



354-RFB-25-01

REQUEST FOR BIDS
for
Cary Holiday Decorations

To be opened 10:00 am (ET), Friday July 19, 2024

Pursuant to General Statutes of North Carolina, as amended, sealed bids, subject to the conditions and specifications herein, are invited for furnishing the following apparatus, supplies, materials, equipment. All bids will be received by the Town of Cary Purchasing Division electronically until the date and time stated above, at which time the sealed bids will be publicly opened virtually and read.

BY: LaToyla Reaves, Procurement Consultant

DATE: July 5, 2024

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS DOCUMENT

Please provide pricing subtotals and grand total for the option (or options) you are submitting for evaluation.

Table with 3 columns: QUANTITY, ITEM DESCRIPTION, TOTAL Delivered with Freight. Row 1: 1, Cary Holiday Decorations as per Attached Specifications, Terms & Conditions, \$. Row 2: GRAND TOTAL (ALL GOODS, SHIPPING, FEES, ETC.), \$.

Table with 2 columns. Row 1: ESTIMATED DATE ALL GOODS DELIVERED, blank line. Row 2: MINIMUM NUMBER OF YEARS REPAIR PARTS AND SUPPORT OF THE UNIT WILL BE AVAILABLE (IF ANY)?, blank line.

Do the products submitted for bid meet the exact specifications listed herein? [ ] YES [ ] NO
This company is a certified Historically Underutilized Business (HUB) by the North Carolina Department of Administration HUB Office. [ ] YES [ ] NO

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

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

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

NOTICE TO BIDDERS: Do not include taxes in your bid proposal pricing. Any and all tax imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price. Failure to comply with these conditions will be considered grounds for rejection.

In compliance with the above request for bids and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within \_\_\_\_\_ days from the date of the opening, to furnish any or all of the items upon which prices are quoted at the price set opposite each item within \_\_\_\_\_ days after receipt of order, unless otherwise specified.

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

TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

NAME PRINTED OR TYPED: \_\_\_\_\_

CONTACT NAME (if different than above): \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### ***BIDDER'S CHECKLIST***

- Be aware of the virtual bid opening date and time as indicated on the first page of this proposal.
- You must submit **bids in electronic format via eVP**. No hard copy bids will be accepted.
- All signatures must be by a company officer or agent who is authorized to enter and sign bid documents.
- Have you read and understood the "Terms and Conditions" and the "Instructions to Bidders" for submitting a bid to the Town?
- Have you read and do you completely understand all the specifications of this bid proposal?
- If an addendum to the specifications was issued, has it been returned with this bid proposal (indicating acceptance of the information contained within)? Failure to do so may result in your submittal being deemed unresponsive.
- Have you enclosed statements explaining any exceptions made to the specifications? (If applicable)
- Have you submitted your Itemized Quote?
- Have you enclosed a memo identifying the manufacturer warranty of MATERIALS associated to this this bid?

# INSTRUCTIONS TO BIDDERS

## 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 Town of Cary with apparatus, supplies, material and equipment, and/or services listed above. All bids and contracts are governed by Town policy, and /or by Section 143-129 of the North Carolina General Statutes.

## 2. **BID SCHEDULE:**

Listed below are the dates and times by which stated actions must be taken or completed. The Town may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	----	Friday July 5, 2024
Deadline for Questions & Approved Equals	3:00 PM EST	Friday July 12, 2024
Bids Due	10:00 AM EST	Friday July 19, 2024
Anticipated Award	----	End of July

## 3. **BIDDER QUESTIONS:**

The Town 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 Town'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 Town 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, technical questions and approval of alternate products to this bid must be received by the Town no later than the date shown above in Section 2, entitled "Bid Schedule", under *Deadline for Questions*. 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 Town's requirements and terms and conditions. The Town shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the eVP website at [North Carolina electronic Vendor Portal](#).

## 4. **BID CONTACT:**

Any and all questions, concerns, request for additional information, and alternate product considerations shall be directed to the Town of Cary, Procurement Division to the attention of the Procurement Consultant:

LaToyla Reaves  
[LaToyla.Reaves@carync.gov](mailto:LaToyla.Reaves@carync.gov)

## 5. **HOW TO PREPARE BID PROPOSALS:**

Bidders are encouraged to 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. Also, prices are to remain firm for the period stated herein.

