

North Carolina



REQUEST FOR BIDS AND PROPOSALS
INFORMAL BID REQUEST NO. 1022-17

DENIM JEANS AND OUTERWEAR
FOR THE CITY OF ASHEVILLE

**BID OPENING DATE: TUESDAY, SEPTEMBER 27, 2016
AT 3:00 PM LOCAL TIME**

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, NC 28802
PHONE: (828) 259-5954
BEATRICE ABERNATHY, PURCHASING SPECIALIST

**BIDS CAN BE MAILED VIA USPS
TO THE ABOVE POST OFFICE BOX,
DELIVERED TO THE PURCHASING DIVISION OFFICE LOCATED
AT 70 COURT PLAZA SUITE 100C, ASHEVILLE, NC 28801,
FAXED TO (828) 259-5440 OR E-MAILED TO babernathy@ashevillenc.gov**

City of Asheville Purchasing Division extends an invitation for the submission of bids to supply the City of Asheville with apparatus, supplies, materials, or equipment as indicated below. Pursuant to General Statutes of North Carolina, Section 143-131, bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work until 3:00 p.m. local time on **TUESDAY, SEPTEMBER 27, 2016**

ISSUED BY
Beatrice Abernathy
Purchasing Specialist
ISSUE DATE: 9/16/2016

Do not include Federal Excise, or Transportation taxes in your bid. N.C. Sales Tax must not be included in bid but it may be shown separately. Delivery time may be considered in evaluating bids. The City reserves the right to accept or reject any or all bids. Final date of delivery of ALL items will be date for determining cash discount deductions from invoice. ALL BIDS MUST BE F.O.B. (Ship to address as shown herein). SHIPMENTS WILL NOT BE ACCEPTED ON A COLLECT BASIS.

QUOTATIONS MUST BE RECEIVED BY: 3:00 PM, TUESDAY, SEPTEMBER 27, 2016

NAME OF ARTICLES

ANNUAL (12 MONTHS) Contract to establish a vendor(s) to provide LEVI, CARHARTT and/or WRANGLER denim jeans and BLUE GENERATION, PORT AUTHORITY and CARHARTT heavy duty outerwear for uniform use for employees of various departments of the City of Asheville. Requirements as identified on the attached bid sheet will be for all City Departments. This bid is subject to the Special Terms and Conditions attached to and made a part of this bid. Quantities shown are **ESTIMATES** by style. Employees will be permitted to pick and choose total number of pairs of authorized styles by their department from those listed **ONLY**.

Bidders are advised to review all documents contained in this Request for Bids prior to submitting bid.

Bid Sheets (Pages 2-6), Specifications, Special Terms and Conditions (Pages 7-13)

Bid may be awarded by sections to ensure best pricing, but final award will be in the best interest of the City of Asheville.

SINGLE COLOR LOGO TO BE EMBROIDERED ON SELECT GARMENTS IN SECTIONS 3 AND 4 (Items 16 - 27, excepting items #21 and #24). NOTE: Camera ready artwork will be provided upon request from the vendor to the City Representative as shown on Special Term #4 on page 7. The sizes of the logos shown on page 13 in the bid document ARE NOT true to size.

Bidders may mail their response to City of Asheville Purchasing Division, 70 Court Plaza Suite 100C, Asheville, NC 28801, fax it to (828) 259-5440 or e-mail it to Beatrice Abernathy, Purchasing Specialist at babernathy@ashevillenc.gov.

Company Name	Bid Submitted By:
Address	Title
City State Zip	Email Address
Telephone No.	Fax No.
Web Address	Federal Taxpayer ID No.
Delivery _____ calendar days after receipt of order	Payment Discount : _____% _____ Net _____

