

# City of Asheville North Carolina



REQUEST FOR BIDS AND PROPOSALS  
INFORMAL BID REQUEST NO. **IBR 1029-17**

SPREADER STANDS  
FOR THE CITY OF ASHEVILLE

**EXCEPTIONS/QUESTIONS DUE BY: MONDAY, SEPTEMBER 19, 2016**  
**By 3:00 PM LOCAL TIME**

**BIDS DUE DATE:**  
**Tuesday, September 27, 2016**  
**AT 3:00 PM LOCAL TIME**  
(Informal Bid, No Public Bid Opening)

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION  
70 COURT PLAZA, CITY HALL, 1<sup>ST</sup> FLOOR SUITE 100C  
ASHEVILLE, NC 28801  
PHONE: (828) 259-5954  
BEATRICE ABERNATHY, PURCHASING SPECIALIST

BIDS ARE NOT SEALED AND MAY BE  
DELIVERED TO THE PURCHASING DIVISION OFFICE  
LOCATED AT 70 COURT PLAZA SUITE 100C, CITY HALL,  
1<sup>ST</sup> FLOOR, ASHEVILLE, NC 28801, PO BOX 7148 ASHEVILLE, NC 28802  
OR  
EMAILED TO: [BABERNATHY@ASHEVILLENC.GOV](mailto:BABERNATHY@ASHEVILLENC.GOV)

**NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET, THE BID WILL NOT BE CONSIDERED.**

**PLEASE ALLOW SUFFICIENT TIME TO PARK AND PROCEED THROUGH SECURITY**

**REQUEST FOR BIDS AND PROPOSALS FOR  
CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DIVISION**

**Bid Request No. IBR 1029-17**

**Date: September 13, 2016**

City of Asheville Purchasing Division extends an invitation for the submission of bids to supply the City of Asheville with Spreader Stands. 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. **All bids will be received by the City of Asheville Purchasing Division, 70 Court Plaza, City Hall, 1<sup>st</sup> Floor, Suite 100 C Asheville, NC until 3:00 p.m. Tuesday, the 27<sup>th</sup> day of September, 2016.** This is not a public bid opening, bids are simply due by this date and time at the specified location.

TERMS: Net 30 Days  
DELIVERY: ASAP - Bidder Specify Best Delivery

CITY OF ASHEVILLE, N. C.  
Beatrice Abernathy, Purchasing Specialist  
(828) 259-5954

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**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

<p><b>SPREADER STANDS FOR THE CITY OF ASHEVILLE PER THE ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS.</b></p> <p>PLEASE CONTACT BEATRICE ABERNATHY, PURCHASING SPECIALIST, BY E-MAIL IN WRITING WITH ANY QUESTIONS REGARDNG THE BID AT <a href="mailto:BABERNATHY@ASHEVILLENC.GOV">BABERNATHY@ASHEVILLENC.GOV</a></p>					
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Company Name	Bid Submitted By (Signature)
Address	Printed Name and Title
City State Zip	Email Address
Telephone No.	Fax No.
Web Address	Federal Taxpayer ID No.
Delivery to City _____ calendar days after receipt of order	Payment Terms: Net _____ Discount: _____ % Net _____

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
INFORMAL BID REQUEST**

Item No.	Quantity	Description	UOM	Unit Price	Extension
1	15	<p align="center"><b>12' SPREADER STANDS</b></p> <p><b><u>RE: SPECIFICATION BID PAGES 3 - 5</u></b></p> <p>Manufacturer: _____</p> <p>Product No.: _____</p> <p>Warranty : _____</p>	EA	\$ _____	\$ _____
2	4	<p align="center"><b>10' SPREADER STANDS</b></p> <p><b><u>RE: SPECIFICATION BID PAGES 3 - 5</u></b></p> <p>Manufacturer: _____</p> <p>Product No.: _____</p> <p>Warranty : _____</p>	EA	\$ _____	\$ _____
Company Name			Bid Submitted By:		

**SPREADER STANDS**

All Equipment shall be New and Unused

**EQUIPMENT SPECIFICATION AND PERFORMANCE REQUIREMENTS:** Bidders should review each item below and indicate if their bid is submitted as specified. Any 'no' responses or deviations shall be explained in the space provided.

