



THE CITY OF  
**ASHEVILLE**

NORTH CAROLINA

**ADDENDUM NO. 1**

REQUEST FOR BIDS  
FORMAL BID REQUEST NO. **FBR WW1555-24**  
**8/24/2023**

**REPAIR CLAMPS AND COUPLINGS**  
FOR THE CITY OF ASHEVILLE  
WATER WAREHOUSE

**QUESTIONS/EXCEPTIONS DUE BY: FRIDAY, SEPTEMBER 1, 2023**  
**By 3:00 PM LOCAL TIME**

**BID OPENING DATE: THURSDAY, SEPTEMBER 14, 2023**  
**AT 3:00 PM LOCAL TIME**

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION  
70 COURT PLAZA, CITY HALL, 1<sup>ST</sup> FLOOR  
ASHEVILLE, NC 28801

BIDS ARE TO BE **SEALED** AND  
HAND DELIVERED TO THE CITY OF ASHEVILLE'S FORMAL BID DROPBOX  
LOCATED IN THE CITY HALL SECURITY STATION OR SENT BY UPS OR FEDEX  
TO THE CITY OF ASHEVILLE  
70 COURT PLAZA, SECURITY STATION, ASHEVILLE, NC 28801

**IF MAIL OR DELIVERY IS DELAYED BEYOND THE DATE AND HOUR SET FOR THE BID  
OPENING, THOSE BIDS WILL NOT 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**

**ADDENDUM NO. 1**  
**PURCHASING DIVISION**

Bid Request No. FBR WW1555-24

Date: **August 24, 2023**

**REQUEST FOR BIDS FOR  
 VARIOUS PARTS FOR WAREHOUSE  
 FOR THE CITY OF ASHEVILLE**

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 14, 2023 at which time they will be publicly opened and read.**

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

CITY OF ASHEVILLE, N. C.

**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>TERM CONTRACT TO ESTABLISH A VENDOR(S) TO PROVIDE ESTIMATED 12 MONTH QUANTITY OF REPAIR CLAMPS AND COUPLINGS to be used by the City of Asheville Water Warehouse for the Asheville Water System. Quantities shown represent the City's best estimate of need to meet demand for a period of 12 months. <b>The City seeks a contract with firm pricing from the date of award for a period of 12 months. Items will be ordered on an as needed basis. Any stocked product at the end of the contract will be reviewed.</b></p> <p style="text-align: center;"><b>ITEMS WILL BE AWARDED BY SECTION</b></p> <p style="text-align: center;"><b>QUESTIONS/EXCEPTIONS REQUESTS DUE BY: 3:00 P.M., FRIDAY, SEPTEMBER 1, 2023</b></p> <p style="text-align: center;"><b>ALL QUESTIONS AND EXCEPTIONS REQUESTS MUST BE E-MAILED TO <a href="mailto:WATERWAREHOUSEBIDS@ASHEVILLENC.GOV">WATERWAREHOUSEBIDS@ASHEVILLENC.GOV</a></b></p> <p style="text-align: center;"><b>(Exceptions also include any issues with the specifications, unavailable options, etc)</b></p> <p style="text-align: center;"><b>BIDS DUE BY 3:00 P.M., THURSDAY, SEPTEMBER 14, 2023</b></p>	
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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.
Specify Delivery to City calendar days after receipt of order on each bid page	Payment Terms: Net _____ Discount: _____ % Net _____

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
REQUEST FOR FORMAL BIDS**

Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION ONE - SEMI CIRCLE REPAIR CLAMPS (SEMI CIRCLE OR W/O INSERT STYLES)</b>					
1	140	3/4" x 3" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
2	140	3/4" x 6" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
3	120	3/4" x 12" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
4	100	1" x 3" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____

COMPANY NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
REQUEST FOR FORMAL BIDS**

Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION ONE - SEMI CIRCLE REPAIR CLAMPS (SEMI CIRCLE OR W/O INSERT STYLES) (CONTINUED)</b>					
5	100	1" x 6" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
6	100	1" x 12" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
7	40	1 1/4 x 6" Stainless Steel repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
8	120	2" x 3" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____

COMPANY NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
REQUEST FOR FORMAL BIDS**

Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION ONE - SEMI CIRCLE REPAIR CLAMPS (SEMI CIRCLE OR W/O INSERT STYLES) (CONTINUED)</b>					
9	120	2" x 6" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
10	120	2" x 12" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
11	60	1 1/2" x 3" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
12	60	1 1/2" x 6" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____

COMPANY NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
REQUEST FOR FORMAL BIDS**

Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION ONE - SEMI CIRCLE REPAIR CLAMPS (SEMI CIRCLE OR W/O INSERT STYLES) (CONTINUED)</b>					
13	60	1 1/2" x 12" Stainless Steel Repair Clamp per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
<b>TOTAL SECTION ONE</b>					\$ _____
<b>SECTION TWO - COUPLING CLAMP</b>					
14	15	2" x 6" COUPLING LEAK CLAMP; FCC-238 OD 2.38 Length 5" per specs on pages 12-13  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
<b>TOTAL SECTION TWO</b>					\$ _____
<b>SECTION THREE - FULL CIRCLE REPAIR CLAMPS</b>					
15	60	6" x 7 1/2" Full Seal Repair Clamp; O.D 6.84 - 7.24 per specs on pages 14-15  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____

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**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
REQUEST FOR FORMAL BIDS**

Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION THREE - FULL CIRCLE REPAIR CLAMPS (CONTINUED)</b>					
16	40	6" x 12 1/2" Full Seal Repair Clamp; O.D 6.84 - 7.24 per specs on pages 14-15  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
17	40	6" x 15" Full Seal Repair Clamp; O.D 6.84 - 7.24 per specs on page  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
18	40	6" x 7 1/2" Full Seal Repair Clamp; O.D 7.05-7.46 per specs on pages 14-15  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
19	30	6" x 12 1/2" Full Seal Repair Clamp; O.D 7.05-7.46 per specs on pages 14-15  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____

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**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
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Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION THREE - FULL CIRCLE REPAIR CLAMPS (CONTINUED)</b>					
20	30	6" x 15" Full Seal Repair Clamp; O.D 7.05-7.46 per specs on pages 14-15  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
21	40	8" x 7 1/2" Full Seal Repair Clamp; O.D 8.99 - 9.39 per specs on pages 14-15  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
22	40	8" x 12 1/2" Full Seal Repair Clamp; O.D 8.99 - 9.39 per specs on pages 14-15  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
23	40	8" x 15" Full Seal Repair Clamp; O.D 8.99 - 9.39 per specs on pages 14-15  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____

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**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
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Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION THREE - FULL CIRCLE REPAIR CLAMPS (CONTINUED)</b>					
24	30	8"x7.5" CLAMP (9.2-9.6 OD)per specs on pages 14-15  MFG'R: _____ PRODUCT # _____ LEAD TIME: _____	Each	\$ _____	\$ _____
25	30	8"x12" CLAMP (9.2-9.6 OD) per specs on pages 14-15  MFG'R: _____ PRODUCT # _____ LEAD TIME: _____	Each	\$ _____	\$ _____
26	30	8"x15" CLAMP (9.2-9.6 OD) per specs on pages 14-15  MFG'R: _____ PRODUCT # _____ LEAD TIME: _____	Each	\$ _____	\$ _____
27	30	12" x 15" Full Seal Repair Clamp; O.D 13.1 - 13.5 per specs on pages 14-15  MFG'R: _____ PRODUCT # _____ LEAD TIME: _____	Each	\$ _____	\$ _____
<b>TOTAL SECTION THREE</b>					\$ _____