SECTION ONE - LEVI STRAUSS and WRANGLER JEANS ONLY

Bid Item No.	Est. Qty by Style #	Item Description	Style No.	Size Ranges	Mfg'r & Style No. Being Bid	Unit Price Per Pair	Extended Cost Based on Est. Qty.(Reg. Sizes)
1	Approx 114 pair	Levi's® Red Tag 505™ Regular Fit, Men's Jean 70 pr – Water Maintenance 16 pr – Water Production 28 pr – Public Works	#505	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
2	Approx 207 pair	Levi's® Red Tag 550™ Relaxed/Loose Fit Slightly Tapered Leg Men's Jean 105 pr – Water Maintenance 45 pr – Water Production 57 pr – Public Works	#550	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
3	Approx 20 pair	Levi's® #517 Regular Boot Relaxed Men's Jean 10 pr – Water Production 10 pr – Public Works	#517	Reg:_____		Reg. \$	
				Big/Tall:_____		Big/Tall \$	
4	Approx 49 pair	Wrangler® Cowboy Cut® Original Fit Men's Jean 49 pr – Water Maintenance	13MWZ	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
5	Approx 10 pair	Wrangler® Five Star Premium Regular Fit Men's Jean 10 pr – Water Production	#96501	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
6	Approx 22 pair	Levi's® #515 Original Boot Cut Women's Jean 7 pr – Water Maintenance 15 pr – Water Production	#515	Reg:_____		Reg. \$	
				Big/Tall:_____			
7	Approx 5 pair	Levi's® #414 Relaxed Straight Women's Jean 5 pr – Water Production	#414	Reg:_____		Reg. \$	\$
				Big/Tall:_____			
8	Approx 5 pair	Levi's® #415 Traditional Relaxed Boot Cut Women's Jean 5 pr – Water Production	#415	Reg:_____		Reg. \$	\$
				Big/Tall:_____			
						TOTAL BID SECTION ONE	\$

Bidder Name (Company) _____ Rep Signature _____
 Pricing firm thru _____ Delivery _____ CALENDAR DAYS AFTER OBTAINING SIZES/RECEIVING ORDER

SECTION TWO – CARHARTT JEANS

Bid Item No.	Est. Qty by Style #	Item Description	Style No.	Size Ranges	Mfg'r & Style No. Being Bid	Unit Price Per Pair	Extended Cost Based on Est. Qty.(Reg. Sizes)
9	Approx 339 pair	Carhartt Carpenter Jean; Loose/Original Fit Washed Work Dungaree 182 pr – Water Maintenance 45 pr – Water Production 10 pr – Capital Projects 102 pr – Public Works	B13	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
10	Approx 27 pair	Carhartt Traditional Fit Straight Leg Men's Jean 8 pr – Capital Projects 19 pr – Public Works	B480	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
11	Approx 31 pair	Carhartt Relaxed Fit Straight Leg Men's Jean 8 pr – Capital Projects 23 pr – Public Works	B460	Reg:_____		Reg. \$	
				Big/Tall:_____		Big/Tall \$	
12	Approx 21 pair	Carhartt Rugged Khaki Men's Work Pant 10 pr – Water Production 11 pr – Public Works	100095	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
13	Approx 5 pair	Carhartt Original Fit Women's Jasper Jean 5 pr – Water Production	100649	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
14	Approx 7 pair	Carhartt Original Fit Women's Jasper Jean 7 pr – Water Maintenance	100603	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
15	Approx 54 pair	Carhartt Original Fit Double-Front Logger Dungaree 54 pr – Public Works	B07	Reg:_____		Reg. \$	
				Big/Tall:_____		Big/Tall \$	
						TOTAL BID SECTION TWO	\$

Bidder Name (Company) _____ Rep Signature _____
 Pricing firm thru _____ Delivery _____ CALENDAR DAYS AFTER OBTAINING SIZES/RECEIVING ORDER

