

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EST) on February 28, 2024 and immediately thereafter publicly opened and read for the furnishing of Uniforms.

Instructions for submitting bids and complete specifications will be available in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina during regular office hours, which are 8:30 AM – 5:00 PM Monday through Friday.

Greenville Utilities Commission reserves the right to reject any or all bids. **Late bids will not be considered.**

SECTION I

GENERAL INSTRUCTIONS FOR FORMAL BIDS

RELATED TO THE PURCHASE OF APPARATUS, SUPPLIES,

MATERIALS, AND EQUIPMENT

1.0 NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EST) on February 28, 2024 the day of opening. **Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable.**

2.0 STANDARD FORMS REQUIRED

Each bidder must submit a proposal on the enclosed bid forms. **The bid must be signed by an authorized official of the firm. Return only the attached Proposal Form. Do not return the Advertisement for Bids, Instructions to Bidders or Specifications.**

3.0 PREPARATION OF BID

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to PROCUREMENT MANAGER, GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834.

4.0 TIME FOR OPENING BIDS

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Procurement Manager, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present.

5.0 DEPOSIT

A deposit is **NOT** required for this bid.

6.0 NC SALES TAX

Do **not** include NC sales taxes in bid figure; however, Greenville Utilities Commission (GUC) does pay sales tax. Sales tax should be added to the invoice as a separate item.

7.0 FEDERAL EXCISE TAX

GUC is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate upon request to the successful bidder.

8.0 EXCEPTIONS TO BE CLEARLY STATED

If bid is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Proposal Form**, otherwise, it is fully understood that the successful bidder will furnish equipment and/or materials exactly as specified. GUC reserves the right to accept or reject bids with noted minor deviations from specifications and to determine the lowest and best responsible bid from the standpoint of quality, performance, and price.

9.0 EVALUATION AND AWARD OF BIDS

GUC reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, GUC shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. GUC reserves the right to include or exclude any option or alternative in GUC's opinion is in GUC's best interests. If a bid is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by GUC indicates that the award will be in GUC's best interests. Only firm prices will be considered for award of this bid.

10.0 PROMPT PAYMENT DISCOUNTS

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it may be considered in the award of the contract.

11.0 NUMERICAL ERRORS

In the case of a discrepancy between a unit price and the extension (the unit price multiplied by the number of units), the unit price governs. In the case where numerical bids are stated both in numbers and in words, the words govern.

12.0 BID WITHDRAWAL

A bidder must notify GUC in writing of its request to withdraw a bid within seventy-two (72) hours after the bid opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the bid was submitted in good faith.

13.0 MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

14.0 DELIVERY TIME

Delivery time is to be stated and will be considered in the evaluation of bids. Time is of the essence with respect to all deliveries under this Agreement.

15.0 MANUFACTURER

Bidder is to specify the Manufacturer/ Brands of items being quoted.

16.0 QUANTITIES

Quantities specified are only estimates of Greenville Utilities Commission's (GUC's) needs. GUC reserves the right to purchase more or less than the stated quantities at firm prices indicated herein based on our actual needs.

17.0 CONTRACT PERIOD

It is the intent of Greenville Utilities Commission (GUC) to enter into a multi-year contract at the time the contract is awarded by GUC to the successful bidder for a total contract period not to exceed three (3) years. **Prices shall remain fixed during the first year** with option for annual extensions at the same or negotiated unit prices for up to two (2) additional years if market and service conditions so warrant and prove to be in the best interest of GUC.

18.0 CONTACT INFORMATION

Questions regarding this bid request should be directed to, Cleve Haddock, Lifetime CLGPO Procurement Manager at (252) 551-1533, haddockc@guc.com. **All questions must be received by or before February 21, 2024.**

19.0 TERMS AND CONDITIONS

The attached Terms and Conditions apply to all purchases made by Greenville Utilities Commission (GUC) and must be considered as part of the bid proposal.

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EXHIBIT A

SECTION II

GREENVILLE UTILITIES COMMISSION SPECIFICATIONS FOR UNIFORMS

FEBRUARY 28, 2024

GENERAL

- A. It is the intent of Greenville Utilities Commission to contract for work uniforms for approximately 300 employees (57 supervisors, 45 foremen, 189 workers and 9 garage mechanics).
- B. Each designated employee will receive five (5) pants, six (6) shirts, one (1) jacket and one (1) coverall.
- C. The successful bidder will be responsible for (sewing) the Greenville Utilities' emblems on each shirt and jacket as indicated on attached proposal form. Emblems will be furnished by Greenville Utilities to the successful bidder. FR thread must be used for all FR items.

MEASUREMENTS

The successful bidder will be responsible for taking the measurements for all employees utilizing this service; including employees hired during the contract period, and will be responsible for proper and correct fit upon receipt of all orders.

PACKAGING, LABELING AND INVOICING

All articles (i.e. shirts, pants, etc.) that an employee receives are to be shipped in one individual package and labeled outside with the employee's name and department. A separate packing list will be provided for each employee's uniforms and each employee's uniforms will be billed on a separate invoice by department.

PROCESSING REQUIREMENTS

Online ordering / Catalogs for approved GUC clothing

Extensive clothing selection for men and women. FR and Non FR apparel.

On site measuring and samples for employees to inspect. Training and instruction on fit and care of apparel.

Spend Enforcement with employee audit trail and reporting.

Direct home delivery option.

Customer service and support. No charges on returns and exchanges.

