



REQUEST FOR BIDS
FORMAL BID REQUEST NO. **FBR 1683-25 REBID (2)**

**TARAFLEX SPORT M PERFORMANCE
PORTABLE NCAA-FIVB VOLLEYBALL FLOOR
FOR THE CITY OF ASHEVILLE**

**BID OPENING DATE: THURSDAY, SEPTEMBER 5, 2024
AT 3:00 PM LOCAL TIME**

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
70 COURT PLAZA, CITY HALL, 1ST FLOOR
ASHEVILLE, NC 28801
PHONE: (828) 259-5954
TAWNYA VESS, PURCHASING SPECIALIST
08/23/2024

BIDS ARE TO BE **SEALED** AND
HAND DELIVERED TO THE CITY OF ASHEVILLE'S FORMAL BID DROPBOX
OR SENT BY COURIER SUCH AS: UPS OR FEDEX TO THE CITY OF ASHEVILLE
70 COURT PLAZA, SUITE 100A, ASHEVILLE, NC 28801

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE WHATEVER
METHOD OF DELIVERY IS USED THAT THE BID IS RECEIVED ON TIME**

**REQUEST FOR BIDS FOR
CITY OF ASHEVILLE, NORTH CAROLINA
PURCHASING DIVISION**

Pursuant to General Statutes of North Carolina, Section 143-129, as amended, **sealed bids** and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division until: 3:00 p.m. local time on Thursday, September 5, 2024 after which time they will be publicly opened and read.**

TERMS: Net 30 Days
DELIVERY: ASAP - Bidder Specify Best Delivery

CITY OF ASHEVILLE, N. C.
Tawnya Vess, Purchasing Specialist

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

		<p>PORTABLE NCAA-FIVB VOLLEYBALL FLOOR FOR THE CITY OF ASHEVILLE PER THE ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS</p> <p><u>All pricing to be FOB Destination.</u></p> <p>ANY AND ALL FREIGHT/DELIVERY CHARGES MUST BE INCLUDED IN THE UNIT PRICE ON THE QUOTE FORM FOR THE PORTABLE VOLLEYBALL FLOOR. NO ADDITIONAL FREIGHT/DELIVERY CHARGES WILL BE ALLOWED ON INVOICE.</p> <p>Orders will be placed throughout the term of this contract on an as needed basis.</p> <p style="background-color: yellow; text-align: center;">THIS BID WILL BE AWARDED TO ONE VENDOR</p>		
Company Name		Bid Submitted By (Signature)		
Address		Printed Name and Title		
City State Zip		Email Address		
Telephone No.		Fax No.		
Web Address		Federal Taxpayer ID No.		
Delivery to City _____ calendar days after receipt of order		Payment Terms: Net _____ Discount: _____ % Net _____		

Bid Submitted By: Company _____ Rep. Name _____

INSTRUCTIONS TO BIDDERS:

Delivery of Bids:

- 1) All bids should be submitted in a **sealed** (glued/taped) envelope, the outside should be clearly marked with the bid number and the date and time scheduled for the opening of the bid.
- 2) Bids may be delivered to the Purchasing bid drop box located inside City Hall at the Security Station. The drop box is labeled "Formal Bid Dropbox"
- 3) Courier Delivery such as UPS or FedEx: All Courier deliveries can be addressed to:

City of Asheville
70 Court Plaza (Security Station)
Asheville, NC 28801

Attn: Tawnya Vess

Bid #: FBR 1683-25 REBID (2) Portable NCAA-FIVB Volleyball Floor

Bids must be received by 3:00pm on September 5, 2024

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE WHATEVER METHOD OF DELIVERY IS USED THAT THE BID IS RECEIVED ON TIME.**

Bid Submitted By: Company _____ Rep. Name _____

BID FORM

All pricing to be FOB Destination
Unit Price must include the cost of shipping/delivery

BID ITEM NO.	QTY	ITEM DESCRIPTION	COST
1	1	Taraflex Sport M Performance Portable NCAA-FIVB Volleyball Floor Per specifications on pages 4 - 13	\$
		GRAND TOTAL:	\$
		FOR STANDARD COLORS: DELIVERY ON ITEM WILL BE MADE WITHIN ____ DAYS (show in column at right)	
		FOR NON-STANDARD COLORS: DELIVERY ON ITEM WILL BE MADE WITHIN ____ DAYS (show in column at right)	

Our goal is to have the court on site and available for a first training set up the week of October 1st, however our first scheduled matches are in November.