SECTION THREE – BLUE GENERATION AND PORT AUTHORITY OUTERWEAR

Bid Item No.	Est. Qty by Style #	Item Description	Style No.	Size Ranges	Mfg'r & Style No. Being Bid	Unit Price Per Pair	Extended Cost Based on Est. Qty.(Reg. Sizes)
16	Approx 5 each	Adult Polar Fleece Vest Mfg'r – Blue Generation 5 ea – Public Works THIS ITEM WILL HAVE THE PUBLIC WORKS LOGO EMBROIDERED ON LEFT CHEST	BG9953	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
17	Approx 5 each	Full Zip Polar Fleece Jacket Mfg'r – Blue Generation 5 ea – Public Works THIS ITEM WILL HAVE THE PUBLIC WORKS LOGO EMBROIDERED ON LEFT CHEST	BG9951	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
18	Approx 10 each	All Season II Waterproof Jacket Mfg'r – Port Authority 10 ea – Water Engineering THIS ITEM WILL HAVE THE WATER ENGINEERING LOGO EMBROIDERED ON LEFT CHEST	J304	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
19	Approx 4 each	Contrast Stripe Sandwich Bill Cap Mfg'r – Port Authority 4 ea – Water Engineering THIS ITEM WILL HAVE THE WATER ENGINEERING LOGO EMBROIDERED ON LEFT CHEST	C867	Reg:_____		Reg. \$	
				Big/Tall:_____		Big/Tall \$	
						TOTAL BID SECTION THREE	\$

Bidder Name (Company) _____ Rep Signature _____

Pricing firm thru _____ Delivery _____ CALENDAR DAYS AFTER OBTAINING SIZES/RECEIVING ORDER

SECTION FOUR – CARHARTT OUTERWEAR

Bid Item No.	Est. Qty by Style #	Item Description	Style No.	Size Ranges	Mfg'r & Style No. Being Bid	Unit Price Per Pair	Extended Cost Based on Est. Qty.(Reg. Sizes)
20	Approx 16 each	Arctic Traditional Quilt Lined Coat – Color choices Black or Brown; Mfg'r – Carhartt 16 ea – Public Works THIS ITEM WILL HAVE THE PUBLIC WORKS LOGO EMBROIDERED ON LEFT CHEST	C003	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
21	Approx 16 each	Quilt Lined Duck Hood Mfg'r – Carhartt 16 ea – Public Works NO EMBROIDERY	102365			\$_____	\$_____
22	Approx 6 pair	Duck Quilt Lined Coveralls - Color choices Black or Brown; Mfg'r – Carhartt 6 ea – Public Works THIS ITEM WILL HAVE THE PUBLIC WORKS LOGO EMBROIDERED ON LEFT CHEST	X01	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
23	Approx 14 pair	Duck Quilt Lined Bibbed Overalls - Brown; 14 ea – Public Works THIS ITEM WILL HAVE THE PUBLIC WORKS LOGO EMBROIDERED ON LEFT CHEST	R02	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
24	Approx 35 pair	Carhartt Denim Bib Unlined Overalls 35 pr – Water Maintenance NO EMBROIDERY	R07	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	
25	Approx 28 each	Sandstone Sierra Men's Jacket, 12 Ounce, 100% Cotton Duck, Sherpa Lined; Brown 28 ea – Public Works THIS ITEM WILL HAVE THE PUBLIC WORKS LOGO EMBROIDERED ON LEFT CHEST	J141	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall \$	

Bidder Name (Company) _____ Rep Signature _____
 Pricing firm thru _____ Delivery _____ CALENDAR DAYS AFTER OBTAINING SIZES/RECEIVING ORDER

SECTION FOUR – CARHARTT OUTERWEAR (Continued)

Bid Item No.	Est. Qty by Style #	Item Description	Style No.	Size Ranges	Mfg'r & Style No. Being Bid	Unit Price Per Pair	Extended Cost Based on Est. Qty.(Reg. Sizes)
26	Approx 2 each	Sandstone Sierra Women's Jacket, 12 Ounce, 100% Cotton Duck, Sherpa Lined; Brown 2 ea – Public Works THIS ITEM WILL HAVE THE PUBLIC WORKS LOGO EMBROIDERED ON LEFT CHEST	J131	Reg:_____		Reg. \$	\$
				Big/Tall:_____		Big/Tall:_____	
27	Approx 8 each	Men's Cotton Arctic Weight Vest with Poly Lining Mfg'r – Carhartt 8 ea – Public Works THIS ITEM WILL HAVE THE PUBLIC WORKS LOGO EMBROIDERED ON LEFT CHEST	V02	Big/Tall:_____		Big/Tall \$	\$
				Big/Tall:_____		Big/Tall \$	
						TOTAL BID SECTION FOUR	\$

Bidder Name (Company) _____ Rep Signature _____

Pricing firm thru _____ Delivery _____ CALENDAR DAYS AFTER OBTAINING SIZES/RECEIVING ORDER

