

RE	QUEST FOR QUOTE:	THIS IS NOT AN ORDER BUT	A REQUEST FOR PRICING
Request for Quo	ote # RFQ8755-24	Date: 04/05/2024	
•	•	sting Quote: Parks and Recrea	ation
Name:Beatric	ce Abernatny		
Email: COAF	PurchasingBidSubmitt	als@ashevillenc.gov	

Phone:828-259-5954

Revised 12/17/20

Quotes Must be received by: 3 p.m., April 15, 2024 To: coapurchasingBidSubmittals@ashevillenc.gov
Questions Must be received by: 3 p.m., April 9, 2024 To: coapurchasingBidSubmittals@ashevillenc.gov
Misdelivery of email is not the responsibility of the City.

Please quote your best FOB DESTINATION (Freight Prepaid and Included) price for the item(s) specified below. Unless noted otherwise, items should be quoted as specified only. However, if the phrase "OR EQUAL" appears in the item description, alternate quotes may be considered on products that are equal to or better than the specified product. These Specifications " or equal or better than" must be approved during the exception process. Please provide complete manufacturer's specifications and/or descriptive literature with all requests for alternate or equal approvals during the exception period listed in this quote. RESPONSES SHOULD BE SUBMITTED USING THIS FORM ONLY.

Tax must not be included in the quote. The City reserves the right to accept or reject any or all quotes. ALL QUOTATIONS MUST BE F.O.B. Asheville (Ship to Address Shown on purchase order). SHIPMENTS WILL NOT BE ACCEPTED ON A COLLECT BASIS.

CARPORT

FOR THE CITY OF ASHEVILLE PER THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITIONS.

ANY AND ALL FREIGHT/DELIVERY CHARGES MUST BE INCLUDED IN THE UNIT

PRICE ON THE QUOTE FORM FOR THE CARPORT. NO ADDITIONAL FREIGHT/DELIVERY CHARGES

WILL BE ALLOWED ON INVOICE.

YOU MUST SUBMIT YOUR PRICING ON THE FORM PROVIDED IN THIS QUOTE REQUEST TO BE CONSIDERED.

Submitted by: Signature:		Title: Date:	
Company Name: Address: City, State, Zip: Telephone Number: Email address:			
Please indicate delivery time f	rame on quote form.		
Delivery:Payment Terms: NetPayment Discount:	calendar days f	rom receipt of purchase ord	er.
Request for Quote			City of Asheville



QUOTE FORM CARPORT

Unit Price should include the cost of shipping/delivery and installation of the carport.

VENDOR MUST BE AN AUTHORIZED REPRESENTATIVE/ DISTRIBUTOR OF THE MANUFACTURER.

Bid Item No	Qty	UOM	EQUIPMENT/PRODUCT	Unit Price
1	1	Ea	Carport (per specifications AND drawing listed below)	\$
			Manufacturer	
			Model	
			Standard Manufacturer Warranty	
			Spec Sheet	\$
			Delivery and installation at Parks & Recreation 81 Thompson Street, Asheville, NC 28803. Please click the link to see site.	
			Location 81 Thompson St	

COMPANY NAME:	
SIGNED:	TITLE:
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CARPORT SPECIFICATIONS

Minimum technical specifications for one (1) Carport for the City of Asheville. All items shall be new, unused and the manufacturer's latest production model. All Federal, State and OSHA requirements and standards shall be met.

NOTE: All bidders shall respond to each category below. Any 'no' responses or deviations shall be explained in the space provided. If it complies, put a check mark in the appropriate box.

Review of bid specification sheets will focus on the compliance column with deviations noting where specifications exceed minimum requirements ONLY. Compliance deviations that do not meet or exceed the minimum requests will not be accepted.

REQUIREM		ACKNOWLEDGE/ COMPLIES	IF NO: DEVIATES AS NOTED
1. Frame Size: 40 x 40 Metal			
2. Building Type: Carport			
3. Roof Style: Vertical Roof			
3. Roof Color: Quaker Gray			
4. Trim Color : Quaker Gray			
5. Side & End Color: Pewter Gra	ay		
6. Size : Width - 40', Length - 40', Height - 14'	32' to 60' Wide Leg		
a. Width: 40'			
b. Length: 40'			
c. 32' to 60' Wide Leg Heigh	t: 14'		
7. Sides:			
a. Left side on 32' to 60' wide legs - 40' long	e: Left side closed on 14'		
b. Right side on 32' to 60' wi 14' legs - 40' long	de: Right side closed on		
c. Vertical Deluxe Tow Tone Deluxe Two tone	on Side: Without Vertical		
d. 32' to 60' Ends: 40' wide -	close One 14' End		
e. Vertical Deluxe Tow tone of Deluxe Tow Tone	on End: Without Vertical		
f. Vertical or Lap Siding Pan (only applies if sides and e			
8. Doors:			
a. Garage Door			
i) Size: 10'x10', 10' Wide :	(10' Tall		
ii) Location: Right side, ce	ntered		
iii) Garage Door Color: Qu	aker Gray		
b. Pedestrian Door			
i) Centered between the g of the carport.	arage door and the front		