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Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION FOUR - GRIPPING COUPLING (ROMAC ALPHA XL ONLY)</b>					
28	25	6 x 12 Ductile Iron Body Restraint Coupling with Grippers; O.D. 6.90 - 7.1 per specs on pages 16-17  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
29	25	8 x 12 Ductile Iron Body Restraint Coupling with Grippers; O.D. 9.05 - 9.40 per specs on pages 16-17  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
<b>TOTAL SECTION FOUR</b>					\$ _____
<b>SECTION FIVE - NON RESTRAINED REPAIR COUPLING (HYMAX 2 ONLY)</b>					
30	10	2" Hymax 2 Non-Restrained Repair Coupling per specs on pages 18-19  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____

COMPANY NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
REQUEST FOR FORMAL BIDS**

Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION FIVE - NON RESTRAINED REPAIR COUPLING (HYMAX 2 ONLY) (CONTINUED)</b>					
31	20	4" Hymax 2 Non-Restrained Repair Coupling per specs on pages 18-19  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
32	50	6" Hymax 2 Non-Restrained Repair Coupling per specs on pages 18-19  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
33	40	8" Hymax 2 Non-Restrained Repair Coupling per specs on pages 18-19  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
<b>TOTAL SECTION FIVE</b>					\$ _____
<b>SECTION SIX- CAST REPAIR COUPLINGS</b>					
34	12	4" x 12" Cast Coupling per specs on pages 20-21  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____

COMPANY NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

**CITY OF ASHEVILLE, NORTH CAROLINA  
PURCHASING DEPARTMENT  
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Item No.	Estimated 12 Month Quantity	Description	UOM	Unit Price	Extended Price
<b>SECTION SIX - CAST REPAIR COUPLINGS (CONTINUED)</b>					
35	40	6" x 12" Cast Coupling per specs on pages 20-21  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
36	40	8" x 12" Cast Coupling per specs on pages 20-21  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
37	20	10" x 12" Cast Coupling per specs on pages 20-21  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
38	20	12" x 12" Cast Coupling per specs on pages 20-21  MFG'R: _____  PRODUCT # _____  LEAD TIME: _____	Each	\$ _____	\$ _____
<b>TOTAL SECTION SIX</b>					\$ _____

COMPANY NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

**BID ITEMS #1 - 14 - REPAIR CLAMPS 3/4" - 2"**

Minimum technical specifications for Repair Clamps 3/4" - 2" for the City of Asheville. All Repair Clamps shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

BID ITEM #	SPECIFICATIONS	COMPLIES	IF NO: DEVIATES AS NOTED
1-14	<b>SPECIFICATIONS:</b>		
	Leak repair clamps shall meet or exceed the performance specifications of:		
	a. ASTM Standards A536 Ductile Iron		
	b. 18-8 type 304 Stainless Steel		
	c. Gasket shall be securely glued or imbedded in the band of the clamp to ensure a positive seal against the pipe		
	d. Gasket shall have ribbed surface		
	<b>MATERIAL:</b>		
	<b>Lugs:</b>		
	a. Ductile Iron per ASTM Standards A536		
	b. Stainless Steel, 18-8 Type 304		
	<b>Bolts, Nuts &amp; Washers:</b>		
	a. 316 Stainless Steel		
	<b>Gasket:</b>		
	a. EPDM (ethylene propylene)		
	b. Nitrile Buna-N (Acrylonitrile Butadiene (NBR))		
	c. Viton; Fluorel (FKM)		
	<b>Coating:</b>		
	a. Ductile Iron: Shop Coat		
	b. Stainless Steel: None		
	<b>DESIGN:</b>		
	a. For Patching Holes in Iron Pipe Size O.D. Pipe		
	<b>WIDTH OF CLAMP/NUMBER OF BOLTS:</b>		
	a. 3": One (1) Bolt		
	b. 6" Two (2) Bolts		
	c. 12": Four (4) Bolts		

**BID ITEMS #1 - 14 - REPAIR CLAMPS 3/4" - 2" (CONTINUED)**

Minimum technical specifications for Repair Clamps 3/4" - 2" for the City of Asheville. All Repair Clamps shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

