



354-RFB-24-11

## REQUEST FOR BIDS

for

### Large Diameter Fittings & Valves (Rebid)

To be opened 1:00 PM (ET), November 2, 2023

Pursuant to General Statutes of North Carolina, as amended, sealed bids, subject to the conditions and specifications herein, are invited for furnishing the following apparatus, supplies, materials, equipment. All bids will be received by the Town of Cary Purchasing Division electronically until the date and time stated above, at which time the sealed bids will be publicly opened virtually and read.

BY: Ryan O'Dell, Assistant Purchasing & Contracts Manager

DATE: October 23, 2023

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS DOCUMENT WITH THE ITEMIZED ATTACHMENT 2**

GRAND TOTAL (AS IDENTIFIED IN ATTACHMENT 2)	\$

ESTIMATED DATE ALL GOODS DELIVERED	
WARRANTY OF MATERIAL	

Do the products submitted for bid meet the exact specifications listed herein? ☐ YES ☐ NO

This company is a certified Historically Underutilized Business (HUB) by the North Carolina Department of Administration HUB Office. ☐ YES ☐ NO

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTICE TO BIDDERS: Do not include taxes in your bid proposal pricing. Any and all tax imposed upon any article on which you are bidding are only to be shown as separate line items on invoices, and in no case are taxes to be included with your bid price. Failure to comply with these conditions will be considered grounds for rejection.

In compliance with the above request for bids and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within \_\_\_\_\_ days from the date of the opening, to furnish any or all of the items upon which prices are quoted at the price set opposite each item within \_\_\_\_\_ days after receipt of order, unless otherwise specified.

COMPANY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME PRINTED OR TYPED: \_\_\_\_\_

CONTACT NAME (if different than above): \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### ***BIDDER'S CHECKLIST***

- ☐ Be aware of the virtual bid opening date and time as indicated on the first page of this proposal.
- ☐ You must submit **bids in electronic format via eVP**. No hard copy bids will be accepted.
- ☐ All signatures must be by a company officer or agent who is authorized to enter and sign bid documents.
- ☐ Have you read and understood the "Terms and Conditions" and the "Instructions to Bidders" for submitting a bid to the Town?
- ☐ Have you read and do you completely understand all the specifications of this bid proposal?
- ☐ Does your submitted bid meet all the specifications listed herein?
- ☐ If an addendum to the specifications was issued, has it been returned with this bid proposal (indicating acceptance of the information contained within)? Failure to do so may result in your submittal being deemed unresponsive.
- ☐ Have you submitted statements explaining any exceptions made to the specifications? (If applicable)
- ☐ Have you included cutsheets and dimensional drawings for the MATERIALS submitted for bid (Section 3)
- ☐ Have you submitted a memo outlining any additional discounts available? (if applicable)
- ☐ Have you read and agree to comply with the Federal or Grant funding Terms and Conditions found in Attachment 1?
- ☐ Have you included a memo confirming proposed materials comply with NCDOT requirements for construction materials?

# ***INSTRUCTIONS TO BIDDERS***

## **1. PURPOSE:**

The purpose of this document is to provide general and specific information for the use by suppliers in submitting a bid to supply the Town of Cary with apparatus, supplies, material, and equipment, and/or services listed above. All bids and contracts are governed by Town policy, and /or by Section 143-129 of the North Carolina General Statutes.

## **2. BID SCHEDULE:**

Listed below are the dates and times by which stated actions must be taken or completed. The Town may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are Eastern standard times.

Action	Time	Date
Bid issued	----	October 23, 2023
Deadline for Questions & Approved Equals	3:00 PM	October 27, 2023
Bids Due	1:00 PM	November 2, 2023
Anticipated Award	----	Early November 2023

## **3. BIDDER QUESTIONS:**

The Town is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this bid. The Bidder shall examine this bid to determine if the Town's requirements and terms and conditions are clearly stated. If, after examination of the various requirements and terms and conditions of this bid, the Bidder believes there are any requirements or terms and conditions which remain unclear or which restrict competition, the Bidder may request, in writing, that the Town clarify the requirement(s) and terms(s) and condition(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the requirements or conditions questioned by the Bidder.