COMPANY NAME:	
SIGNED:	TITLE:



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9. Windows - Quantity of 5		
a. Two windows on the left wall side equal distance		
from each other and the corners		
b. Two windows on the front side equal distance from		
each other and the corners		
c. One centered on the right side wall between the		
garage door and the corner by the back side.		
10. Options:		
a. Galvanized Silver Screws		
b. 150mph and 35 psf		
c. 14 GA Tubing		
d. Standard 29 GA		
11. Vendor will provide specifications, details for structure		
including footers with their quote of the model that is		
quoted so concrete footers/slab can be built prior to the		
carport installation.		
12. Vendor will install carport on Concrete		
13. Power Outlet available within 100ft		
14. Award is contingent upon approval of the spec sheet of		
proposed carport and site plan by Development		
Services Division		
15. Unit Price includes delivery, setup, and installation of		
carport		
16. Vendor to supply the manufacturer's standard colors		
that are available to refine the color palette		

COMPANY NAME:	
SIGNED:	TITLE:



Any and all freight charges should be included within the quoted price.

To be considered, bidders must provide quotes on this form.

No previous quotes submitted will be considered.

No prepayments or deposits will be considered

1. <u>INSTRUCTION TO BIDDERS:</u> This request for quotes includes provisions for the City of Asheville to purchase carport as described herein. Quotes are to be submitted in accordance with the enclosed specifications and these Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the identified herein. All things not expressly stated in the attached specifications or Terms and Conditions but involved in carrying them out must be included in the quote as though they were specifically stated. Award of this project is contingent upon approval of the spec sheet and site plan by the City of Asheville Development Services Division (DSD).

USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MODELS OR MATERIALS ARE NOT ACCEPTABLE

- 2. NOTICE TO BIDDERS: The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder's response. This applies to any response appearing in or attached to the document as part of the bidder's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of a quote, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 3. <u>ISSUING OFFICE</u>: This quote request is issued by the City of Asheville, All correspondence and inquiry should be made to: Beatrice Abernathy, 828-259-5954, <u>COAPurchasingBidSubmittals@ashevillenc.gov</u>
- 4. **DEADLINE FOR RECEIPT OF QUOTES**: The date and time for the quotes are specified in the bid document. Quotes received after that time will not be considered.
- ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for quote.
- 6. EXPENSES INCURRED IN PREPARING QUOTE: The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a quote. Such expenses shall be borne exclusively by the bidder.
- 7. **PREPARATION OF FORMS:** All quotes must be submitted on the form provided. Figures should be written in ink or typewritten. Any changes on the original quote should be made in ink and initiated by the person signing the quote. **NOTE**: **If there are discrepancies between unit price and extended price, the unit price shall prevail.**
- 8. **STANDARD OF AWARD:** The evaluation of bids is based on the lowest, responsive, and responsible bidder that meets specification requirements including the deduction for the trade-in equipment (if applicable), taking into consideration past performance, service record, and reliability. The City reserves the right to: (1) contact a Bidder for clarification, (2) contact references listed, and (3) solicit information from any available source concerning any aspect of a Bidder's response. All bids shall be made firm for no less than sixty (60) days following the bid opening date. Discount Terms are NOT a consideration in the award.

The City Asheville reserves the right to accept or reject any or all quotes and specifically reserves the right to make an award in the best interest of the City of Asheville. Upon completion of the evaluation, notification of award letter will be sent to the successful bidder for acknowledgement and acceptance followed by a purchase order.



8. STANDARD OF AWARD: (CONTINUED)

Award of this project is contingent upon approval of the spec sheet and site plan by the City of Asheville Development Services Division (DSD).