SECTION THREE AND FOUR –EMBROIDERY OF SELECTED OUTERWEAR GARMENTS

Vendor to identify the items in Sections 3 and 4 that can be EMBROIDERED with appropriate LOGO as identified shown on page 13 of this bid package

Bid Item No. 16 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 16 Can NOT be embroidered

Bid Item No. 17 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 17 Can NOT be embroidered

Bid Item No. 18 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 18 Can NOT be embroidered

Bid Item No. 19 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 19 Can NOT be embroidered

Bid Item No. 20 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 20 Can NOT be embroidered

Bid Item No. 22 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 22 Can NOT be embroidered

Bid Item No. 23 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 23 Can NOT be embroidered

Bid Item No. 25 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 25 Can NOT be embroidered

Bid Item No. 26 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 26 Can NOT be embroidered

Bid Item No. 27 Can be embroidered with appropriate logo @ \$ _____ garment Bid Item No. 27 Can NOT be embroidered

Delivery time for embroidered garment is _____ days.

BID RECAP Totals are calculated on regular unit pricing, but over sizes are taken into consideration.

TOTAL SECTION ONE (LEVI AND WRANGLER JEANS) \$ _____

TOTAL SECTION TWO (CARHARTT JEANS) \$ _____

TOTAL SECTION THREE (BLUE GENERATION AND PORT AUTHORITY) OUTERWEAR \$ _____

TOTAL SECTION FOUR (CARHARTT OUTERWEAR) \$ _____

GRAND TOTAL BID \$ _____

Bidder Name (Company) _____ Rep Signature _____

**TERM CONTRACT FOR PURCHASE OF
DENIM JEANS AND OUTERWEAR
FOR USE IN THE CITY OF ASHEVILLE UNIFORM PROGRAM
SPECIFICATIONS, SPECIAL TERMS AND CONDITIONS**

1. **SCOPE:** Pricing established under this Informal Bid Request applies to the purchase of denim jeans, heavy duty work pants and outerwear for various departments of the City of Asheville. Any contract awarded pursuant to this bid shall extend to any Department /Division/Facility of the City. For the purpose of establishing prices quantities have been identified based on the estimated needs.
2. **TERMS:** Pricing established will be for the time period offered by the successful bidder. Any extension of firm pricing will be documented in writing. The City would like to establish a contract with a MINIMUM period of firm pricing for twelve (12) months from date of award with the option to extend pricing for two (2) additional twelve (12) month period(s).
3. **QUANTITIES:** All quantities identified represent estimated total number of pair work pants/jeans/coats/overalls/coveralls to be purchased by each department or facility. These purchases can/will be a combination of one (1) or more styles. Minimum/maximum quantities per employee are shown below. The Public Works Department, which includes Streets, Sanitation and Stormwater, and the Parks Department has chosen to set a dollar limit for their employees. The dollar limit covers jeans AND outerwear. It will be the vendor's responsibility to maintain database of employees per department and quantities/dollars they receive of garments, so as not to exceed maximum quantities/dollars per employee as shown in item 4.
4. **LEVI, WRANGLER AND CARHARTT JEANS - Sections One and Two**

PARKS

Maximum: Total of \$135.00 per full time employee annually
Contact person – Jerry Hill (828) 552-9323

PUBLIC WORKS DEPARTMENT

Maximum: Total of \$250.00 per employee annually
Contact Person – Lora Morgan (828) 259-5832 Streets
Contact Person – Sonja Kun (828) 259-5857 Sanitation
Contact Person – Stephanie OConner (828) 259-5587 Stormwater
Contact Person – Kathi Willis (828) 259-5451 Capital Projects

WATER RESOURCES – Water Maintenance:

Maximum: 8 pair/employee
Contact Person – Renee Henderson (828)-259-5991

WATER RESOURCES - Meter Services

Maximum: 8 pair/employee
Contact Person – Noel Campbell (828)-259-5977

Water Production – North Fork and Mills River

Maximum: 5 pair/employee
Contact Person – Karen Good (828) 271-6104

CARHARTT OUTERWEAR – Sections Three and Four

NOTE: OUTERWEAR WILL HAVE EMBROIDEREY ADDED PRIOR TO SHIPMENT/PICKUP

PARKS

Maximum: Total of \$135.00 per full time employee annually
Contact person – Jerry Hill (828) 552-9323

