INVITATION TO BID ITB # 001-08W 2in Meter Setters

Bid Mailing Date

August 03, 2012

Bid Submittal Due Date

August 13, 2012 2:30 P. M. CT



<u>To</u>

Quinton Henderson
Warehouse Buyer
Purchasing Office
Central Arkansas Water
5300 South Shackleford Road
Little Rock, AR 72204
(501) 223-1562
2in Meter Setters
ITB 001-08

Sealed Bids signed and marked Invitation to Bid, Water Meters will be received at Central Arkansas Water, 5300 South Shackleford Road until <u>2:30 p.m., on Monday, August 13, 2012</u>, for water meters as described below. Central Arkansas Water desire to solicit qualified bids for the Meter Shop at 5300 South Shackleford Road location.

Background and General Information

Central Arkansas Water, (CAW) is a metropolitan system that serves a population of approximately 400,000. We have 123,500 residential, commercial, industrial and mastermetered customers in Pulaski, Saline and Grant counties. The contract will be administered by the Distribution Department.

Scope of Work

The successful Contractor will have the capability to provide products and/or services as specified in this Invitation to Bid. It is the intent of these specifications to describe the <u>minimum requirements</u> for water meters for the Distribution Department.

One original copy of the specification and pricing document, and W-9 are required to be returned. The original bid must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a bid being found non-responsive and given no consideration.

Attachments

Attachment One: Specifications and Pricing Document

Attachment Two: 2in Meter Setter Standards (**CAW WEBSITE**)
Attachment Three: Protection of Proprietary Information

Attachment Four: W-9

GENERAL PROVISIONS

Proposals

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration. CAW' preferred payment term is 2%N10. This Invitation for Bid shall result in a firm, fixed price contract. All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal. All bids must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Submission of Bids

Each bid must be submitted on the prescribed form in a sealed envelope with bid number, closing date and time on the outside. Each bid must be signed as indicated above. Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Invitation to Bid. The information requested and the manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, CAW reserves the right to declare as non-responsive, and reject any bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided. Any bid modifications or corrections thereof received after the closing time specified will not be considered. No telephone or facsimile of bids will be accepted. If a photo copy is to be submitted, it must be signed in original, in ink. If you do not bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

Term of Agreement

The term of this Agreement shall begin August 13, 2012 and end September 13, 2012.

Modification

The Agreement shall not be modified, except by written amendment, executed by all parties. Oral change orders are not permitted. No change in the Agreement shall be made unless CAW gives prior written approval. Any specification change not properly ordered by written modification to the Agreement executed by CAW shall be void at the sole option of CAW and CONTRACTOR shall be liable for all costs or expenses arising there from and/or for satisfactorily correcting or replacing same.

Proposal Postponement and Amendment

CAW reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective bidders. Prospective bidders are defined as those bidders listed on the CAW' Invitation to Bid list for this service, or who have obtained bid documents subsequent to the proposal advertisement. If the revisions and amendments require changes in quantities or prices proposed, or both, the date

set for opening proposals may be postponed by such number of days as in the opinion of CAW shall enable bidders to revise their proposals. In any case, the proposal opening shall be at least five (5) working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of proposals.

Single Bid Response

If only one bid is received in response to the Invitation to Bid, a detailed bid review may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the bid price in order to determine if the price is fair and reasonable.

Bid Withdrawal

After the bids are opened, bids may not be withdrawn for thirty (30) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the ITB. Written notices shall be received in the office indicated in this Invitation to Bid no later than the exact date/time for the bid opening. A written modification or withdrawal received in the designated office by mail or facsimile from the receiving office no later than the date/time set for the bid opening shall be considered if such message is confirmed by receipt of the Purchasing Manager.

<u>Award</u>

CAW reserves the right to accept bids, award bids and/or not award bids on individual items listed, on group items, or on the bid as a whole; to reject any and all bids, to waive any informality in the bid, and to accept the bid that appears from all consideration to be for the best interest of CAW. In determining and evaluating the best bid, the prices will not necessarily be controlling, but quality, equality, efficiency, general terms, delivery, suitability of service offered, and the reputation of the supplier will be considered with any other relevant factors. The Purchasing Manager shall be the sole judge in the determination of these matters. Notice of bid award, if bid is awarded, will be made within thirty (30) days of bid opening. Receipt of the official Purchase Order of CAW covering the services described in the ITB will indicate the award of the bid and a contract to purchase.

Contract Administration

Except as otherwise specifically provided in the ITB, and the resulting Purchase Contract or Purchase Order, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by certified mail or personal delivered to the office of the person identified.

State and Local Tax

Prices quoted shall not include State or Local Sales tax. Invoice billing will be paid at the current tax rate for North Little Rock, Arkansas in accordance with the contract payment schedule.

