



City of Asheville

REQUEST FOR PROPOSAL

US Cellular Center Asheville

• Audio-Visual Improvements; Meeting Rooms 1 & 2,
Banquet Hall

Proposal Request No:
298-RFPAV2015
August 21, 2015

The City of Asheville, North Carolina is requesting proposals from qualified vendors to provide and install Audio-visual products as described in this RFP.

Proposal deadline will be at 2:00 pm Friday October 9, 2015. No late bids will be accepted for any circumstance. Proposals must be in sealed envelopes clearly identifying the title. An electronic version of the bid is also requested on a flash drive.

Mail proposals to: U.S. Cellular Center Asheville
 87 Haywood St
 Asheville, NC 28801
 Attn: Chris Corl

The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the awards in the best interest of the City of Asheville.

NOTE: If mail or delivery by another means is delayed beyond the date and hour set for receipt of proposal, proposal thus delayed will not be considered.

For questions or further information, contact:

Chris Corl
General Manager, US Cellular Center
ccorl@ashevillenc.gov

GENERAL INFORMATION

PROJECT DESCRIPTION

The US Cellular Center hosts a wide variety of events annually, averaging over 200,000 visitors through the doors each year. Many of the facility's clients utilize meeting space for educational sessions, VIP spaces or catering needs. All uses typically require need for Audio/Visual equipment. This project is intended to allow the facility to provide an all-inclusive package for renting clients.

The City of Asheville, North Carolina is seeking to contract with a qualified vendor to provide and install Audio-visual products as described in this request for proposals.

1) **SCOPE OF WORK**

The U.S. Cellular Center is seeking proposals from qualified vendors to provide the following work:

Banquet Hall

Provide equipment and installation services for a new audio system in the space. Mixer, Audio processor & amplifier in a lockable, wall mount equipment rack. Audio system should be controlled by a wall mount remote (button or touch screen.) Approximately (16) pendant speakers will be needed throughout the main space & pre-function space. Additionally (3) hard wire mic connections are requested.

Meeting Room 1

Provide equipment and installation services for an Audio Visual installation to be utilized by event promoters within the facility. The U.S. Cellular Center anticipates the following equipment, however suggestion for best fit based on need by bidding vendor is requested. (1) 80" LED Display with tilt mount, (2) 48" LED displays with articulating mount. Wall plate connection for VGA, 1/8", HDMI & necessary cabling/amplifiers for connection to all displays. Connection to house CCTV feed for all displays, any necessary cabling and amplifiers needed.

Meeting Room 2

Provide equipment and installation services for an Audio Visual installation to be utilized by event promoters within the facility. The U.S.

Cellular Center anticipates the following equipment, however suggestion for best fit based on need by bidding vendor is requested. (2) 70" LED displays with tilt mount, (2) 48" LED displays with articulating mount. (2) wall plate connections for VGA, 1/8", HDMI & necessary cabling/amplifiers for connection to all displays. Connection to house CCTV feed for all displays, any necessary cabling and amplifiers needed.

It is the responsibility of the vendor to ensure successful implementation and functionality of all components within the new system. The proposed solution must contain necessary software and hardware to seamlessly operate as an integrated, turnkey application in conjunction with existing systems and equipment.

All proposals should include equipment, software, installation, design, labor, shipping costs, training, any necessary permitting costs and pricing for support services based on your company's standard extended warranty structure.

NOTE: The City of Asheville will provide installation services of power services at all location in need of power. Bidders should NOT include installation and product costs for this services.

REQUIREMENTS OF THE WORK:

A. STANDARD PRODUCTS

All primary equipment, subsystems, components, wire, cable and accessory hardware shall be new and unused products of a recognized manufacturer regularly engaged in the production of such equipment and materials. Vendor shall only supply manufacturer's newest and latest equipment and materials. Refurbished or gray-market equipment will not be acceptable. Like systems and equipment shall be from the same vendor.

Vendor will provide spec sheets for all components.