- a) **PROPOSAL FORM:** Submit prices and offers on the **BID PROPOSAL FORM(s)** provided herein. All bid proposals 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.
  - i. The bidder shall indicate an approximate delivery date for each line item detail listed on Attachment 1.
  - ii. The bidder shall submit the subtotal of all goods on the bid proposal form and attach a

quote with the line item details for each line listed on Attachment 1.

- iii. The bidder shall submit the subtotal of all goods on the bid proposal form and attach a quote with the line item details for each line listed on Attachment 1.

b) **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, additions not called for, conditional bid, or any irregularities.

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

d) **MINORITY WOMEN BUSINESS ENTERPRISES (MWBE) POLICY**: The Town invites and encourages participation in this procurement process by certified Minority and Women-Owned Business Enterprises (MWBE) in accordance with North Carolina General Statute 143-129.

e) **SUSTAINABILITY**: As stated in the 2017 Cary Community Plan, the Town has a commitment to promoting green practices that will promote an environmentally safe and desirable community for future generations. As such, we recognize our responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The Town recognizes that the types of products and services the Town buys have inherent social, human health, environmental and economic impacts, and asks that all vendors and bidders providing and proposing products and services to the Town, be mindful of the Town's commitment to sustainability and provide and propose products and services that embody this commitment whenever possible.

f) **NONDISCRIMINATION POLICY**: It is the policy of the Town of Cary to promote the fair treatment of all individuals and provide them freedom from discrimination. No member of a protected class shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by Cary, including programs or activities that are funded in whole or in part with State or Federal funds, such as Coronavirus State and Local Fiscal Recovery Funds.

## 6. **HOW TO SUBMIT BID PROPOSALS:**

a) Upload a complete set of your bid on the **BID PROPOSAL FORM** provided herein to the NC eVP website at [North Carolina electronic Vendor Portal](#).

b) **NO PHYSICAL, EMAIL OR FAX BIDS WILL BE ACCEPTED.**

## 7. **BID OPENING:**

a) The bid opening shall be held virtually via Webex. The meeting is scheduled for 1:55 PM EST (5 minutes prior to the bid opening). If planning to attend, please join the meeting early in case you have trouble connecting.

b) All bidders are welcome to attend the bid opening virtually and can be accessed via the following credentials:

**Meeting link:**

[354-RFB-25-01](#)

**Meeting number:**

2330 933 5966

**Password:**

5Tbxx4cmKE4

**More ways to join**

Join by video system

Dial 23309335966@carync.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1 919-469-4099 Town of Cary Call-In

+1-408-418-9388 United States Toll

Access code: 23309335966

- c) All bids will be opened and read at the time shown on the enclosed Bid Proposal Form. No official award will be made during the Bid Opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- d) Bidders may not review or request copies of bids at the Bid Opening. A request must be submitted to the purchasing supervisor via email.
- e) If you have difficulty joining or trouble with sound contact Webex and provide them the Meeting number.
- f) Bids will be examined by the Purchasing Supervisor and/or Bid Agent of the using department promptly after the opening and an award made as early as possible. No bids may be withdrawn after bid opening.

**8. AWARD OF BID:**

- a) Standard of Bid Award Acceptance: The Town 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 Town of Cary. 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.
  - i. Bids prices received will be viewed per option (a group of materials outlined in Attachment 1) total. The lowest price package that is received by a responsive, responsible bidder, as outlined by North Carolina State Statute, will be awarded the bid.
- b) 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, fuel surcharges and other fees if applicable and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the Town Purchase Order if not otherwise instructed within the specifications section. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation where applicable or otherwise described within the specifications. 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.
- c) 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 (if present); 2) the Minimum Specifications section specific to the Bid, 3) the Town of Cary Terms and Conditions;

and 4) the Instructions to Bidders section of the Bid document.

- d) Payment Terms: Payment terms of Net 30 days from the date of receipt of correct 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 or delivered to **Town of Cary, Accounts Payable Division, PO Box 8049, Cary, NC 27512.**
- e) Bid Award Approval: The Town Manager has delegated authority from the Town Council to award bids for supplies, equipment, and apparatus greater than \$90,000. Bids will be approved and awarded by the Town Manager or designee upon the recommendation by the Procurement Department.

#### **9. OBJECTION TO THE SPECIFICATIONS:**

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify the Town of Cary Purchasing Supervisor, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to the Town of Cary Assistant Manager of Purchasing & Contracts. Information obtained from other sources will not be considered in the evaluation and award of this bid.

#### **10. 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 bidders' own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

#### **11. BID OPTIONS:**

The Town reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items when applicable. At the discretion of the Town, some or all 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, responsive, 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.