Requests for clarification, technical questions and approval of alternate products to this bid must be received by the Town no later than the date shown above in Section 2, entitled "Bid Schedule", under *Deadline for Questions*. The Bidders' failure to request clarification and submit questions by the date in the bid schedule above shall be considered to constitute the Bidders' acceptance of all Town's requirements and terms and conditions. The Town shall issue addenda reflecting questions and answers to this bid, if any, and shall be posted to the eVP website at [North Carolina electronic Vendor Portal](#).

## **4. BID CONTACT:**

Any and all questions, concerns, request for additional information, and alternate product considerations shall be directed to the Town of Cary, Procurement Division to the attention of the Assistant Manager of Purchasing & Contracts:

Ryan O'Dell  
ryan.o'dell@carync.gov

## **5. HOW TO PREPARE BID PROPOSALS:**

Bidders are encouraged to carefully review all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

- a) **PROPOSAL FORM:** Submit prices and offers on the **BID PROPOSAL FORM(s)** provided herein. All bid proposals must be submitted and signed by the supplier or their authorized representative with all erasures or corrections initialed and dated by the authorized representative of the proposal.
  - i. The bidder shall indicate an approximate delivery date for each line-item detail listed on Attachment 2.

- ii. The bidder shall submit the subtotal of all goods on the bid proposal form and attach a quote with the line item details for each line listed on Attachment 2.

- b) **SIGNATURE**: All bids must be signed by an authorized official of the company on the **Bidders Signature Page**. A bid may be rejected if it shows omissions, alterations of form, additions not called for, conditional bid, or any irregularities.
- c) **TAXES**: Do not include taxes in your bid prices. Taxes must be itemized and added to invoices separately when invoicing the Town. The Town is required to pay sales tax. The Town is exempt from Federal Excise Tax and has a Federal Tax number.
- d) **MINORITY WOMEN BUSINESS ENTERPRISES (MWBE) POLICY**: The Town invites and encourages participation in this procurement process by certified Minority and Women-Owned Business Enterprises (MWBE) in accordance with North Carolina General Statute 143-129.
- e) **SUSTAINABILITY**: As stated in the 2017 Cary Community Plan, the Town has a commitment to promoting green practices that will promote an environmentally safe and desirable community for future generations. As such, we recognize our responsibility to minimize negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The Town recognizes that the types of products and services the Town buys have inherent social, human health, environmental and economic impacts, and asks that all vendors and bidders providing and proposing products and services to the Town, be mindful of the Town's commitment to sustainability and provide and propose products and services that embody this commitment whenever possible.
- f) **NONDISCRIMINATION POLICY**: It is the policy of the Town of Cary to promote the fair treatment of all individuals and provide them freedom from discrimination. No member of a protected class shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by Cary, including programs or activities that are funded in whole or in part with State or Federal funds, such as Coronavirus State and Local Fiscal Recovery Funds.

## 6. **HOW TO SUBMIT BID PROPOSALS**:

- a) Upload a complete set of your bid on the **BID PROPOSAL FORM** provided herein to the NC eVP website at [North Carolina electronic Vendor Portal](#).
- b) **NO PHYSICAL, EMAIL OR FAX BIDS WILL BE ACCEPTED.**

## 7. **BID OPENING**:

- a) The bid opening shall be held virtually via Webex. The meeting is scheduled for 12:55 PM EST (5 minutes prior to the bid opening). If planning to attend, please join the meeting early in case you have trouble connecting.
- b) All bidders are welcome to attend the bid opening virtually and can be accessed via the following credentials:

**Meeting link:**

[354-RFB-24-11](#)

**Meeting number:**

2341 293 4667

**Password:**

### More ways to join

Join by video system

Dial [23412934667@carync.webex.com](tel:23412934667)

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

Access code: 2341 293 4667

- c) All bids will be opened and read at the time shown on the enclosed Bid Proposal Form. No official award will be made during the Bid Opening. **LATE BIDS WILL NOT BE OPENED OR ACCEPTED.**
- d) Bidders may not review or request copies of bids at the Bid Opening. A request must be submitted to the purchasing supervisor via email.
- e) If you have difficulty joining or trouble with sound contact Webex and provide them the Meeting number.
- f) Bids will be examined by the Purchasing Supervisor and/or Bid Agent of the using department promptly after the opening and an award made as early as possible. No bids may be withdrawn after bid opening.