Bid Submitted By: Company _____ Rep. Name _____

SPECIFICATIONS**NEW and UNUSED equipment only******No Additional Freight For Delivery Allowed*******Do Not Include Sales Tax in your the quote***

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.

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.

SPECIFICATION	COMPLIES	IF NO: DEVIATES AS NOTED
Taraflex Sport M Performance Portable NCAA-FIVB Volleyball Floor		
SUMMARY:		
A. Portable sheet vinyl resilient athletic flooring approved for NCAA Division 1 and FIVB volleyball competition		
ACTION SUBMITTALS:		
A. Product Data: For each type of product indicated.		
B. Manufacturer Certifications:		
1. Provide FIVB certification as "Approved for FIVB international volleyball competitions" and authorized to bear the FIVB logo.		
2. Provide NCAA Certification as approved for "NCAA D1 Men's & Women's Volleyball Regional Rounds, Semi-Finals and Finals Courts."		
3. Provide ISO 9001 certification for the OEM of the specified products.		
4. Provide ISO 14001 certification for the OEM of the specified products.		
C. Laboratory Test Results:		
1. Provide certification of testing per ASTM F2772-11 and the product being furnished complies with Class 3 of		

Bid Submitted By: Company _____ Rep. Name _____

the ASTM Indoor Sport Floor Classification specified for this project. Third-party certification is required; sales literature is not sufficient.		
D. Shop Drawings: Showing installation details and locations of borders, patterns, game lines, locations of floor inserts and seams.		
E. Samples:		
1. Manufacturer's color chart for selection of available floors with a minimum of 10 standard colors available, including 3 wood visuals.		
2. Color samples:		
a. Wood visual samples Minimum 24 inches by 36 inches to show that the appearance of wood plank pattern complies with these specifications		
b. Solid color samples: Minimum 6 inches by 8 inches.		
CLOSEOUT SUBMITTALS:		
A. Submit three copies of the following:		
1. Manufacturer maintenance instructions.		
2. Manufacturer material warranty.		
3. Installer installation warranty.		
QUALITY ASSURANCE:		
A. Manufacturer Qualifications:		
1. ISO 9001 Certified.		
2. ISO 14001 Certified.		
3. At least ten years of active experience in the manufacture and marketing of indoor resilient athletic flooring		
4. A provider of synthetic indoor volleyball sport flooring for at least 5 NCAA Division 1 main courts.		
B. Installer Qualifications:		

Bid Submitted By: Company _____ Rep. Name _____

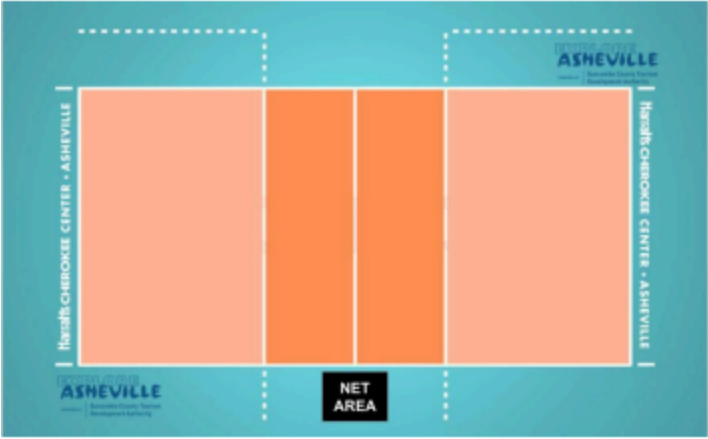
1. At least three years experience in the installation of resilient athletic flooring including portable volleyball courts for NCAA Division 1 main court.		
2. Employer of workers for this Project who are competent in techniques required by manufacturer for resilient athletic flooring installation indicated.		
C. Fire Test Characteristics: As determined by testing identical products according to ASTM E 648, Class 1, by a qualified testing agency acceptable to authorities having jurisdiction.		
D. Athletic Performance Properties: Comply with ASTM F 2772-11 performance for force reduction, ball bounce, vertical deformation, and surface friction as follows:		
1. Shock absorption rating: Class 3; shock absorption 34% to 45%.		
DELIVERY, STORAGE, AND HANDLING:		
A. Store flooring and installation materials in protected dry spaces, with ambient temperatures maintained within range recommended by manufacturer, but not less than 55 deg F (13 deg C) nor more than 85 deg F (29 deg C).		
B. Store the indoor resilient athletic surfacing rolls in an upright position on a smooth flat surface immediately upon delivery to Project.		
FIELD CONDITIONS:		
A. Product Installation:		
1. Maintain temperatures during installation within range recommended by manufacturer, but not less than 65 deg F (18 deg C) in spaces to receive flooring one week before installation, during installation, and one week after installation.		
2. After installation, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).		
WARRANTY:		