#### **12. QUANTITIES:**

The Town of Cary 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 Town. 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.

#### **13. PRICE ADJUSTMENTS:**

**For Bids with fixed price contract periods**, it is the Town's intent to contract at a fixed price for a period of one (1) year, with an option to extend the contract for three (3) additional one (1) year periods. The price proposed by the Bidder is to remain fixed for the first sixty (60) day period of the contract. Prices for additional extension term periods may be subject to a price increase or decrease if the price adjustment mirrors and reflects a previous industry wide adjustment for the product or item(s) specified in the Bid.

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 Procurement Department at least sixty (60) days prior to the Bid contract anniversary date. Any approved price adjustment (increase or

decrease) will then become effective upon the anniversary date of the contract at the start of the next term period.

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

**14. CONTRACT EXTENSIONS:**

The Town reserves the right to extend all bid contracts for up to three (3) additional one (1) year periods from the date of the award of the original bid, if agreed upon in writing by the contracted vendor. The contract extension(s) may be for additional quantities or for an additional time period as agreed.

**15. 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 Town shall make a good faith effort to protect such confidential information.

**16. BID TABULATIONS:**

Bidders wishing to obtain a bid tabulation prior to the award of the bid may view and download tabulations from the North Carolina electronic Vendor Portal (eVP) website at [eVP](#). Tabulations should be posted within 48 hours (two workdays) after the public bid opening. From the Town's homepage, select the following in order to view bid tabulations: Business and Development, Bids and Proposals, select the link to the North Carolina Interactive Purchasing System, Search Bid Number, enter the desired bid number, and select Search. Bid tabulations only reflect the bids as read at the time of the bid opening and should not be considered an award. It is the Town's policy to furnish bid tabulations to all bidders.

**17. INVOICING:**

For prompt payment all invoices must include an accurate Purchase Order Number. Please submit invoices to TOWN OF CARY, PO BOX 3052, OREM, UT 84057 or electronically to [TownOfCaryAP@IPayables.com](mailto:TownOfCaryAP@IPayables.com) as a PDF attachment. Invoices not submitted following these instructions will result in delayed payment.

