



INFORMAL BID REQUEST NO. **IBR 1561-24**

STATION BREATHING AIR COMPRESSOR  
FOR THE CITY OF ASHEVILLE

**QUESTIONS/EXCEPTIONS DUE BY: WEDNESDAY, SEPTEMBER 13, 2023**  
**By 3:00 PM LOCAL TIME**

**BID DUE DATE: WEDNESDAY, SEPTEMBER 20, 2023**  
**AT 3:00 PM LOCAL TIME**

(Informal Bid, No Public Bid Opening)

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION  
70 COURT PLAZA, CITY HALL, 1<sup>ST</sup> FLOOR SUITE 100C  
ASHEVILLE, NC 28801  
PHONE: (828) 259-5954  
BEATRICE ABERNATHY, PURCHASING SPECIALIST

**BIDS ARE NOT TO BE SEALED AND MUST BE**  
**EMAILED TO:** [COAPurchasingBidSubmittals@ashevillenc.gov](mailto:COAPurchasingBidSubmittals@ashevillenc.gov)

**THIS BID WILL BE AWARDED TO ONE VENDOR**

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

**THIS IS NOT AN ORDER****CITY OF ASHEVILLE, N.C. FILE NO. IBR #1561-24 Page 1  
INFORMAL BID REQUEST**

City of Asheville Purchasing Division extends an invitation for the submission of bids to supply the City of Asheville with apparatus, supplies, materials, or equipment as indicated below. Pursuant to General Statutes of North Carolina, Section 143-131, bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work until 3:00 p.m. local time on WEDNESDAY, SEPTEMBER 20, 2023.

ISSUED BY  
Beatrice Abernathy  
Purchasing Specialist  
ISSUE DATE: 09/11/2023

Do not include Federal Excise, or Transportation taxes in your bid. N.C. Sales Tax must not be included in the bid but it may be shown separately. Delivery time may be considered in evaluating bids. The City reserves the right to accept or reject any or all bids. Final date of delivery of ALL items will be the date for determining cash discount deductions from the invoice. ALL BIDS MUST BE F.O.B. (Ship to address as shown herein). SHIPMENTS WILL NOT BE ACCEPTED ON A COLLECT BASIS.

**BIDS MUST BE RECEIVED BY: 3:00 PM, WEDNESDAY, SEPTEMBER 20, 2023**

**NAME OF ARTICLES**

STATION BREATHING AIR COMPRESSOR FOR THE CITY OF  
ASHEVILLE PER THE ATTACHED SPECIFICATIONS AND  
STANDARD TERMS AND CONDITIONS

**QUESTIONS/EXCEPTIONS DUE BY: 3:00 P.M., WEDNESDAY,  
SEPTEMBER 13, 2023**

**ALL QUESTIONS AND EXCEPTIONS REQUEST NEED TO BE  
E-MAILED TO [COAPurchasingBidSubmittals@ashevillenc.gov](mailto:COAPurchasingBidSubmittals@ashevillenc.gov)  
(Exceptions also include any issues with the specifications,  
unavailable options, etc)**

Bidders are advised to review all documents contained in this Request for Bids prior to submitting a bid. Also bidders need to check the website for any issued addenda before submitting a bid.

**Unit pricing must include shipping/delivery charge. No additional  
charges for shipping or delivery will be allowed.**

**The brand specified is the only acceptable brand.**

Company Name	Bid Submitted By:
Address	Title
City State Zip	Email Address
Telephone No.	Fax No.
Web Address	Federal Taxpayer ID No.
Delivery _____ calendar days after receipt of order	Payment Discount : _____ % _____ Net _____

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

Item No.	Quantity	Description		Unit Price
1	1	<b>PEG-102 Pegasus Compressor Package</b> per specifications on page 3  Standard Warranty _____  Delivery to City _____ calendar days after receipt of order	Each	\$ _____
2	1	<b>PEF-CO Pegasus CO Monitor</b> per specifications on page 3  Standard Warranty _____  Delivery to City _____ calendar days after receipt of order	Each	\$ _____
3	1	<b>SACF3 Stationary Three Position Containment Fill Station</b> per specifications on page 3  Standard Warranty _____  Delivery to City _____ calendar days after receipt of order	Each	\$ _____
4	1	<b>600014C - 4 Bottle ISO Cascade Storage</b> per specifications on page 3  Standard Warranty _____  Delivery to City _____ calendar days after receipt of order	Each	\$ _____
		<b>GRAND TOTAL</b>		\$ _____
5		<b>2 YEAR Annual Routine Service Plan and Air Quality Testing</b>		\$ _____

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

**STATION BREATHING AIR COMPRESSOR**

**Minimum technical specifications for a Station Breathing Air Compressor to be used by the City of Asheville Fire Department.**

**NOTE:** All bidders shall respond to each category below. Equipment shall be new, unused and manufacturer's latest production model. All Federal, State and OSHA requirements and standards shall be met.