A. Special Limited Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace sports flooring that fails within specified warranty period.		
1. Failures include, but are not limited to, the following: Material and manufacturing defects.		
2. Warranty Period: 10 years from date of Substantial Completion.		
ENVIRONMENT AND INDOOR AIR QUALITY:		
A. LEEDTM Documentation:		
1. MR Credits: For products having recycled content, indicate percentage by weight of post-consumer and pre-consumer recycled content.		
2. IEQ Credits: For adhesives and flooring, including a statement of VOC content.		
B. Indoor Air Quality Certification:		
1. Flooring products must be FloorScore® Certified.		
a. FloorScore® certification proves compliance with the volatile organic compound emissions criteria of the California Section 01350 standard.		
b. FloorScore® certification proves compliance with the testing and product requirements of the California Department of Health Services "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."		
c. FloorScore® documentation must include the certificate numbers for the specified product.		
C. Manufacturer Certification of Environmental Procedures:		
1. Original Equipment Manufacturer's (OEM) ISO 14001 Certification		
SHEET VINYL ATHLETIC FLOORING:		

A. Basis-of-Design Manufacture: Subject to compliance with requirements, provide: Gerflor Taraflex Sport M Plus Exclusive FIVB Volleyball Court		
B. Substitution Limitations:		
1. No Substitutions		
C. Sport Floor Product Description: Dual-durometer foam-backed sheet vinyl sport flooring designed for official FIVB portable installation.		
1. Overall Thickness: Not less than 0.4 inch (9.0 mm).		
2. Wear-Layer Thickness: Not less than 0.08 inch (2.1 mm)		
3. Backing: Very high density, two-layer, dual-durometer, closed cell foam with reinforced fiberglass grid and mesh layer		
4. Seaming Method: Sport flooring seams to be adhered with four-inch wide vinyl tape approved by the manufacturer		
a. Basis-of-design product: Mat Man #75 Clear Seam Tape		
5. Traffic-Surface Texture: Wood visual shall have wood grain embossed texture for a genuine wood appearance and Solid colors to have "pebbled" embossed texture for an attractive appearance.		
6. Bacteriostatic and Fungicidal Treatment: Manufacturer's factory-applied permanent treatment throughout the flooring material which can improve indoor air quality and reduce asthma and allergy risks associated with bacterial and mold growth.		
a. Basis-of-Design Product: Gerflor Sanosol		
7. Applied Finish: Manufacturer's, factory-applied, permanent and UV-cured.		
a. Slide and grip properties appropriate for FIVB competition volleyball		

b. No-Wax finish: Published product literature identifying factory applied finish as, "No-Wax-Just clean and rinse"		
c. Basis-of-Design Product: Gerflor ProtecSol.		
8. Field-Applied Finishes: None required at the time of this bid		
9. Roll Size:		
a. Roll Width: Rolls to be a minimum width of 4'-11" (1.5 m) wide.		
b. Roll length of playing court area shall be sufficient to cover the full length of a NCAA / FIVB competition volleyball court (59'-0") without splicing or end-of-roll (butt) seams within main court boundary		
c. Total surface area of material, including playing surface & 'run off' must be at minimum 54' wide x 98' long. If possible based on roll width preferred total surface area will be 60 wide x 100' long.		
10. Color and Pattern:		
a. Court Area wood pattern or color to be selected during the design process.		
b. Perimeter Border color to be selected during the design process.		
D. Performance Criteria:		
1. ASTM F 2772-11 Indoor Sport Floor Standard:		
a. Provide certification of compliance for the four ASTM F2772 Indoor Sports Floor Standard performance categories:		
1) Shock Absorption/Force Reduction: Class C3 (34% to 45%). Pass		
2) Ball Bounce: Minimum 90%: Pass		