### 8. AWARD OF BID:

- a) Standard of Bid Award Acceptance: The Town reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the Town of Cary. The award shall be made to the lowest, responsive, responsible bidder, or bidders, taking into consideration quality, performance and the time specified in the bid for the performance of the contract.
- b) Bid Prices: All items and products proposed in response to this Bid are to be new, in un-used condition unless otherwise noted in the Minimum Specifications. All prices proposed in response to this Bid are to include all transport, freight, fuel surcharges and other fees if applicable and be delivered **FOB destination, freight prepaid and allowed** to the location provided on the Town Purchase Order if not otherwise instructed within the specifications section. All items are to be packaged, and shipped or delivered safely in a protective carton, fully assembled and serviced, ready for use and operation where applicable or otherwise described within the specifications. All supplies, equipment, and apparatus must meet all Federal, State, and Local safety regulations, requirements, and guidelines, such as OSHA, EPA, US DOT, NC-DOT, NFPA, UL, etc., if so regulated.
- c) Order of Precedence: In cases of conflict between sections and provisions within the Bid document, the Order of Precedence will be 1) the Special Conditions section specific to the Bid (if present); 2) the Minimum Specifications section specific to the Bid, 3) the Town of Cary Terms and Conditions; and 4) the Instructions to Bidders section of the Bid document.
- d) Payment Terms: Payment terms of Net 30 days from the date of receipt of correct invoice, or upon acceptance of goods whichever is later, will apply to all invoices. Payment term discounts will be allowed for prompt payments but will not be a consideration for award. All invoices are to be emailed to or delivered to **Town of Cary, Accounts Payable Division, PO Box 8049, Cary, NC 27512.**
- e) Bid Award Approval: The Town Manager has delegated authority from the Town Council to award

bids for supplies, equipment, and apparatus greater than \$90,000. Bids will be approved and awarded by the Town Manager or designee upon the recommendation by the Procurement Department.

**9. OBJECTION TO THE SPECIFICATIONS:**

It is not the intent of the bid specifications to exclude or limit competition or favor any supplier. If there is an objection to any of the specifications or requirements listed herein, the bidder must notify the Town of Cary Purchasing Supervisor, in writing, stating and listing the specifications and objections, no later than five (5) working days prior to the bid opening date. If a pre-bid meeting has been scheduled, any objections must be presented in writing at that time. The objections stated must pertain both to form and substance of the bid document. Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation. All concerns, questions, clarifications, or other correspondence must be directed only to the Town of Cary Assistant Manager of Purchasing & Contracts. Information obtained from other sources will not be considered in the evaluation and award of this bid.

**10. ERRORS IN BIDS:**

Bidders or their authorized representatives are expected to understand the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of an error in the extension of prices on the bid, the unit price shall govern.

**11. BID OPTIONS:**

The Town reserves the right to request pricing on optional equipment or additional items along with the pricing for the main or primary product or items when applicable. At the discretion of the Town, some or all the options requested may or may not be added and purchased based upon necessity and the availability of budgeted funds. The Bid Award will be made to the lowest, responsive, responsible bidder for the main or primary product or items listed on the Bid Proposal Form. Pricing for any additional options will be requested in a separate section of the bid and will not be included in the determination of the Bid Award.

**12. QUANTITIES:**

The Town of Cary reserves the right to adjust quantities as needed, and to add additional items and/or products as needed, as determined to be in the best interest of the Town. The quantities stated herein, for term or multi-year contracts are estimated, and may change to be more or less over the term of the contract.