**Review of bid specification sheets will focus on the compliance column with deviations noting where specifications exceed minimum requirements ONLY. Compliance deviations that do not meet or exceed the minimum requests will not be accepted.**

**NOTE:** All bidders shall respond to each category below. Any 'no' responses or deviations shall be explained in the space provided. If it complies, put a check mark in the appropriate box.

SPECIFICATION	COMPLIES	IF NO: DEVIATES AS NOTED
<b>Item 1 - One (1) PEG-102 Pegasus Compressor Package 208/3/60 VAC, 13 CFM 6000PSI with all standard equipment including specifications below:</b>		
1. 6000 psi - 10 horsepower		
2. Purification system matched to compressor output		
3. Fully enclosed cabinet for quiet operation		
4. Latching service access doors		
5. Color, touch-screen operator interface for simple, automated operation and monitoring with shut-down alarms and on-screen status messages		
6. Stallion Sample Tap System (STS) for easy air sample retrieval and a 27,000 cu. ft. purification system		
<b>Item 2 - One (1) PEF-CO Pegasus CO Monitor with all standard equipment including specifications below:</b>		
1. Calibration gas and regulator inclusive		
<b>Item 3 - One (1) SACF3 Stationary three position Containment Fill Station with all standard equipment including specifications below:</b>		
1. Accepts SCBA and SCUBA cylinders 80 cu ft complete with regulator, shut off valve and SCBA gauge.		
2. Individual shutoff valve for each point of fill.		
3. 4 Bank Air Control Panel		
<b>Item 4 - One (1) 600014C 4 Bottle ISO cascade storage</b>		
<b>Item 5 - 2 Year Service Plan</b> per the manufacturers recommendations, and Air Quality Testing per NFPA 1989 Standards. Successful vendor should be able to make any repairs and any warranty work if deemed necessary in Asheville, NC.		

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

**CITY OF ASHEVILLE  
PURCHASING DIVISION**

**STANDARD TERMS AND CONDITIONS**

1. **SCOPE:** This request for bids includes provisions for the City of Asheville to establish pricing for a Station Breathing Air Compressor for the Fire Department. 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.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING OFFICE:** This bid request is issued by the City of Asheville Purchasing Division, 70 Court Plaza Suite 100C, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address.
4. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be in writing and addressed to Beatrice Abernathy, Purchasing Specialist with the City of Asheville Purchasing Division. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division no later than 3:00 p.m., on Friday, March 3, 2023. **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.
5. **ADDENDUM:** If it becomes necessary to revise any part of the bid, a written addendum will be posted for all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their bid. All addenda are to become a part of the bid documents and subsequent contract award(s). Addenda must be signed and returned for bid to be considered.
6. **COMPLIANCE WITH RULES AND REGULATIONS:** The compressor furnished must comply with all applicable provisions of the Occupational Safety and Health Act (OSHA), the American National Standard Institute (ANSI) and the National Fire Protection Association (NFPA 1989).
7. **GENERAL REQUIREMENTS:** The proposed compressor 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.

7. **GENERAL REQUIREMENTS:(CONTINUED)** The compressor furnished shall be the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications. Specifications may require that certain makes and models of compressors, auxiliaries and/or accessories be provided.
- 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.
8. The City of Asheville reserves the right to postpone bid openings for its own convenience. In the event of **inclement weather** and/or the City offices are closed, the bid opening will be held at a later date. Please check the city's website for details: <http://AshevilleNC.gov/bids>
9. **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.**
10. **EXCEPTIONS REQUESTS:** Requests for changes in specifications, approved equals, questions and clarifications, must be received by the City of Asheville in writing. Any and all questions and requests should be e-mailed to Beatrice Abernathy, [COAPurchasingBidSubmittals@ashevillenc.gov](mailto:COAPurchasingBidSubmittals@ashevillenc.gov). The subject of the email shall read "IBR 1561-24 EXCEPTIONS TO BID REQUEST". **EXCEPTIONS ARE DUE BY: 3:00 PM LOCAL TIME ON WEDNESDAY, SEPTEMBER 13, 2023.**
- Any request for changes to specifications or an approved equal, must be fully supported with technical data, test results, or other pertinent information and evidence that the substitute offered is equal to, or better than, the specification requirement or your request will not be considered.**
- Bidder's failure to request exceptions to specifications or approved equals as stated above will be interpreted as the bidders' intent to comply fully with the requirements as written. 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.**
11. **BLACK OUT PERIOD:** Vendors must not make any contact with any City of Asheville Personnel other than those listed in the bid between the date the bid is issued and the actual bid opening date to ensure fairness to all vendors. There will also be no vendor contact during the evaluation period until after the contract award, unless the City has a need to seek clarification from a vendor regarding their bid.
12. **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).