SAMPLES

Samples of items if requested, must be furnished free of expense to GUC and if not destroyed, will upon request be returned at the Provider's expense. Request for the return of samples must be made at the bid opening; otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

UNIFORMS

- A. **Work Shirts:** 65% polyester/35% cotton blend, permanent press, wash and wear, long sleeve, minimum weight-4 ¼ oz. per square yard. All shirt fasteners shall be high quality non-metallic buttons, no metal snaps. Uniform shirts are to be dress type with top stitched collar and cuffs, permanent collar stays, breast pockets with button-type flaps. Color--solid medium blue (i.e. Petrol) for workers (Red Kap #SP50MB), blue stripe for crew leaders (Red Kap #SL50WB) and 5.25 oz. navy blue for Garage mechanics (Red Kap #ST52NV).
- B. **Alternate Work Shirts:** 100% Wrinkle-Resistant cotton, preshrunk, long sleeve and minimum weight 6 oz. per square yard. Uniform shirts are to have Easy-care finish, two-piece collar with sewn in stays, seven-button front including button at neck stitched down fronts and two button-thru hex-style pockets with bartacked pencil stay on left-pocket. Color - light blue for workers (Red Kap #SC30LB) or Short Sleeve (Red Kap # SC40LB)
- C. **FR Alternate Work Shirts:** Flame-resistant Fast-Dry, 6.75oz., FR Lightweight jersey material that wicks away sweat and fights odor. Side-seam construction, rib-knit Henley collar with three button placket, left chest pocket. 8.9 cal/cm2. Colors Khaki (Carhartt # 100237) for workers or Medium Blue (Carhartt# 100237) for crew leaders
- D. **Executive Shirts:** Oxford cloth, long sleeve, dress-type with top stitched button down collar and cuffs. Color - light blue (Edwards #1077-001) and/or white (Edwards #1077-000) as chosen by the supervisor.
- E. **Pique Knit Shirt:** 6.5 oz., short sleeve knit shirt with pocket & rib knit collar, wrinkle resistant, hemmed sleeves, 50% cotton/50% polyester. Colors - black (BK), khaki (KH), light blue (LB), navy (NV), royal blue (RB) or white (WH). (Blue Generation #BG7501).
- F. **Work Pants:** Carhartt # 102517 Relaxed Fit Pant (Khaki or Navy) and Red Kap PT10NV Poly Cotton.
- G. **Alternate Work Pants:** Carhartt Loose Fit Work Pant #B159 (Khaki or Navy) and Red Kap PC20NV 100% Cotton.
- H. **Supervisor Alternate Work Pants:** Carhartt Relaxed Fit BN2291-M (# 102291) Rugged Flex, 8-ounce, Dark Khaki, Gravel or Navy. Carhartt Relaxed Fit Jean #102808, Denim (Superior)
- I. **Alternate Work Pants:** Carhartt #B17 Relaxed fit jean, 100 cotton, 15 ounce, Denim (Bay) and Carhartt #B13 Loose fit jean, 100% cotton, 13 ounce, denim (canal), Ladies (Red Kap PD61PW)

- J. **Women's Alternate Work Pants:** Relaxed Straight Stretch Twill Pants, colors navy or desert sand (Dickies #FP321).
- K. **Mechanics / Alternate Executive Pants:** 65% polyester/35% cotton blend, permanent press, wash and wear, minimum weight-8.5 oz. per square yard, heavy duty zipper and zipper chain. Pants shall have no cuffs. Color - navy blue (Red Kap #PT62NV) or khaki (Red Kap #PT62KH).
- L. **Alternate Women's Executive Pants:** 7.5 oz. Twill, 65% polyester/35% Combed cotton, permanent press, wash and wear, heavy duty zipper and zipper chain. Pants shall have no cuffs. Color - navy blue (Red Kap #PT 61NV), Khaki (Red Kap #PT61KH) or Charcoal (Red Kap #PT61CH)
- M. **Jacket:** Waist length jacket, permanent lined, 7.25 oz. Twill, 65% polyester/35% cotton, wash and wear, solid brass zipper front, two button adjustable cuffs; two lower inset slash pockets and patch pocket on left sleeve, made-in quilted liner (body and full sleeves).
Color - navy blue (Red Kap #JT22NV) to match work pants (Item F. above).
- N. **Alternate Jacket:** Water Repellent, Heavy-weight parka, 65% polyester/35% cotton poplin shell, detachable hood, Two concealed zippered pockets, Bungee cord waist adjustments. Hip Length. (Red Kap #JP70NV).
- O. **Coveralls:** One piece, zipper front, long sleeves, minimum weight-7.25 oz. Twill, 65% polyester/35% cotton blend, wash and wear, two patch hip pockets and two set-in front pockets. Color - navy blue (Red Kap #CT10NV) to match work pants (Item F. above).
- P. **FR Work Jacket:** Equipped for Zip-In/Zip-Out Liner, 9 oz. flame resistant twill, 100% cotton jacket, heavy duty, brass zipper, two large inset pockets and one sleeve pocket, ARC rated 11.0 cal/cm² and 61.0 cal/cm² when combined with "Item Q" below. Color - navy (Bulwark #JEW2NV).
- Q. **FR Zip-in/Zip-out Liner:** For Bulwark Indura jacket #JEW2NV (Item U above), ARC rated 11.2 cal/cm² and 61.3 cal/cm² when combined with "Item P" above. Color Grey (Bulwark #LML2GY).
- R. **FR Supervisor/Engineering Jacket:** Bomber jacket, 7 oz. Twill, ARC rated 30.0, equipped for zip-in liners. Color - navy (Bulwark #JLJ8NV).
- S. **FR Jacket Liner:** 10 oz. Quilted Nomex 111A jacket ARC rated 44.1, (Item R above). Zip-in full sleeve, Color - navy only. (Bulwark #LNL2NV).
- T. **FR Zip-in Insulated Vest Liner:** 10 oz. quilted Nomex 111A jacket (Item R above). No sleeves, ARC rating 44.1cal. Color - navy only. (Bulwark #LNS2NV).