SPECIFICATION	COMPLIES Indicate Yes or No	<u>IF NO: DEVIATES AS NOTED</u>
<b>1) General</b>		
A. This specification shall describe a spreader legstand designed for easy off-loading and storage. Legstand shall bolt directly to v-box spreader. These stands shall accomadate 15 – 12' spreaders and 4- 10' spreaders for a total of 19 stands.		
B. Entire spreader legstand shall be manufactured from corrosion resistant, Grade 50 carbon steel. All hardware used shall be steel.		
C. Spreader legstand shall be furnished powdercoated black		
D. Spreader legstand shall be guaranteed to be free from defects in material and workmanship for a period of one year from the date of purchase.		
<b>2) Frames</b>		
A. Legstand frame shall have two 4" x 6" main frame rails constructed from formed 7 gauge steel c-channels.		
B. Legstand frame shall have a minimum of three cross supports welded between frame rails. Cross supports shall be constructed from formed 7 gauge steel.		
C. Legstand frame shall have two channels running parallel with the frame rails to support v-box spreader. Channels shall be equipped with holes spaced on 24" centers for mounting to v-box spreader. Channels shall be constructed from formed 7 gauge steel.		
D. Entire legstand frame shall be welded solid where possible.		
<b>3) Upper Front Legs</b>		
A. Legstand shall be equipped with front legs that are adjustable in height and designed to fold up as vehicle backs underneath legstand.		
Company Name	Bid Submitted By:	

<p>B. Front legs shall be designed to lock at an angle of 90 degrees down in relation to the frame rails for storage, and shall also be designed to swing up, nest between frame rails, and lock for installation into the dump body.</p>		
<p>C. Left and right front upper legs shall be connected by a cross tube constructed from formed 7 gauge steel. Front legs shall be bolted to the cross tube.</p>		
<p>D. Front upper legs shall be 3-1/2" x 4-1/2" and constructed from formed 7 gauge steel.</p>		
<p>E. Left and right front legs shall be equipped with 1/2" diameter spring-loaded pins to lock legs in the standing and folded positions.</p>		
<p>F. Front upper legs shall be equipped with 5/8" diameter spring-loaded pins to lock lower leg into the desired height.</p>		
<p><b>4) Lower Front Legs</b></p>		
<p>A. Lower front legs shall be 3" x 4" and constructed from formed 7 gauge steel.</p>		
<p>B. Lower front legs shall telescope into upper legs and be equipped with 8 adjustment holes to allow for a total adjustment of 12" to accommodate different vehicle heights.</p>		
<p>C. Lower front legs shall each have a 3-1/2" x 4-1/2" foot. Feet shall be welded to the front lower legs and shall be equipped with a handle for easy adjustment.</p>		
<p>D. Front upper and lower legs shall be welded solid where possible.</p>		
<p><b>5) Rear Legs</b></p>		
<p>A. Legstand shall be equipped with rear legs that are telescopic and adjustable in height.</p>		
<p>B. Rear upper legs shall be 3-1/2" x 4-1/2" and constructed from formed 7 gauge steel.</p>		
<p>C. Left and right rear upper legs shall be equipped with 5/8" diameter pins to lock lower rear legs into desired height.</p>		
<p>D. Lower rear legs shall be 3" x 4" and constructed from formed 7 gauge steel.</p>		
<p>E. Lower rear legs shall telescope into upper legs and be equipped with 8 adjustment holes to allow for a total adjustment of 12" to accommodate different vehicle heights.</p>		
<p>F. Lower front legs shall each have a 6" x 6" foot. Feet shall be designed to swivel and shall be equipped with a handle for easy adjustment.</p>		

<p>Company Name</p>	<p>Bid Submitted By:</p>
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<p>G. Rear upper and lower legs shall be welded solid where possible.</p>		
<p><b>7) Guide Rollers</b></p>		
<p>A. Legstand shall be equipped with one front and one rear guide roller on each side of the legstand frame to guide the legstand in and out of the dump body during installation and removal.</p>		
<p>B. The 2" wide x 5" diameter rollers shall be constructed from cast iron and shall have roller bearings and mounted with a 5/8" bolt.</p>		
<p>C. The guide rollers shall be attached to the legstand frame by 1-3/8" x 7-1/4" c-channels constructed from formed 7 gauge steel and bolted with two 3/8" diameter bolts per roller.</p>		
<p>D. Legstand shall be equipped with a guide roller mounted to the front of the left and right frame rails to assist with the installation and removal of legstand from dump body.</p>		
<p>E. Front guide rollers shall be attached directly to frame rails with a 5/8" diameter bolts running through frame rail, roller, and support bracket.</p>		
<p>F. Front guide roller support bracket shall be constructed from formed 7 gauge steel and shall be bolted to frame rails by two 1/2" bolts.</p>		
<p>Company Name</p>	<p>Bid Submitted By:</p>	

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
INFORMAL BID REQUEST**

**TERMS AND CONDITIONS**

1. **DETAILED SPECIFICATIONS:** Detailed specifications are included within the bid request. Bids to be submitted in accordance with these specifications and Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the instructions to Bidders, terms and Conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. 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.
3. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, 70 Court Plaza Suite 100C, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address.
4. **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. Technical inquiries may be directed to the individual named herein. 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 any source are of no effect.
5. **COMPLIANCE WITH RULES AND REGULATIONS:** The equipment furnished must comply with all applicable provisions of the Occupational Safety and Health Act (OSHA), the American National Standard Institute (ANSI) and the Federal Motor Vehicle Standards of the U. S. Department of Transportation. The equipment furnished shall be capable of passing any applicable N. C. State motor vehicle inspection.