3) Surface effect/Coefficient of Friction: Between 80-110: Pass		
4) Vertical deformation: Maximum 3.5mm: Pass		
2. International Sports Federation Certification: Certification as "Approved for FIVB international volleyball competitions" and authorized to bear the FIVB logo.		
3. Resistance to Rolling Load: EN 1569; Pass.		
4. Chemical Resistance: ASTM D 543; OK.		
5. Impact Resistance: EN 1517; Pass.		
6. Abrasion Resistance: EN ISO 5470; Pass.		
7. Sound Insulation: EN ISO 717; 18 dB.		
8. Gloss/Brightness: EN ISO 2813; Pass.		
9. Organic Emission: ASTM D 5116; Pass		
10. Fire Performance: ASTM E 648; Greater than 0.45 W/cm2, Class 1.		
11. Surface Maintenance Requirements: No wax surface requiring only cleaning and rinsing.		
ACCESSORIES:		
A. Logos: Painted or pressure sensitive logos with appropriate coefficient of friction for volleyball play.		
1. Two (2) Harrah's Cherokee Center - Asheville logos as noted on the below linked 'potential court layout.'		
2. Two (2) Explore Asheville logos as noted on the below 'potential court layout.' Link to image		

<p>a. </p>		
B. Six (6) Taylor hand clamps for moving unrolled sections of court material.		
C. One (1) QuickClean pull behind court cleaner.		
D. Two (2) tape hand guns for 4" wide storage tape.		
E. Two (2) Tape unrolling shoe/applicators for 4" wide tape: Designed to be pushed through seams for easy application of seam tape with adhesive side facing "up"		
F. Consumable Tape: Vendor to provide sufficient Game-Line and Seam tape for FOUR (4) set-ups. Vendor to provide tape ordering info to the purchaser for purchasing all consumable tapes directly (not have to purchase through vendor)		
1. Seam tape: Mat Man vinyl tape. Standard Roll Length: 4" wide X 108 feet long.		
2. Game-Line Tape: 3M #471 tape Color: White. Standard Roll size: 2" wide X 109 feet long.		
G. Two (2) Heavy duty 2-wheel hand truck with pneumatic wheels for transporting individual flooring rolls vertically.		
H. Necessary quantity of stackable pallets to store the entirety of court rolls.		
EXAMINATION:		
A. Verify the Following:		
1. The concrete subfloor surface deviation is no greater than 1/8 inch within 10 feet (3.2 mm within 3 m)		

2. The area in which the indoor resilient athletic flooring will be installed is dry, weather-tight, and in compliance with specified requirements.		
PREPARATION:		
A. Sweep and vacuum substrates immediately before installation. After cleaning, examine substrate for grit, dust or other contamination. Proceed with installation only after unsatisfactory conditions have been corrected.		
SHEET ATHLETIC FLOORING INSTALLATION:		
A. General:		
1. Comply with manufacturer's installation instructions.		
2. Locate seams as shown on approved Shop Drawings		
3. Adhere seams by applying 3M #764 seam tape complying with Taraflex instructions.		
GAME LINES AND LOGOS:		
A. Lay out game lines and logos to comply with rules and diagrams published by NCAA /FIVB official domestic Competition regulations.		
OWNER'S INSTRUCTIONS:		
A. Vendor to provide one Technical manager on-site during the initial installation		
1. To provide technical oversight for the local installation crew.		
2. To provide owner instruction for set-up, storage, and maintenance.		
B. Owner to provide necessary crew during initial set-up		
1. For facility staff to receive hands-on familiarization with the product and instructions for set-up, storage & maintenance.		
2. Provide facility logistics and basic labor assistance as directed by the Vendor.		