- U. **FR Coveralls:** One-piece, two-way brass zipper front, long sleeves, minimum weight-9 oz. 100% cotton twill Indura, ARC rated 11.0 cal/cm², preshrunk, two slash front pockets, two hip pockets and one chest pocket. (Bulwark #CEC2NV).
- V. **FR Alternate Hi-Visibility Lightweight Long Sleeve Henley** Flame-resistant, 6.7oz. (225 g/m²) 48% Modacrylic/ 37% Lyocell/ 15% Aramid, 360* visibility with front and back 2" segmented heat sliver reflective striping. Concealed chest pocket with pencil stall, full underarm gussets, rib knit cuffs 4 button placket. Arc Rating ATPV 8.3 Cal. Hi-Visibility Lightweight Long Sleeve Henley (Bulwark #SML4HV, Yellow/Green)
- W. **FR Alternate Dress Shirt Long Sleeve –** banded, topstitched, button-down collar, topstitched cuff with button closure, placket front with button closure, tailored sleeve placket, Bulwark 6.5 oz., ARC rated ATPV 8.7 cal/cm² colors – Red/Khaki, (#SLG8RK), Hunter/Navy (#SLG8HN).
- X. **FR Alternate Work Pants –** One-piece waistband with button closure, five jean style pockets, two deep scoop pockets, two oversized reinforced hip pockets, rule pocket on right leg, 11.75 oz. 100% Cotton FR Denim, ARC rated 16 cal/cm², (Carhartt #FRB13DNM), or Women's Carhartt (#101249-407).
- Y. **Alternate Pique Knit Shirt –** Pique knit shirt polo, no screen print, no pocket, 7 oz., 100% combed ring-spun cotton, back locker patch, matching twill tape in collar seam and side vents, drop tail, colors – black, white, oxford, navy, purple, royal blue and forrest green (Port Authority #K420) or Women's (Port Authority #L420).
- Z. **FR Alternate Work Jacket** Zip-Front– Heavyweight hooded FR fleece, attached hood with drawstring closure, Rain Defender durable water-repellant finish, Stretchable, spandex-reinforced rib knit cuffs and waistband, flame-resistant, 13 oz. knit, Two-front hand warmer pockets, EBT Rating ATPV 9.9 color – Dark Navy Carhartt (#102908).
- AA. **FR Alternate Work Jacket** Pull-Over-Heavyweight hooded FR fleece, attached hood with drawstring closure, Rain Defender durable water-repellant finish, Stretchable, spandex-reinforced rib knit cuffs and waistband, flame-resistant, 13 oz. knit, front hand warmer pocket, EBT Rating ATPV 9.9 , color – Dark Navy Carhartt (#102907).
- BB. **Alternate Work Jacket –** Carhartt Men's Zip Front Hooded Jacket # 100614, Navy and Carhartt Women's Zip Front Hooded Jacket # 102788, Navy. Carhartt Mens's HI VIS # 104988
- CC. **Alternate Work Jacket –** Carhartt Men's Pullover Hooded Jacket # 100615, Navy and Carhartt Women's Pullover Hooded Jacket # 102790, Navy. Carhartt Men's HI VIS # 104987
- DD. **FR Alternate Work Pants –** Loose fit, midweight, FR canvas Pants. 8.5 oz., ARC Rated ATPV 12.1 cal., Carhartt (# FRB159GKH) color – golden khaki, Carhartt (#FRB159DNY) color-dark navy or Women's Carhartt (# WFRB159GKH) color – golden khaki, Carhartt. (#WFRB159DNY) color- dark navy (#UFRB159DNY) and # 104204 relaxed fit Carhartt navy pants. Kaki or Navy.
- EE. **Alternate Work Tee Shirts:** Hi-visibility short sleeve T-shirts, 4.25-ounce, ANSI Class 2, Carhartt # 100495, Brite Lime (Red Kap SYK6HV)