<b>BID ITEM #</b>	<b>SPECIFICATIONS</b>	<b>COMPLIES</b>	<b>IF NO: DEVIATES AS NOTED</b>
1-14	<b>RESTRICTIONS:</b>		
	a. For Repairs to existing, in-service pipelines		
	b. 3/4" to 2"		
	<b>APPROVED MANUFACTURERS:</b>		
	a. Ford FSC Series		
	b. Mueller 201 & 301 Series		
	c. Romac SC & SCC Series		
	d. Smith Blair 245 & 244 Series		

**BID ITEMS #15 - 27 - FULL SEAL REPAIR CLAMPS 4” THRU 12”**

Minimum technical specifications for Full Seal Repair Clamps, 4” - 12” for the City of Asheville. All Repair Clamps shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer’s latest production model.

**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 complies, put a check mark in the appropriate box.

BID ITEM #	SPECIFICATIONS	COMPLIES	IF NO: DEVIATES AS NOTED
15-27	<b>SPECIFICATIONS:</b>		
	Full circle leak repair clamps shall meet or exceed the performance specifications of:		
	a. ASTM Standards A536 Ductile Iron		
	b. 18-8 type 304 Stainless Steel		
	c. Gasket shall be securely glued or imbedded in the band of the clamp to ensure a positive seal against the pipe		
	d. Gasket shall have ribbed surface		
	<b>MATERIAL:</b>		
	<b>Lugs:</b>		
	a. Ductile Iron per ASTM Standards A536		
	<b>Band:</b>		
	a. Stainless Steel, 18-8 Type 304		
	<b>Bolts, Nuts &amp; Washers:</b>		
	a. Low alloy steel per AWWA C111		
	<b>Gasket:</b>		
	a. EPDM (ethylene propylene)		
	b. Nitrile Buna-N (Acrylonitrile Butadiene (NBR))		
	c. Viton; Fluorel (FKM)		
	<b>Coating:</b>		
	a. Ductile Iron: Shop Coat		
	b. Stainless Steel: None		
	<b>DESIGN:</b>		
	a. For patching full circle holes in cast iron pipe size O.D. pipe		

**BID ITEMS #15 - 27 - FULL SEAL REPAIR CLAMPS 4" THRU 12"**  
**(CONTINUED)**

Minimum technical specifications for Full Seal Repair Clamps 4" - 12" for the City of Asheville. All Repair Clamps shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

<b>BID ITEM #</b>	<b>SPECIFICATIONS</b>	<b>COMPLIES</b>	<b>IF NO: DEVIATES AS NOTED</b>
15-27	<b>RESTRICTIONS:</b>		
	a. For Repairs to existing, in-service pipelines		
	<b>APPROVED MANUFACTURERS:</b>		
	a. Ford F1 Series		
	b. Mueller 500 Series		
	c. Romac CL1 Series		
	d. Smith Blair 226 Series		

**BID ITEMS #28 - 29 - REPAIR COUPLING/RESTRAINED/TRANSITION (4" THRU 16")**

Minimum technical specifications for Repair Coupling/Restrained/Transition Couplings (4" thru 16") for the City of Asheville. All Restrained Couplings shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

BID ITEM #	SPECIFICATIONS	COMPLIES	IF NO: DEVIATES AS NOTED
28-29	<b>SPECIFICATIONS:</b>		
	Restraining transmission repair sleeves or couplings shall meet or exceed the performance specifications of:		
	a. Shall connect two plain end pipes of dissimilar or similar diameters		
	b. Shall join pipes with diameter differences as listed in "Minimum Required Coupling Size Range" in a single coupling kit		
	c. Shall have a gasket for water service in accordance with ASTM D2000		
	d. NSF-61 for gaskets and coatings		
	e. Shall be pressure rated for a minimum working pressure of 350 psi		
	f. Material supplied must have ISO 9001 or later certification, or poured in a foundry located in the U.S.A.		
	<b>MATERIAL:</b>		
	<b>End Ring &amp; Sleeve Body:</b>		
	a. Carbon Steel		
	b. Ductile Iron		
	<b>Grippers:</b>		
	a. Ductile Iron		
	b. Meeting or exceeding ASTM A536		
	<b>Bolts &amp; Nuts:</b>		
	a. 304 Stainless Steel with No-Gall Coating		
	<b>Gasket:</b>		
	a. SBR (styrene butadiene)		
	b. Nitrile Buna-N (Acrylonitrile Butadiene (NBR))		

