

CITY OF ASHEVILLE NORTH CAROLINA



INFORMAL BID REQUEST NO. IBR 1024-17
FOR METER RIMS & LIDS
FOR THE CITY OF ASHEVILLE

**BID DUE DATE: WEDNESDAY, AUGUST 31, 2016
3:00 PM LOCAL TIME**

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
70 COURT PLAZA SUITE 100C
ASHEVILLE, NC 28801
PHONE: (828) 259-5954
BEATRICE ABERNATHY, PURCHASING SPECIALIST

BIDS ARE **NOT** SEALED AND CAN BE DELIVERED TO THE PURCHASING DIVISION OFFICE
LOCATED AT 70 COURT PLAZA SUITE 100C, ASHEVILLE, NC 28801, FAXED TO (828) 259-5440
OR E-MAILED TO BABERNATHY@ASHEVILLENC.GOV

City of Asheville Purchasing Division extends an invitation for the submission of bids to supply the City of Asheville with apparatus, supplies, materials, or equipment as indicated below. 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 until 3:00 p.m. on Wednesday, the 31st day of August, 2016.

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

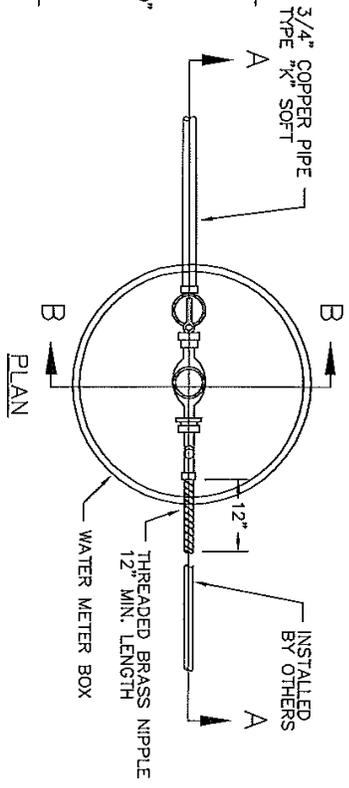
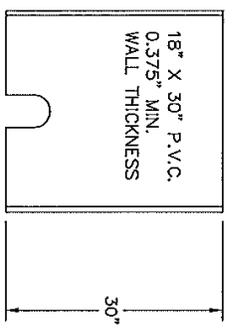
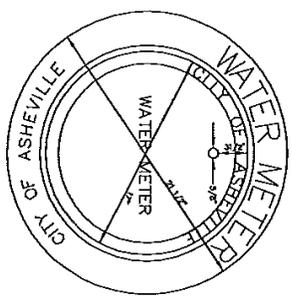
CITY OF ASHEVILLE, N. C.
Beatrice Abernathy, Purchasing Specialist

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

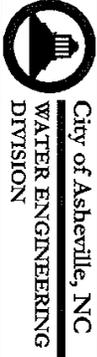
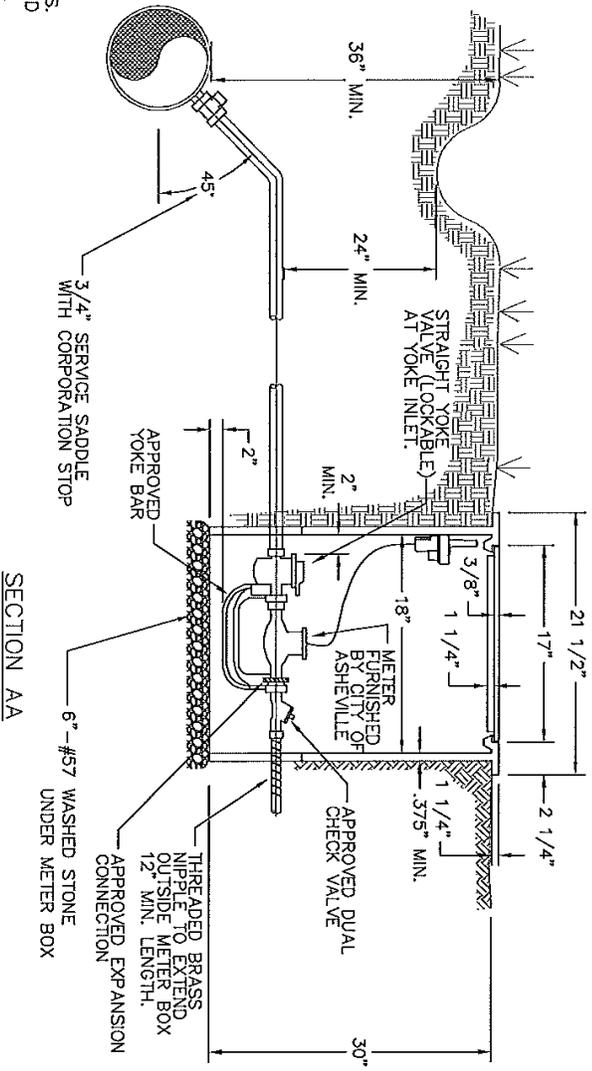
NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

