



354-RFB-25-09

**REQUEST FOR BIDS**  
for  
**First Responder Uniforms**

To be opened 2:00 PM (ET), - Wednesday, January 8, 2025

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: Ryan O'Dell, Procurement & Contracts Manager                      DATE: December 11, 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.

QUANTITY (LOT)	ITEM Description	GRAND TOTAL (Table #1)
1	Market Basket As per Attached Specifications, Terms & Conditions	
GRAND TOTAL (ALL GOODS, SHIPPING, & FEES, ETC.)		

Average Turnaround for Orders	_____ Stock Items - Days _____ Customized Items - Days
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Do the products submitted for bid meet the exact specifications listed herein?    ☐ YES    ☐ NO

This company is a certified Historically Underutilized Business (HUB) by    ☐ YES    ☐ NO  
the North Carolina Department of Administration HUB Office.

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 enclosed your Itemized Quote? (Attachment 1)
- ☐ If your bid includes approved alternates, have you included ATTACHMENT 2 (Alternate Worksheet)?
- ☐ Have you enclosed a memo identifying the manufacturer warranty of MATERIALS associated to this bid (Minimum Specifications, Section 14)?
- ☐ Have you enclosed a memo of guaranteed supply and commitment to the delivery timeline you've identified in your bid (Minimum Specifications, Section 6)?

## ***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	----	Wednesday, December 11
Mandatory Presentation of Goods	Contact Fire Admin	By Thursday December 19
Deadline for Questions & Approved Equals	3 PM	Friday, December 20
Bids Due	2:00 PM	Wednesday, January 8
Anticipated Award	----	Late January

**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 contractor administrator:

Megan Palmer  
[Megan.palmer@carync.gov](mailto:Megan.palmer@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.

- 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-25-09 Bid Opening](#)

**Meeting number:**

2348 422 9982

**Password:**

sAcMwPGH764

More ways to join

Join by video system

Dial [23369004134@carync.webex.com](tel:23369004134)

You can also dial 919-469-4099 and enter your meeting number.

Join by phone

+1- 408-418-9388 United States Toll

Access code: [23484229982](tel:23484229982)

- 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 six (6) months, with an option to extend the contract for five (5) additional six (6) month 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 five (5) additional six (6) month 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 [Submit.Invoices@carync.gov](mailto:Submit.Invoices@carync.gov) and the account administrator 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: [Submit.Invoices@carync.gov](mailto:Submit.Invoices@carync.gov)
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 and updated (from the canceled bid 25-03) to establish annual pricing to purchase various articles of clothing and accessories (MATERIALS) that make up Town of Cary Fire Department uniforms from the winning bidder (CONTRACTOR) through the use of an online marketplace (or portal) which provides simplified billing and gives Cary staff the flexibility to no longer stock these uniform items.

### **2. MANDATORY PRESENTATION OF GOODS:**

The specifications were not written to intentionally eliminate any one bidder. These minimum specifications were written in accordance with the Town's standard uniform specifications, the desire to eliminate on hand inventories, and outsource related inventory control.

a) Cary staff requires all interested bidders to present (in person) the following:

- Presentations shall be capped at 2 hours and must take place prior to the closing of the Q&A period outlined in the bid schedule on page 4.
- Presentations must be made by appointment only during the timeframe outlined in the bid schedule on page 4.
  - Firms that presented during the bid 25-03 need not present again prior to submitting an updated bid.
- Presenters must bring a selection of items that match the specifications outlined in Table 1 which does not contain a specific Manufacturer reference.
- Presenters are encouraged to bring a selection of alternate manufactures and products that may be new to the market based on the list of MATERIALS outlined in Attachment 1 that does contain a manufacturer reference.
  - The MATERIALS outlined in Table 1 will remain the required MATERIALS unless something is approved as an alternate during this Q&A period.
    - Items previously identified as accepted alternates will stand and include:
      - Duty Pants: 5.11 Apex Pants Men's Style #74434, Women's Style #64446
      - First Tactical A2 Pants Men's Style #114038, Women's Style #124038
      - First Tactical Cotton Station Pant Men's Style #114024, Women's Style #124024
      - PT Shorts: First Tactical Tactix PT Cotton Training Short Men's Style #115008 and Women's Style #125008
  - 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.
  - We require samples of MATERIAL to be on hand during the presentations in order to be

considered as an alternate.