**13. PRICE ADJUSTMENTS:**

**For Bids with fixed price contract periods**, it is the Town's intent to contract at a fixed price for a period of six (6) months, with an option to extend the contract for (5) additional six (6) month periods. The price proposed by the Bidder is to remain fixed for the first 1-year (12-month) period of the contract. Prices for additional extension term periods may be subject to a price increase or decrease if the price adjustment mirrors and reflects a previous industry wide adjustment for the product or item(s) specified in the Bid.

Any price increase or decrease will be adjusted to the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor, or other appropriate agreed upon price index. The amount of the increase or decrease will be determined by the difference between the latest price index available ninety (90) days prior to the end of the current contract year in effect, and the price index for the same month one year prior.

Any requested price increase must be fully documented and submitted to the Procurement Department at least sixty (60) days prior to the Bid contract anniversary date. Any approved price adjustment (increase or decrease) will then become effective upon the anniversary date of the contract at the start of the next term period.

The Town reserves the right to accept or to refuse any documented price adjustment submitted by the vendor/contractor for any reason as determined to be in the best interest of the Town. In the event the Town does not accept the proposed price adjustment for the extended term, the Bid contract will not be renewed,

and the Town will rebid the product or item(s). Any Bid contract extension is subject to the continuation of need and usage by the Town and the appropriation of funds.

**14. CONTRACT EXTENSIONS:**

The Town reserves the right to extend all bid contracts for up to five (5) additional six (6) month periods from the date of the award of the original bid, if agreed upon in writing by the contracted vendor. The contract extension(s) may be for additional quantities or for an additional period as agreed.

**15. TRADE SECRETS:**

This Bid document and all Bidders' responses and proposals received are considered public information, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to State Statute or other laws. Any section of the bidder's response package that is deemed to be a trade secret by the bidder shall be submitted in an envelope clearly marked "**TRADE SECRET INFORMATION- DO NOT DISCLOSE.**" The Town shall make a good faith effort to protect such confidential information.

**16. BID TABULATIONS:**

Bidders wishing to obtain a bid tabulation prior to the award of the bid may view and download tabulations from the North Carolina electronic Vendor Portal (eVP) website at [eVP](#). Tabulations should be posted within 48 hours (two workdays) after the public bid opening. From the Town's homepage, select the following in order to view bid tabulations: Business and Development, Bids and Proposals, select the link to the North Carolina Interactive Purchasing System, Search Bid Number, enter the desired bid number, and select Search. Bid tabulations only reflect the bids as read at the time of the bid opening and should not be considered an award. It is the Town's policy to furnish bid tabulations to all bidders.

**17. INVOICING:**

For prompt payment all invoices must include an accurate Purchase Order Number. Please submit invoices to TOWN OF CARY, PO BOX 3052, OREM, UT 84057 or electronically to [TownOfCaryAP@IPayables.com](mailto:TownOfCaryAP@IPayables.com) as a PDF attachment. Invoices not submitted following these instructions will result in delayed payment.

**18. TERMS AND CONDITIONS:**

Acceptance of the Town's Purchase Order includes acceptance of all applicable Terms and Conditions. The Town's Purchase Order Terms & Conditions are provided below for your information.



