



INVITATION TO BID – COMMODITIES 16ITBC100735A-MH

WATER METER VAULTS

For

DEPARTMENT OF PUBLIC WORKS/GENERAL SERVICES

BID DUE DATE AND TIME: March 24, 2016 11:00 A.M.

BID ISSUANCE DATE: February 19, 2016

PRE-BID CONFERENCE DATE: March 3, 2016

PURCHASING CONTACT: Mark Hawks

E-MAIL: Mark.Hawks@Fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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FULTON COUNTY GOVERNMENT

INVITATION TO BID

16ITBC100735A-MH, WATER METER VAULTS

Sealed Bids for the procurement of water meter vaults will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **Thursday, March 24, 2016**.

PURPOSE AND SCOPE

The purpose of this Invitation to Bid (“ITB”) is to establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodities/goods listed in the attached specifications. Commodities will be ordered from time to time in such quantity as may be needed to fill any requirements of the County. As it is impossible to determine the precise quantities that may be needed during the contract period, the Vendor is obligated to deliver in minimum/maximum quantities contracted for in accordance with the specific conditions of this bid.

BID DOCUMENTS

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under “Bid Opportunities”.

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: Mark Hawks, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Email: Mark.Hawks@Fultoncountyga.gov
Fax: (404) 335-5040
Reference Bid #: 15ITB100735A-MH, Water Meter Vaults

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

PRE-BID CONFERENCE

A Pre-Bid conference will be held on **Thursday, March 3, 2016 @ 10:00 A.M.** in the Fulton County Purchasing Department Bid Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. **Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.** Any additional questions asked at the Pre-Bid conference must be

submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide an initial verbal, non-binding verbal response to questions concerning these bid specifications and to discuss issues from the bidders' perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications will be official.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: holanda.stanberry@fultoncountyga.gov.

END OF SECTION

16ITBC100735A-MH, WATER METER VAULTS

INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation to Bid for Commodities Only (ITB – Commodities).

Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions.

1. **BID PREPARATION**

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Document.
- b. All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.
- c. Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Form. The unit price for each unit bid on shall be shown and such price shall include packing, unless otherwise specified. A total shall be entered in the amount column for each item bid on. In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- d. All blank spaces must be typed or hand written in blue ink on the “Original”. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.
- e. The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.
- f. Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.
- g. Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.
- h. The County reserves the right to award multiple contracts for the procurement of annual contracts for supplies, construction, services, professional and consultant services.

2. RECEIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with two (2) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **16ITBC100735A-MH, WATER METER VAULTS**.

REQUIRED SUBMITTALS: The bidder **must complete and execute** the forms listed below and the executed Forms must be submitted with your bid submittal:

1. Bid Form
2. Acknowledgement of each Addendum (if applicable)
3. Purchasing & Contract Compliance Forms:
 - a. Form A: Non-Collusion Affidavit of Prime Bidder
 - b. Form B: Certificate of Acceptance of Bid Requirements
 - c. Exhibit A: Promise of Non-Discrimination
 - d. Exhibit B: Employment Report

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. TERM OF CONTRACT

MULTI-YEAR CONTRACT TERM

The contract term shall be as defined below. The County is obligated only to pay such compensation under the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The effective date of the Purchase Order shall begin 1st day of January, 2016 and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2016. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

5. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

6. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the invitation to bid, specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to **Mark Hawks** no later than 2:00 PM, **on Monday, March 14, 2016**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Purchasing Contact identified in the Invitation to Bid. Telephone inquiries will not be accepted.

Only communications from firms that are in writing will be recognized by the County as duly authorized expressions on behalf of bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid. All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

7. NON-COLLUSION

Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.

8. CONFLICT OF INTEREST

Bidder states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to

solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

9. BASIS OF AWARD

The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the ITB – Commodities based on the funds available for the commodities. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) Bidder references. The County reserves the right to cancel the solicitation and to reject any or all bids in whole or in part and is not bound to accept any bid if rejection of that bid is determined to be contrary to the best interest of the County.

10. SAMPLES

Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Bidder at the Bidder's expense. Samples of selected items may be retained for comparison purposes.

11. NEW

All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

12. BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS

Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Bidder may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the bid must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

13. INSURANCE AND RISK MANAGEMENT PROVISIONS

The successful Bidder(s) shall, during all terms of the Contract maintain in full force and effect (i) commercial general liability insurance in the amounts of \$1,000,000.00 (each occurrence), with a \$2,000,000.00 (general aggregate), (ii) automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 with respect to any owned, hired and/or non-owned vehicles utilized in the performance of its' services. At the time of award, a copy of the successful Bidder's Certificate of Insurance must be provided.