**BID ITEMS #28 - 29 - REPAIR COUPLING/RESTRAINED/TRANSITION (4" THRU 16")**  
**(CONTINUED)**

Minimum technical specifications for Repair Coupling/Restrained/Transition Couplings (4" thru 16") for the City of Asheville. All Restrained Couplings shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

BID ITEM #	SPECIFICATIONS	COMPLIES	IF NO: DEVIATES AS NOTED
28-29	<b>Coating:</b>		
	a. Coupling Body & End Rings: NSF-61 fusion bonded epoxy		
	b. Nitrile Buna-N (Acrylonitrile Butadiene (NBR))		
	<b>RESTRICTIONS:</b>		
	a. For repairs to existing, in-service pipelines ONLY		
	b. Shall only be used when solid sleeve or equal fitting will not fit due to larger OD		
	<b>APPLICATION:</b>		
	a. For leak repairs to join two plain end pipes of dissimilar or similar diameters		
	b. For use on cast iron to ductile iron		
	<b>APPROVED MANUFACTURERS:</b>		
	a. Romac Alpha XL ONLY		

**BID ITEMS #30-33 - CAST REPAIR COUPLING NON-RESTRAINED (4" THRU 12")  
HYMAX 2 ONLY**

Minimum technical specifications for Cast Repair Coupling Non-Restrained (4" thru 12") for the City of Asheville. All Restrained Couplings shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

BID ITEM #	SPECIFICATIONS	COMPLIES	IF NO: DEVIATES AS NOTED
30-33	<b>SPECIFICATIONS:</b>		
	Non-Restraining transmission repair sleeves or couplings shall meet or exceed the performance specifications of:		
	a. Shall connect two plain end pipes of dissimilar or similar diameters		
	b. Shall join pipes with diameter differences as listed in "Minimum Required Coupling Size Range" in a single coupling kit		
	c. NSF-61 for gaskets and coatings		
	d. Shall be pressure rated for a minimum working pressure of 250 psi		
	e. Material supplied must have ISO 9001 or later certification, or poured in a foundry located in the U.S.A.		
	<b>MATERIAL:</b>		
	<b>End Ring &amp; Sleeve Body:</b>		
	a. Carbon Steel		
	b. Ductile Iron		
	<b>Bolts &amp; Nuts:</b>		
	a. 304 Stainless Steel with No-Gall Coating		
	b. High strength low alloy steel per ASTM A242 and AWWA C111		
	<b>Gasket:</b>		
	a. EPDM (ethylene propylene)		
	b. SBR (styrene butadiene)		
	c. Nitrile Buna-N (Acrylonitrile butadiene (NBR))		
	d. Viton; Fluorel (FKM)		

**BID ITEMS #30-33 - CAST REPAIR COUPLING NON-RESTRAINED (4" THRU 12")**  
**HYMAX 2 ONLY (CONTINUED)**

Minimum technical specifications for Repair Coupling/Non-Restrained/Transition (4" thru 12") for the City of Asheville. All Restrained Couplings shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