- FF. **Alternate Work Tee Shirts** Hi VIS Long Sleeve T Shirt, 4.25-ounce, ANSI Class 2, Carhartt # 100496, Brite Lime (Red Kap SYK2HV)
- GG. **Alternate Work Jacket-Waterproof Parka**—Yellow ANSI 107-2010 Class 3 High Visibility designed to help keep out the wet and cold. Sewn-in anti-pilling polar fleece lining and detachable hood. All seams are taped. Sleeves are detachable and have elastic cuffs and snaps for wind protection. Flap pockets also snap and the heavy duty zippered front includes a storm flap. Majestic (# 75-1303).
- HH. **FR Alternate Work Shirts:** Flame-resistant Work-Dry, 6. oz., FR Lightweight Twill, Work-Dry material wicks away moisture for comfort. Two chest pockets with flaps and button closures, button-down collar, placket front, seven button closure, Two button adjustable cuff, 8.7 cal/cm². Colors Khaki Carhartt Force (#104138) for workers or Medium Blue Carhartt Force (# 104138)) for crew leaders.
- II. **FR Alternate Work Shirts:** Flame-resistant, 6.7oz. (225 g/m²) 48% Modacrylic/ 37% Lyocell/ 15% Aramid, 360* visibility with front and back 2" segmented heat sliver reflective striping. Concealed chest pocket with pencil stall, full underarm gussets, rib knit cuffs. Arc Rating ATPV 8.3 Cal. Hi-Visibility Lightweight Long Sleeve T-Shirt (Bulwark #SMK8HV, Yellow/Green)
- JJ. **Alternate Supervisor Shirt:** Moisture-wicking golf shirt, snag and pull resistant solid mesh tech polo (Vansport Omega Solid Mesh Tech Polo #2600) Color: Purple, Black, Navy, Carolina Blue, Grey, Dark Forest, White. Also #2601 Vansport Omega Ladies. #2602 Vansport long sleeve mens and # 2604 long sleeve womens in Black, Navy, and Grey.
- KK. **FR Alternat Jacket:** Bulwark HI VIS FR Hooded Pullover #SMH4 HI VIS and Bulwark HI VIS FR Zip Front Hooded # SMZ4 HI VIS (Carhartt #102907& 102908)
- LL. **FR VEST:** Carhartt FR Sherpa Lined Vest # 104981, Carhartt Brown or Navy
- MM. **FR Polo Shirt:** Bulwark FR Mens Polo Short-Sleeve # SMP8, Navy or Grey
- NN. **Polo Shirt:** Carhartt Force Polo # 103569, Navy-Grey-Black
- OO. **Work Shirt:** Carhartt Force Long Sleeve T-Shirt # 104617, Gray- Marine Blue
- PP. **Work Shirt:** Carhartt Force Short Sleeve T-Shirt # 104616, Gray- Marine Blue
- QQ. **Work Shirt:** Carhartt HI VIS Short Sleeve Shirt # 100495, HI VIS Green and Carhartt Long Sleeve # 100496 HI VIS Green
- RR. **Vest:** Carhartt Men's Vest # 104277, Carhartt Brown or Navy. Carhartt Ladies Vest # 104224 Brown or Black.
- SS. **FR HI VIS Work Shirt:** Carhartt Force FR # 102905, HI VIS GREEN

The above garments will be quality workmanship, double stitched and reinforced in points of stress to ensure that each garment will be adequate to withstand normal wear and tear.

SUBMIT QUOTES ON ATTACHED REQUEST FOR PROPOSAL FORM(S)

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Vendor Name: _____

GREENVILLE UTILITIES COMMISSION

UNIFORMS

PROPOSAL FORM

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the below listed item(s). The undersigned bidder further agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish any or all of the item(s) upon the quoted price.