PUBLIC WORKS DEPARTMENT

Maximum: Total of \$250.00 per employee annually
Contact Person – Lora Morgan (828) 259-5832 Streets
Contact Person – Sonja Kun (828) 259-5857 Sanitation
Contact Person – Stephanie OConner (828) 259-5587 Stormwater
Contact Person – Kathi Willis (828) 259-5451 Capital Projects

WATER RESOURCES – Water Maintenance

1 garment per authorized employee
Contact Person – Renee Henderson (828) 259-5991

WATER RESOURCES - Meter Services

1 garment per authorized employee
Contact Person – Noel Campbell (828)-259-5977

5. **SIZES:** All garments must have size clearly and permanently shown on the garment. If sizing is needed, then once award is made it will be the VENDOR'S responsibility to measure and fit each City employee for whom uniforms are being ordered. All fitting sessions are to be scheduled with the contact persons shown in Item No. 4, Page 8, within 10 business days after notification of award. If a **non-local** vendor is awarded the bid outside of Buncombe County, then it will be the vendor's responsibility to come to the City Facility, if needed, to measure any City employee necessary for sizing. If a **local** vendor is awarded the bid within Buncombe County, the City reserves the option, if needed, to send individual crews to the vendor's location to do onsite sizing at vendor's location. **NO CHANGES TO STYLES AND QUANTITIES MAY BE MADE TO AN EMPLOYEES ORDER WITHOUT PRIOR APPROVAL BY DIVISION AND A CHANGE ORDER TO THE ORIGINAL PO AUTHORIZED BY THE PURCHASING DIVISION.**
6. **DELIVERY:** If **local** vendor is awarded, employees will be sent to vendor's location on an on-going basis (individually or by crew) to place order(s). Vendor will take orders and fill from available stock. Garments backordered should be obtained by vendor as soon as possible. If a size cannot be obtained within fourteen (14) to twenty-one (21) days after receipt of request, vendor should notify the ordering unit representative identified above. Should a vendor not be able to provide garments within this time frame, the City reserves the right to purchase outside of the contract. Once backordered garments have been received, vendor should notify appropriate contact person as identified above in item 4. It will be the dept./div./facility responsibility to pickup all orders, if vendor is local. If awarded to a **non-local** vendor, then shipments will be sent to appropriate locations as shown in item 24 on page 11.

If orders are placed via phone, vendor must individually box/bag/package EACH employee's entire order and employee(s) will be sent to location for pick up if awarded to a local vendor. Sizes and contents of each container should be clearly marked on outside of each container. No backorders or shipments per employee will be allowed WITHOUT express permission of ordering division.
7. **QUARTERLY PERFORMANCE REVIEW:** A performance review meeting will be required by the successful vendor(s) to discuss any issues in regards to communication, backorders, customer service, and/or delivery or pickup. Communication and customer service is key to this contract. The quarterly performance preparation and meetings are extremely important. All spreadsheet data and any other information must be submitted to Purchasing by the due date or the meetings will be pushed out to allow for review by both vendor and the city. A corrective action specific to any particular issue will be given, with a deadline for correction and/or performance. If these deadlines or acceptable performances are not met the City may terminate the contract for non-performance.
8. **PURCHASE ORDERS:** Each division will be issued a City of Asheville Blanket Purchase Order to cover the estimated quantities identified in Item #4. Any Dept./Div./Facilities whose **total** quantity purchase results in a total dollar amount of less than \$5000 before tax may make purchases using the City issued procurement card.
9. **PROCEDURE FOR PURCHASE:** As employees make purchases, vendor will be required to provide to the employee a detailed delivery ticket documenting purchase. This receipt should indicate employee name, division, total number of pairs purchased by style number, unit price and the appropriate City of Asheville Purchase Order Number (if applicable).
10. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Special Terms and Conditions specific to this Request for Bid and the Specifications. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
11. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, 70 Court Plaza Suite 100C, Asheville, North Carolina 28801. All correspondence and inquiry should be made to this address. Our telephone number is 828-259-5954 and our fax number is 828-259-5440.
12. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be in writing and addressed to Beatrice Abernathy, Purchasing Specialist, with the City of Asheville Purchasing Division at babernathy@ashevillenc.gov. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. Therefore no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