BID ITEM #	SPECIFICATIONS	COMPLIES	IF NO: DEVIATES AS NOTED
30-33	<b>Coating:</b>		
	a. Coupling Body & End Rings: NSF-61 fusion bonded epoxy		
	<b>RESTRICTIONS:</b>		
	a. For repairs to existing, in-service cast pipelines ONLY		
	b. Shall not be used where joint restraint is required		
	<b>APPLICATION:</b>		
	a. For leak repairs to join two plain end pipes of dissimilar diameters		
	b. For use on cast iron and AC pipe only		
	<b>APPROVED MANUFACTURERS:</b>		
	a. FORD FC2A-L 12 End ring Black DI to Cast, 4 in - 12 in (White/Gray end ring when specified for larger OD CastO		
	<b>b. HYMAX 2, 4 in - 8 in ONLY</b>		
	c. ROMAC 501 End rings (Black) 4 in to 12 in		
	d. ROMAC MACRO HP Two-bolt wide range only, 4 in - 12 in		
	e. SMITH-BLAIR 462 12 in long sleeve, 4 in - 12 in		

**BID ITEM #34-38 - CAST REPAIR COUPLING NON-RESTRAINED (4" THRU 12")**

Minimum technical specifications for Cast Repair Coupling Non-Restrained (4" thru 12") for the City of Asheville. All Restrained Couplings shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

BID ITEM #	SPECIFICATIONS	COMPLIES	IF NO: DEVIATES AS NOTED
34-38	<b>SPECIFICATIONS:</b>		
	Non-Restraining transmission repair sleeves or couplings shall meet or exceed the performance specifications of:		
	a. Shall connect two plain end pipes of dissimilar or similar diameters		
	b. Shall join pipes with diameter differences as listed in "Minimum Required Coupling Size Range" in a single coupling kit		
	c. NSF-61 for gaskets and coatings		
	d. Shall be pressure rated for a minimum working pressure of 250 psi		
	e. Material supplied must have ISO 9001 or later certification, or poured in a foundry located in the U.S.A.		
	<b>MATERIAL:</b>		
	<b>End Ring &amp; Sleeve Body:</b>		
	a. Carbon Steel		
	b. Ductile Iron		
	<b>Bolts &amp; Nuts:</b>		
	a. 304 Stainless Steel with No-Gall Coating		
	b. High strength low alloy steel per ASTM A242 and AWWA C111		
	<b>Gasket:</b>		
	a. EPDM (ethylene propylene)		
	b. SBR (styrene butadiene)		
	c. Nitrile Buna-N (Acrylonitrile butadiene (NBR))		
	d. Viton; Fluorel (FKM)		

**BID ITEM #34-38 - CAST REPAIR COUPLING NON-RESTRAINED (4" THRU 12")  
(CONTINUED)**

Minimum technical specifications for Repair Coupling/Non-Restrained/Transition (4" thru 12") for the City of Asheville. All Restrained Couplings shall fully comply with specifications as shown below. Product shall be new, unused and manufacturer's latest production model.

**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 complies, put a check mark in the appropriate box.

BID ITEM #	SPECIFICATIONS	COMPLIES	IF NO: DEVIATES AS NOTED
34-38	<b>Coating:</b>		
	a. Coupling Body & End Rings: NSF-61 fusion bonded epoxy		
	<b>RESTRICTIONS:</b>		
	a. For repairs to existing, in-service cast pipelines ONLY		
	b. Shall not be used where joint restraint is required		
	<b>APPLICATION:</b>		
	a. For leak repairs to join two plain end pipes of dissimilar diameters		
	b. For use on cast iron and AC pipe only		
	<b>APPROVED MANUFACTURERS:</b>		
	a. FORD FC2A-L 12 End ring Black DI to Cast, 4 in - 12 in (White/Gray end ring when specified for larger OD CastO		
	b. HYMAX 2, 4 in - 8 in ONLY		
	c. ROMAC 501 End rings (Black) 4 in to 12 in		
	d. ROMAC MACRO HP Two-bolt wide range only, 4 in - 12 in		
	e. SMITH-BLAIR 462 12 in long sleeve, 4 in - 12 in		

**PRICE INDEX INFORMATION  
(REQUIRED)**

**In order to allow any price adjustments**, the price index and baseline must be completed; otherwise, the prices will remain firm for the additional 12 months options term of the contract.

