



Invitation to Bid (ITB)

#274-2026-16-WR

Title: Personal Protective Equipment

Notice is hereby given that the City of Raleigh, North Carolina, is seeking sealed bids for **ITB 274-2026-16-WR for Personal Protective Equipment**. A contract will be awarded for a term of one (1) year with renewal options for up to four (4) twelve (12) month terms, subject to contract performance and annual appropriation by the Raleigh City Council. All listed times herein are Eastern Time (ET), whether Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as applicable.

BIDS WILL BE ACCEPTED UNTIL 3:00 PM ET, May 29, 2026.

Bids should be addressed to:
City of Raleigh
Finance Dept - Procurement Division
Attn: Wes Rhodes, Procurement Analyst

Hand-Deliver to: 222 W. Hargett Street, 5th Floor, Ste. 502, Raleigh, NC 27601
or

Mail to: PO Box 590, Raleigh, NC 27602-0590

**PUBLIC BID OPENING WILL BE HELD AT THE RALEIGH MUNICIPAL BUILDING,
222 W. Hargett Street, RM 503, Raleigh, North Carolina
at 3:00 PM ET on May 29, 2026.**

The responsibility for submitting a response to this ITB at the City of Raleigh, Procurement Division on or before the stipulated time and date will be solely and strictly the responsibility of the bidder. Any bids received after stipulated time and date will not be accepted, nor opened, and will be returned. The time stamp located in the Procurement Division shall be the official time of receipt.

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1 CITY OF RALEIGH INSTRUCTIONS TO BIDDERS

Carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1.1 PURPOSE:

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply the City of Raleigh with apparatus, supplies, materials, and equipment, and /or services listed above. All bids and contracts are governed by City policy and /or by Section 143-129 of the North Carolina General Statutes.

1.2 BID CONTACT:

Any and all questions, concerns, or requests for additional information shall be directed to the City of Raleigh, Procurement Division to the attention of the Bid Agent as indicated below:

Bid Agent: Wes Rhodes
 Procurement Analyst
 wes.rhodes@raleighnc.gov

1.3 BID SCHEDULE:

Listed below are the dates and times by which stated actions must be taken or completed. The City may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are in Eastern Time (ET), observing the current standard or daylight time as applicable.

ACTION	TIME	DATE
ITB Published:	N/A	05/05/2026
Pre-Bid Conference:	N/A	N/A
Bidder Questions Due:	12:00 PM	05/14/2026
Bids Due:	3:00 PM	05/29/2026
Bid Opening:	3:00 PM	05/29/2026

The City reserves the right to revise the schedule in its sole discretion

1.4 PRE-BID CONFERENCE:

There is no Pre-Bid Conference for this ITB.

1.5 BIDDER QUESTIONS:

The City is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the City’s requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the City clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification and technical questions to this bid must be received by the City not later than the date shown above in Section 1.3, entitled “Bid Schedule”, for the submittal of written inquiries. The Bidders’ failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders’ acceptance of all City’s requirements and terms and conditions. The City shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/>

1.6 ADDENDUM:

Bidders are solely responsible for making sure that any and all addenda have been received prior to submission of their bid. All addenda to this bid issued by the City shall be posted to the North Carolina electronic Vendor Portal (eVP) website: <https://evp.nc.gov/>.

2 BID SUBMISSION REQUIREMENTS

2.1 **HOW TO PREPARE BID:**

Bidders are encouraged to review all provisions and attachments of this document carefully prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

2.1.1 **BID FORM:**

Submit all prices and offers on the Bid Form provided herein. All bids must be submitted and signed by the supplier or their authorized representative, with all erasures or corrections initialed and dated by the authorized representative of the proposal.

2.1.2 **SIGNATURE:**

All bids must be signed by an authorized official of the company on the Bidders Signature Page. A bid may be rejected if it shows omissions, alterations of form, or additions not called for, a conditional bid, or any irregularities.

2.1.3 **TAXES:**

Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the City. The City is required to pay sales tax. The City is exempt from Federal Excise Tax and has a Federal Tax number.

2.1.4 **NON-DISCRIMINATION:**

The **NON-DISCRIMINATION ASSURANCES** form included in the bid package is a condition of the bid and must be completed and signed by the bidder.

2.1.5 **MWBE POLICY:**

The City of Raleigh prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The City of Raleigh encourages participation by certified minority and women-owned businesses. If there are any questions, Contact the MWBE Program Manager, PO BOX 590 Raleigh, NC 27602, mwbe@raleighnc.gov, or 919-996-4330.

2.1.6 **SUSTAINABILITY:**

In accordance with the City of Raleigh 2007-2009 City Council Mission Statement, the City recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The City recognizes that the types of products and services the City buys have inherent social, human health, environmental and economic impacts, and asks that all Suppliers and bidders providing and proposing products and services to the City, be mindful of the City's Sustainability Policy and provide and propose products and services that embody the City's commitment to sustainability whenever possible.

2.1.7 **IRAN DIVESTMENT:**

Bidder certifies that it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

2.1.8 **COMPANIES THAT BOYCOTT ISRAEL:**

The bidder certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

2.2 **HOW TO SUBMIT BID:**

2.2.1 SUBMIT SEALED BIDS ON THE BID FORM PROVIDED HEREIN.

2.2.2 Provide (2) complete sets of your bid on the BID FORM PROVIDED HEREIN in hard copy paper format on 8-1/2" x 11" size paper, only bound with a single staple in the upper left corner or with a single removable clip—no 3-ring binders, and must be **SEALED** in an envelope.

All Formal Bids must be sealed in an envelope that is clearly labeled with the bid number, the date and time of opening, the bidder’s legal company name, and the complete mailing address for proper identification.

Additionally, an electronic version of the bid MUST be provided on a USB to include items, unit price and extended price. NO EMAIL OR FAX BIDS WILL BE ACCEPTED.