14. INDEMNIFICATION

Bidder hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

Bidder's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Bidder further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Bidder. These indemnities shall not be limited by reason of the listing of any insurance coverage.

15. TAXES

Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

16. DELIVERY

All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

17. PLACEMENT OF ORDERS

Orders will be placed using one of the following methods:

- a) A Purchase order (PO) will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.
- b) A Delivery Order (DO) will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If any item furnished by the Bidder fails to conform to specifications, or to the sample submitted by the Bidder, the County may reject it. Upon rejection, the Bidder must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the

Bidder fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Bidder the difference between the prices named in the purchase order and the actual cost to the County. If the Bidder fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Bidder the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

19. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

20. LEGAL REQUIREMENTS

Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Bidder about applicable law is not a defense.

21. ASSIGNMENT

Any purchase order awarded shall not be assignable by the Bidder without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

22. REJECTION OF BID

Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

23. TERMINATION

In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

24. DEBARMENT

If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

25. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such

bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

26. BINDING AUTHORITY

The individual submitting this bid must have binding authority to submit contracts on behalf of the responding company. By submitting a response, Bidder agrees that their bid is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

27. SUBMITTALS

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	ck (√)
1.	Bid Form w/Pricing Sheets	
2.	Acknowledgment of Addenda	
3.	Form A: Non-Collusion Affidavit of Prime Bidder	
4.	Form B: Certificate of Acceptance of Bid Requirements	
5.	Exhibit A: Promise of Non-Discrimination	
6.	Exhibit B: Employment Report	

END OF SECTION 1

BID FORM WITH PRICING SHEET(S)

Submitted To: Fulton County Government

Submitted By: _____

For: **15ITB100735A-MH, Water Meter Vaults**

Submitted on _____, 2016

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the specifications and has read all instructions to Bidders and General Terms and Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the commodities/goods to be provided.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the item(s) be increased, the Bidder proposes to provide the additional item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon receipt of item(s), at which time adjustments will be made to the contract amount by direct increase or decrease.

Item No.	Item Description (Length x Width x Height)	Unit	Estimated Quantity	Unit Price	Extended Price
1.	15'x 9'x 7' Precast Vault	each	1		
2.	Cover with access doors for 15'x 9' Vault	each	1		
3.	1' Riser for 15' x 9' Vault	each	1		
4.	2' Riser for 15' x 9' Vault	each	1		
5.	13'x 7'x 7' Precast Vault	each	75		
6.	Cover, with access doors, for 13' x 7' Vault	each	85		
7.	1' Riser for 13'x 7' Vault	each	1		
8.	2' Riser for 13' x 7' Vault	each	1		
9.	10'x 6'x 7' Precast Vault	each	20		
10.	Cover, with access door for 10'x 6' Vault	each	25		
11.	1' Riser for 10' x 6' Vault	each	1		
12.	2' Riser for 10' x 6' Vault	each	1		
	TOTAL (Lines 1 – 12)				\$ _____

In the case of computational errors, the correct product of Estimated Quantities and Unit Prices shall equal the Total Price for each Item and correct sum of Total (extended) Price for all Items shall be the Total Bid Amount

This is an indefinite quantity indefinite delivery contract. The pricing form(s) are used to establish the overall lowest bidder and the unit price for items. The actual dollar amount of the contract awarded will be based upon funds budgeted and available. No minimum quantity of materials is guaranteed to be purchased under this contract.

Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term “consumer price index” shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

Note: **Bidder must price all items, failure may result in disqualification.** All prices F.O.B. north Fulton County. North Fulton County is defined as that part of Fulton County north of the Chattahoochee River. Bidder is responsible for off-loading and setting vault, cover and/or riser in final location. Vendor agrees to deliver vaults, covers, risers to site within 5 days after receipt of order.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Email Address: _____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION 2

SECTION 3

FORM 1: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM 2: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM 3: PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title _____ Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

FORM 4 – EMPLOYMENT REPORT

The demographic employment make-up for the business submitting this Quote must be identified and submitted with this bid. In addition, if any lower tier supplier(s) will be utilized by the bidder to provide the goods/commodities requested, the demographic employment make-up of the lower tier supplier(s) must be identified and submitted with your response.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														

Do you intend to utilize lower tier suppliers? Yes No

If **yes**, list each _____

Please identify if your business is 51% owned, operated and controlled by either of the following:

African- American Hispanic-American American-Indian Asian Native-Hawaiian

Pacific Islander or; owned by a Non-Minority

Firm's Name: _____

Address: _____

Phone: _____

Email Address: _____

Submitted by: _____

Date: _____

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Pre-cast concrete vaults and vault covers shall be poured with 4000 PSI concrete and shall be reinforced with #5 rebar on 9" centers. The wall thickness shall be a minimum of six (6) inches thick.