3. Requires 2 facility staff for 2 days during initial installation. These workmen must be staff members with future responsibility for the set-up and tear-down of the portable court.		
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**CITY OF ASHEVILLE PURCHASING DIVISION
TERMS AND CONDITIONS FOR
PORTABLE NCAA-FIVB VOLLEYBALL FLOOR**

1. **SUMMARY:** Bidders please note: This request for bids includes provisions for the City of Asheville to purchase a Portable NCAA-FIVB Volleyball Floor. Bids 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 materials 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 bidder's bid as though they were specifically stated.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder 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 proposal, 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. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, 70 Court Plaza, Suite 100A, Asheville, North Carolina 28801.
4. **ISSUING OF ADDENDUM:** If the need arises the City of Asheville will issue an addendum. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids. The bidder is cautioned that the requirements of this bid can be altered **only** by written addendum and that verbal communications from any source are of no effect. **The City of Asheville will, if necessary, extend the bid due date in order to allow seven (7) days to respond. All addenda must be signed and returned with the final bid package. This bid and any addenda will be posted on the City's website and can be accessed at <http://www.ashevillenc.gov/Bids>. It is the vendor's responsibility to check this site to assure that the correct bid package is submitted.**
5. **BLACK OUT PERIOD:** 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 bid opening 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.
6. **GENERAL REQUIREMENTS:** The proposed product shall be new, unused, commercial and manufacturer's latest production model or production model specified and furnished complete and ready for use as required by the terms of these specifications.
The product furnished shall be the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications.
All design, materials, and workmanship shall in every respect be in accordance with the best current practices in the industry and all materials used shall be new.
7. **QUALITY:** At its option, and in lieu of immediate termination, the City of Asheville may request corrective action by written notice to the awarded bidder. The awarded bidder may repair or replace any defective goods or correct performance. This corrective action must be initiated within thirty (30) days of notice or as noted in the corrective action. Exercise of this option shall not relieve awarded bidder of any liability to the City's Comm/Reg Entertainment Facility Department for damages sustained by virtue of awarded bidder's breach. Acceptable quality is defined by this bid spec and the regulatory requirements at time of bid.

Bid Submitted By: Company _____ Rep. Name _____

8. **MINOR DEVIATIONS/EXCEPTIONS TO SPECIFICATIONS:** Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however all proposed minor deviations must be explained in detail and submitted within the exceptions to specifications, time frame identified herein if applicable.
9. **POSTPONEMENT OF BID:** The City of Asheville reserves the right to postpone bid openings for its own convenience. If the City offices are closed or if the bid is postponed, the bid opening will be rescheduled for another day. Please check the city's website for details: <http://AshevilleNC.gov/bids>
10. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as non-responsive. The City of Asheville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Asheville of non-responsiveness.
11. **PREPARATION OF FORMS:** All bids must be submitted on forms provided. Figures should be written in ink or typewritten. Any changes on the original bid should be made in ink and initialed by the person signing the bid. **NOTE:** If there are discrepancies between unit price quoted and extensions the unit price will prevail.
12. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
13. **GOVERNING LAW AND JURISDICTION:** The parties acknowledge that this Agreement is made and entered into in Asheville, North Carolina, and will be performed in Buncombe County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).
- By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Buncombe County, North Carolina.
14. **ASSIGNMENT:** During the performance of the contract, the successful bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville. In the event of assignment, an assignability letter must be sent to the City of Asheville Purchasing Division.
15. **MATERIAL WARRANTY AND SERVICE:** USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MODELS OR MATERIALS ARE NOT ACCEPTABLE. Vendor 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. The awarded vendor will be responsible for all regularly scheduled maintenance and requirements outlined by the manufacturer to maintain any and all warranties. It is the vendor's responsibility to notify the City of Asheville if a part is not available or not compatible. If an extended warranty is available for any equipment that is submitted please include that information along with cost.
16. **DELIVERY:** Delivery of order shall be made F.O.B.: Destination, City of Asheville, Harrahs Cherokee Center, 87 Haywood Street, Asheville, NC 28801. All freight charges are included in the unit price and no additional freight charges will be accepted. **Vendor must call 24 hours in advance to schedule delivery time.**
17. **INSPECTION/ACCEPTANCE:** Upon delivery, all items must be inspected to verify conformance with specifications by a supervisory staff member of the Comm/Reg Entertainment Facility Department at the City of Asheville's Harrahs Cherokee Center before being accepted. The items must meet or exceed the specifications as agreed to and stated by the vendor. The city reserves the right to refuse an order based upon the inspection by said COA representative without incurring any charges. Any defects or failure of items to perform or comply

Bid Submitted By: Company _____ Rep. Name _____

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.