**18. TERMS AND CONDITIONS:**

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

## TOWN OF CARY PURCHASE ORDER TERMS & CONDITIONS

1. **Vendor quotes or proposals are referenced for scope and pricing only.** These Town of Cary Purchase Order Terms & Conditions exclusively govern this transaction.
2. Cary may, at any time, insist upon strict compliance with these terms & conditions, notwithstanding any previous customer, practice, or course of dealing to the contrary. Acceptance of this order includes acceptance of all Cary terms, conditions, prices, delivery instructions, and specifications as shown on this order or attached to and made part of this order.
3. The conditions of this order cannot be modified except by written amendment in the form of a "Purchase Order Change" which has been approved by Cary's Purchasing Department.
4. All invoices are to be sent by email to: [TownOfCaryAP@IPayables.com](mailto:TownOfCaryAP@IPayables.com); or mailed to the following address: Town of Cary, PO Box 3052, Orem, UT 84057.
5. **All invoices must include a unique invoice number and this Purchase Order number.** Invoices submitted without unique invoice number or without the correct purchase order number will result in delayed payment.
6. The Vendor must provide separate invoices for each Purchase Order number.
7. Cary is not exempt from North Carolina State Sales Tax of Wake County Sales Tax. These taxes must be correctly itemized on the invoice for payment. Taxes are not listed on the Purchase Order.
8. Cary 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 from other taxes. Tax Exemption Certificates will be furnished upon request.
9. **Net purchases will be paid 30 days from the date of submitted invoice or upon acceptance of goods, whichever is later.** 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.
10. **All packages must bear the correct Purchase Order number on the outside of each package or shipping container.**
11. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the Purchase Order. The Vendor is to prepay the shipping charges and add them to the invoice.
12. The risk of loss and damage to goods which are the subject of this order shall be the Vendor's responsibility until the goods are delivered to the destination set out in the order and accepted by Cary or its representative.
13. Cary shall not be responsible for any goods delivered without a Purchase Order having been issued.
14. Any rejected materials will be returned to the Vendor at the Vendor's risk and expense.
15. In the event of the Vendor's failure to deliver or perform as specified, Cary reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that Cary may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
16. In case of default of the Vendor, Cary may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.
17. It is agreed that the goods, materials, equipment, or services provided shall comply with all Federal, State or local laws, and that the Vendor shall defend actions or claims brought, and hold harmless, Cary, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
18. The Vendor acknowledges that it is the policy of Cary to avoid commercial promotion of products used by Cary or the vendors of such products. The Vendor accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon Cary'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 Cary officers or employees.
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 exclusively 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 Cary by the Vendor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Vendor 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 Cary. The Vendor understands and agrees that Cary 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. **Nondiscrimination.** To the extent permitted by law, the Vendor, its officers, employees, contractors, agents, successors, or permitted assigns, shall not discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.
22. **Indemnity.** To the fullest extent permitted by law, except to the extent caused by the sole negligence or willful misconduct of Cary, the Vendor shall indemnify and hold and save Cary, 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 or 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 Vendor in the performance of this Purchase Order. This representation and warranty shall survive the termination or expiration of this Purchase Order. The Vendor shall indemnify and hold and save Cary, its officers, agents, and employees harmless from liability of any kind, including all claims, costs (including defense) and expenses, on account of the use of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Purchase Order.
23. **Force Majeure.** Except as 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. Either party must resume performance of this Purchase Order as soon as is practicable after the end of a Force Majeure event.
24. **Cancellation.** Cary may terminate this Purchase Order at any time by providing written notice to the Vendor. The Vendor shall cease performance immediately upon receipt of such notice. In the event of early termination, the Vendor 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 Cary. Notwithstanding the foregoing, in no event will the total amount due to the Vendor under this section exceed the total amount due to the Vendor under this Purchase Order.
25. **Miscellaneous.** The Vendor shall be responsible for the proper custody and care of any property furnished or purchased by Cary for use in connection with the performance of this Purchase Order, and will reimburse the Town for the replacement value of its loss or damage.
26. **E-Verify.** The Vendor understands 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 NCGS §64-25 et seq. The Vendor is 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 the Vendor's knowledge, any subcontractors employed by the Vendor as a part of this Purchase Order are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.
27. **Performance of Government Functions.** Nothing contained in this Purchase Order shall be deemed or construed so as to restrict or inhibit Cary's police powers or regulatory authority.
28. **No Waiver of Immunity.** Nothing in this Agreement shall be construed to mandate purchase of insurance by Cary pursuant to N.C.G.S. § 160A-485 or to in any way waive Cary's defense of governmental immunity from any cause of action alleged or brought against any party for any reason if otherwise available as a matter of law. No officer, agent, or employee of Cary shall be subject to any personal liability by reason of the execution of this Purchase Order or any other documents related to the transactions contemplated hereby.

# **MINIMUM SPECIFICATIONS**

## **1. GENERAL:**

These specifications have been written to purchase various holiday decorations (MATERIAL) to place around Cary as well as our Downtown Park area from the winning bidder (CONTRACTOR), with the option to purchase additional MATERIAL over the coming years.

- a) Any discrepancy to these specifications must be approved in advance during the Question and Answer Period (see schedule on page 2).
  - The bidder shall send their question to the bid contact where it will be reviewed and answered in the form of an addendum at the conclusion of the Q&A Period.
- b) The specifications were not written to intentionally eliminate any one bidder. These minimum specifications were written in conjunction with our design team in order to create a cohesive experience around Cary.
  - Any alternates must be submitted during the Q&A period for review.
  - We require pictures of the alternate, and a data sheet outlining all the specifications of the unit to compare to MATERIAL outlined in the bid.
- c) Pricing shall be filled on the Bid Submittal Form as two lots defined in section 2.
- d) Shipping, handling and any other applicable fees shall be captured in the unit price per item. Unit prices shall be submitted as an itemized quote and with the Bid Submittal Form. Any price discrepancies outside of the submitted bid will be at the bidders' expense.

## **2. MATERIAL SPECIFICATION**

The following is a breakdown of the MATERIAL represented in the lot that shall be submitted as a consolidated price on the bid submittal form on page 1 of this solicitation.

- a) A separate itemized quote shall accompany each submitted bid that breaks down the item pricing for items within the lot. Failure to do so can make the bid unresponsive.
- b) Submitted bids shall ensure all assembly and installation hardware is included for each item, regardless if it is named on the table below.
  - Failure to account for assembly hardware in CONTRACTOR's submitted bid price shall be paid for and delivered at the bidder's expense within 7 days of discovery.
- c) Items submitted for review shall conform to the following specifications.
- d) All referenced LEDs shall be 'sunlight warm' color, unless specified.