- 2.2.3 All bids must be mailed or delivered as follows in sufficient time to ensure receipt by the Procurement Manager or Bid Agent on or before the time and the date specified on the Bid Form. **Bids not received by the time and date specified on the Bid Form will not be opened or considered**, unless the delay is a result of the negligence of the City of Raleigh, its agents, or assigns.

<u>Mailing Address</u>	<u>Delivery Address</u>
City of Raleigh	City of Raleigh
ITB# 274-2026-16-WR	ITB# 274-2026-16-WR
Procurement Division	Procurement Division
PO Box 590	222 W. Hargett St., Room 502
Raleigh, NC 27602-0590	Raleigh, NC 27601

Electronic responses will not be accepted for this solicitation.

2.3 BID OPENING:

- 2.3.1 A public bid opening will be held at **222 W. Hargett Street, Room 503, Raleigh, NC 27601, on May 29, 2026, at 3:00 PM**. No official award will be made at the Bid Opening. All bidders are welcome to attend the bid opening. LATE BIDS WILL NOT BE OPENED OR ACCEPTED.
- 2.3.2 Bidders may not review or request copies of bids at the Bid Opening. A time must be scheduled to meet with the Procurement Manager and/or Bid Agent for this purpose.
- 2.3.3 Bids will be examined by the Procurement Manager and/or Bid Agent and the using department officials promptly after the opening, and an award will be made at the earliest possible date. **No bids may be withdrawn after bid opening.**

2.4 AWARD OF BID:

- 2.4.1 Basis of Award: The City reserves the right to award to one bidder or multiple bidders, as determined to be in the best interest of the City. Award(s) may be made by Group to the responsible bidder(s) who submit the lowest responsive total extended price for each Group.
- 2.4.2 Standard of Bid Award Acceptance: The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the City of Raleigh. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.
- 2.4.3 Bid Prices: All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight and fuel surcharges, and be delivered FOB destination, freight prepaid and allowed to the location provided on the City Purchase Order. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation. Bidders must submit product literature and manufacturer’s specifications with their bid proposal. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.
- 2.4.4 Order of Precedence: In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid; 2) the Minimum Specifications section specific to the Bid, 3) the City of Raleigh Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.

2.4.5 Payment Terms: **Payment terms of Net 30 days** from the date of receipt of invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments but will not be a consideration for award. All invoices are to be emailed to accountspayable@raleighnc.gov , or delivered to City of Raleigh, Accounts Payable Division, PO Box 590, Raleigh, NC 27602-0590.

2.4.6 Bid Award Approval: The City Manager has delegated authority from the City Council to award bids for supplies, equipment, and apparatus greater than \$90,000. Bids will be approved and awarded by the City Manager upon the recommendation by the Procurement Manager.

2.5 **SOLICITATION CLARIFICATION:**

It is not the intent of these bid specifications to exclude or limit competition or to favor any particular supplier or product. Bidders are responsible for reviewing the solicitation documents in their entirety and ensuring a full understanding of all requirements prior to submission of a bid. The City may, at its discretion, issue clarifications or revisions to the solicitation through formal addenda. Only information provided through official solicitation documents and any issued addenda shall be considered binding. Information obtained from any other source shall not be considered official or relied upon in the preparation of a bid.

2.6 **ERRORS IN BIDS:**

Bidders or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

2.7 **ALTERNATE BIDS:**

DO NOT submit alternate bids unless called for on the bid proposal form. Alternate bids are those that are not identical by manufacturer and model to what is specified or has substantially different specifications. When alternate bids are requested, the bidder must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications. Bidders may submit multiple bids on various manufacturers' brands/models meeting specifications if no specific manufacturer/model has been specified.

2.8 **BID OPTIONS:**

The City reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items. At the discretion of the City, some or all of the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

2.9 **QUANTITIES:**

The City of Raleigh reserves the right to adjust quantities as needed, and to add additional items and/or products as needed, as determined to be in the best interest of the City. The quantities stated herein, for term or multi-year contracts are estimated, and may change to be more or less over the term of the contract.

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3 CONTRACT TERMS AND CONDITIONS

3.1 CONTRACT TERM AND RENEWAL

The initial contract term shall be for a period of one (1) year from the date of contract execution, with the option to renew for up to four (4) additional one-year terms, for a maximum total contract period of five (5) years. Renewal shall be contingent upon satisfactory performance, mutual agreement, and availability of funds.

3.2 PRICE ADJUSTMENTS:

For Bids with fixed price contract periods, it is the City's intent to contract at a fixed price for a period of one (1) year, with an option to extend the contract for four (4) additional one (1) year periods. The price proposed by the Bidder is to remain fixed for the first 1-year (12-month) period of the contract.

Any price increase or decrease will be adjusted to the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor, or other appropriate agreed upon price index. The amount of the increase or decrease will be determined by the difference between the latest price index available ninety (90) days prior to the end of the current contract year in effect, and the price index for the same month one year prior.

Any requested price increase must be fully documented and submitted to the Bid Agent or the Procurement Manager at least sixty (60) days prior to the bid contract expiration date. Any approved price adjustment (increase or decrease) will then become effective beginning the next term period.

The City reserves the right to accept or to refuse any documented price adjustment submitted by the Supplier/contractor for any reason as determined to be in the best interest of the City. In the event the City does not accept the proposed price adjustment for the extended term, the Bid contract will not be renewed, and the City will rebid the product or item(s). Any Bid contract extension is subject to the continuation of need and usage by the City and the appropriation of funds.