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
I	110	Work Shirts (A) – with GUC emblem stitched on; color – medium blue (Red Kap #SP50MB)	\$ _____	\$ _____
II	130	Crew Leader Shirts (A) – with GUC emblem stitched on; color – blue stripe (Red Kap #SL50WB)	\$ _____	\$ _____
III	30	Garage Mechanic Shirts (A) – with GUC emblem stitched on; color – navy (Red Kap #ST52NV)	\$ _____	\$ _____
IV	25	Alternate Work Shirt (B) – with GUC emblem stitched on; long sleeve; color – light blue (Red Kap #SC30LB)	\$ _____	\$ _____
V	25	Alternate Work Shirt (B) – with GUC emblem stitched on; short sleeve; color – light blue (Red Kap #SC40LB)	\$ _____	\$ _____
VI	100	FR Alternate Work Shirt (C) Workers – with GUC emblem embroidered on; color – khaki (Carhart #100237)	\$ _____	\$ _____
VII	100	FR Alternate Work Shirt (C) Crew Leaders – with GUC emblem embroidered on; color - light blue (Carhart # 100237)	\$ _____	\$ _____
VIII	15	Executive Shirts (D) – no GUC emblem; long sleeve; white (Edwards #1077-000)	\$ _____	\$ _____
IX	20	Executive Shirts (D) – no GUC emblem; long sleeve; light blue (Edwards #1077-001)	\$ _____	\$ _____
X	240	Pique Knit Shirt (E) – with screen printed GUC emblem; colors – black (BK), khaki (KH), light blue (LB), navy (NV), royal blue (RB) or white (WH) (Blue Generation BG 7501)	\$ _____	\$ _____
XI	200	Work Pants (F) – (Red Kap #PT10NV)	\$ _____	\$ _____
XII	25	Alternate Work Pants (G) – (Red Kap #PC20NV)	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
XIII	100	Supervisor Alternate Work Pants (H) – (Carhartt #BN2291-M) Khaki-Navy-Gravel	\$ _____	\$ _____
XIV	25	Supervisor Alternate Work Pants (H) – Carhartt Jean # 102808) and Women’s Carhartt #BN5113-W Khaki or Shadow	\$ _____	\$ _____
XV	300	Alternate Work Pants (I) – (Carhartt B17 and B13)	\$ _____	\$ _____
XVI	25	Alternate Work Pants (I) – Ladies (Red Kap #PD61PW)	\$ _____	\$ _____
XVII	50	Women’s Alternate Work Pants (J) – Navy or desert sand (Dickies #FP321)	\$ _____	\$ _____
XVIII	40	Mechanics / Alternate Executive Pants (K) – Navy blue (Red Kap #PT62NV)	\$ _____	\$ _____
XIX	40	Mechanics / Alternate Executive Pants (K) – Khaki (Red Kap #PT62KH)	\$ _____	\$ _____
XX	5	Alternate Womens Executive Pants (L) – Navy Blue (Red Kap #PT61NV)	\$ _____	\$ _____
XXI	15	Alternate Womens Executive Pants (L) – Khaki (Red Kap #PT61KH)	\$ _____	\$ _____
XXII	5	Alternate Womens Executive Pants (L) – Charcoal (Red Kap #PT61CH)	\$ _____	\$ _____
XXIII	20	Jackets (M) – with GUC emblem stitched on (Red Kap #JT22NV)	\$ _____	\$ _____
XXIV	10	Alternate Jacket (N) – with GUC emblem stitched on (Red Kap #JP70NV)	\$ _____	\$ _____
XXV	47	Coveralls (O) – no GUC emblem (Red Kap #CT10NV)	\$ _____	\$ _____
XXVI	25	FR Work Jacket (P) – with GUC emblem stitched on (Bulwark #JEW2NV)	\$ _____	\$ _____
XXVII	25	FR Zip-in/Zip-out Liner (Q) – Color – Grey (Bulwark #LML2GY)	\$ _____	\$ _____
XXVIII	5	FR Supervisor/Engineering Jacket (R) – Color – Navy (Bulwark #JLJ8NV)	\$ _____	\$ _____
XXIX	5	FR Jacket Liner (S) – Color – Navy (Bulwark #LNL2NV)	\$ _____	\$ _____
XXX	5	FR Zip-in Insulated Vest Liner (T) – Color - Navy (Bulwark #LNS2NV)	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
XXXI	150	FR Coveralls (U) – One-piece, two-way brass zipper front, long sleeves (Bulwark #CEC2NV)	\$ _____	\$ _____
XXXII	75	FR Alternate Hi-Visibility Lightweight Long Sleeve Henley (V) – Color Yellow/Green (Bulwark #SML4HV)	\$ _____	\$ _____
XXXIII	40	FR Alternate Dress Shirt Long Sleeve – (W) – Color – Red/Khaki (Bulwark #SLG8RK)	\$ _____	\$ _____
XXXIV	40	FR Alternate Dress Shirt Long Sleeve – (W) – Color – Hunter/Navy (Bulwark #SLG8HN)	\$ _____	\$ _____
XXXV	300	FR Alternate Work Pants (X) – Carhartt #FRB13DNM	\$ _____	\$ _____
XXXVI	10	FR Alternate Work Pants (X) – Women’s Carhartt #101249-407	\$ _____	\$ _____
XXXVII	250	Alternate Pique Knit Shirt (Y) – (Port Authority #K420)	\$ _____	\$ _____
XXXVIII	100	FR Alternate Work Jacket (Z) – Zip Front - Color - Dark Navy - Carhartt (102908)	\$ _____	\$ _____
XXXIX	125	FR Alternate Work Jacket (AA) – Pull-Over - Color - Dark Navy - Carhartt (102907)	\$ _____	\$ _____
XL	50	Alternate Work Jacket (BB) – Zip-Front Carhartt # 100614)	\$ _____	\$ _____
XLI	10	Alternate Work Jacket (BB) – Zip-Front - Women’s (Carhartt # 102788).	\$ _____	\$ _____
XLII	50	Alternate Work Jacket (CC) – Pull-Over (Carhartt # 100615)	\$ _____	\$ _____
XLIII	10	Alternate Work Jacket (CC) – Pull-Over - Women’s (Carhartt # 102790)	\$ _____	\$ _____
XLIV	125	FR Alternate Work Pants (DD) – Color – Dark Navy (Carhartt #FRB159DNY) (Carhartt # 104204)	\$ _____	\$ _____
XLV	10	FR Alternate Work Pants (DD) – Color – Dark Navy Women’s (Carhartt #WFRB159DNY)	\$ _____	\$ _____
XLVI	125	FR Alternate Work Pants (DD) – Color – Golden Khaki (Carhartt #FRB159GKH))(Carhartt # 104204)	\$ _____	\$ _____
XLVII	10	FR Alternate Work Pants (DD) – Color – Golden Khaki Women’s (Carhartt #WFRB159GKH)	\$ _____	\$ _____
XLVIII	50	Alternate Work Tee Shirts (EE) – Short Sleeve (Red Kap #SYK6HV) (Carhartt #100495)	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
XLIX	50	Alternate Work Tee Shirts (FF) – Long Sleeve (Red Kap #SYK2HV) (Carhartt #100496)	\$ _____	\$ _____
L	50	Alternate Work Jacket-Waterproof Parka (GG) – Majestic (#75-1303)	\$ _____	\$ _____
LI	140	FR Alternate Work Shirts (HH) Crew Leaders – Colors - Medium Blue Carhartt Force # 104138	\$ _____	\$ _____
LII	230	FR Alternate Work Shirts (HH) Workers – Colors – Khaki Carhartt Force (# 104138)	\$ _____	\$ _____
LIII	30	FR Alternate Work Shirts (II) – Hi-Visibility Lightweight Long Sleeve T-Shirt (Bulwark #SMK8HV) Color – Yellow/Green. (Carhartt # 102905)	\$ _____	\$ _____
LIV	250	Alternate Supervisor Shirt (JJ) – Vansport Omega Solid Mesh Tech Polo (#2600, 2601, 2602 & 2604)	\$ _____	\$ _____
LV	100	FR Alternate Jacket (KK) – Hooded pullover Bulwark Hi-Vis (#SMH4 & SMZ4)	\$ _____	\$ _____
LVI	100	FR Vest (LL) – Sherpa lined Vest (Carhartt # 104981), Brown or Navy	\$ _____	\$ _____
LVII	75	FR Polo Shirt (MM) – Men’s Polo Shirt SS, (Bulwark FR #SMP8) Navy or Grey	\$ _____	\$ _____
LVIII	75	Polo Shirt (NN) – Carhartt Force Polo # 103569, Navy, Grey or Black	\$ _____	\$ _____
LIX	125	Work Shirt (OO) – Carhartt Force Long-Sleeve T-Shirt, #104617, Grey, Marine Blue	\$ _____	\$ _____
LX	125	Work Shirt (PP) – Carhartt Force Short-Sleeve T-Shirt, #104616, Grey, Marine Blue	\$ _____	\$ _____
LXI	75	Work Shirt (QQ) – HI VIS Short-Sleeve T-Shirt Carhartt #100495	\$ _____	\$ _____
LXII	75	Work Shirt (QQ) – HI VIS Long-Sleeve T-Shirt Carhartt #100496	\$ _____	\$ _____
LXIII	50	Vest (RR) – Men’s Vest Carhartt #104277, Brown or Navy	\$ _____	\$ _____
LXIV	25	Vest (RR) – Women’s Vest Carhartt #104224, Brown or Black	\$ _____	\$ _____
LXV	75	FR HI VIS Work Shirt (SS) – Carhartt Force FR # 102905, Hi Vis Green	\$ _____	\$ _____
Total Items I-LXV				\$ _____