Price increases will be based on either the industry standard index for this commodity or the other indices shown below it. If there is more than one index utilized you must advise the percentage for each one. Preferred detailed from the <https://www.census.gov/epcd/www/naics.html> NAICS Codes:

Industry Standard Index for (Commodity)::\_\_\_\_\_

Producers Price Index:\_\_\_\_\_

Fuel Index:\_\_\_\_\_

If price increases are based on different indexes than those listed above, then indicate those indexes below.

\_\_\_\_\_

Advise what your baseline is or what the last published month's information is.

\_\_\_\_\_

COMPANY NAME:\_\_\_\_\_ SIGNED:\_\_\_\_\_

**CITY OF ASHEVILLE  
PURCHASING DIVISION  
TERMS AND CONDITIONS**

1. **INTENT:** Bid to establish a TWELVE MONTH CONTRACT with a vendor(s) to furnish the City of Asheville Water Warehouse with the following materials: **Repair Clamps & Couplings**. Orders will be placed against the resulting contract on an as needed basis. Minimum order quantities are identified for each item and should be available to the City within the requested delivery time. Delivery requested as soon as possible after receipt of order. Quantities shown are an estimated six (6) month requirement. The City reserves the right to adjust these quantities up or down, within reason, without penalty and further reserves the right to not place an order for any item during the term of the contract. Products proposed must meet specifications as established by the Water Resources Department for the City of Asheville for use in the Asheville Water Distribution System as shown on Pages 15-28.
2. **DETAILED SPECIFICATIONS:** Detailed specifications are included within the bid request. Bids to be submitted in accordance with these specifications and Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment 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 bidder's proposal as though they were specifically stated.
3. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, 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.
4. **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.
5. **QUESTIONS OR CLARIFICATIONS REQUESTS:** Questions and clarifications must be received by the City of Asheville in writing. Any and all questions and requests should be e-mailed to [waterwarehousebids@ashevillenc.gov](mailto:waterwarehousebids@ashevillenc.gov) The subject of the e-mail shall read "FBR WW1555-24 QUESTIONS/CLARIFICATIONS TO BID REQUEST".

**QUESTIONS/CLARIFICATIONS ARE DUE BY: 3:00 PM LOCAL TIME ON FRIDAY, SEPTEMBER 1, 2023.**

**Conditional or qualified bids shall be considered non-responsive.**

**Please do not submit a bid prior to the exceptions date as an addendum may be issued and your bid could be non-responsive.**

**Exceptions also include any issues with the specifications, unavailable options, etc.**

5. **QUESTIONS OR CLARIFICATIONS REQUESTS: (Continued)**

**If any Product Numbers do not match the description please bring that to our attention during this exceptions period. Any errors in the delivered product will be the awarded vendor's responsibility to cure.**

6. **ADDENDUM:** 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.

If it becomes necessary to revise any part of the bid, a written addendum will be posted on the City's website 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.

7. **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: "Beatrice Abernathy"  
Bid # FBR WW1555-24

Date/Time bid is due: 3:00 p.m., THURSDAY, SEPTEMBER 14, 2023

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.**

8. The City of Asheville reserves the right to postpone bid openings for its own convenience.. Please check the city's website for details: <http://AshevilleNC.gov/bids>
9. **COMPLIANCE WITH RULES AND REGULATIONS:** All products furnished throughout the period of this contract shall be in compliance with any and all requirements established or set forth by AWWA, ASTM AND ANSI or any other body that has authority to establish requirements for such product.
10. **BIDDERS QUALIFICATIONS:** By submittal of 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.

11. **GENERAL REQUIREMENTS:** The proposed products shall be new, unused 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.

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.