18. **CONFLICT OF INTEREST:** Any possible conflict of interest (e.g., employed by The City of Asheville, etc.) and the nature of that conflict should be disclosed to the City during the bid process. The City of Asheville's decision regarding any questions of conflict of interest shall be final.
19. **REQUIRED DOCUMENTATION:** All bids shall be complete and signed by an authorized agent.
20. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added to the invoice.
21. **VENDOR APPLICATION:** Bidders are asked to submit a vendor application. Bidders may fill out and submit the form from the City's website at the following link:
<https://www.ashevillenc.gov/departments/purchasing/vendor-registry/>. Please include commodity codes on your application.
22. **E-VERIFY EMPLOYER COMPLIANCE:** 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/>.
23. **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.
24. **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.
25. **EVALUATION:** The evaluation of bids is based on the lowest, responsive, responsible bidder that meets specification requirements and taking into consideration past performance, service record, and reliability. The City reserves the right to waive minor deviations in its judgment, if to do so would be in the best interest of the City based upon NC General Statute 143-129.

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 due date.

Discount Terms are NOT a consideration in award.

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

Upon completion of bid evaluation, notification of award letter will be sent to successful bidder followed by a purchase order.

Bid Submitted By: Company _____ Rep. Name _____

26. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bid and any addenda thereto, plus the issuance of an AWARD LETTER to the successful bidder.
27. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused - resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
28. **BID OPENING PROCESS:** The City will hold in-person bid openings as well as virtual. Bid Openings may be attended in person or viewed virtually at the time and date noted for the bid opening. There is a Google meeting link on the City's bid page for those who would like to watch it virtually. If you have any questions concerning the meeting link please contact Tawnya Vess at 828226-7808.
29. **SUBMITTAL OF BIDS INCLUDING ALTERNATE/MULTIPLE BIDS:**
All bids should be submitted in a sealed (glued/taped) envelope, the outside should be clearly marked with the bid number and the date and time scheduled for the opening of the bid.

Hand Delivery of Bids: Bids may be delivered to the Purchasing bid drop box located inside City Hall at the Security Station. The drop box is labeled "Formal Bid Dropbox".

No hand delivery of bids to individuals.

Courier Delivery such as UPS or FedEx: All courier deliveries are to be addressed to

City of Asheville
70 Court Plaza (Security Station)
Asheville, NC 28801
Attn: "Tawnya Vess"
Bid # FBR 1683-25 REBID (2)

Date/Time bid is due: 3:00 p.m., September 5, 2024

Bidders to submit one (1) **original bid package**. When submitting **multiple or alternate bids**, each bid must be submitted in separate envelopes to be considered.

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE WHATEVER METHOD OF DELIVERY IS USED THAT THE BID IS RECEIVED ON TIME.**

30. **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 SENT TO ACCOUNTING. Cash discounts will be deducted as provided, or in accordance with the terms of your quotation or bid. DISCOUNT PERIOD WILL DATE FROM RECEIPT OF INVOICE OR RECEIPT OF GOODS, WHICHEVER IS LATER. NET 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 separate items on the invoice.

MAIL INVOICE TO: CITY OF ASHEVILLE ACCOUNTING DIVISION P.O. BOX 7148, ASHEVILLE, N.C. 28802 OR EMAIL TO ACCOUNTS PAYABLE AT APAYABLE@ASHEVILLENC.GOV

Bid Submitted By: Company _____ Rep. Name _____

BID REQUEST NO. FBR 1683-25 REBID (2)

NON-COLLUSION STATEMENT
PORTABLE NCAA-FIVB VOLLEYBALL FLOOR
FOR THE CITY OF ASHEVILLE

THE UNDERSIGNED AFFIRMS THAT THE BID MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER BID FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD:

THAT _____ (FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE, AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS BID, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE BID SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS BID BY THE CITY OF ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS BID AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____