



REQUEST FOR BIDS
INFORMAL BID REQUEST NO. **IBR 1684-25**

SPALDING PORTABLE VOLLEYBALL SET
FOR THE CITY OF ASHEVILLE

QUESTIONS DUE BY: FRIDAY, AUGUST 16, 2024
By 3:00 PM LOCAL TIME

BID DUE DATE:
FRIDAY, AUGUST 23, 2024
AT 3:00 PM LOCAL TIME
(Informal Bid, No Public Bid Opening)

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
70 COURT PLAZA, CITY HALL, 1ST FLOOR SUITE 100C
ASHEVILLE, NC 28801
PHONE: (828) 259-5954
TAWNIA VESS, PURCHASING SPECIALIST

BIDS ARE NOT SEALED AND MUST BE
EMAILED TO: COAPurchasingBidSubmittals@ashevillenc.gov

NOTE: IF EMAIL IS DELAYED BEYOND THE DATE AND HOUR SET, THE BID WILL NOT BE
CONSIDERED

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

City of Asheville Purchasing Division extends an invitation for the submission of bids to supply the City of Asheville with a Portable Volleyball Set. Pursuant to General Statutes of North Carolina, Section 143-131, 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 email to Purchasing at COAPurchasingBidSubmittals@ashevillenc.gov until 3:00 p.m. Friday, the 23rd day of August, 2024.** This is not a public bid opening, bids are simply due by this date and time at the specified location.

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

CITY OF ASHEVILLE, N. C.
Tawnya Vess, Purchasing Specialist
(828) 226-7808

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>SPALDING PORTABLE VOLLEYBALL SET FOR THE CITY OF ASHEVILLE PER THE ATTACHED SPECIFICATIONS AND TERMS AND CONDITIONS.</p> <p><u>QUESTIONS/EXCEPTIONS DUE BY: 3:00 P.M., FRIDAY, AUGUST 16, 2024</u></p> <p><u>ALL QUESTIONS AND EXCEPTIONS REQUEST NEED TO BE EMAILED TO COAPurchasingBidSubmittals@ashevillenc.gov</u></p> <p><u>(Exceptions also include any issues with the specifications, unavailable options, etc)</u></p> <p>Bidders are advised to review all documents contained in this Request for Bids prior to submitting a bid. Also bidders need to check the website for any issued addenda before submitting a bid.</p> <p><u>Unit pricing must include shipping/delivery charge. No additional charges for shipping or delivery will be allowed.</u></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 FORM**Unit pricing must include shipping/delivery charge.****No additional charges for shipping or delivery will be allowed.**

BID ITEM NO.	QTY.	UOM	ITEM DESCRIPTION	COST
1	1	Each	Spalding Portable Volleyball Set per Item 1 specifications	\$ _____
			Standard Warranty: No. of Years _____	\$ _____
			TOTAL:	\$ _____
			Delivery _____ days from receipt of order	

Company Name: _____ Signature: _____

**SPECIFICATIONS
ITEM #1 - PORTABLE VOLLEYBALL SET**

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.

<u>SPECIFICATION</u>	<u>COMPLIES</u>	<u>IF NO: DEVIATES AS NOTED</u>
Item 1: Portable Volleyball Set System		
A) Spalding Model Number: 438165		
Designed to be used where floor plates are not available or in a tournament setting for easy set up and transport		
System Includes the Following::		
1. 408048 Antenna Package		
2. 434203 39"Quick Set Net		
3. 438206 Ref Side Pad Package		
4. 438207 Non Ref Pad Package		
5. 438365 Non Ref VB Portable		
6. 438280 PVB Winch Upright		
7. 438281 PVB Non-Winch Upright		