- Pictures and a datasheets outlining all the specifications of the alternate to compare to the MATERIALS outlined in the bid must be submitted for review during the presentation.
- A demonstration of the online portal that would be used to complete orders if selected as the supplier for this request for bids.
  - MATERIAL identified on the portal must be accurate and up to date at all times.
  - Ease of use and service will be weighed in the responsiveness of the bid.
- An example of the invoicing process, including how invoices are submitted and an outline of the payment process.
  - Ease of billing structure will be weighed in the responsiveness of the bid.

### 3. MATERIAL REQUIREMENTS:

MATERIAL represented in this solicitation, as broken down in *Attachment 1, Table 1*, shall be submitted as a consolidated price on the bid submittal form as a Market Basket and conform to the follow specifications.

- a) The Market Basket represented on the bid submittal form shall be comprised of one (1) each of all MATERIAL identified in *Attachment 1, Table 1* INCLUDING both Men's and Women's cut (where applicable).
  - We have updated the market basket based on our budget availability and strategy going into the next fiscal year.
- b) Failure to submit pricing for all identified MATERIAL in Table 1 may result in the bid being deemed unresponsive.
- c) A separate document shall be submitted that outlines item pricing for all items outlined in Attachment 1 (Including Tables 2 and 3).
  - Failure to do so can make the bid unresponsive.
  - Any applicable fees that are not outlined in Attachment 1 shall be identified individually on the submitted itemized price list.
  - Any future price discrepancies outside of what is captured on the submitted itemized price list shall be absorbed at the bidders' expense.
- d) Bidders shall identify on the submitted itemized price list any catalog discounts available for items not specifically covered in the bid (See Attachment 1, Table 2).
- e) Costs submitted on the itemized price list should be inclusive of any embroidery, screen printing, or engraving (where applicable as indicated in the item description).
- f) Please include any available manufacturer warranty information on the itemized price list.
- g) Any upcharges for size must be indicated on the itemized price list.
  - Any charges not listed on the bid will be absorbed by the CONTRACTOR at their expense.

#### **4. SHOES:**

Bidders shall identify any discounts for shoes not specifically covered in the bid.

- a) Prices shall be presented on the itemized price list as a percentage discount(s) on manufacturer suggested retail price (MSRP).
- b) Town designee will approve what shoes can be purchased by Town personnel.
  - Only pre-approved footwear shall be available to Town staff for sale.

#### **5. SERVICE OFFERING**

As mentioned at the beginning of this request for bids. Cary staff is in need of a service that is able to provide the MATERIAL outlined in this bid, but provide a service that allows staff to focus on providing value to our citizens and not having to dedicate unnecessary amounts of time managing this program we are attempting to outsource.

- Service offering will be weighed into our award decision.
- MATERIAL that does not meet spec will be corrected within
- Single point of contact for MATERIAL related inquiries (including coordination of site visits, MATERIAL offerings, etc.)
- communication within 24 hours

#### **6. PRODUCT AVAILABILITY:**

The purpose of this solicitation is to establish a long-term agreement with a CONTRACTOR. The Town shall update the MATERIAL listed in Attachment 1 if items named in the list become discontinued or undeliverable, or as product offerings in the market change.

- a) Changes of MATERIAL shall be at the mutual agreement of the Town and the CONTRACTOR and shall follow all other specifications outlined in the solicitation.
- b) If lead times on approved MATERIAL is greater than 60 days then an alternate can be suggested but shall not be ordered unless approved in writing by Town personnel.

#### **7. SUPPLIER COMMITMENT OF SUPPLY:**

CONTRACTOR shall include a memo with their submittal stating that they will stock sufficient MATERIAL to ensure they can meet Cary's supply demand and deliver MATERIAL within 90 days of receipt of order.