## TOWN OF CARY PURCHASE ORDER TERMS & CONDITIONS

1. **Vendor quotes or proposals are referenced for scope and pricing only.** These Town of Cary Purchase Order Terms & Conditions exclusively govern this transaction.
2. Cary may, at any time, insist upon strict compliance with these terms & conditions, notwithstanding any previous customer, practice, or course of dealing to the contrary. Acceptance of this order includes acceptance of all Cary terms, conditions, prices, delivery instructions, and specifications as shown on this order or attached to and made part of this order.
3. The conditions of this order cannot be modified except by written amendment in the form of a "Purchase Order Change" which has been approved by Cary's Purchasing Department.
4. All invoices are to be sent by email to: [TownOfCaryAP@IPayables.com](mailto:TownOfCaryAP@IPayables.com); or mailed to the following address: Town of Cary, PO Box 3052, Orem, UT 84057.
5. **All invoices must include a unique invoice number and this Purchase Order number.** Invoices submitted without unique invoice number or without the correct purchase order number will result in delayed payment.
6. The Vendor must provide separate invoices for each Purchase Order number.
7. Cary is not exempt from North Carolina State Sales Tax of Wake County Sales Tax. These taxes must be correctly itemized on the invoice for payment. Taxes are not listed on the Purchase Order.
8. Cary is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item from other taxes. Tax Exemption Certificates will be furnished upon request.
9. **Net purchases will be paid 30 days from the date of submitted invoice or upon acceptance of goods, whichever is later.** Payment term discounts will be deducted as provided for on the front of this Purchase Order or in accordance with the terms of your official quotation or bid.
10. **All packages must bear the correct Purchase Order number on the outside of each package or shipping container.**
11. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the Purchase Order. The Vendor is to prepay the shipping charges and add them to the invoice.
12. The risk of loss and damage to goods which are the subject of this order shall be the Vendor's responsibility until the goods are delivered to the destination set out in the order and accepted by Cary or its representative.
13. Cary shall not be responsible for any goods delivered without a Purchase Order having been issued.
14. Any rejected materials will be returned to the Vendor at the Vendor's risk and expense.
15. In the event of the Vendor's failure to deliver or perform as specified, Cary reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that Cary may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
16. In case of default of the Vendor, Cary may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.
17. It is agreed that the goods, materials, equipment, or services provided shall comply with all Federal, State or local laws, and that the Vendor shall defend actions or claims brought, and hold harmless, Cary, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
18. The Vendor acknowledges that it is the policy of Cary to avoid commercial promotion of products used by Cary or the vendors of such products. The Vendor accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon Cary's purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by Cary officers or employees.
19. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall exclusively be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
20. Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to Cary by the Vendor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Vendor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to Cary. The Vendor understands and agrees that Cary may take any and all actions



necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.

21. **Nondiscrimination.** To the extent permitted by law, the Vendor, its officers, employees, contractors, agents, successors, or permitted assigns, shall not discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.
22. **Indemnity.** To the fullest extent permitted by law, except to the extent caused by the sole negligence or willful misconduct of Cary, the Vendor shall indemnify and hold and save Cary, its officers, agents, and employees harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person or firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Purchase Order, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Purchase Order. This representation and warranty shall survive the termination or expiration of this Purchase Order. The Vendor shall indemnify and hold and save Cary, its officers, agents, and employees harmless from liability of any kind, including all claims, costs (including defense) and expenses, on account of the use of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Purchase Order.
23. **Force Majeure.** Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Purchase Order, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Purchase Order must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Purchase Order by this provision. Either party must resume performance of this Purchase Order as soon as is practicable after the end of a Force Majeure event.
24. **Cancellation.** Cary may terminate this Purchase Order at any time by providing written notice to the Vendor. The Vendor shall cease performance immediately upon receipt of such notice. In the event of early termination, the Vendor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to Cary. Notwithstanding the foregoing, in no event will the total amount due to the Vendor under this section exceed the total amount due to the Vendor under this Purchase Order.
25. **Miscellaneous.** The Vendor shall be responsible for the proper custody and care of any property furnished or purchased by Cary for use in connection with the performance of this Purchase Order, and will reimburse the Town for the replacement value of its loss or damage.
26. **E-Verify.** The Vendor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Vendor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of the Vendor's knowledge, any subcontractors employed by the Vendor as a part of this Purchase Order are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.
27. **Performance of Government Functions.** Nothing contained in this Purchase Order shall be deemed or construed so as to restrict or inhibit Cary's police powers or regulatory authority.
28. **No Waiver of Immunity.** Nothing in this Agreement shall be construed to mandate purchase of insurance by Cary pursuant to N.C.G.S. § 160A-485 or to in any way waive Cary's defense of governmental immunity from any cause of action alleged or brought against any party for any reason if otherwise available as a matter of law. No officer, agent, or employee of Cary shall be subject to any personal liability by reason of the execution of this Purchase Order or any other documents related to the transactions contemplated hereby.