3.3 TERMINATION OF CONTRACT RESULTING FROM THIS ITB:

The City of Raleigh reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Supplier to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the City will provide written notice to the Supplier, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

- 3.3.1 The Supplier provides product that does not meet reasonable quality standards and is not remedied in a timely manner.
- 3.3.2 The Supplier fails to ship the products or provide the delivery within a reasonable amount of time;
- 3.3.3 The City has reason to believe the Supplier will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Supplier fails to respond.
- 3.3.4 The Supplier fails to observe any of the material terms and conditions of the Contract.
- 3.3.5 The Supplier fails to follow the established procedure for ordering and invoicing as established by the City and the Supplier in the Contract.
- 3.3.6 The Supplier fails to report quarterly sales;
- 3.3.7 Upon receipt of the written notice of concern, the Supplier shall have ten (10) business days to provide a satisfactory response to the City. Failure on the part of the Supplier to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within thirty (30) days, contract will be terminated.
- 3.3.8 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the City. The City reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Supplier is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

3.3.9 The City reserves the right to cancel or suspend the use of any Contract resulting from this ITB if the Supplier files for bankruptcy protection or is acquired by an independent third party. Awarded Supplier will be responsible for disclosing to the City any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

3.3.10 The City may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

3.3.11 Events of Automatic Termination to include, but not limited to:

3.3.12 Supplier's failure to remedy a material breach of a Contract resulting from this ITB within thirty (30) days of receipt of notice from the City specifying in reasonable detail the nature of such breach; and/or,

3.3.13 Receipt of written information from any authorized agency finding activities of the Supplier engaged in pursuant to a Contract resulting from this ITB to be in violation of the law.

3.4 **CONTRACT EXTENSIONS:**

The City reserves the right to extend all bid contracts for up to four (4) additional one (1) year periods from the date of the award of the original bid, if agreed upon in writing by the contracted Supplier. The contract extension(s) may be for additional quantities or for an additional time period as agreed.

3.5 **TRADE SECRETS:**

This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE." The City shall make a good faith effort to protect such confidential information.

3.6 **TERMS AND CONDITIONS:**

Acceptance of the City's Purchase Order includes acceptance of all applicable Terms and Conditions. The City's Purchase Order Terms & Conditions are provided below for your information.

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4 MINIMUM SPECIFICATIONS AND REQUIREMENTS

4.1 **PURPOSE**

The following specifications are intended to describe the minimum requirements for providing Personal Protective Equipment / Safety Gear of the latest design and styles. Specific details listed below should be considered to be minimum requirements unless otherwise described. Where no specifications are listed, the item is to be described as bid. Applicable manufacturer's literature is to be included with the bid.

Supplier must have extensive knowledge of PPE / Safety Gear

4.2 **BID SPECIFICATION COMPLETION INSTRUCTIONS:**

All text fields or blanks must be responded to in the returned bid specifications. Failure to complete this information will indicate a non-responsive bid.

4.3 **ORDER AND DELIVERY:**

1. The City will not accept any clothing of a different style other than specified on the bid. Substitutions after the awarded bid will be cause for contract cancellation.
2. All quantities are estimated for bid purposes only and not actual quantities to be purchased.
3. All items to be delivered FOB Raleigh, NC to the location provided on the purchase order. Delivery shall be made within a reasonable amount of time to designated location(s). Supplier shall indicate standard lead time for delivery with their bid. Failure to deliver as required will be cause for cancellation of contract.
4. Items are to be provided with the City of Raleigh logo if directed as such. Not all items will be branded – for instance, if the item is not a certain quality, is not a good brand representation, or does not have adequate space to apply the brand. The City of Raleigh shall provide artwork as orders are placed. All brandings must follow the City's branding requirements. Failure to comply with the City's branding requirements will cause for cancellation of contract.
5. The awarded supplier must work with the City of Raleigh and Jaggaer to develop an online catalog for the City of Raleigh's marketplace. Jaggaer will work with the contract supplier to develop the catalog and interfaces. Catalog will include line items with pricing and pictures for each color and size available. The contract supplier will receive orders electronically and will be required to submit invoicing electronically to the City through the Jaggaer. There will be no fee charged to the awarded supplier for developing this catalog.
6. The supplier must be responsible for managing large volume and multi-complexity orders plus the able to respond to the City employees' requests in a timing manner.
7. Supplier shall have an excellent customer service team geared to customer satisfaction. Supplier must be able to provide 24 to 72 hours response to orders after order is placed. Plus provide a contact person, email, and cell, and/or have the ability for online chat.
8. Supplier must have the ability to color match existing colors or have consistent colors across sizes with various styles; beyond "core" color of black, gray, and white.
9. Supplier shall offer electronic ordering and immediate send an order confirmation receipt. Order Confirmation shall include: items ordered, picture of items, shipping information or if the item is back ordered, price per items, total amount (for all items purchased), order number for tracking order, and contact number or email to reply to order confirmation.
10. Supplier shall offer electronic ordering and immediate send an order confirmation receipt via email. Order Confirmation shall include: Department Name, employee's name, items ordered, picture of items, shipping information or if the item is back ordered, price per items, total amount (for all items purchased), order number for tracking order, and contact number or email to reply to order confirmation.
11. Supplier may be requested to demonstrate their online ordering and confirmation capability prior to award.

12. Supplier shall provide an order process flow that shows step by step process for ordering for items with and without a logo/branding.
13. Supplier shall immediately notify ordering City department upon receipt of order(s) when an out-of-stock occurs. Supplier shall inform ordering City department regarding the anticipated date of availability for the out-of-stock item(s). Under no circumstance is supplier permitted to make unauthorized substitutions. Unfilled item(s) shall be indicated on the packing list.

4.4 BRAND GUIDELINES:

All Personal Protective Equipment must follow the brand guidelines in the PPE Guidelines, Attachment F.

4.5 BALANCE OF LINE/CATALOG PRICING:

This bid requires firm-fixed pricing for each item listed. For items not listed, a balance of line/catalog pricing is requested. For balance of line/catalog pricing, Bidder shall provide product pricing using a fixed percentage (%) discount off a Manufacturer Price List or other objectively verifiable published criteria. The Bidder shall provide copies of the Manufacturer Price List or other objectively verifiable published criteria. If this is not feasible, Bidder may provide detailed cost breakdown of their proposed pricing structure to include direct, indirect, general & administrative, overhead and profit cost details. Along with this data, Bidders must submit a justification as to why a Manufacturer Price List or other objectively verifiable published criteria is not available. All costs shall be substantiated by an actual invoice indicating the amount paid for products. Any price reductions, special offerings, sales or promotions occurring during the term of the Contract, shall be passed on to the City as soon as they are announced by the manufacturer or Contractor and shall be considered part of the Contract.