Cary Holiday Decorations		
QTY	Mosca Design Part Number	Description
1	RKMD-MESH-GB-STACK	PVC Mesh with Gold Frame and LED steady and twinkle mini lights. Glitter Mesh bow and ribbon with LED Outline Lighting. Garland Covered Base. Available in any color garland, glitter mesh, and rope light combination. SIZE: 13.5'H x 8.5'W x 4.5'D
1	3D PENGUIN HOLDING SNOWFLAKE	3D Penguin holding a snowflake
1	RGB-ORBFIELD-80	<ul style="list-style-type: none"> <li>Includes 28 250mm (9.8"), 26 350mm (13.7"), and 26 500mm (19.6") sized orb</li> <li>Includes spacers and controllers</li> </ul>
1	RGB-DSNSTR-12	12' Fiberglass construction, Lit with RGB lights
2	POFTS-88-CLASSIC-GOLD	10' Classic Gold Nutcracks, warm LED lights, fiberglass construction, indoor and outdoor safe
2	RKMD-MAJ-STACK-48	48" Clear mesh with gold aluminum frame. Warm white
3	RKMD-MAJ-STACK-36	36" Clear mesh with gold aluminum frame. Warm white
3	RKMD-MAJ-STACK-30	30" Clear mesh with gold aluminum frame. Warm white
2	3D-DEER-10FT	10' Deer
1	RKMD-SNOWFLAKE-TWINKLE-10	10' tall x 10' wide
2	9' 3D LED CANDY CANE – RED & WARM WHITE	9'Hx7'Wx1.5'D Commercial Grade LED mini light. Transparent PVC cable, bullet cap with glue injection, IP65, outdoor rated. Aluminum gold powder coated frame. Red and transparent flexi-PVC Net. 6' UL Rated Power Cord.
1	Teddie	3D Polar Bear wearing skis
1	RKMD-LG-STACKED-STARS	11.5'Tall x 6' wide

### 3. DELIVERY

MATERIAL shall be delivered between the hours of 7:00 AM and 2:00 PM Monday through Friday, excluding holidays. Should constraints prevent delivery within 72 hours of the original scheduled delivery date, the supplier shall contact the Town's primary contact and coordinate delivery as applicable.

a) All MATERIALS shipped by the awarded bidder shall be shipped to either:

ATTN: Taylor Morse  
420 James Jackson Ave.  
Cary, NC 27513

b) Winning bidder shall coordinate all deliveries with the associated Cary personnel.

Taylor Morse	<a href="mailto:Taylor.Morse@carync.gov">Taylor.Morse@carync.gov</a>	919-614-3033
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### 4. PRODUCT INSPECTION

The Town reserves the right to analyze delivered MATERIAL upon arrival at the destination and reject such material for failing to meet one or more of the above-mentioned specifications or quality standards, including damage. All freight charges on rejected material shall be paid for by the successful bidder.

**5. WARRANTY**

The CONTRACTOR shall guarantee the MATERIAL from defect for a minimum of 1 year. Please submit a memo outlining any additional warranty which may be available.

**6. BID SPECIFICATION COMPLETION INSTRUCTIONS:**

All text fields or blanks must be responded to in the returned bid submittal form (page 1). **Failure to complete this information will indicate a non-responsive bid.**

**7. MEETS OR EXCEEDS SPECIFICATIONS:**

Please check the appropriate “YES”  or “NO”  box on the bid submittal form, indicating that the items being bid does meet or does not meet the specification as written. Checking the “NO” field indicates that the bidder does not meet the specification as requested and is taking an exception. All exceptions must be explained in detail as per below.

**8. EXCEPTIONS TAKEN TO SPECIFICATIONS:**

Any exceptions to the original bid specifications must be submitted in writing during the question and answer period and will be approved or denied via addendum. Bidders must note clearly any and all approved exceptions taken to the specifications as an attachment within their submitted bid. The specifications were not written to intentionally eliminate any one bidder. Bidders must note differences as an “Exception” and attach detail information explaining how the exception is “equal to” or “exceeds” the intent of the specification. All exceptions and items submitted as an equal will be evaluated. The Town reserves the right to reject any and all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Town of Cary. All Exceptions taken to the specifications must be indicated by checking the “NO” field on the bid submittal form (page 1) and be explained individually in detail on an attached sheet and submitted with your bid. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify the Town of Cary Purchasing Supervisor, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening (as per Page 5 – Sec. 9- “Instructions to Bidders”).