Deduct \$_____ per shirt for short sleeves instead of long sleeves (Red Kap #SP60MB, #SL60WB, or #SC20LB; Red Kap #ST62NV; Edwards #10-27-000 or #10-27-001, Bulwark #SEG2LD)

Additional charge for XXL or 44 & up waist

Shirts \$_____

Jackets \$_____

Coveralls (size 50 & up) \$_____

Pants \$_____

Additional charge for XXXL

Shirts \$_____

Jackets \$_____

Charge for embroidering emblem (per item):

\$_____ **Plain** \$_____ **FR**

Charge for screen printing emblem:

\$_____ per item

Charge for special cut:

\$_____ per item

Delivery: _____

Complete and Check All Math: It is the responsibility of the Bidder to extend bid rates and supply a total for all items.

If invoice is paid within _____ days from date of receipt of goods, a discount of _____% will be allowed.

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the below listed items. The undersigned bidder further agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish any or all of the items upon the quoted price.

Method of Award: GUC, in its sole discretion, may award this bid as individual item(s) or as a total bid for item(s) **A – SS**.

Complete and Check All Math: It is the responsibility of the Bidder to extend unit prices and supply a total for all items.

[Balance of page left blank intentionally]

GREENVILLE UTILITIES COMMISSION

GREENVILLE, NORTH CAROLINA

EXCEPTION/VARIATION FORM

Provider's Certification: This is to certify that it is our intent to furnish uniforms, services, materials, etc. in absolute compliance with the bid specification except where expressly noted below.

Instructions: List all exceptions or variations to these bid specifications. Providers shall identify each exception or variation by specification page. The omission of exception or variation information shall be deemed by the Commission as the Provider's intent to absolutely comply with the bid specification. If additional space is required, Provider may reproduce this form as necessary.

<u>Page #</u>	<u>Exception/Variation</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signature of Certification: _____

Print Name: _____

Firm Represented: _____

Address: _____

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted a bid for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____ Employ less than twenty-five (25) employees in the State of North Carolina.
Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

SECTION III

**TERMS AND CONDITIONS FOR THE PURCHASE OF
APPARATUS, SUPPLIES, MATERIALS, AND EQUIPMENT**

These Terms and Conditions, made and entered into on this the _____ day of _____, by and between GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, with one of its principal offices and places of business at 401 S. Greene Street, Post Office Box 1847, Greenville, Pitt County, North Carolina 27835-1847, hereinafter referred to as "GUC" and _____, a _____ organized and existing under and by virtue of the laws of the State of _____, with one of its principal offices and places of business at _____, hereinafter referred to as "PROVIDER";

1.0 TAXES

No taxes shall be included in any bid prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

2.0 INVOICES

It is understood and agreed that orders will be shipped at the established contract prices and quantities in effect on dates orders are placed. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate line item. All invoices must bear the GUC purchase order number. Mail all invoices to Greenville Utilities Commission, Finance Department, P. O. Box 1847, Greenville, NC 27835-1847.

3.0 PAYMENT TERMS

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, supplies or services and after submission of a proper invoice. GUC's normal payment policy is thirty (30) days. GUC will not be responsible for any goods delivered without a purchase order having been issued. Payment will be made in U. S. currency only.

4.0 QUANTITIES

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

5.0 AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

6.0 CONDITION AND PACKAGING

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

7.0 SAMPLES

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned at the Provider's expense. Request for the return of samples must be made at the bid opening, otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

8.0 SPECIFICATIONS

Any deviation from specifications must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with specifications, and the Provider will be held responsible. Deviations must be explained in detail. **The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

9.0 INFORMATION AND DESCRIPTIVE LITERATURE

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

10.0 AWARD OF CONTRACT

As directed by statute, qualified bids will be evaluated and acceptance made of the lowest responsible, responsive bid most advantageous to GUC as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the Provider, substantial conformity with the specifications and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by written amendment in the form of "Amended Purchase Order," which has been approved by GUC's Procurement Manager.

In the event of a Provider's failure to deliver or perform as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights. The Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

11.0 MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

12.0 GOVERNMENT RESTRICTIONS

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Procurement Manager, at once, indicating in its letter the specific regulation which required such alterations. GUC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of GUC, to cancel the contract.

13.0 INSURANCE

13.1 Coverage – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

13.1.1 Workers' Compensation – The Provider shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

13.1.2 General Liability – Commercial Liability Coverage written on an “occurrence” basis in the minimum amount of \$1,000,000 per occurrence.

13.1.3 Automobile – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

13.2 Requirements - Providing and maintaining adequate insurance coverage is a material obligation of the Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider’s liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC’s Procurement Manager.