6. **GENERAL REQUIREMENTS:** The proposed product shall be new, unused and manufacturer's latest production model or production model specified and furnished complete and ready for use as required by the terms of these specifications. The equipment furnished shall be the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications. Specifications may require that certain makes and models of equipment, auxiliaries and/or accessories be provided. All design, materials, and workmanship shall in every respect be in accordance with the best current practices in the industry and all materials used shall be new.
7. **Review of bid specification sheets will focus on the compliance column with deviations noting where specifications exceed minimum requirements ONLY. Compliance deviations that do not meet or exceed the minimum requests will not be accepted.**
8. The City of Asheville reserves the right to postpone bid openings for its own convenience. In the event of **inclement weather** and the City offices are closed, the bid opening will be held at 3:00 p.m. the next business day that the City Offices are open. Please check the city's website for details: <http://AshevilleNC.gov/bids>
9. **CLARIFICATIONS/EXCEPTIONS REQUESTS:** Requests for changes in specifications, approved equals, questions and clarifications, must be received by the City of Asheville in writing. Any and all questions and requests should be e-mailed to Beatrice Abernathy, [babernathy@ashevillenc.gov](mailto:babernathy@ashevillenc.gov). The subject of the e-mail shall read "**IBR 1029-17 EXCEPTIONS TO BID REQUEST**". **EXCEPTIONS ARE DUE BY: 3:00 PM LOCAL TIME ON MONDAY, SEPTEMBER 19, 2016.**

Any request for changes to specifications or an approved equal, must be fully supported with technical data, test results, or other pertinent information and evidence that the substitute offered is equal to or better than the specification requirement or your request will not be considered.

Bidder's failure to request exceptions to specifications or approved equals as stated above will be interpreted as the bidders' intent to comply fully with the requirements as written. Conditional or qualified bids shall be considered non-responsive. Please do not submit bid prior to the exceptions date as an addendum may be issued and your bid could be non-responsive.

10. **BLACK OUT PERIOD:** Vendors must not make any contact with any City of Asheville Personnel other than those listed in the bid between the date the bid is issued and the actual bid opening date to ensure fairness to all vendors. There will also be no vendor contact during the evaluation period until after the contract award, unless the City has a need to seek clarification from a vendor regarding their bid.
11. **GOVERNING LAW AND JURISDICTION:** The parties acknowledge that this Agreement is made and entered into in Asheville, North Carolina, and will be performed in Buncombe County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).

By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Buncombe County, North Carolina.

12. **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.
13. **ASSIGNMENT:** During the performance of the contract, the successful 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. In the event of assignment, an assignability letter must be sent to the City of Asheville Purchasing Division.
14. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and Proposals and any addenda thereto, plus the issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
15. **OPTION TO PURCHASE ADDITIONAL REQUIREMENTS:** Subject to the successful bidder's acceptance, the City reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Request for Bids.
16. **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.
17. **BLACK OUT PERIOD:** No communication with the Asheville Fire Department is allowed during this bid period.
18. **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://www.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?pitimid=5465493&type=businesscorporation> and submit a copy to Purchasing immediately.

**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 of 2015**

Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Request for Quote which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every 180 days.

19. The vendor shall be responsible for seeing that any and all laws of the State of North Carolina concerning certificate of origin, title, transit or transportation documents, et al, are complied with in all respects.
20. Where reference is made to equipment to be "furnished" or "provided" by the bidder these words shall be read to mean suitably installed on each piece of equipment.
21. **WARRANTY**: Bidder to include the warranty provisions as outlined in bid specifications.
22. **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.
23. **ADDENDUM**: If it becomes necessary to revise any part of the bid, a written addendum will be posted for all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their proposal. All addenda are to become a part of the bid documents and subsequent contract award(s). Addenda must be signed and returned for bid to be considered.
24. **PREPARATION OF FORMS**: All bids must be submitted on the 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 proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
25. **DEADLINE FOR RECEIPT OF BIDS**: The date and time of the bid opening are specified in the bid document. Bids received after that time will not be opened.
26. **SUBMITTAL OF BIDS INCLUDING ALTERNATE/MULTIPLE BIDS**: 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.