Bidder will be responsible for providing and maintaining current published MSRP with the City of Raleigh and must be included in their bid and provided throughout the term of any Contract resulting from this ITB.

4.6 ADDITION/DELETION OF PRODUCTS/SERVICES:

The City recognizes that products and product line additions and/or services to the Supplier's standard commercial offerings during the term of the bid contract may occur. The City considers these additions as enhancements to the previous bid items and product line. Additions of this nature will be considered as follows: Any and all new products will be categorized with similar products or product lines into existing market categories previously defined and agreed to by the City and with respect to discount structure, net price or grand total of the product. The City shall be notified of new items and/or product lines. Amendment or modification to the bid contract will not be required for addition of new products to the Supplier's offerings that are consistent with pre-established categories and discount structure.

In the event the Supplier adds a new specialty product line which represents products that are consistent with the type and class of products covered under this bid contract, but differ sufficiently from products or brands represented in the existing product categories, so that a separate pricing structure is appropriate, the City and the Supplier may enter into negotiations to modify the contract to establish a discount structure, net price, or grand total for the products. Pricing must be competitive in order to add products to this contract. The Contractor shall provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to order placement. Amendment or modification to the bid contract will be required in order to add negotiated items that are sufficiently different from pre-established categories and discount structure.

4.7 REPORTING REQUIREMENTS:

The awarded supplier must provide a report of the total gross dollar volume of a items ordered quarterly. At a minimum reporting must be in excel format and must include:

1. Items ordered by department. This record must provide the following breakdown per department: each employee's name, description of the item during that quarter, amount of each item, extended total, and the grand total.
2. Provide a summary of high demand items ordered per year.
3. Provide a summary of least demand items ordered per year.

Awarded Supplier is responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales

4.8 CUSTOMER SUPPORT:

1. Supplier will designate one individual who will represent the awarded supplier. This contact person will correspond to technical assistance, questions or problems that may arise. The supplier must complete and return the Customer Service Information Form attached here to as Attachment D with its bid.
2. Qualified telephone support shall be available during the City's standard business hours (8:30 a.m. - 5:15 p.m. ET, Monday through Friday). Customer support shall include live telephone access, internet site access and email access.
3. Responses to requests for assistance shall be within one (1) business day from request date.

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ATTACHMENT A – BID RESPONSE FORM

Bid No.: 274-2026-16-WR
Bid Title: Personal Protective Equipment

Each bidder shall complete this form and include it with its bid.

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, sealed bids are invited and, subject to the conditions herein, will be received by the City of Raleigh Procurement Division. The sealed bids will be publicly opened for furnishing the apparatus, supplies, materials, equipment, and/or repair work and services as described herein.

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned Supplier offers and agrees, if this bid be accepted, to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Supplier certifies that this bid is submitted competitively and without collusion. Furthermore, by executing this bid, the undersigned certifies to the best of Supplier’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

Failure to execute/sign bid prior to submittal shall render the bid invalid, and it WILL BE DEEMED NON- RESPONSIVE and WILL BE REJECTED. Late bids cannot be accepted.

SUPPLIER NAME:		
STREET ADDRESS:		
CITY	STATE:	ZIP CODE:
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF SUPPLIER:		
SUPPLIER’S AUTHORIZED SIGNATURE:		DATE:
CONTACT NAME (if different from above):		
EMAIL ADDRESS:	TELEPHONE NUMBER:	

OFFER VALID FOR AT LEAST 120 DAYS FROM DATE OF BID

OPENING ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the City of Raleigh, this document and all provisions of this Invitation to Bid along with the Supplier’s bid response shall then constitute the written agreement between the parties.

ATTACHMENT B – BID FORM

INSTRUCTION TO BIDDERS: Each bidder shall complete this Bid Form and include it with its bid. This Bid Form consists of Section A, Bid Summary Sheet, and Section B, Itemized Pricing Sheet.

Bids will be considered only if submitted on this form; Emailed and/or faxed bids will not be accepted.

SECTION A - BID SUMMARY SHEET

ITEM	DESCRIPTION	EXTENDED PRICES
1	Group 1 Total Extended Price: Delivery ARO in _____ Days	\$ _____
2	Group 2 Total Extended Price: Delivery ARO in _____ Days	\$ _____
3	Group 3 Total Extended Price: Delivery ARO in _____ Days	\$ _____
4	Group 4 Total Extended Price: Delivery ARO in _____ Days	\$ _____
5	Group 5 Total Extended Price: Delivery ARO in _____ Days	\$ _____
TOTAL BID AMOUNT:		\$ _____

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SECTION B – ITEMIZED PRICING SHEET

Bidders shall provide pricing for all line items within each Group for which they submit a bid. The specified products and configurations are required for standardization and compatibility. Equivalent or substitute products may not be accepted. The City reserves the right to request samples of any proposed item(s) prior to award to evaluate compliance with the specifications. Failure to provide requested samples within the timeframe specified by the City may result in the bid being deemed non-responsive. All listed quantities are estimates and are provided solely for bidding purposes. All items will be delivered to the location specified at the time of order, all of which will be within Raleigh, North Carolina. All items shall be delivered FOB Destination, Raleigh, North Carolina.

All unit prices bid shall be firm and inclusive of all shipping, delivery, handling, packaging, and related charges required to deliver to the designated locations. All unit prices bid shall exclude all Federal, State and local taxes. Any applicable taxes shall be identified separately on invoices. Inclusion of taxes within bid pricing is prohibited and may result in the bid being deemed non-responsive. Bid prices shall remain valid for the initial contract term and period.