12. **After initial lead time, delivery is expected within 10-14 days and if stocking is required to meet this delivery time please stock according to the length of the contract, i.e. 6 months, 8 months, 12 months listed, and your internal lead times.**

If the successful bidder stocks items to cover the term of the contract, the City of Asheville will not be responsible for MORE than the quantity indicated at the beginning of the term contract. For example, if we indicate a quantity of 100 will be ordered over the contract period and only purchase part of that quantity, we will purchase the balance of the 100 at CONTRACT PRICING at the end of the contract.

13. **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.**

14. **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 nonresponsive.

15. **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 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.

16. **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.

17. **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.

18. **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.

19. **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 Proposals 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.
20. **INDEMNIFICATION:** CONTRACTOR shall indemnify and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liabilities, losses, costs, claims, damages, expenses, attorney fees, judgments and awards that are proximately caused by the negligent acts or omissions of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR.
- The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.
- 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.
21. **VENDOR REGISTRY:** Bidders are asked to submit vendor information. Bidders may register as a vendor on the City's website at the following link: <https://selfservice.ashevillenc.gov/vss/> Please include commodity codes when registering. 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.
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 divestments lists.
24. **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.
25. **PREPARATION OF FORMS:** All bids must be submitted on the forms provided. Figures should be written legibly in **ink or typewritten**. Any changes on the original bid should be made in ink and initialed by the person signing the proposal.
26. **DEADLINE FOR RECEIPT OF BIDS:** The date and time that the bids are due is specified in the bid document. Bids received after that time will not be considered.
27. **DELIVERY OF MATERIALS:** Delivery shall be made F.O.B.: City of Asheville Water Warehouse, 200 Bingham Road, Asheville, North Carolina 28806.

28. **QUALITY:** At its option, and in lieu of immediate termination, the City of Asheville may request the awarded bidder to replace any defective goods or correct performance by written notice to awarded bidder. In that event, the awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach expense prior to acceptance by the City. Any discrepancies between the product and the specifications will require vendor to replace product or correct discrepancies at their cost.
29. **ACCEPTANCE:** Upon delivery the product will be subject to inspection to verify conformance with specifications by City of Asheville staff. The product must meet or exceed the specifications as agreed to and stated by the vendor. Any defects or failure of product to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own cost.
30. **PERFORMANCE:** In the event that the awarded bidder is unable to meet the delivery terms of the contract, the City of Asheville reserves the right to order product from an alternate source. In this event, the original awarded vendor will be charged back for the difference in cost between the awarded contract price and the price paid by the City of Asheville to support its facilities.
31. In the event of a supply shortage, the vendor is required to notify the City of Asheville in writing immediately to communicate the situation and provide a supply/delivery plan to avoid supply interruptions.
32. **FORCE MAJEURE:** Please note, delivery performance is critical to the City due to the isolated area we are located in. A declaration of Force Majeure will have no effect on the delivery requirements as set forth in the bid.
33. **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 to specifications, in its judgment, if to do so would be in the best interest of the City based upon NC General Statute 143-129.

**If there is a discrepancy between unit price and extended price, the unit price will prevail.**

The City reserves the right to: (1) contact a Bidder for clarification, and (2) 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.

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

34. **FALSE OR MISLEADING STATEMENTS:** If in the City's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the vendor the entire proposal may be rejected.

35. **COMMERCIAL GENERAL LIABILITY INSURANCE:** 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.

36. **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](mailto: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.
37. **DELINQUENT 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.
38. City requests all bids be made firm for no less than thirty (30) days.

39. **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 is not exempt from State and Local Sales Tax. This tax must be shown as separate items on invoices. Purchases for resale are covered by resale exemption No. 901-1-011-12821. **ALL INVOICES ARE TO BE SENT TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802 OR EMAILED TO APAYABLE@ASHEVILLENC.GOV**

BID REQUEST NO. FBR WW1555-24

**NON-COLLUSION STATEMENT**

REPAIR CLAMPS AND COUPLINGS  
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: \_\_\_\_\_