The City is seeking a solution that is highly reliable, widely-used, well-established, and has a proven, solid industry track record for video recording, broadcasting, and broadcast scheduling in a municipal meeting environment.

B. EQUIPMENT & SERVICES LIST

As noted in the scope of work.

C. TRAINING

Successful vendor will provide training for at least four (4) City staff on the use of the entire system. Training must be provided on site at the facility and to the City's satisfaction.

D. MAINTENANCE AND SUPPORT PRICING

Vendor must provide standard maintenance and service level-based support pricing for all products included in the proposal. Maintenance and support services must be provided by trained and qualified engineers and technicians.

E. POWER REQUIREMENTS

System commercial power requirements for equipment must be indicated in the proposal so that adequate power is available at those locations called for by the vendor.

F. ENVIRONMENTAL REQUIREMENTS

For any equipment proposed for installation within City facilities, both intermittent and continuous operating temperature ranges, allowable humidity limits, and all other requirements for the equipment must be detailed in the proposal to ensure that these requirements are acceptable. This must include the manufacturer's recommended continuous ambient temperature range.

G. INSTALLATION

1. Successful bidder shall be responsible for the storage, handling, and installation of the systems in accordance with these specifications and the conditions of the manufacturer's specifications and warranty.

2. System shall be installed on appropriate mounting hardware and will be installed by manufacturer-trained personnel.

NOTE: Installation and testing must be completed on mutually agreed upon dates without affect of U.S. Cellular Center events.

3. Any additional cabling/wiring needed by the vendor to complete the installation must be included as part of the RFP response.

4. At the time of installation, systems will be rejected if they have defects, flaws, or damage incurred during manufacture, transportation, storage, or handling. Damaged material shall be removed and replaced at no additional cost to the City.

H. EQUIPMENT REMOVAL

The City is responsible for removal of all existing equipment and will have all existing equipment removed prior to installation date.

I. MISCELLANEOUS EQUIPMENT

1. All cables, connectors, amplifiers, and miscellaneous products not specified in RFP but necessary for project completion must be provided by the vendor.

2. Successful bidder will deliver operating and maintenance manuals, and as-built of configuration.

L. ELECTRICAL

The US Cellular Center shall be responsible for supplying the necessary electrical outlets. Successful bidder shall coordinate with the US Cellular Center staff to specify electrical outlet locations and types.

M. INTERNET CABLING

If necessary for a successful project installation, US Cellular Center shall be responsible for supplying any necessary Ethernet cabling and installation

2) GUIDELINES AND SCHEDULE

GENERAL REQUIREMENTS

1. All information and materials submitted will become the property of the City of Asheville. Vendors should not submit proprietary or confidential business information unless the vendor believes such information is critical to its presentation. Such information should be clearly identified as such. The City will protect such proprietary or confidential information only to the extent which the law allows.
2. This RFP does not commit the City to award a contract(s) or pay any costs incurred in the preparation of a proposal in response to this request.
3. The City reserves the sole right to accept or reject any or all proposals received as a result of this RFP, or to cancel this RFP in part or in its entirety.
4. Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Asheville). The City's determination regarding any questions of conflict of interest shall be final.
5. Information must be furnished complete, in compliance with the terms, conditions, provisions and specifications of the request for proposal. The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. The response must follow the RFP Response Format provided below.
6. Proposals and modifications or corrections received after the closing time specified will not be considered.
7. No telegraphic, telephone or facsimile of proposals will be accepted. If a photocopy is to be submitted, it must be signed in ink.
8. Contractor and all Sub-Contractors are responsible for any and all licenses required for this contract.

9. Unless prices and all information requested are complete, proposal may be considered non-responsive and will not be considered.
10. The City will hold the vendor to total contract price. Phase and task cost reconciliation will not be performed.
11. In case of default by the vendor, the City of Asheville may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Asheville.
12. All proposals must be signed with the vendor's name and by an authorized representative of the company. Obligations assumed by such signature must be fulfilled.