QUANTITY	NAME OF ARTICLES	UNIT PRICE	NET TOTAL
<p>Estimated 700 sets for 12 mth period</p>	<p>BID REQUEST to establish a 12 MONTH TERM CONTRACT to furnish the City of Asheville Central Stores Warehouse with the following materials. Orders will be placed against this contract on an as needed basis.</p> <p>Cast Iron Water Meter Box Rims and Lids per City of Asheville specifications and drawings; minimum weight accepted - 54 lbs. per set; "CITY OF ASHEVILLE" to be cast in rim and lid as shown on drawing; PLEASE NOTE THAT DRAWING SHOWS THAT LIDS ARE TO BE FURNISHED WITHOUT THE 2 INCH ROUND ACCESS HOLE. The following manufacturer's are currently approved for use and will be considered for award under this request for bid:</p> <p>SOUTHEASTERN DISTRIBUTORS FB17#2, CAPITAL FOUNDRY (RBA) #FB17#3CAP, ACCUCAST #7150, STAR PIPE PRODUCTS- MBASHEVILLE SIGMA CORPORATION METER BOX RIM AND LID (Part # MB-621)</p> <p>5/8" WATER METER BOX RIM/LID per the City of Asheville drawing W.01 shown on page 2.</p> <p>Orders to be shipped in CRATES or palletized and secured; shipments to permit offloading by forklift; (NOTE- no loading dock)</p> <p>Bid: Mfg'r _____ Style or Drawing No. _____</p> <p>Initial delivery for 200 rims/lids can be made _____ days after receipt of order. Above pricing will be held firm for a period of _____ days for additional orders.</p>	<p>\$ _____</p>	<p>\$ _____</p>
Company Name		Bid Submitted By:	
Address		Title	
City State Zip		Email Address	
Telephone No.		Fax No.	
Web Address		Federal Taxpayer ID No.	
Delivery _____ calendar days after receipt of order		Payment Terms _____%Discount if paid within _____ days Net _____	

CAST IRON RING & COVER



- GENERAL NOTES:
1. THIS DETAIL WILL APPLY TO ALL DOMESTIC WATER SERVICE TRANSFERS AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS AND SHOWN ON THE ENGINEERING DRAWINGS.
 2. ALL METER SERVICE FITTINGS AND APPURTENANCES IN CONTACT WITH WATER SHALL BE LEAD FREE TYPE PRODUCTS.
 3. CAST IRON RING & COVER MIN WEIGHT 54 LBS. "CITY OF ASHEVILLE" LOGO ON BOTH RING AND COVER TOP OF UID-ANTI-SKID GRID SURFACE.



City of Asheville, NC
WATER ENGINEERING
DIVISION

5/8" - 3/4" WATER METER BOX

DATE	REVISIONS	DESCRIPTION
6/2009	REVISED	DETAIL FROM 6.01

STD. NO.
W.01

CITY OF ASHEVILLE PURCHASING DIVISION**SPECIAL TERMS AND CONDITIONS FOR
CAST IRON WATER METER RIMS AND LIDS
FOR THE CITY OF ASHEVILLE CENTRAL STORES**

1. **SUMMARY:** Bidders please note; this request for bids and proposals includes provisions for the City of Asheville to purchase **RIMS AND LIDS** for term of 12 months, with the option to renew for an additional 6 or 12 months if agreed upon between the vendor and the City of Asheville after the initial term of the contract. Bids are to be submitted in accordance with the enclosed specifications and these Special 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 Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated. Orders will be placed on an as needed basis throughout the term of this contract.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Special Terms and Conditions specific to this Request for Bid and the 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 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 100C, P.O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address. Telephone number 828-259-5950, Fax number 828-259-5440.
4. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be in writing and addressed to the City of Asheville Purchasing Division to Beatrice Abernathy by e-mail babernathy@ashevillenc.gov. 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 whatever source are of no effect.
5. **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
6. The City of Asheville reserves the right to postpone bid openings for its own convenience.
7. **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.
8. **BIDDERS SUBMITTALS:** 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.

9. **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.
10. **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.
11. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.
12. **SUBMITTALS:** Bidders to submit one (1) original bid package. Fax responses are acceptable and may be sent to (828) 259-5440. E-mail responses are encouraged and sent to babernathy@ashevillenc.gov.
13. **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: www.ashevillenc.gov. Look under the **WORKING** tab, select "Purchasing & Contracting" and select "Vendor Application & Commodity Listing" from the list of options. Directions for submittal are available on this page. Please include commodity codes on your application.
- NC 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?EntityId=2719996&Type=Nonprofit%20Corporation> and submit a copy to Purchasing immediately after it is received.
- Iran Divestment Act of 2015**
Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Request for Quote which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
14. **DELIVERY:** Delivery shall be made F.O.B. Destination (Freight prepaid and allowed): City of Asheville Central Stores, 200 Bingham Road, Asheville, NC 28806. All deliveries to be a maximum of thirty (30) days from receipt of order to release shipment.
15. **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 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). **Registered minority bidders are notified that they must show proof of minority or woman business status if they are not registered with the NC Office of Historically Underutilized Businesses. The City recognizes other minority registrations as well for our 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.
16. **EVALUATION AND SELECTION OF BIDS:** The statutory provisions controlling purchasing by local governments in N. C. (RE: G.S. 143) includes selection standards for use in making awards. The provision reads, "All contracts, shall be awarded to the lowest responsible bidder, taking into consideration quality, performance and the time specified in the bids for performance of the contract."

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 award or awards in the best interest of the City of Asheville.

17. **AD VALOREM TAXES:** 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. **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 a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
19. **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.
20. **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.
21. All bids shall be made firm for no less than ninety (90) days.
22. **PURCHASE OF ADDITIONAL REQUIREMENTS:** The City reserves the right to purchase additional quantities of materials specified herein during the period of firm pricing. Any purchase of materials at established prices after the period of firm pricing will be subject to bidder's acceptance
23. **INVOICES AND PAYMENTS:** ALL INVOICES AND PACKAGES MUST BEAR THIS 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 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

8/17/2016