14.0 PATENTS AND COPYRIGHTS

The Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

15.0 PATENT AND COPYRIGHT INDEMNITY

The Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from GUC modifications not authorized by the Provider or from the use of combination of products provided by the Provider with products provided by GUC or by others; and (5) should such product(s) become, or in the Provider’s opinion likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider’s option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

16.0 EXCEPTIONS

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

17.0 CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

18.0 ASSIGNMENT

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Procurement Manager, solely as a convenience to the Provider, GUC may:

- Forward the Provider's payment check directly to any person or entity designated by the Provider, and
- Include any person or entity designated by Provider as a joint payee on the Provider's payment check.
- In no event shall such approval and action obligate GUC to anyone other than the Provider, and the Provider shall remain responsible for fulfillment of all contract obligations.

19.0 ACCESS TO PERSON AND RECORDS

GUC shall have reasonable access to persons and records of Provider as a result of all contracts entered into by GUC.

20.0 INSPECTION AT BIDDER'S SITE

GUC reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term as necessary for GUC's determination that such item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Provider may limit GUC's access to restricted areas.

21.0 AVAILABILITY OF FUNDS

Any and all payments of compensation of this specific transaction and any continuation or any renewal or extension are dependent upon and subject to the allocation of GUC funds for the purpose set forth in this Agreement.

22.0 GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

23.0 ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code and General Statutes and Laws of the State of North Carolina.

24.0 EXECUTION

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

25.0 CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Procurement Manager. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the GUC Procurement Manager.**

26.0 SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

27.0 TERMINATION OF AGREEMENT

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Provider's persistent failure to perform in accordance with the Terms and Conditions, (2) Provider's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

28.0 DELIVERY

Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs.

Time is of the essence with respect to all deliveries under this Agreement. Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 801 Mumford Road, Greenville, North Carolina 27834, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. Delivery hours are between 8:00 AM and 4:30 PM Monday-Friday only. **GUC's purchase order number is to be shown on the packing slip or any related documents.** GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

29.0 INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

30.0 FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

31.0 WARRANTY(IES)

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

32.0 INTEGRATED CONTRACT

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

33.0 CONTRACT PROVISIONS

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

34.0 E-VERIFY

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 NCGS §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.

35.0 IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

36.0 UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

37.0 NOTICES

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, Lifetime CLGPO
Procurement Manager
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

EXHIBIT A
PREVIOUS QUESTIONS AND ANSWERS FOR 22-65
RFB FOR UNIFORMS
10/26/2022 at 2:00PM

1. I know that in the past Greenville Utilities have purchased uniforms for their employees. Is that what you are looking for here or are you considering a program that we can offer referred to as value lease, where we supply uniforms at low weekly charge and replace as needed and they launder at home or the rental program where we laundry as well. Please confirm and we will proceed. **Straight purchase, no lease.**

1. Kindly provide us with the previous Bid Tabulation. **This may be viewed at:**
www.guc.com

**GREENVILLE UTILITIES COMMISSION
 TABULATION OF BIDS RECEIVED
 FOR EMPLOYEE UNIFORMS**

OCTOBER 9, 2019@ 3:00 PM VENDORS	DELIVERY TIME	\$ EXTENSION
J & E Uniforms, Inc.	15-45 Days	\$119,878.79 *
Unifirst Corporation, Inc.	-	144,196.24
Unimex Corporation	30 Days	164,423.00
Cintas Corporation	7-21 Days	189,601.50
		* Indicates recommended award based on the lowest responsible, responsive bid.

2. Kindly provide us Total Expenditures incurred for the previous contract for past 5 years.

11/4/19 to 10/12/2022 \$660,484.91 11/6/2017 to 10/12/2022 \$1,041,103.78

3. Who is the currently awarded vendor? **J&E Uniforms**

4. Should we bid for all items in the bid in order to be responsive? **GUC in its sole discretion may award this bid as individual item(s) or as a total bid for item(s) A-SS**

5. Do we need to submit samples with bid submission? **No**

6. We are mainly operating in State of Florida and are we free to bid on this solicitation?
Submitting a bid is your decision.
7. Do you need stocking location inside the county? **Certain requirements associated with this bid must be local.**
8. Do you need any customization such as embroidery / silk screening in addition to sewing emblems? **Refer to bid document.**
9. What would be the ordering procedure? One time purchase or as and when needed basis?
As required.
10. What would be the measurement taking procedure? **Local.**
11. Do you need online ordering portal? **Yes**
12. Would you consider piggy backing on an existing agency contract we have now? **NA**
13. We were awarded the BuyBoard (a nationwide cooperative buying group) contract for uniforms and footwear. You are most welcome to use that contract if your agency has registered with them. If you need further details, please let us know. **NA**
1. Please email the archived Bid Tabulation (including past unit prices for all bidders, names and addresses of bidders) along with the previous Award of Contract specifying who won this project whenever it was last bid upon... This is for reference only. The bid has not opened yet.

**GREENVILLE UTILITIES COMMISSION
TABULATION OF BIDS RECEIVED
FOR EMPLOYEE UNIFORMS**

OCTOBER 9, 2019@ 3:00 PM VENDORS	DELIVERY TIME	\$ EXTENSION
J & E Uniforms, Inc.	15-45 Days	\$119,878.79 *
Unifirst Corporation, Inc.	-	144,196.24
Unimex Corporation	30 Days	164,423.00
Cintas Corporation	7-21 Days	189,601.50

* Indicates recommended award based on the lowest responsible, responsive bid.