GROUP 1: OUTERWEAR							
Group / Line Item Number	Item	Manufacturer, Item Number	Size	Est. Annual Quantity / UOM	Unit Price	Extended Price	Bidder Comments
1 – 1	Rain Jackets	Alpha Workwear, Style A268	M	12 / EA	\$	\$	
			L	36 / EA	\$	\$	
			XL	75 / EA	\$	\$	
			2XL	50 / EA	\$	\$	
			3XL	35 / EA	\$	\$	
			4XL	10 / EA	\$	\$	
1 – 2	Rain Pants	Alpha Workwear Style A226B	M	20 / EA	\$	\$	
			L	36 / EA	\$	\$	
			XL	50 / EA	\$	\$	
			2XL	50 / EA	\$	\$	
			3XL	40 / EA	\$	\$	
			4XL	10 / EA	\$	\$	

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Group / Line Item Number	Item	Manufacturer, Item Number	Size	Est. Annual Quantity / UOM	Unit Price	Extended Price	Bidder Comments
1 – 3	Safety Vests	Radians Style: SV-24-2Z GM M/L	M/L	130 / EA	\$	\$	
		Radians Style: SV-24-2Z GM XL-2XL	XL/2XL	200 / EA	\$	\$	
		Radians Style: SV-24-2Z GM 3XL-5XL	3XL-5XL	100 / EA	\$	\$	
1 – 4	Coveralls	Tyvek 400	S	25 / EA	\$	\$	
			M	25 / EA	\$	\$	
			L	50 / EA	\$	\$	
			XL	125 / EA	\$	\$	
			2XL	125 / EA	\$	\$	
			3XL	50 / EA	\$	\$	
			4XL	25 / EA	\$	\$	
			5XL	25 / EA	\$	\$	
GROUP 1 TOTAL EXTENDED PRICE:						\$	

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GROUP 2: HEAD PROTECTION							
Group / Line Item Number	Item	Manufacturer, Item Number	Size	Est. Annual Quantity / UOM	Unit Price	Extended Price	Bidder Comments
2 – 1	Safety Glasses	HexArmor, Item # VS250, Part number 11-15001-04 (Small)	S	150 / EA	\$	\$	
		HexArmor, Item # MX300, Part # 11-13001-02 (Large)	L	200 / EA	\$	\$	
2 – 2	Safety Glasses	Nemesis, Part # 22475	One Size	500 / EA	\$	\$	
2 – 3	Ear Plug	Small, Green, Honeywell Fusion earplugs, FUS30S-HP	S	200 / EA	\$	\$	
		Large Blue, Honeywell Fusion earplugs, FUS30-HP	L	200 / EA	\$	\$	
2 – 4	Earmuffs	Howard Leight by Honeywell, Part # 3302152	One Size	50 / EA	\$	\$	
2 – 5	Face Mask	3M, Model number 8247	One Size	500 /EA	\$	\$	
2 – 6	Winter Hat Liner	Ergodyne 6862	One Size	20 /EA	\$	\$	
2 – 7	Du Rag	Ergodyne 6710	One Size	50 /EA	\$	\$	
2 – 8	Hard Hat Insert for Cooling	Ergoyne 6632	One Size	50 /EA	\$	\$	
2 – 9	Sun Shield for Hard Hat	Ergodyne 6660	One Size	50 /EA	\$	\$	
GROUP 2 TOTAL EXTENDED PRICE:						\$	

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GROUP 3: GLOVES

Group / Line Item Number	Item	Manufacturer, Item Number	Size	Est. Annual Quantity / UOM	Unit Price	Extended Price	Bidder Comments
3 – 1	Gloves	Power Grab Premium, TOWA#39-C1500/M	M	48 / PR	\$	\$	
		Power Grab Premium, TOWA#39-C1500/L	L	72 / PR	\$	\$	
		Power Grab Premium, TOWA#39-C1500/XL	XL	216 / PR	\$	\$	
3 – 2	Gloves	Nitrile Cold weather glove, Cold Guard Series 251, Black Bodyguard Safety - M	M	24 / PR	\$	\$	
		Nitrile Cold weather glove, Cold Guard Series 251, Black Bodyguard Safety - L	L	24 / PR	\$	\$	
		Nitrile Cold weather glove, Cold Guard Series 251, Black Bodyguard Safety - XL	XL	48 / PR	\$	\$	
3 – 3	Gloves	Nitrile Coated Chemical Resistant, AlphaTech, Ansell# 58-535, M	M	72 / PR	\$	\$	
		Nitrile Coated Chemical Resistant, AlphaTech, Ansell# 58-535,L	L	216 / PR	\$	\$	
		Nitrile Coated Chemical Resistant, AlphaTech, Ansell# 58-535, XL	XL	504 / PR	\$	\$	
3 – 4	Gloves	Nitrile Coated Grip, Extra Thin, Maxi Flex Ultimate #34 874, (8)	M	288 / PR	\$	\$	
		Nitrile Coated Grip, Extra Thin, Maxi Flex Ultimate #34 874, (9)	L	1,440 / PR	\$	\$	
		Nitrile Coated Grip, Extra Thin, Maxi Flex Ultimate #34 874, (10)	XL	2,160 / PR	\$	\$	
3 – 5	Gloves	Nitrile, Yellow, Showa Atlas #772-9/L	L	24 / PR	\$	\$	
GROUP 3 TOTAL EXTENDED PRICE:						\$	