Company Name: _____ Signature: _____

**CITY OF ASHEVILLE PURCHASING DIVISION
TERMS AND CONDITIONS FOR
SPALDING PORTABLE VOLLEYBALL SET**

1. **SUMMARY:** Bidders please note: This request for bids includes provisions for the City of Asheville to purchase Spalding Portable Volleyball Set. 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 Terms and Conditions specific to this Informal Bid Request and the stated Specifications. 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 bid, 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 100C, P. O. Box 7148, Asheville, North Carolina 28802. Telephone 828-259-5954. All correspondence and inquiry should be made to COAPurchasingBidSubmittals@ashevillenc.gov
4. **CLARIFICATION/EXCEPTIONS REQUESTS:** Requests for changes in specifications, approved equals, clarifications and all questions regarding this document must be in writing and addressed to Tawnya Vess, Purchasing Specialist with the City of Asheville Purchasing Division. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. **Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.** 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. **Please do not submit bid prior to the exceptions date as an addendum may be issued and your bid could be non-responsive.**
5. **ADDENDUM:** If it becomes necessary to revise any part of the bid, a written addendum will be posted for all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their bid. All addenda are to become a part of the bid documents and subsequent contract award(s). Addenda must be signed and returned for bid to be considered.
6. **QUALITY:** At its option, and in lieu of 30 day 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. Any repetitive issues may be cause for immediate termination. Exercise of this option shall not relieve the awarded bidder of any liability to the City's Fleet Division of the Public Works Department for damages sustained by virtue of the awarded bidder's breach. Acceptable quality is defined by this bid spec and the regulatory requirements at time of bid
7. **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
8. The City of Asheville reserves the right to postpone bid openings for its own convenience.

9. **BIDDERS SUBMITTALS:** Bidders to submit bid by email to Tawnya Vess at COAPurchasingBidSubmittals@ashevillenc.gov. Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. **All documents submitted should bear the name of the bidder.**

NOTE: IF E-MAIL OF BID IS DELAYED BEYOND THE DATE AND HOUR SET, THE BID WILL NOT BE CONSIDERED.

10. **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.
11. **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.
12. **BIDDERS QUALIFICATIONS:** By submitting a bid, the bidder represents that they are fully experienced and properly qualified to provide product and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service.
13. **REQUIRED DOCUMENTATION:** All bids shall be complete and signed by an authorized agent.
14. **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.
15. **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
16. **ACCEPTANCE:** Upon delivery the equipment will be subject to inspection to verify conformance with specifications by the staff of the Harrahs Cherokee Center 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.
17. **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.
18. **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.
19. **VENDOR REGISTRY:** Bidders are asked to submit vendor information. Bidders may register as a vendor on the City's website at the following [link](#). Please include commodity codes on your application.

20. **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/>.
21. **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.
22. **DELIVERY:** Delivery shall be made F.O.B.: Destination, City of Asheville, Harrahs Cherokee Center, 87 Haywood Street, Asheville, NC 28801. Vendor must call 24 hours in advance to schedule delivery time.
23. **ASHEVILLE BUSINESS INCLUSION OFFICE:**
 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.
24. **STANDARD OF AWARD:** 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 143-131.
- 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.
- 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. When there are options on equipment, bid awards will be based on Lowest Base Price plus Options of the lowest responsive, responsible bidder.
- Upon completion of bid evaluation, notification of award letter will be sent to successful bidder followed by a purchase order.
25. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and any addenda thereto, plus the issuance of a City of Asheville Award Letter signed by both parties for the proposed goods and/or services shall constitute a binding contract.
26. **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.

27. **ASSIGNMENT**: During the performance of the contract the 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.
28. City requests all bids be made firm for no less than thirty (30) days.
29. **INVOICES AND PAYMENTS**: ALL INVOICES AND PACKAGES MUST BEAR A PURCHASE ORDER NUMBER. Rejected materials will be returned to the Vendor at the Vendor's risk and expense. Cash discounts will be deducted as provided herein, 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 from State and Local Sales Tax. This tax must be shown as separate items on the invoice.** Purchases for resale are covered by resale exemption No. 901-1-011-12821. SEND INVOICE TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802 OR EMAIL TO APAYABLE@ASHEVILLENC.GOV