- 9. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidders/ vendor's response to this Request for Quote and any addenda thereto, plus issuance of the City of Asheville Purchase order for the proposed goods and/or services shall constitute a binding contract.
- 10. <u>MATERIAL WARRANTY</u>: . Vendors must supply the manufacturer's warranty regarding parts and labor, and the duration of the warranty in years. If separate parts of the equipment have different warranties, this must be specified in the bid. If an extended warranty is available for any equipment that is submitted please include that information along with cost.
- 11. **ACCEPTANCE**: Upon delivery the equipment, goods or materials will be subject to inspection to verify conformance with specifications by the staff of the City of Asheville. The equipment must meet or exceed the specifications as agreed to and stated by the vendor. Any defects or failure of equipment to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by the City.
- 12. <u>DELIVERY</u>: Delivery/shipment of any and all materials shall be delivered FOB to Park Maintenance located at 81 Thompson Street, Asheville, NC 28803. Advance notice of delivery needs to be given to Dwayne Walker at dwalker@ashevillenc.gov or 828-713-7075. Please advise of any specific equipment needed to off load.
- 13. VENDOR REGISTRY: Bidders may register as a vendor on the City's website at the following link: https://selfservice.ashevillenc.gov/vss Please include commodity codes in your registration. If you are an existing vendor, please confirm with Purchasing that you have an email address on file so that you can also begin using Vendor Self Service.
- 14. <u>E-Verify Employer Compliance:</u> Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined, must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program and can be accessed via this link: https://www.e-verify.gov/.
- 15. **IRAN DIVESTMENT AND ISRAEL BOYCOTT:** City of Asheville staff are responsible for verifying that the contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The City shall not contract with any company or their affiliates listed on these divestment lists.
- 16. <u>VENDORS QUALIFICATIONS:</u> By submission of a quote, the vendor represents that they are fully experienced and properly qualified (authorized dealer or distributor) to provide equipment and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service.
- 17. **INDEMNIFICATION:** The successful bidder shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by successful bidder in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");



17. INDEMNIFICATION:(CONTINUED)

Any acts of negligence or willful misconduct by the successful bidder or their agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; Any acts or omissions of the successful bidder with respect to the services provided by the successful bidder under this Agreement (or any allegations of any of the foregoing); Any claims by any persons or entities supplying labor or material to the successful bidder in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the successful bidder shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the network or any component thereof shall not be adversely affected by such replacement or modification.

18. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>: The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Products/Completed Operations Aggregate \$2,000,000
Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000

Coverage shall be written on a Commercial General Liability form and must include finished products/completed operations. The policy shall be written on an occurrence form and shall include Contractual Liability coverage.

The required limits can be provided by one or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests.

Within 14 days following notice of award, the successful bidder shall furnish the City of Asheville with a current Certificate of Insurance with coverages listed above. The certificate shall be made out to the purchaser and be an original, no photocopies shall be accepted. The Certificate of Insurance shall provide that the City be given 30 days advance notice of cancellation, nonrenewal or material change in coverage.

19. ASHEVILLE BUSINESS INCLUSION POLICY: The City of Asheville has adopted the Asheville Business Inclusion Policy to encourage women and minority businesses' participation in the public bidding process. The purpose of this outreach effort is to increase the likelihood of availability and utilization of MWBEs in the award of contracts. Bidders are hereby notified that this bid is subject to that Policy's provisions. Questions regarding the Asheville Business Inclusion Policy may be directed to the Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by email abi@ashevillenc.gov.

Bidders are invited to show proof of MWBE status, to include NC Office of Historically Underutilized Businesses or other MWBE certifications. If not already certified with the ABI Office at the City of Asheville, bidders are further invited to become certified with the City of Asheville as an MWBE vendor. Please use this link: ABI Certifications

It is the Policy of the City to (1) provide minorities and women 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.



- 20. <u>BLACK OUT PERIOD:</u> Vendors must not make any contact with any City of Asheville Personnel other than those listed in the bid between the date the bid is issued and the actual quote due date to ensure fairness to all vendors. There will also be no vendor contact during the evaluation period until after the contract award, unless the City has a need to seek clarification from a vendor regarding their bid.
- 21. <u>AD VALOREM TAXES</u>: Bidders/Vendors please note that City Policy, adopted by City Council Resolution No. 93-139, prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.
- 18. **INVOICES AND PAYMENTS:** The City requests that all invoices mirror line items of the purchase order.

ALL INVOICES AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER AND Be SENT TO ACCOUNTING. Cash discounts will be deducted as noted on the invoice. STANDARD TERMS AND CONDITIONS ARE NET 30.

PURCHASES WILL BE PAID 30 DAYS FROM DATE OF YOUR INVOICE. The City is exempt from Federal Excise Tax but not State and Local Sales Tax. This tax must be shown as a separate item on invoice.

MAIL INVOICE TO: CITY OF ASHEVILLE ACCOUNTING DIVISION P.O. BOX 7148, ASHEVILLE, N.C. 28802 OR E-MAIL TO APAYABLE@ASHEVILLENC.GOV



CARPORT DRAWING