GROUP 4: BOOTS, WADERS, AND CHAPS							
Group / Line Item Number	Item	Manufacturer, Item Number	Size	Est. Annual Quantity / UOM	Unit Price	Extended Price	Bidder Comments
4 – 1	Rubber Boots	Black with Steel Toe, BOGS Forge Boots, #63172-001	6	20 / EA	\$	\$	
			7	10 / EA	\$	\$	
			8	10 / EA	\$	\$	
			9	10 / EA	\$	\$	
			10	20 / EA	\$	\$	
			11	20 / EA	\$	\$	
			12	30 / EA	\$	\$	
			13	20 / EA	\$	\$	
			14	10 / EA	\$	\$	
			15	10 / EA	\$	\$	
4 – 2	Hip Waders	Black with Steel Toe, LaCrosse #0010905	6	2 / EA	\$	\$	
			7	2 / EA	\$	\$	
			8	2 / EA	\$	\$	
			9	2 / EA	\$	\$	
			10	10 / EA	\$	\$	
			11	10 / EA	\$	\$	
			12	10 / EA	\$	\$	
			13	10 / EA	\$	\$	
			14	6 / EA	\$	\$	

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Group / Line Item Number	Item	Manufacturer, Item Number	Size	Est. Annual Quantity / UOM	Unit Price	Extended Price	Bidder Comments
4 – 3	Chest Waders	Black with Steel Toe, Dunlop UNSPSC #46181604	6	2 / EA	\$	\$	
			7	2 / EA	\$	\$	
			8	2 / EA	\$	\$	
			9	2 / EA	\$	\$	
			10	10 / EA	\$	\$	
			11	10 / EA	\$	\$	
			12	10 / EA	\$	\$	
			13	4 / EA	\$	\$	
4 – 4	Snake Chaps	Crack Shot Mossy Oak Break up country #R-2244	One Size	10 / EA	\$	\$	
GROUP 4 TOTAL EXTENDED PRICE:						\$	

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GROUP 5: MISCELLANEOUS ITEMS							
Group / Line Item Number	Item	Manufacturer, Item Number	Size	Est. Annual Quantity / UOM	Unit Price	Extended Price	Bidder Comments
5 – 1	Knee Board	Portable anti-fatigue mat, Wearwell, Comfort2Go 7/8in Thick Anti-Fatigue Mats, Black, Group ML518	N/A	120 / EA	\$	\$	
5 – 2	Traffic Wand	LED, Bright yellow light for day or night use, Bayco #NSP-1634 (Pack 2)	N/A	24 / EA	\$	\$	
5 – 3	Hand Warmer Pouches	Disposable. 8 Hour Duration. Individually Wrapped	N/A	60 / EA	\$	\$	
GROUP 5 TOTAL EXTENDED PRICE:						\$	

COMPANY: _____

SIGNATURE: _____ DATE: _____
 (President/Authorized Officer)

TITLE: _____

ATTACHMENT C – NON-DISCRIMINATION ASSURANCES

Bid No.: 274-2026-16-WR
Bid Title: Personal Protective Equipment

Each bidder shall complete this form and include it with its bid.

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Contract for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Contract.

COMPANY: _____

SIGNATURE: _____ DATE: _____
(President/Authorized Officer)

TITLE: _____

ATTACHMENT D – CUSTOMER SERVICE INFORMATION FORM

Bid No.: 274-2026-16-WR
Bid Title: Personal Protective Equipment

Each bidder shall complete this form and include it with its bid.

The bidder shall provide the contact information for the person designated to respond to technical assistance, questions or problems that may arise as specified in Section 4, Minimum Specifications and Requirements.

Bidder's Name:	
Bidder's Website URL:	
Contact's Name:	
Contact's Telephone Number:	
Contact's Email Address:	

ATTACHMENT E – REFERENCES FORM

Bid No.: 274-2026-16-WR
Bid Title: Personal Protective Equipment

Each bidder shall complete this form and include it with its bid.

Provide at least three (3) references, other than the City of Raleigh, for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. References shall be checked during the evaluation period to determine that the goods provided are substantially similar to those bid herein and that the supplier’s performance has been satisfactory. Information obtained will be considered in evaluation of the bids. Bidders are cautioned to provide accurate information. Misleading information presented in the references may result in a rejection of the proposal.

1. Agency or Company Name: _____

Business Address: _____

Contact Person: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

2. Agency or Company Name: _____

Business Address: _____

Contact Person: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

3. Agency or Company Name: _____

Business Address: _____

Contact Person: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

ATTACHMENT F – PPE GUIDELINES

The brand guidelines and assets shared in this ITB are not to be used in any capacity or shared beyond supplier in any circumstances. The City of Raleigh brand (“Tree logo”) is trademarked and copyrighted since 2018.

1. GENERAL

- a) New City brand introduced in 2018
- b) All Personal Protective Equipment must follow branding guidelines.
 - The supplier will be expected to participate in brand management. The City of Raleigh will not pay for items outside of the branding guidelines. Supplier should only follow guidelines provided by the City of Raleigh Communications Department. The City of Raleigh brand (“Tree logo”) is trademarked and copyrighted since 2018. A certificate of the trademark will be provided for knowledge of the vendor. Signing a city contract, vendor will be signing and agreeing terms and conditions of the City brand.
- c) Not all Personal Protective Equipment need to be branded.
 - Should be branded: Raincoats, hard hats, vests (safety)
- d) From a brand standpoint, recommendation is to choose Personal Protective Equipment that does not feature the logo of another brand (e.g. Adidas, Nike, Under Armour), in order to maintain neutrality of the City and not compete with the City logo.
 - If another logo is showing, it must be on the sleeve or back of the item (e.g. shirt, hat, jacket) only, and cannot be larger in size than City logo
- e) Colors (of fabric and embroidery) need to 1) match the brand guidelines color palette and 2) be consistent across all items. If necessary, vendor should manufacture items with a specific color or do exact color matching.
- f) Recommendation is to limit number of styles for each item to help with manageability and avoid fragmentation