13. **MINOR DEVIATIONS/EXCEPTIONS TO SPECIFICATIONS:** Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however all proposed minor deviations must be explained in detail and submitted within the exceptions to specifications time frame identified herein
14. The City of Asheville reserves the right to postpone bid openings for its own convenience.
15. **TECHNICAL INQUIRIES:** Questions regarding specifications to be directed to Beatrice Abernathy, Purchasing Specialist, Monday through Friday, 8:30 a.m. – 5:00 p.m. Telephone 828-259-5954.
16. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as non-responsive. The City of Asheville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Asheville of non-responsiveness.
17. **BIDDERS SUBMITTALS:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.
18. **PREPARATION OF FORMS:** All bids must be submitted on forms provided. Figures should be written in ink or typewritten. Any changes on the original bid should be made in ink and initialed by the person signing the bid. **NOTE:** If there are discrepancies between unit price quoted and extensions, the unit price shall prevail.
19. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
20. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.
21. **SUBMITTALS:** Bidders to submit one (1) original bid package. Faxed responses are acceptable and may be sent to (828) 259-5440. E-mailed responses are encouraged and should be sent to babernathy@ashevillenc.gov.
22. **VENDOR APPLICATION AND LICENSES:** Bidders are asked to submit a vendor application and return it with bid response. Bidders may download the form from the City's website at the following link: <http://AshevilleNC.gov/Bids>. Select "Vendor Application" located at the bottom of the page. Directions for submittal are available on this page. Please include commodity codes on your application.
- NC Certificate of Authority:** All **out of state vendors** are required to have a NC Certificate of Authority. If you already have a certificate please submit with your bid. If you do not have one you must apply once you are awarded the bid. You may register with the State of NC at: <http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Corporation> and **submit a copy to Purchasing immediately after it is received.**
- E-Verify Employer Compliance:** Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program and can be accessed via this link: <http://www.uscis.gov/e-verify/employers>.
- Iran Divestment Act:** By submitting this bid proposal, the Vendor certifies that, as of the date of submission, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C. G. S. § 147-86.59, vendor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
23. **BIDDER REFERENCES:** BIDDERS ARE REQUESTED TO PROVIDE REFERENCES FOR CURRENT ACCOUNTS (WITHIN THE LAST 12 MONTHS) SERVICING > 150 EMPLOYEES TO DEMONSTRATE ABILITY TO FULFILL CONTRACT OBLIGATIONS. References to include a contact name, telephone number and a valid e-mail address for the contact. The City expects to receive quality items as well as timely, effective and responsive service. It shall be expected that the successful bidder shall have experience, manpower, facilities and financial resources to resolve all anticipated problems at the lowest level.

24. **DELIVERY:** If delivery is required, it shall be made F.O.B. Destination (Freight Prepaid and Added), in clearly marked envelopes per division or department as requested per below.
- A) **Recreation & Cultural Arts:**
338 Hilliard Avenue, Asheville, NC 28801
- B) **Public Works Dept:**
1. **Streets-** 161 S. Charlotte Street, Asheville, NC 28801
 2. **Sanitation-** 161 S. Charlotte Street, Asheville, NC 28801
 3. **Facility Maintenance-** 161 S. Charlotte Street, Asheville, NC 28801
- C) **Water Resources:**
1. **Water Maintenance Division,** 174. S. Charlotte Street, Asheville, NC 28801,
 2. **Meter Services Division,** 174. S. Charlotte Street, Asheville, NC 28801,
 3. **Water Production, North Fork and Mills River Water Treatment Facility:**
3374 N. Fork Left Fork, Black Mountain, NC 28711.

The City reserves the option of making purchases and/or picking up the items at vendor's location if awarded vendor is local.