# **MINIMUM SPECIFICATIONS**

## **1. GENERAL:**

These specifications have been written to establish contracted pricing for specific pipe and fittings (MATERIAL) in support of Cary Utility projects and a major water main project scheduled to begin within the next year. The selected MATERIAL shall adhere to all the following minimum specifications.

a) The specifications were not written to intentionally eliminate any one bidder. These minimum specifications were written in support of:

- [Section 6000](#) – Water Distribution System
- [Approved Products List](#) – Potable Water Distribution System
- NC DOT standards – As listed in Attachment 1

b) Pricing submitted for consideration shall be freight prepaid and add. Any price discrepancies outside of the submitted bid will be at the bidders' expense.

c) Cary is buying this MATERIAL for a future project because we recognize the delivery of some material is hard in the current supply chain. We expect delivery to be within the next twelve (12 months), but sooner if MATERIAL were to become available.

- Please include the estimated delivery date of each item on the attached itemized quote form (Attachment 2)

d) The pricing submitted shall include restraints for fittings and valves.

## **2. MATERIAL SPECIFICATION**

MATERIAL must be able to meet the minimum requirements outlined in the itemized quote (Attachment 2), [Section 6000](#) – Water Distribution System, and the [Approved Products List](#).

- Where not listed all materials shall be pressure class 350.

## **3. CERTIFICATION OF MATERIALS:**

Bidders must provide a memo with their submittal explaining MATERIAL furnished in association to this bid will comply with NCDOT requirements.

- Material certs must accompany each shipment to ensure all MATERIAL complies with these specifications and NCDOT requirements.
- CONTRACTOR shall submit cutsheets and dimensional drawings for each of the items submitted for bid (outlined in Attachment 2) with their bid.
- Following award, the CONTRACTOR must confirm all manufactured items are consistent with what has been submitted for bid. No material shall be ordered, fabricated or shipped until Cary returns the required submittal to the CONTRACTOR with satisfactory review indicated.

## **4. BID SUBMITTALS:**

All bids must be submitted using the itemized quote form (See Attachment 2), with the grand total from Attachment 2 being listed on the bid submittal form (Page 1).

- Failure to submit an itemized quote will deem the bid unresponsive and will not be considered for award.
- The bid will be awarded as a lot to one CONTRACTOR. To be considered CONTRACTORS must submit pricing for all items on the bid.
- If any fees exist, please include a memo describing that fee with the submitted bid and list it on Attachment 2. Any price discrepancies outside of the submitted bid will be at the bidder's expense.

## **5. DELIVERY:**

The MATERIAL shall be delivered between the hours of 8:00 AM and 5:00 PM Monday through Friday, excluding holidays. Should constraints prevent delivery within 72 hours of the original scheduled delivery date, the supplier shall contact the Town's primary contact and coordinate delivery as applicable.

- Each line item will be shipped complete. No partial deliveries for a line item shall be accepted.
- MATERIAL shall be delivered in as few shipments as possible.
- All material shipped by the awarded bidder will be shipped to:

ATTN: Crystal Penton – Wimberly Rd Valve Project  
Cary-Apex Water Treatment Facility (CAWTF)  
1400 Wimberly Road, Apex, NC 27523

- There is no loading dock access at delivery location. However, Cary will have equipment on site to unload MATERIAL.

- Cary requires a minimum of 48 hours advance notice of delivery to coordinate equipment for unloading MATERIAL.

- Winning bidder shall coordinate all deliveries with:

Crystal Penton, Project Manager - Utilities	<a href="mailto:crystal.penton@townofcary.org">crystal.penton@townofcary.org</a>	(919) 653-7164
JD Arnold, Water Treatment Facilities Manager	<a href="mailto:Joel.Arnold@carync.gov">Joel.Arnold@carync.gov</a>	(919) 362-5502
Ryan Lambert, Water Utility Maintenance Supervisor	<a href="mailto:Ryan.Lambert@carync.gov">Ryan.Lambert@carync.gov</a>	(919) 362-5502

## **6. REJECTION:**

The Town reserves the right to analyze delivered material upon arrival at the destination and reject such material for failing to meet one or more of the above-mentioned specifications or quality standards. All freight charges on rejected material shall be paid for by the successful bidder.