PROPOSAL REQUIREMENTS

One (1) executed original and one (1) copy (and attachments and exhibits, if applicable) must be submitted in sealed envelopes to:

U.S Cellular Center Asheville
87 Haywood St
Asheville, NC 28801
Attn: Chris Corl

Proposals must be received on or before 2:00 pm (EST) Friday October 9, 2015. Late proposals will not be considered. All proposals must be signed by an authorized representative of your organization. Faxed or emailed proposals will not be considered. Proposals should include at minimum (1) printed double-sided proposal and (1) electronic version in pdf format submitted on a flash drive.

A required Pre-Proposal Meeting will be held at 9:30 am (EST), September 17, 2015, at the U.S. Cellular Center Asheville, 87 Haywood St, Asheville, NC 28801, to provide an opportunity for vendors to acquire more information about equipment and infrastructure.

PROPOSAL POSTPONEMENT AND ADDENDUM

The City of Asheville reserves the right to revise or amend the specifications or any other part of the proposal up to the time set for opening. Such revisions and amendments, if any, shall be announced by addendum to this solicitation. Any such addendums shall be published on the City's website at <http://ashevillenc.gov/bids>.

If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the City shall enable vendors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last

addendum; and the addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

Any questions concerning this RFP should be directed to Chris Corl via email at ccorl@ashevillenc.gov. Responses to email questions will be posted in an addendum on the City's website at <http://ashevillenc.gov/bids>. Deadline for all questions is Tuesday September 22, 2015 at 5:00 pm. Respondents will not receive personalized or individual email responses. Respondents should check the City's website on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP prior to submission.

SCHEDULE OF EVENTS

The City anticipates the following schedule for the project:

RFP Posted on Web Site	August 21, 2015
Pre-Proposal Meeting	September 17, 2015
Question Submission Deadline	September 22, 2015
Proposal Submission Deadline	October 9, 2015
Evaluation Completion	October 21, 2015
Select Vendor	October 21, 2015
Work Begins	November 16, 2015*

*Start date for work to begin per mutually agreed upon date between venue & winning bidder dependant on events and product shipping lead time needs.

3) RFP RESPONSE FORMAT

Please use the following format to structure your RFP response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to address all items will impact the evaluation and may classify the response as non-responsive and preclude it from further consideration. Refer to Scope of Work for additional information.

RFP RESPONSE FORMAT

- A. Title Page
- B. Letter of Transmittal
- C. Table of Contents
- D. Executive Summary
- E. Company Background and Experience
- F. Project Understanding and Pricing (itemized)
- G. Project Schedule (proposed)

- H. Training overview
- I. Maintenance, Updates, and Support & costs associated
- J. Customer References
- K. Appendices (if applicable)
- L. Warrantee

A. TITLE PAGE

The title page should include, at minimum, the following:

Name of Project – RFP # 298-RFPAV2015

City of Asheville

U.S. Cellular Center Asheville

Meeting Room AV Improvements

Submitted by (Company Name)

Date of Submittal

Copy X of 2 (“X” indicating the specific copy number for each of the printed copies)

B. LETTER OF TRANSMITTAL

The transmittal letter will:

- Indicate the intention of the vendor to adhere to the provisions described in the RFP without modification
- Identify the submitting organization
- Identify the person, by name and title, authorized to contractually obligate the organization
- Identify the contact person responsible for this response, specifying name, title, mailing address, telephone and email address
- Provide the original signature of the person authorized to contractually obligate the organization.

C. TABLE OF CONTENTS

The table of contents should outline Sections A thru K, as described previously in this section.

D. EXECUTIVE SUMMARY

The vendor will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal response. In addition, the vendor must clearly and specifically detail all exceptions to the exact requirements imposed by this RFP.

E. COMPANY BACKGROUND AND EXPERIENCE

This section of the proposal should establish the ability of the vendor to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be performed, strength and stability of the firm, staffing capability, and the record of meeting expectations on similar projects. The City, at its option, may require a vendor to provide additional support and/or clarify requested information.