Payment Process

Payment to CAW will be made on a calendar-month basis in arrears. The CONTRACTOR shall submit invoice to CAW, Accounts Payable, P. O. Box 1789, Little Rock, AR 72203. **W-9 to be included with bid proposal.**

Legality

If any provisions of this Bid shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Bid Contents

This bid consists of the Bid document, provisions, specifications, attachments and other terms and conditions as are attached or incorporated by reference in the schedule of this Bid.

PLEASE NOTE THAT AN ELECTRONIC COPY OF ALL DOCUMENTS IS AVAILABLE FOR DOWNLOAD FROM CAW WEBSITE AT: http://www.carkw.com, Procurement/Bids, Purchasing, and then select from the Current Open Bids for Central Arkansas Water.

Bid Pricing

Contract price will remain firm thru September 13, 2012.

Bid Evaluation

The Warehouse Buyer and CAW Department Head will review all bids submitted and select the top bidder based on price, product quality, and delivery. The results will be submitted to the Board of Commissioners for final approval. The Central Arkansas Water Board of Commissioners reserves the right to reject any or all bids and to accept the bid deemed to serve the best interest of Central Arkansas Water. The Board of Commissioners meets the second Thursday of every month. Evaluation of bids is expected to be complete within 10 days after their receipt.

Estimated Schedule

August 03, 2012 Bid Mailing Date August 13, 2012 at 2:30 P.M. Bid Opening August 14, 2012 Bid Evaluation Commission Approval Award

Bidder Inquiries

For information concerning ITB process and additional information, contact:

Quinton Henderson Warehouse Buyer Central Arkansas Water 5300 South Shackleford Road Little Rock, AR 72204 (501) 223-1562 Voice (501) 223-5419 Fax quinton.henderson@carkw.com

ATTACHMENT ONE SPECIFICATIONS AND PRICING DOCUMENT 2in METER SETTERS

Meters Setters. The prices indicated include transportation to the Clearwater Maintenance Facility, 5300 South Shackleford Road, Little Rock, Arkansas. Any deviation from specifications shall be noted in writing on this bid form.

| Quantity | <u>Description</u> | | Price each |
|---------------|--|-------------------------|-------------|
| 50 | VV77-12B-11-77NL M ete | r Setters (No Lead) | |
| | ALL ITEMS ABOVE SHIP TO 5300 S. | SHACKLEFORD RD., LITTI | LE ROCK AR |
| specification | ersigned, have read all the requirer s, instructions, conditions, and perve agree to furnish these articles at | rtinent information reg | |
| (Cor | mpany Name) | (Telephone Nu | umber) |
| (Address) | | (Fax Number) | |
| (Address) | | (Email) | |
| (Per | son Authorized to Sign Bid) | (Title) | |
| (Print Name) | | (FEIN or SSN#) | |



2in Meter Setter Standards

August 2012

CENTRAL ARKANSAS WATER

2in Meter Setter Standards (CAW WEBSITE)

ATTACHMENT THREE Protection of Proprietary Information

The Arkansas Freedom of Information Act, generally found at Ark. Code Ann. §§ 25-19-101 to -107 (West 2004 & Supp. 2008), as amended by various acts of the General Assembly of Arkansas, is extremely broad in its scope. Any person(s), or organization(s), submitting a response to this RFP/RFQ, who wishes to include confidential or proprietary information with the submission, should be on notice that such submission may be deemed a public record subject to disclosure upon completion of the selection process. Any such information that is not intended for disclosure should be placed in a separate sealed envelope, and the respondent should note what part(s) of the RFP/RFQ requires reference to such information.

The envelope should note that this information is not intended for public disclosure, and it is being provided to CAW on loan by the party. Upon the receipt of any request for production of this information by any person or entity pursuant to the Arkansas Freedom of Information Act, CAW shall immediately notify the party providing the information not intended for public disclosure, but it shall be the obligation of such party to take appropriate legal steps for the protection of such information. Other than providing notice to such party, CAW shall have no duty or obligation to protect such information. When CAW is finished with the information not intended for public disclosure, CAW shall (i) return such information to the party submitting the information, or (ii) destroy the information.

Proposals to Become Property of CAW

Except as set forth in the Protection of Proprietary Information paragraphs above, all proposals shall become the property of CAW and may be used by CAW for any purpose. Information or exhibits provided in any interviews conducted by CAW, which only clarify or explain material contained in a response to this RFP/RFQ and do not provide new information, shall not be considered to be part of the RFP/RFQ, and shall not be deemed subject to this paragraph.

ATTACHMENT FOUR W-9

(See Payment Process Section)