## **7. WARRANTY:**

The winning bidder shall guarantee MATERIAL for a minimum period of one (1) year from the date which the owner accepts the delivery.

- Please specify additional manufacturer warranty information on your submitted bid document



**TOWN OF CARY**  
North Carolina

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**ATTACHMENT 1**  
**FEDERAL TERMS AND CONDITIONS**

**The rest of this page left intentionally blank.**

## PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Any purchase from this award using Federal or State Grant funds are subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Town of Cary may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when the Town of Cary accesses Supplier's Equipment, Products, or Services with United States federal funds.

**A. EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 601.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

**B. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for The Town of Cary resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

### C. TERMINATION

*Termination/Suspension for Convenience of the Town.* Unless specifically provided otherwise, this Agreement may be terminated without cause by the Town and for its convenience upon ten (10) days written notice to Contractor. Town may order Contractor in writing to suspend, delay, or interrupt all or any part of Contractor's services for the convenience of Town.

*After Breach.* After seven (7) days written notice to the other party of its default or breach, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

*Compensation After Termination.* (a) In the event of termination for the convenience of the Town, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, plus an amount equal to (i) five percent (5%) of Compensation earned to date of termination or (ii) Contractor's unearned Compensation, whichever is less, less any costs or expenses incurred or anticipated to be incurred by the Town due to errors or omissions of Contractor. (b) In the event of termination by reason of a material breach by the Town, Contractor shall be entitled to the same Compensation as it would have received had the Town terminated for convenience, and the Contractor expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination. (c) In the event of termination by reason of a material breach by Contractor, Contractor shall be paid that portion of Compensation that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by Town due to errors or omissions of Contractor or by reason of the Contractor's breach.

*Provide Complete Documents.* Should Agreement be terminated for any reason, Town shall, nevertheless, have the right to require Contractor to (a) turn over to Town all finished or unfinished Documents and (b) perform such additional effort as may be necessary to provide professionally certified and sealed Documents and to deliver to Town such certified and sealed Documents with respect to any phase or item of the Contractor's Services, for which effort the Contractor shall be compensated in accordance with Agreement.

**D. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

**E. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

F. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED** (31 U.S.C. § 1352). For Awards over \$100,000, Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS**. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE**. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

H. **BUY AMERICAN PROVISIONS COMPLIANCE**. For awards over \$100,000, Supplier's must have the ability to comply, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

J. **ACCESS TO RECORDS** (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

K. **PROCUREMENT OF RECOVERED MATERIALS** (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

L. **FEDERAL SEAL(S), LOGOS, AND FLAGS**. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

M. **NO OBLIGATION BY FEDERAL GOVERNMENT**. The U.S. federal government is not a party to this Contract or any purchase by the Town of Cary and is not subject to any obligations or liabilities to the Town of Cary, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

N. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract.

O. **CONFLICTS OF INTEREST**. The Supplier must notify the Town of Cary as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the Town of Cary is able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

P. **DOMESTIC PREFERENCES FOR PROCUREMENTS**. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.



**TOWN of CARY**  
North Carolina

**ATTACHMENT 2**  
**Itemized Price Sheet**

QUANTITY	UOM	ITEM DESCRIPTION	UNIT PRICE DELIVERED	LINE TOTAL (unit price x Qty)	DELIVERY DATE
<b>Restrained Joint Fittings</b>					
2	EA	42" x 42" x 24" MJ tee			
2	EA	24" plain end x 6" MJ DIP reducer			
1	EA	42" long body solid sleeve			
1	EA	24" x 24" x 24" MJ tee			
1	EA	24" cap			
<b>Valves</b>					
1	EA	42" MJ gate valve with bevel gear			
1	EA	24" MJ gate valve with bevel gear			
<b>TOTAL (ALL LINES)</b>				\$	
<b>FEES (If applicable)</b>				\$	
<b>GRAND TOTAL (To be entered on the Bid submittal Form)</b>				\$	
<b>Please list the manufacturer of the pipe represented in this Bid submittal</b> <hr/>					