F. PROJECT UNDERSTANDING AND PRICING

This part of the Proposal will contain a description of how the vendor intends to organize its approach to the project. The vendor shall relate how it perceives its role in carrying out the responsibilities required by this implementation. The vendor shall also provide examples of challenges encountered on similar engagements and discuss their approach in handling some of the specific challenges and opportunities it foresees for this project. Provide examples/references for past performance on similar projects. State your understanding of what the project entails and provide an itemized listing with pricing for all equipment and installation.

G. PROJECT SCHEDULE

Vendor should provide a detailed implementation schedule assuming an October 21, 2015 selection date. The Work Plan and Schedule shall include a schedule for the performance of the tasks identified in Section I, Scope of Work, of this RFP. Provide your schedule for performing the work, including major milestones and deliverables.

H. TRAINING

Successful vendor will provide training for at least Four (4) City staff on the use of the entire system. Training must be provided to the City's satisfaction.

Vendor must document the training and qualifications of technicians who might provide this service to the City.

I. MAINTENANCE, UPDATES AND SUPPORT

At a minimum, the proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities. The vendor must indicate the annual costs for support and maintenance for one, three and five-year periods in the pricing response.

J. CUSTOMER REFERENCES

Vendor should provide at least three (3) client references, preferably from other public assembly venues, meeting spaces or hotels.

K. APPENDICES

Under this section, vendors shall provide all legal documents and compliance reports, including but not limited to the following:

- Standard Support/Maintenance Agreement (including the escalation policy);
- Service Level Agreement

Additionally, vendors shall carefully examine the RFP for required documentation not specifically covered in Sections A thru L, and shall place such documentation in an appendix. Information considered by the vendor to be pertinent to this project, but not specifically requested in this RFP, may also be placed in an appendix. Examples of documents to be included in this section include:

- Sample from Training Manual;

- Sample Project Schedule;
- Electrical requirements of the proposed system;

L. Warranty:

Pricing for the following warranty options should be broken out separately:

1. Basic 1 year parts/labor/manufacturer. It is expected this should be free of cost.
2. 3 year parts/labor with minimum 48 hour response time for service calls.
3. 5 year parts/labor with minimum 48 hour response time for service calls.

4) EVALUATION / SELECTION PROCESS

EVALUATION:

A review committee composed of City staff and/or key stakeholders will review each proposal and rate them on a standardized form. Selection of the successful vendor is based on a determination of price and performance, where quality is considered an integral performance factor. The criteria for award will be based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the vendor's proposal; the vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.

Cost is important, but will not be the sole determining factor. Selection of the successful vendor will be based on the criteria listed below.

1. **Project Understanding** – Degree that firm demonstrates an understanding of the project objectives and proposes to accomplish those objectives and is able to meet these objectives and project timetable.
2. **Service** – Customer service during installation and after the sale is extremely important. Firm's availability to provide onsite service within 48 hours.
3. **Quality of Equipment** – All primary equipment, subsystems, components, wire, cable and accessory hardware shall be standard products of a recognized manufacturer regularly engaged in the production of such equipment and materials. Vendor shall only supply manufacturer's newest and latest equipment and materials.
4. **Project Experience** – Demonstrated experience designing, configuring, installing and supporting similar systems.
5. **Cost** – Reasonableness of proposed equipment and implementation cost.

6. **References** – Examples of and references of similar projects.
7. **Warranty** - The City will evaluate the cost and terms and conditions of the proposed warranty to ensure that it does not place any undue risk on the City (i.e. scheduling, performance, cost) and does not cause the City to incur costs in other areas.
8. **Schedule**
9. Completeness of the entire proposal.

SELECTION:

Selection will be with the best qualified Firm as determined solely by the review committee based on the best overall proposal that is in the best interest of the City. The City will enter into contract negotiations with this firm, if negotiations fail, the City will terminate such negotiations and enter into negotiations with the next best qualified Firm.

The selection committee may elect to short list the firms and conduct written or oral discussions as necessary to determine the best qualified Firm.

