each	1	\$	\$	\$
7.	209 Ops Center – 6 ton (HP1-2)	Each	1	\$	\$	\$
8.	265 Ops Center – 3 ton (HP 2-4)	Each	1	\$	\$	\$
9.	265 Ops Center – 3.5 ton (HP 2-5)	Each	1	\$	\$	\$
10.	Test and Balance Report	Each	9	Cost per Report \$		\$
11.					Total Cost \$	
12.	Duke Rebate YES____ or NO____ (Place a check mark)			Total Duke Rebate \$		
TOTAL QUOTE PRICE Including Duke Rebates \$						
Total Cost in Words:						
		Warranty Period:		Length of Project:		

Alternate #1: 18 SEER Equipment

	Item Description	Units	Quantity	18 Seer	Duke Rebate	Total Cost
13.	245 Ops Center – 6 ton (HP1)	Each	1	\$	\$	\$
14.	245 Ops Center – 7.5 ton (HP2)	Each	1	\$	\$	\$
15.	245 Ops Center – 6 ton (HP3)	Each	1	\$	\$	\$
16.	209 Ops Center – 2.5 ton (HP 1-3)	Each	1	\$	\$	\$
17.	209 Ops Center – 3 ton (HP 1-4)	Each	1	\$	\$	\$
18.	209 Ops Center – 5 ton (HP1-5)	Each	1	\$	\$	\$
19.	209 Ops Center – 6 ton (HP1-2)	Each	1	\$	\$	\$
20.	265 Ops Center – 3 ton (HP 2-4)	Each	1	\$	\$	\$
21.	265 Ops Center – 3.5 ton (HP 2-5)	Each	1	\$	\$	\$
22.	Test and Balance Report	Each	9	Cost per Report \$		\$
23.					Total Cost \$	
24.	Duke Rebate YES____ or NO ____ (Place a check mark)			Total Duke Rebate \$		
Total Cost including Rebates \$						
Total Cost in Words:						
Warranty Period:				Length of Project:		

BID SUBMITTAL SHEET (Page 2)

ACKNOWLEDGEMENT OF DOCUMENTS:

A. The undersigned Bidder acknowledges receipt of and use of the following Documents in the preparation of this Bid:

1. Affidavit of Non-Collusion (2 pages)
2. Affidavit of Compliance with N.C. E-Verify Statutes (1 page)
3. Bid Submittal Forms (10 Pages)

The undersigned Bidder acknowledges that the following required documents are a part of this Bid Submission Sheet and are attached hereto:

1. Bid Submittal Forms (P-1- P-10)
2. Business Information including business name, tax ID #, vendor # (if applicable), contact information
3. Cut/Spec Sheets including warranty information
4. Three references of similar size and scope
5. Proposed time frame for the work
6. City of Wilmington Vendor Application Packet (only if necessary)

Company Name: _____

Company Address: _____

City/State/Zip: _____

Telephone Number: _____ **Fax Number:** _____

E-mail: _____

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Expected Date to Begin Work: _____ **Length of Project:** _____

REPLACEMENT WARRANTY: _____

The undersigned acknowledges receipt of any issued Addendum(s) to this Project by recording the Addendum number and date acknowledged below:

Addendum #1 _____ Date: _____

Addendum #2 _____ Date: _____

Addendum #3 _____ Date: _____