#### **8. MEASURE and PRESENTATION SITE VISITS:**

- a) CONTRACTOR shall be required to come on site for measurement of TOC personnel up to three (3) times per year, based on the hiring of new staff at no additional cost to Cary.
- b) One site visit per year shall include a presentation of new MATERIAL available on the market, with the ability for Cary to update our standards as part of this bid award.

#### **9. ALTERATIONS:**

- a) Incorrect alterations to MATERIAL that are due to CONTRACTOR error shall be corrected at CONTRACTOR expense.
- b) Pricing submitted in the itemized price list for adding/removing years of service cross or rank stripe insignia (in Table 2) shall be inclusive of both purchasing the item and having it added/changed a garment.

#### **10. UNIFORM & EQUIPMENT TRACKING SYSTEM:**

The Company must develop or purchase an electronic uniform tracking system (UTS) that is compatible with Microsoft Excel.

- a) Bidders shall include a memo outlining their UTS and include all available data sheets explaining the capabilities of their system with their bid.
- b) The Company shall use the UTS to track sales, deliveries, items authorized for purchase, as well as, to produce all reports and invoices required under this Contract.
- c) The Company will be responsible for maintaining the UTS and training appropriate Town personnel on its use.
- d) The UTS must be always accessible to Town personnel and must allow authorized personnel to view all pending and paid invoices.
- e) The UTS must have the capability to track and report all the following:
  - Quantities of garments issued to each employee and date of issue
  - Garments returned to stores
  - Credits, returns and exchanges
  - Security measures to ensure inadvertent and malicious inventory tampering are eliminated
  - Additional reporting as identified by Town personnel
  - Electronically report that number within 2 business days of request
  - Purchases queries (to date) within 2 business days of request
  - Reporting frequency will be established with the CONTRACTOR after bid award

#### **11. ADDITIONAL TECHNOLOGY REQUIREMENTS:**

The Town requires the CONTRACTOR to be capable of providing an electronic ordering and tracking solution that provides with, but not limited to the following functionalities:

- Place orders on a secure website
- Limit order totals by individual
- Categorize each Firefighter by rank or specialty group
- Provide flexible order approvals
- Provide order tracking including proof of delivery
- Provide customizable reporting
- Allow Town personnel to make administrative changes to individual accounts
- Process returns
- MATERIAL not named in Attachment 1 must be approved by the Town designee before being offered for sale on the UTS to Town staff.

#### **12. LOCATION REQUIREMENTS:**

Bidders shall have a brick and mortar location within 100 miles of 100 N Academy St, Cary, NC 27513.

- a. Alternations drop off / pickup
- b. Responding bidder must be able to report delivery times within any given date specification from an overall program down to individual SKU levels
- c. Responding bidder must have sizing personnel available to size within 1 week of request.
- d. Responding bidder must furnish uniform orders within 60 business days of ordering or be able to provide justification for delay and proposed alternate consideration.
- e. Responding bidder must have embroidery services and seamstress on the site servicing the Town of Cary to provide same day emergency requests

#### **13. DELIVERY REQUIREMENTS**

Depending on the distance from Cary, staff may choose to pick up orders for MATERIAL, but we require the flexibility to have MATERIAL shipped to location at a flat rate.

- a. Pricing submitted for review in the Market Basket shall not include shipping.
- b. Please include a flat rate delivery fee Cary will expect to see on orders shipped to location.
  - In the occurrence the Town ops to have MATERIAL delivered, The Town reserves the right to analyze delivered MATERIAL upon arrival at the destination and reject damaged MATERIAL for failing to meet one or more of the above-mentioned specifications, or quality standards. All freight charges on rejected MATERIAL shall be paid for by the CONTRACTOR.
  - Cary requires all orders to be shipped (and invoiced) complete unless otherwise directed by the account administrator.

#### 14. ARTWORK

The Town of Cary owns or shall own all artwork and any setup/templates created in association with this contract.