2. GUIDELINES – CORPORATE AND SUB BRAND

- a) Citywide, brand is divided into 2 groups:
 - 1) CORPORATE
 - This is the main visual identity for the City and features the primary color palette
 - All departments have corporate branded Personal Protective Equipment as an option, whether or not they have a sub brand
 - Fabric colors are black, white, twilight blue, and forest green from the primary palette
 - Tree Logo always full color
 - Raleigh Logotype is done in white if on darker colors (twilight blue, midnight black, forest green) or in forest green on lighter colors
 - Raleigh logo lockup should be placed on left breast/pocket area
 - 2.5”x1.5”
 - Highest quality embroidery

- Department name on sleeve is optional
 - EPS file for all department names will be provided to ensure proper size and font
- PPE (safety) gear
 - Specs
 - All PPE gear should first follow safety requirements (including but not limited to color, nonflammable, reflection areas)
 - Colors: Regulation orange, green, yellow
 - Corporate logo placement: on pocket, service on back
 - EPS file for all department names will be provided to ensure proper size and font
 - Branded: Hard hats, safety vests, hard hats (1 style each)
 - Not branded: anything else, e.g. goggles, gloves, pants, earplugs, masks, boots, socks

2) SUB BRANDED

- We will sub brand all public services citywide
- All sub brands will follow the format of Raleigh (one word). Examples: Raleigh Water
- Sub brand visual identity will fall under the guidelines above, but have some unique elements, such as color palette and design elements. Some sub brands share colors, and all will come from general city color palette.
 - Sub brands may use colors that are in secondary and tertiary color palettes, but only as defined for their sub brands.
- This effort is still in progress. As new sub brands are developed, COR will provide specifications for their Personal Protective Equipment.
- Sub branded service areas have the option of using both their sub branded Personal Protective Equipment and corporate.
- Specs for shirts and jackets
 - Fabric color choices will differ per sub brand and may pull from primary, secondary or tertiary palettes, only as instructed. As mentioned above, colors need to match palette and be consistent across apparel items.
 - Each sub brand will have ~4 fabric color options
 - Tree Logo for sub brand should only be black (on light fabric) or white (on darker fabrics) – never add color to sub brand logos
 - Raleigh logotype should also be only white or black (same color as tree) for sub brands
 - Sub brand should be placed on left breast/pocket area

- Average Size: 2.5"x1.5" – may size up or down depending on size of shirt and length of sub brand name
- Highest quality embroidery
- PPE (safety) gear
 - Specs
 - All PPE gear should first follow safety requirements (including but not limited to color, non flammable, reflection areas)
 - Colors: Regulation orange, green, yellow
 - Sub brand logo placement: on pocket, service on back
 - EPS file for all department names will be provided to ensure proper size and font
 - Branded: Hard hats, hi vis vests, tee shirts, and jackets
 - Not branded: anything else, e.g. goggles, gloves, pants, earplugs, masks, boots, socks

3. GLOSSARY

- a) **Brand:** All of the elements that make up perceptions of an organization, including language, visuals and how a person experiences communication and service from that organization. For this purpose, we're focused on visuals and how they are presented on Personal Protective Equipment.
- b) **Corporate brand:** The core visual identity of the City of Raleigh (logo, blue and green color palette, design elements)
- c) **Sub brand:** The "spin" on the core visual identity of the City of Raleigh for specific public services (e.g. Raleigh Water, Raleigh Arts, Raleigh Parks). All design elements are from the Corporate brand, and colors are pulled from the primary, secondary and tertiary palettes, but may be narrowed for sub brand.
- d) **Logo:** Visual mark that identifies the organization. In the case of City of Raleigh, the tree
- e) **Logotype:** "Raleigh" in designated colors and font
- f) **Logo lockup:** tree + "Raleigh" or "Raleigh_____ " (in case of sub brand) connected
- g) **Color palette:** selection of colors designated to represent brand. Should not deviate from this selection.
- h) **Design element:** unique visuals that are part of the brand's visual identity (e.g. leaf pattern, diamond pattern that are pulled from tree logo)

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4. PRIMARY BRAND COLORS

Our Primary Brand Colors are those that are most associated with our brand — you will find them in our Full Color Logo. Symbolically the colors represent the stages of growth for a tree from sapling to forest. All visuals are provided for reference purposes only and are not to be considered to scale. Final sizing and application of all logos will be determined collaboratively by the successful bidder and the City of Raleigh Design Team to ensure consistency across all corporate Personal Protective Equipment (PPE).



- 1 **Dark Green**
Inspired by mature growth
- 2 **Medium Green**
Inspired by expressive growth
- 3 **Light Green**
Inspired by new growth
- 4 **Forest Green**
Inspired by diverse growth

5. LOGO SIZE FOR APPAREL



2.5 – 2.75 inches
Logo size shown is average. Vendor and City of Raleigh Design Team will setup final sizes to keep consistency through all corporate Personal Protective Equipment, and with the highest quality embroidery possible.

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6. LOGO COLOR



Light Green
PMS 2300 C
C 40 M 0 Y 89 K 0
R 169 G 194 B 63
HEX A9C23F

Medium Green
PMS 2294 C
C 50 M 0 Y 95 K 13
R 120 G 170 B 0
HEX 78AA00

Dark Green
PMS 363 C
C 76 M 3 Y 100 K 18
R 76 G 140 B 43
HEX 4C8C2B

Forest Green
PMS 349 C
C 90 M 12 Y 95 K 40
R 4 G 106 B 56
HEX 046A38

White
For dark background
Raleigh Logotype must be
white.
Follow Guidelines.