12. **GOVERNING LAW AND JURISDICTION:(CONTINUED)** 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.
13. **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.
14. **ASSIGNMENT:** During the performance of the contract, the successful bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville. In the event of assignment, an assignability letter must be sent to the City of Asheville Purchasing Division.
15. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bids and any addenda thereto, plus the issuance of a City of Asheville Purchase Order for the proposed goods and/or services shall constitute a binding contract.
16. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.
17. **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.ashevollenc.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.
18. **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/>.
19. **IRAN DIVESTMENT AND ISRAEL BOYCOTT:** City of Asheville staff are responsible for verifying that the contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The City shall not contract with any company or their affiliates listed on these divestment lists.
20. The vendor shall be responsible for seeing that any and all laws of the State of North Carolina concerning certificate of origin, title, transit or transportation documents, et al, are complied with in all respects.
21. Where reference is made to equipment to be "furnished" or "provided" by the bidder these words shall be read to mean suitably installed on each piece of equipment.
22. **WARRANTY:** Bidder to include the warranty provisions as outlined in bid specifications.

23. **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.
24. **PREPARATION OF FORMS:** All bids must be submitted on the forms provided. Figures should be written in **ink or typewritten**. Any changes on the original bid should be made in ink and initialed by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
25. **DEADLINE FOR RECEIPT OF BIDS:** The date and time of the bid opening are specified in the bid document. Bids received after that time will not be opened.
26. **BIDDERS SUBMITTALS:** Bidders to submit bid by email to Beatrice Abernathy at [COAPurchasingBidSubmittals@ashevillenc.gov](mailto:COAPurchasingBidSubmittals@ashevillenc.gov). Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. **All documents submitted should bear the name of the bidder. NOTE: IF E-MAIL IS DELAYED BEYOND THE DATE AND HOUR SET, THE BID WILL NOT BE CONSIDERED.**
27. **DELIVERY OF COMPRESSOR:** Delivery shall be made F.O.B.: City of Asheville Fire Station No. 1 100 Court Plaza, Asheville, North Carolina 28801.
28. **INSPECTION, PERFORMANCE TEST AND ACCEPTANCE:**
- a. Upon delivery the compressor will be subject to inspection to verify conformance with specifications by the staff of the City's Fire Management Department. The item offered for bid must meet or exceed these specifications as agreed to and stated by the vendor. Vendor will bear the cost if the compressor does not meet specifications.
  - b. Acceptance inspection and performance testing will not take more than thirty working days, weather permitting. Any defects or failure of equipment to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor's own expense prior to acceptance by the City. If any units are canceled for non-acceptance, the needed compressor may be purchased elsewhere and the vendor may be charged any additional increase in cost and handling. Any discrepancies between the compressor and the specifications will require the dealer to replace the compressor or correct discrepancies at their cost.
29. **QUALITY:** At its option, and in lieu of immediate termination, the City of Asheville may request the awarded bidder to repair or replace any defective goods or correct performance by written notice to the awarded bidder. In that event, the awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve the awarded bidder of any liability to the City for damages sustained by virtue of the awarded bidder's breach.



30. **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. Best.

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.

31. **ASHEVILLE BUSINESS INCLUSION OFFICE:**

The City of Asheville has adopted the Asheville Business Inclusion Policy to encourage women and minority businesses' participation in the public bidding process. The purpose of this outreach effort is to increase the likelihood of availability and utilization of MWBEs in the award of contracts. Bidders are hereby notified that this bid is subject to that Policy's provisions. Questions regarding the Asheville Business Inclusion Policy may be directed to the Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 259-8050 or by email [abi@ashevillenc.gov](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.

32. **BIDDERS QUALIFICATIONS:** By submitting a bid, the bidder represents that they are fully experienced and properly qualified to provide equipment and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service. Bidder must be an authorized dealer of the manufacturer.
33. **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.

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. **STANDARD OF AWARD:** The evaluation of bids is based on the lowest, responsive, and responsible bidder that meets specification requirements including the deduction for the trade-in equipment (if applicable), taking into consideration past performance, service record, and reliability. The City reserves the right to: (1) contact a Bidder for clarification, (2) contact references listed, and (3) solicit information from any available source concerning any aspect of a Bidder's response. All bids shall be made firm for no less than sixty (60) days following the bid opening date. Discount Terms are NOT a consideration in the award.  
The City Asheville reserves the right to accept or reject any or all quotes and specifically reserves the right to make an award in the best interest of the City of Asheville. Upon completion of the evaluation, notification of award letter will be sent to the successful bidder for acknowledgement and acceptance followed by a purchase order.
36. **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 EMAIL TO APAYABLE@ASHEVILLENC.GOV**

BID REQUEST NO. IBR 1561-24

**NON-COLLUSION STATEMENT**

STATION BREATHING AIR COMPRESSOR  
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: \_\_\_\_\_