2. We are asking for the bid results the last time the referenced bid were actually bid upon. For example if this was last bid upon 12 months ago then that is the information we are requesting. **Please see above Bid Tab response. Last bid 10/9/2019.**
 - 1) I understand that we can bid alternative items, however I want to confirm that not offering the Carhartt FR will not disqualify us from bidding. **The bid contains an exception form.**
 - a. NOTE- We do not offer the Carhartt FR line any longer due to a variety of issues with their long lead times, poor sizing range, late deliveries and ongoing issues with the product line changing. We have decided to offer “Core” product lines from our Tier 1 suppliers for FR product that have proven over the years to provide us with a better overall experience. In addition we make our own product line for FR called “Armorex”. We are offering substitutes from the following vendors. We would prefer to meet with the departments and offer them a substitute from; Wrangler, Lapco, Bulwark or Ariat if one of our manufactured Armorex products won't be accepted.
 - 2) The PD61 is listed as a men's product, can you confirm you want whether or not you want a Women's jean for that item? **PD63**
 - 3) Should we be awarded, will we receive contacts names and numbers for the departments? **Yes**
 - 4) Will we have an opportunity to meet with the departments face to face should we be awarded? **Yes**
 - a. We would like the opportunity to demo our custom eStore website capabilities prior to a decision if possible? **NA**
 - 5) Can we attach additional information to the RFP, such as a PowerPoint? **NA**
 - 6) We are the official contract holder for “Sourcewell” and the official Uniform Supplier for the state of North Carolina. Is there an opportunity to piggy back this BID using our official supplier award from the State of NC? **Follow Bid Document requirements.**
 - a. If you want to learn more about our relationship with Sourcewell, go to www.unifirstcad.com

In term of additional products, are the departments allowed to purchase additional non listed items from us should we be awarded? If so we can offer our discounted sourcewell price list for those additional items. **NA at this time.**

Question 1. The RFB states, “NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM(S) (RETURN ONLY THIS FORM(S), EXCEPTION AND E-VERIFY.” Should this preclude us from submitting additional information, such as a cover letter and detailed service specification? **Please follow the bid document instructions/requirements/specifications.**

Question 2. Please provide additional information on GUC emblem requirements and confirm pricing is needed for the following:

- GUC emblem to be embroidered onto garment. For pricing purposes, please provide a logo file, its dimensions, number of colors, and where on the garment emblems should be applied. 4” x 1-1/2”, Three colors, left side above pocket, FR Thread or Non FR Thread. **(GUC LOGO 1)**



Logo3cmyk.pdf

- GUC emblem to be silk screened onto garment. If different than above, please provide a logo file, its dimensions, number of colors, and where on the garment emblems should be applied. **Upon request only.**

Question 3. Please confirm that the cost of emblem application is to be quoted on page 15 of the Proposal Form and not included in the price of the garments that specify a GUC emblem in the description on pages 11-14. **Correct, Page 15.**

1. Item VII 100237 Carhartt FR Light Blue Henley has been discontinued from Carhartt. They do offer a couple other colors in the 100237.
2. Item XIII BN2291-M is the model number for this pant but the style # for ordering this pant is 102291.
3. Item XVII Style # for the Women's FP321 Pants has been changed to FP31 - Women's Stretch Twill Pant
4. Item XXVI Bulwark JEW2NV FR work Jacket has been discontinued and changed to JEL2NV Men's FR Zip In Jacket

5. Item XXVII Bulwark LML2GY FR Zip In/Zip Out Liner has been discontinued and changed to LML4GY Men's Zip In Jacket Liner
6. Item XXVIII Bulwark JLJ8NV FR Lined Bomber Jacket has been discontinued and changed to JLJ6NV FR Lined Bomber Nomex Jacket
7. Item XXIX Bulwark LNL2NV FR Jacket Liner has been discontinued and changed to LNL8NV FR Midweight Nomex FR sleeved Jacket Liner
8. Item XXX Bulwark LNS2NV FR Zip in Vest Liner has been discontinued and changed to LNS8NV FR Zip In Insulated Vest Liner
9. Item XXXIII & Item XXXIV SLG8RK & SLG8HN have been discontinued and no replacement style is available from Bulwark.
10. Item XXXVI Women's FR Carhartt 101249 pant has been discontinued and the closest replacement available is 105015 Carhartt FR Women's canvas pant
11. Item XXXVIII Carhartt FR 102908 Zip Front Hooded Sweatshirt has been discontinued and changed to Carhartt 104982 FR Force Full Zip Sweatshirt
12. Item XXXIX Carhartt FR 102907 Pullover Hooded Sweatshirt has been discontinued and changed to Carhartt 104983 FR Force Pullover Sweatshirt
13. Item XLIII Carhartt 102790 Women's Pullover Hoodie has been discontinued and changed to Carhartt 105295 Carhartt Women's Quarter Zip Sweatshirt
14. Item LI Carhartt 104138 does not come in Medium Blue but does come in steel blue color. **1-14 please use the bid exception sheet to identify what is being quoted.**
15. The onsite measuring/samples will still be as in the past with the online ordering portal, correct? **Yes**

1. Please send us clear images/artworks, dimension and placement of emblems which need to be embroidered. **4" X 1-1/2", Three colors, FR and non FR thread, left side above pocket. (GUC LOGO 1)**



Logo3cmyk.pdf

2. Please send us clear images/artworks , no of colors and placement of emblems which need to be screen printed. **3" X 1-1/2", Three colors, left pocket (GUC LOGO 2)**



Logo1cmyk.pdf

3. How many patches(emblems) need to be sew per shirt? **No patches**
4. Will you provide patches (emblems) ? **No patches**