7. DEPARTMENT NAME PLACEMENT (OPTIONAL)



8. DEPARTMENT NAME VISUALS

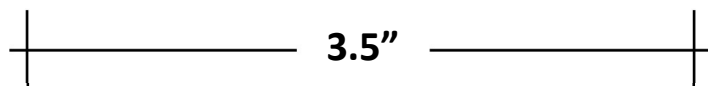


9. DEPARTMENT NAME PRINT AREA

Font: Typold Extended

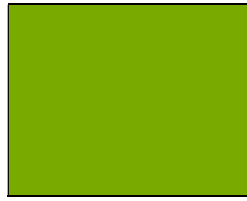
Font-size: 14pt

Department Name is placed on the left sleeves of corporate apparel only Assets will be provided by the City Communications

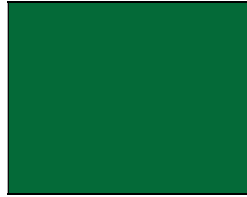


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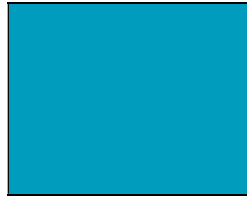
10. SUB-BRAND COLORS



Medium Green
PMS 2294 C
C 50 M 0 Y 95 K 13
R 120 G 170 B 0
HEX 78AA00



Forest Green
PMS 349 C
C 90 M 12 Y 95 K 40
R 4 G 106 B 56
HEX 046A38



Computer Blue
PMS 7703
C 79 M 2 Y 10 K 11
R 0 G 156 B 189
HEX 009CBD



Computer Blue
PMS 7703 50%



Gray 50%
PMS Black 50%



Gray 25%
BMS Black 25%

CITY OF RALEIGH PURCHASE ORDER TERMS & CONDITIONS

Supplier quotes or proposals are referenced for scope only.

City of Raleigh Purchase Order Terms & Conditions exclusively governs this purchase.

1. All invoices are to be sent by email to: accountspayable@raleighnc.gov or mail or deliver all invoices to the **City of Raleigh, Accounts Payable, PO Box 590, Raleigh NC 27602-0590.**
2. **Important: All invoices must include a unique invoice number and this Purchase Order number.** Invoices submitted without the unique invoice number or without the correct purchase order number will result in delayed payment.
3. Invoices for partial deliveries must be indicated as such.
4. The Supplier must provide separate invoices for each Purchase Order number.
5. **The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes.** These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.
6. The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
7. Payment term discounts will be deducted as provided for on the front of this Purchase Order or in accordance with the terms of your official quotation or bid. **Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods whichever is later.**
8. **Important: All packages must bear the correct Purchase Order number on the outside of each package or shipping container.**
9. The City of Raleigh will not be responsible for any goods delivered without a Purchase Order having been issued.
10. The conditions of this order cannot be modified except by written amendment in the form of a "Corrected Purchase Order" which has been approved by the City of Raleigh's Purchasing Manager.
11. Any rejected materials will be returned to the Supplier at the Supplier's risk and expense.
12. In the event of a Supplier's failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Supplier agrees that the City may return part or all of any shipment and may charge the Supplier with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
13. In case of default of the contractor, the City may procure the articles or services from other sources and charge the Supplier damages for any excess costs or other damages caused by the default.
14. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the Supplier shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
15. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the purchase order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the Supplier is to prepay the shipping charges and add them to the invoice.
16. The risk of loss and damage to the goods which are the subject of this order shall be the Supplier's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
17. The Supplier acknowledges that it is the policy of the City of Raleigh to avoid commercial promotion of products used by the City or the Suppliers of such products. The Supplier accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon the City's purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by City officers or employees.
18. The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. **Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.**
19. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
20. Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to the City by the Supplier are subject to the public records laws of the State of North Carolina and it is the responsibility of the Supplier to properly designate materials that may be protected from disclosure as trade secrets under North

Carolina law as such and in the form required by law prior to the submission of such materials to the City. Supplier understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.

- 21. Non-discrimination** - To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Purchase Order.
- 22. Insurance** - If performing services under this Purchase Order the Supplier agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Purchase Order the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Supplier is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Supplier under this Purchase Order:
- a. Workers' Compensation Insurance - Supplier agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with limits of no less than \$1,000,000 each accident, each employee and policy limit.
 - b. Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - c. Commercial Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Supplier does not own automobiles, Supplier agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Purchase Order and/or are brought on a COR site.
 - d. Additional Insured - Supplier agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Raleigh as its interest may appear'.
 - e. Umbrella or Excess Liability - Supplier may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Supplier agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
 - f. Professional Liability - Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.
The City reserves the right to require a Certificate of Insurance meeting the minimum coverage and requirements of this section. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Supplier's insurer. If Supplier receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Supplier agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.
The certificate holder address should read:
City of Raleigh
Post Office Box 590
Raleigh, NC 27602
All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh's Risk Manager.
- 23. Indemnity** - To the fullest extent permitted by law, except to the extent caused by the sole negligence or willful misconduct of the City, the Supplier shall indemnify and hold and save the City, its officers, agents and employees,

harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Purchase Order, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Supplier in the performance of this Purchase Order. This representation and warranty shall survive the termination or expiration of this Purchase Order. The Supplier shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Purchase Order.

- 24. Intellectual Property** - All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Purchase Order shall be the property of the City. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Supplier's performance of services under this Purchase Order shall vest in the City. Works of authorship and contributions to works of authorship created by the Supplier's performance of services under this Purchase Order are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.
- 25. Force Majeure** - Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except at otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Purchase Order, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Purchase Order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Purchase Order by this provision.
- 26. Cancellation** - The City may terminate this Purchase Order at any time by providing written notice to the Supplier. Supplier shall cease performance immediately upon receipt of such notice. In the event of early termination, Supplier shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Supplier under this section exceed the total amount due Supplier under this Purchase Order.
- 27. Miscellaneous** - The Supplier shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Purchase Order and will reimburse the City for the replacement value of its loss or damage. The Supplier shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Supplier represents that it has, or will secure at its own expense, all personnel required in performing the services under this Purchase Order. Such employees shall not be employees of or have any individual contractual relationship with the City.
- 28. E-Verify** - I understand that E-Verify is the federal E-Verify program operated by the United States Department 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 in accordance with NC G.S. §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.
- 29. Iran Divestment Act Certification** - Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to NC G.S. §147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and NC G.S. §147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 30. Companies Boycotting Israel Divestment Act Certification** - Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NC G.S. §147-86.81.