- a) The Town is in the process of finalizing new artwork and it will be made available to the CONTRACTOR.
- b) The Town must approve mockups before any garments are embroidered or screened.
  - Failure to obtain that approval shall require the garment to be redone at the CONTRACTOR's expense.
- c) All original artwork and templates shall be delivered to the Town of Cary at the end of this contract.

#### 15. PRODUCT INSPECTION (EXAMPLE)

- a) Upon delivery the items will be subject to inspection to verify conformance with specifications by the staff of Fire Department of Cary.
- b) Any defects or failure of product to perform or comply with any requirements of these specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by Cary.

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#### 16. WARRANTY

- a. The CONTRACTOR shall guarantee the product specifications throughout the period of the contract.
- b. The CONTRACTOR shall include a memo outlining any information available concerning warranties available from the CONTRACTOR and the manufacturer with their submitted bid.

#### 17. 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.**

#### 18. 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.

#### 19. 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").



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## **ATTACHMENT 1 ITEMIZED PRICE LIST**

Please complete the price list in its entirety and return with your completed bid submittal form to be considered.

### **Table 1 - Primary Materials Price List**



Line #	Brand	Description	Part Number (or Men's Cut Part #, where available)	Women's Cut Part # (where available)	Bidder's Alternative Manufacturer Item#	Line Item Price
1	Bayly	Dress Hat (Bell Crown in Midnight Navy with black braid over open weave, with 2" high gloss visor, FD silver buttons, black 1/2" strap)	07NB2C0			
2	Bayly	Dress Hat (Bell Crown White Grained with black braid over open weave, with 2" black high gloss visor, FD gold buttons, black 1/2" strap)	07GB2D0			
3	Flying Cross	Navy Single Breasted Dress Jacket with Silver FD buttons with patches attached to both shoulders and badge tab on left chest	38803			
4	Flying Cross	Navy Double Breasted Dress Jacket with Gold FD buttons with patches attached to both shoulders and badge tab on left chest	38804			
5	Feccheimer	Navy Dress Pants VISA system 3 polyester trousers	38200	38260		
6	Flying Cross	White and Lt Blue Long Sleeve Shirt with patches attached on both shoulders	35W54	176R54		
7	Flying Cross	White and Lt Blue Short Sleeve Shirt with patches attached on both shoulders	85R54	126R54		
8		T-shirts SS, MEN'S ULTRA COTTON ADULT T-SHIRT WITH POCKET, sport grey, 3 color screen on pocket and back of shirt				
9		T-shirts SS tall-with pocket, athletic heather, 3 color screen on pocket and back of shirt				
10		T-shirts LS, MEN'S ULTRA COTTON ADULT T-SHIRT WITH POCKET, sport grey, 3 color screen on pocket and back of shirt				
11		T-Shirts LS tall Essential pocket tee, athletic heather, 3 color screen on pocket and back of shirt				
12		Women's Navy Pt shorts with 3 color patch screen on left leg				
13		Men's Navy PT shorts with 3 color patch screen on left leg				
14	Tru-Spec	Men's Original Tactical Shorts, Navy	4268			
15		Tactical TacLite Pro Women's Ripstop Shorts, Navy				
16	Jerzees	Super Sweats NuBlend Sweatpant with Pockets, True Navy, 3 color screenprint on leg	4850MP			
17	5.11	Tactical 1/4 zip job shirt Navy with embroidery on left chest	72314			
18	Flying Cross	1/2 zip Jobshirt LAPD Navy with embroidery on left chest	F1 53000			
19	5.11	Tactical polo, with embroidery left chest, heather grey and white	41180	61173		
20		Pants, Navy Tek3 Poly/Cotton Twill 4-Pocket Pants, hemmed				
21		Pants, Navy PDU Class A Twill, hemmed				
22		Pants, FX STAT Class A Men's 4 Pocket Pant, LAPD Navy, hemmed				
23		Freedom Flex Trousers, navy, hemmed				
24		Commando Sweater, navy, with patches attached to both shoulders	SW6656 NAV			