The 15'x 9' vault (all dimensions are outside measurements) shall be provided with a cover that has a 4'-0" x 6'-0" aluminum access door. The door shall be double leaf, flush-mount, fabricated of ¼" diamond plate aluminum with a locking mechanism. A stainless steel pneumatic assist shall be provided on each door. The doors shall be designed for a 300 pound per square foot live load. The access door frame shall be 6" in height. The door shall be by Pennsylvania Insert, model number ATS4872D or a pre-approved equal as determined by the Department of Public Works. Vault covers delivered without prior written approval of equal status shall be rejected. The access door shall be positioned over rubber coated steps to allow entry into the vault. The vaults shall be cast with a 36" wide by 24" high opening in each end to allow installation over pipe.

The 13'x 7' vault (all dimensions are outside measurements) shall be provided with a cover that has a 4'-0" x 4'-0" aluminum access door. The door shall be double leaf, flush-mount, fabricated of ¼" diamond plate aluminum with a locking mechanism. A stainless steel pneumatic assist shall be provided on each door. The doors shall be designed for a 300 pound per square foot live load. The access door frame shall be 6" in height. The door shall be by Pennsylvania Insert, model number ATS4848D or a pre-approved equal as determined by the Department of Public Works. Vault covers delivered without prior written approval of equal status shall be rejected. The access door shall be positioned over rubber coated steps to allow entry into the vault. The vaults shall be cast with a 24" wide by 24" high opening in each end to allow installation over pipe.

The 10' x 6' vaults shall be provided with a cover that has a 3'-6"x 3'-6" aluminum access door. The door shall be single leaf, flush-mount, fabricated of ¼" diamond plate aluminum with a locking mechanism. A stainless steel pneumatic assist shall be provided on the door. The door shall be designed for a 300 pound per square foot live load. The access door frame shall be 6" in height. The door shall be equivalent to the access door manufactured by Pennsylvania Insert, model number ATS4242S or a pre-approved equal as determined by the Department of Public Works. Vault covers delivered without prior written approval of equal status shall be rejected. The access door shall be positioned over rubber coated steps to allow entry into the vault. The vaults shall be cast with a 24" wide by 24" high opening in each end to allow installation over pipe.

Vendor agrees to deliver vaults, covers, and risers within five (5) days after receipt of order to any location within North Fulton County. North Fulton County is defined as that part of Fulton County north of the Chattahoochee River. Vendor is responsible for off-loading and setting vault, cover and/or riser in final location.

The Bidder must have a minimum of three (3) years' experience providing meter vaults and the selected Bidder must obtain any and all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

WARRANTY

A warranty is required for all items delivered to the County under this contract free from defects in material or manufacture for a period of at least 180 days from the date of purchase or for the normal manufacturer's warranty period - whichever is longer. Contractor further agrees to replace promptly, on a one-for-one basis without additional cost to the County, any and all products that fail as a result of defects in materials or workmanship, excepting those failures attributable to accident, fire, or negligence on the part of operating personnel. Shipping charges to the manufacturer for warranty replacement, if needed during the warranty period, shall be the responsibility of the contractor. The County defines "prompt" replacement to be within five (5) working days after notification by the County, unless prior written arrangements are made with the County.

This warranty/guarantee is not the exclusive remedy of the County, but is in addition to the general obligations of the Contractor to faithfully perform the contract and it in no way limits the responsibility of the contractor for faulty products delivered to the County.

Neither the final payment nor any provisions of the contract documents shall relieve the Contractor of responsibility for defective or faulty products. If the contractor, after due notice, fails to proceed promptly to comply with the terms of the warranty/guarantee, the County may, at its option, have the items replaced from the best available source and the Contractor shall be liable for all expenses incurred by the County in connection with that replacement.

The Contractor guarantees that all parts delivered under this contract are new and of first quality grade.

SECTION 5

SPECIAL CONDITIONS

Bidder must price all items, failure may result in disqualification.

All prices F.O.B. north Fulton County. North Fulton County is defined as that part of Fulton County north of the Chattahoochee River.

Bidder is responsible for off-loading and setting vault, cover and/or riser in final location.

Bidder agrees to deliver vaults, covers, risers to site within 5 days after receipt of order.