5) CITY TERMS AND CONDITIONS

INSURANCE

Successful bidder agrees to carry appropriate Worker's Compensation Insurance, Comprehensive General Liability Insurance (bodily injury and property damage), Automobile Liability Insurance and Professional Liability Insurance. Contractor agrees to furnish information and certificates to City upon request.

Insurance: The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, and employer's liability with at least the minimum limits shown below. The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Contractor's general liability and auto liability policies and provide a waiver of subrogation on the Contractor's workers' compensation policy. In the event of bodily injury or property damage loss caused by Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the

Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and Contractor's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the Contractor shall provide the City copies of their insurance policies.

Commercial General Liability:	\$1,000,000 per occurrence / \$1,000,000 aggregate
Commercial Auto Liability:	\$1,000,000 combined single limit
Workers' Compensation: and Employer's Liability:	Statutory \$100,000 each accident/total disease/employee disease

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

Indemnification: Contactor shall indemnify, defend, and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Contractor or any employee, agent or assign of the Contractor. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.

Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.

PROPRIETARY INFORMATION

Trade secrets or similar proprietary data that the vendor does not wish disclosed other than to personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

GOVERNING LAW

All proposals, agreements, and the provision of services resulting from this request for proposal shall be governed by and construed in accordance with the

General Statutes of the State of North Carolina. No agreement arising as a result of this request for proposal shall contain any term or condition to the contrary. Your submission of a proposal in response to this request for proposal constitutes consent to this jurisdictional requirement.

INFORMATION TECHNOLOGY

§ 143-129.8. PURCHASE OF INFORMATION TECHNOLOGY GOODS AND SERVICES

(a) In recognition of the complex and innovative nature of information technology goods and services and of the desirability of a single point of responsibility for contracts that include combinations of purchase of goods, design, installation, training, operation, maintenance, and related services, a political subdivision of the State may contract for information technology, as defined in G.S. 147-33.81(2), using the procedure set forth in this section, in addition to or instead of any other procedure available under North Carolina law.

(b) Contracts for information technology may be entered into under a request for proposals procedure that satisfies the following minimum requirements:

- (1) Notice of the request for proposals shall be given in accordance with G.S. 143-129(b).
- (2) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The awarding authority may use procurement methods set forth in G.S. 143-135.9 in developing and evaluating requests for proposals under this section. The awarding authority may negotiate with any proposer in order to obtain a final contract that best meets the needs of the awarding authority. Negotiations allowed under this section shall not alter the contract beyond the scope of the original request for proposals in a manner that: (i) deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and (ii) would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(d) Proposals submitted under this section shall not be subject to public inspection until a contract is awarded. (2001-328, s. 3; 2004-199, s. 36(b); 2004-203, s. 10.)

MINORITY BUSINESS PLAN

The City of Asheville has adopted a Minority Business Outreach Plan to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of success in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of this Outreach Plan. Questions regarding the Minority Business Outreach Plan may be directed to, Brenda Mills, Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by e-mail at minoritybusiness@ashevillenc.gov or bmills@ashevillenc.gov. You can access a listing of certified minority firms at either <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx>

(State of North Carolina's VendorLink search) or www.doa.state.nc.us/hub (Link for Office of Historically Underutilized Businesses to search for HUB vendors directly). All bidders are notified that they must show proof of minority or woman business status for purposes of this bidding opportunity if they do not use the Office of Historically Underutilized Businesses as their source for outreach efforts. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

DRUG-FREE WORKPLACE

The City of Asheville is a drug-free workplace employer. The Asheville City Council has also adopted a policy requiring City construction and service contractors to provide a drug-free workplace in the performance of any City contract.

- A. Notifying employees that the unlawful manufacturer, distribution dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such violation.
- B. Establishing a drug-free awareness program to inform about the dangers of drug abuse in the workplace, the contractor's policy of maintaining of drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and penalties that may be imposed upon employees for a drug violation.
- C. Notifying each employee that as a condition of employment, the employee will abide by the terms of prohibition outlined in (A) above and notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than (5) days after such conviction.
- D. Notifying the City of Asheville within ten (10) days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime.
- F. Making a good faith effort to continue to maintain a drug-free workplace for employees. If the prospective vendor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacturer, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

If the prospective vendor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a request for proposal, a prospective primary vendor certifies that it and all sub-vendors will comply with the City of Asheville drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of contract shall be grounds for suspension, termination, or debarment.

EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and are included in the proposed cost.
3. All labor costs, direct and indirect, have been determined and are included in the proposed cost.
4. The potential contractor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.

Therefore in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services.

VENDOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

SIGNATURE: _____ TITLE: _____

TYPED NAME: _____ DATE: _____

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.
UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, of _____, being
(Name) (Bidder)
duly sworn, deposes and says that:

1. He is _____
(owner, partner, officer, representative, agent)
of _____, the Bidder that has submitted the
attached Bid Proposal;
2. He is fully informed respecting the preparation and contents of the
attached Bid Proposal and of all pertinent circumstances respecting such
Bid Proposal;
3. Such Bid Proposal is genuine and is not a collusive or sham Bid
Proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant,
has in any way colluded, conspired, connived or agreed, directly or
indirectly with any other Bidder, firm or person to submit a collusive or
sham Bid Proposal in connection with the Contract for which the attached
Bid Proposal has been submitted or to refrain from bidding in connection
with such Contract, or has in any manner, directly or indirectly sought by
agreement or collusion or communication or conference with any other
Bidder, firm or person to fix the price or prices in the attached Bid
Proposal or of any other Bidder, or to fix the overhead, profit or cost
element of the Bid price or the Bid price of any other Bidder, or to secure
through any collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Asheville, or any person interested in the
proposed Contract; and
5. The price or prices quoted in the attached Bid Proposal are fair and
proper and are not tainted by any collusion, conspiracy, connivance or
unlawful agreement on the part of the Bidder or any of its agents,
representatives, owner, employees, or parties of interest including this
affiant.

Signed

Title

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

_____, Contractor with the City of Asheville for
(Contractor's name)
the project known as _____, certifies that the City's
Drug-Free Workplace Policy, as set forth in the Bid Documents ("Policy"), has been
reviewed by or explained to the officers, agents and employees of _____
_____, and _____
(Contractor's name)

hereby agrees that the Policy is a part of the Contract and _____
(Contractor's name)
further certifies that _____ will comply with the
requirements thereof.

This the _____ day of _____, 20__.

Contractor's Name

Attest:

Secretary/Treasurer
(Corporate Seal)

By: _____
President / Vice President

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

SECTION VIII – REQUIRED DOCUMENTATION

The following are to accompany bid responses:

1. VENDOR APPLICATION AND LICENSES

Bidders are asked to submit a vendor application and return it with bid response. Bidders may download the form from the City's website at the following link: <http://ashevillenc.gov/bids>. At the bottom of the page, select "Vendor Application". Directions for submittal are available on this page. Please include commodity codes on your application.

2. NORTH CAROLINA CERTIFICATE OF AUTHORITY

All out of state vendors are required to have a NC Certificate of Authority. If you already have a certificate please submit with your bid. If you do not have one you must apply once you are awarded the bid. You may register with the State of NC at: <http://www.secretary.state.nc.us/corporations/forms.aspx?pitemid=5465493&type=businescorporation> and submit a copy to the US Cellular Center immediately after it is received.

DOCUMENTS TO BE COMPLETED AFTER AWARD

- Certificate of Insurance: City of Asheville named as additional insured. Insurance requirements listed in SECTION II, O. Indemnification.
 - NC Certificate of Authority (for out of state vendors)
-

CONTACTS

GENERAL ADDRESS

U.S. Cellular Center Asheville
87 Haywood St
Asheville, NC 28801

PROJECT MANAGER

Chris Corl – General Manager
U.S. Cellular Center
Phone: 828-259-5452
Email: ccorl@ashevillenc.gov

PURCHASING MANAGER

Amy Patterson – Purchasing Manager
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