25. **MINORITY VENDOR PARTICIPATION:** The City of Asheville has adopted a Minority Business Outreach Plan to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of success in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of this Outreach Plan. Questions regarding the Minority Business Outreach Plan may be directed to, Brenda Mills, Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by e-mail at bmills@ashevillenc.gov. You can access a listing of certified minority firms at either <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (State of North Carolina's VendorLink search) or www.doa.state.nc.us/hub (Link for Office of Historically Underutilized Businesses to search for HUB vendors directly). **Registered minority bidders are notified that they must show proof of minority or woman business status if they are not registered with the NC Office of Historically Underutilized Businesses. The City recognizes other minority registrations as well for our outreach efforts.** It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.
26. **EVALUATION AND SELECTION OF BIDS:** This bid is divided into sections by manufacturer. The evaluation of the bid will be conducted as follows:

For each garment/style listed within a section we have indicated an **ESTIMATED QUANTITY TO BE PURCHASED**. The purpose of these estimated quantities is to provide a means by which we can evaluate each bidder response. Please note that the quantities are **ESTIMATES ONLY and DO NOT represent actual quantities to be purchased**.

An award letter will be sent to the successful bidder(s) by the Purchasing Division. Written confirmation of orders will be sent to the vendor in the form of a Purchase Order (if applicable). This order will be sent to vendor and will be intended to reach the vendor prior to the ordering unit sending its employees to the vendor's location if award is made to a local vendor. However the ordering unit may advise the vendor of the purchase order number (a 6 digit # beginning with 21) and the vendor may proceed with filling the order. The hard copy of the purchase order will follow. The statutory provisions controlling purchasing by local governments in N. C. (RE: G.S. 143) includes selection standards for use in making awards. The provision reads "All contracts shall be awarded to the lowest responsible responsive bidder taking into consideration quality, performance and the time specified in the bids for performance of the contract."

The evaluation of bids shall center on the match between the stated specification requirements in the final bid request and the vendor's proposal including selection of the lowest responsible/responsive bidder, with consideration of past performance, service record, and reliability. The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Asheville.

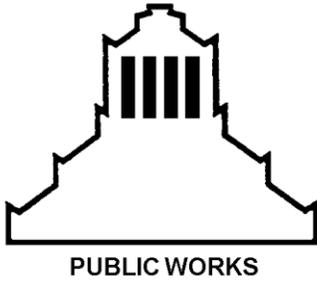
27. **AD VALOREM TAXES:** Bidders/Vendors please note that City Policy, adopted by City Council Resolution No. 93-139, prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.

28. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bid and any addenda thereto plus the issuance of a City of Asheville Purchase Order and/or award letter for the proposed goods and/or services shall constitute a binding contract.
29. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
30. **ASSIGNMENT:** During the performance of the contract the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville.
31. All bids shall be made firm for no less than ninety (90) days.
32. **PURCHASE OF ADDITIONAL REQUIREMENTS:** The City reserves the right to purchase additional quantities of materials specified herein during the period of firm pricing. Any purchase of materials at established prices after the period of firm pricing will be subject to bidder's acceptance.
33. **INVOICES AND PAYMENTS:** ALL INVOICES AND PACKAGES MUST BEAR THIS PURCHASE ORDER NUMBER. Rejected materials will be returned to the Vendor at the Vendor's risk and expense. Cash discounts will be deducted as provided herein or in accordance with the terms of your quotation or bid. DISCOUNT PERIOD WILL DATE FROM RECEIPT OF INVOICE OR RECEIPT OF GOODS, WHICHEVER IS LATER. NET PURCHASES WILL BE PAID 30 DAYS FROM DATE OF YOUR INVOICE. The City is exempt from Federal Excise Tax but not State and Local Sales Tax. This tax must be shown as separate items on invoice. Purchases for resale are covered by resale exemption No. 901-1-011-12821. SEND INVOICES TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802.

Embroidery to be placed on left chest area for items 16 – 27 on pages 4 – 6, less items #21 and #24. Logos are not true to size – size to be specified by the ordering department based on vendor recommendation. It will be the responsibility of the successful bidder to obtain camera-ready artwork logos for each division's logo.

LEFT CHEST AREA:

FOR PUBLIC WORKS: (STREETS AND SANITATION, STORMWATER) LOGO IS AS SHOWN BELOW.



FOR WATER ENGINEERING LOGO IS AS SHOWN BELOW.