Bids can be e-mailed to [babernathy@ashevillenc.gov](mailto:babernathy@ashevillenc.gov) or in person.

Bids delivered by courier or in person should be addressed to:

CITY OF ASHEVILLE PURCHASING DIVISION,  
70 COURT PLAZA, C  
1<sup>ST</sup> FLOOR, Suite 100 C, City Hall  
ASHEVILLE, NORTH CAROLINA 28801.

USPS Mail must be addressed to:  
 City of Asheville Purchasing Division  
 P.O. Box 7148  
 Asheville, NC 28802  
 (Please be aware that USPS may take an additional day to get to us)

Bids will be received until **3:00 p.m.** on the date set in the bid. Please note **IBR 1029-17** on the mailing envelope as well as the bid envelope. When submitting **multiple or Alternate bids**, each bid must be submitted in separate envelopes to be considered. Bidders to submit one (1) **original bid package and one (1) complete copy for each bid submitted by mail.**

27. **DELIVERY OF MATERIALS:** Delivery shall be made F.O.B.:  
 City of Asheville  
 Streets & Sidewalks, Bld. E  
 171 South Charlotte Street,  
 Asheville, North Carolina 28801

28. **INSPECTION, TRAINING, PERFORMANCE TEST AND ACCEPTANCE:**  
 Upon delivery the equipment will be subject to inspection to verify conformance with specifications by the staff of the City's Fleet Management Division and the Asheville Police Department.

The item offered for bid must meet or exceed these specifications as agreed to and stated by the vendor. Vendor will bear the cost if equipment does not meet specifications.

Acceptance inspection and performance testing will not take more than five working days, weather permitting. Any defects or failure of equipment to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by the City. If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged any additional increase in cost and handling.

29. **ACCEPTANCE:** Upon delivery the equipment will be subject to inspection to verify conformance with specifications by City of Asheville staff. The equipment must meet or exceed the specifications as agreed to and stated by the vendor. Any defects or failure of equipment to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by the City. Any discrepancies between the equipment and the specifications will require dealer to replace equipment or correct discrepancies at their cost.
30. **QUALITY:** At its option, and in lieu of immediate termination, the City of Asheville may request the awarded bidder to repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, the awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve awardee bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.

31. **COMMERCIAL GENERAL LIABILITY INSURANCE:** The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Coverage shall be written on a Commercial General Liability form and must include finished products/completed operations. The policy shall be written on an occurrence form and shall include Contractual Liability coverage.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests.

Within 14 days following notice of award, the successful bidder shall furnish the City of Asheville with a current Certificate of Insurance with coverages listed above. The certificate shall be made out to the purchaser and be an original, no photocopies shall be accepted. The Certificate of Insurance shall provide that the City be given 30 days advance notice of cancellation, nonrenewal or material change in coverage.

32. **Minority Business Plan:** The City of Asheville has a Minority Business 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 that Plan. Questions regarding the Minority Business 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](mailto: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](http://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.
33. **BIDDERS QUALIFICATIONS:** By submittal of a bid, the bidder represents that they are fully experienced and properly qualified to provide equipment and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service.
34. **DELINQUENT 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.

35. **FALSE OR MISLEADING STATEMENTS:** If in the City's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the vendor the entire proposal may be rejected.
36. **EVALUATION:** The evaluation of bids is based on the lowest, responsive, (responsible) bidder that meets specification requirements and taking into consideration past performance, service record, and reliability. The City reserves the right to waive minor deviations in its judgment, if to do so would be in the best interest of the City based upon NC General Statute 143-129.

The City reserves the right to: (1) contact a Bidder for clarification, (2) contact references listed, and (3) solicit information from any available source concerning any aspect of a Bidder's response.

All bids shall be made firm for no less than sixty (60) days following the bid opening date.

Discount Terms are NOT a consideration in award.

The City of Asheville reserves the right to accept or reject any or all bids and specifically reserves the right to make the award in the best interest of the City of Asheville. When there are options on equipment, bid awards will be based on Lowest Base Price plus Options of the lowest responsive, responsible bidder.

Upon completion of bid evaluation, notification of award letter will be sent to successful bidder followed by a purchase order.

37. City requests all bids be made firm for no less than thirty (30) days.
38. **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 is not exempt from State and Local Sales Tax. This tax must be shown as separate items on invoices. Purchases for resale are covered by resale exemption No. 901-1-011-12821. **ALL INVOICES ARE TO BE SENT TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802**

