



**INVITATION TO BID – COMMODITIES 16ITBC102012A-MH**

## **WATER VALVES**

**For**

**DEPARTMENT OF PUBLIC WORKS**

**BID DUE DATE AND TIME: April 21, 2016 11:00 A.M.**

**BID ISSUANCE DATE: March 21, 2016**

**PURCHASING CONTACT: Mark Hawks, (404) 612-5812**

**E-MAIL: [mark.hawks@fultoncountyga.gov](mailto: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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**INVITATION TO BID**

**16ITBC102012A-MH, WATER VALVES**

Sealed Bids for the procurement of water valves 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, April 21, 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](mailto:mark.hawks@fultoncountyga.gov)  
Fax: (404) 335-5040  
Reference Bid #:16ITBC102012A-MH, Water Valves

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 (NON – APPLICABLE)**

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: [rholanda.stanberry@fultoncountyga.gov](mailto:rholanda.stanberry@fultoncountyga.gov).

**END OF SECTION**

## Section 1

### 16ITBC102012A-MH, WATER VALVES

#### **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 **16ITBC102012A-MH, WATER VALVES**.

**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 upon execution of contract 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 1<sup>st</sup> day of January, 2017 and shall end no later than the 31<sup>st</sup> day of December, 2017. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2018 and shall end no later than the 31<sup>st</sup> 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, **Thursday, April 14, 2016 to receive questions.** 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 ITBC and posted on the Fulton County website [www.fultoncountyga.gov](http://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](mailto: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.

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

**END OF SECTION 1**

**Section 2**

**BID FORM WITH PRICING SHEET(S)**

Submitted To: Fulton County Government

Submitted By: \_\_\_\_\_

For: **16ITBC102012A-MH, Water Valves**

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.

**Cost Sheet**

| <b>Item No.</b> | <b>Item Description</b>                   | <b>Estimated Quantity</b> | <b>Unit of Issue</b> | <b>Unit price</b> | <b>Total Cost</b> |
|-----------------|---|---------------------------|----------------------|-------------------|-------------------|
| 1.              | 3" OS&Y, flange x flange                  | 4                         | Each                 |                   |                   |
| 2.              | 4" OS&Y, flange x flange                  | 4                         | Each                 |                   |                   |
| 3.              | 6" OS&Y, flange x flange                  | 4                         | Each                 |                   |                   |
| 4.              | 8" OS&Y, flange x flange                  | 4                         | Each                 |                   |                   |
| 5.              | 10" OS&Y, flange x flange                 | 2                         | Each                 |                   |                   |
| 6.              | 3" NRS, hand wheel, flange x flange       | 60                        | Each                 |                   |                   |
| 7.              | 4" NRS, hand wheel, flange x flange       | 60                        | Each                 |                   |                   |
| 8.              | 6" NRS, hand wheel, flange x flange       | 200                       | Each                 |                   |                   |
| 9.              | 8" NRS, hand wheel, flange x flange       | 200                       | Each                 |                   |                   |
| 10.             | 10" NRS, hand wheel, flange x flange      | 12                        | Each                 |                   |                   |
| 11.             | 12" NRS, hand wheel, flange x flange      | 6                         | Each                 |                   |                   |
| 12.             | 6" NRS, 2" op nut, MJ x MJ, w/ access kit | 100                       | Each                 |                   |                   |

|     |  |    |      |  |  |
|-----|--|----|------|--|--|
| 13. | 8" NRS, 2" op nut, MJ x MJ, w/ access kit              | 40 | Each |  |  |
| 14. | 10" NRS, 2" op nut, MJ x MJ, w/ access kit             | 20 | Each |  |  |
| 15. | 12" NRS, 2" op nut, MJ x MJ, w/ access kit             | 20 | Each |  |  |
| 16. | 16" NRS, 2" op nut, MJ x MJ, w/ access kit             | 5  | Each |  |  |
| 17. | 20" NRS, 2" op nut, MJ x MJ, w/ access kit             | 2  | Each |  |  |
| 18. | 6" NRS tap valve, flange x MJ, w/ access kit           | 10 | Each |  |  |
| 19. | 8" NRS tap valve, flange x MJ, w/ access kit           | 10 | Each |  |  |
| 20. | 10" NRS tap valve, flange x MJ, w/ access kit          | 4  | Each |  |  |
| 21. | 12" NRS tap valve, flange x MJ, w/ access kit          | 4  | Each |  |  |
| 22. | 16" NRS tap valve, flange x MJ, w/ access kit          | 2  | Each |  |  |
| 23. | 12" butterfly valve, 2" op nut, MJ x MJ, w/ access kit | 4  | Each |  |  |
| 24. | 16" butterfly valve, 2" op nut, MJ x MJ, w/ access kit | 2  | Each |  |  |
| 25. | 20" butterfly valve, 2" op nut, MJ x MJ, w/ access kit | 2  | Each |  |  |

|     |  |     |      |  |  |
|-----|--|-----|------|--|--|
| 26. | 24" butterfly valve,<br>2" op nut, MJ x MJ,<br>w/ access kit           | 2   | Each |  |  |
| 27. | 30" butterfly valve,<br>2" op nut, MJ x MJ,<br>w/ access kit           | 1   | Each |  |  |
| 28. | Full face gasket kit<br>w/ fasteners for 3"<br>valve flange            | 50  | Each |  |  |
| 29. | Single full face<br>gasket kit w/<br>fasteners for 4"<br>valve flange  | 75  | Each |  |  |
| 30. | Single full face<br>gasket kit w/<br>fasteners for 6"<br>valve flange  | 150 | Each |  |  |
| 31. | Single full face<br>gasket kit w/<br>fasteners for 8"<br>valve flange  | 150 | Each |  |  |
| 32. | Single full face<br>gasket kit w/<br>fasteners for 10"<br>valve flange | 75  | Each |  |  |
| 33. | Single full face<br>gasket kit w/<br>fasteners for 12"<br>valve flange | 75  | Each |  |  |
| 34. | Single full face<br>gasket kit w/<br>fasteners for 16"<br>valve flange | 10  | Each |  |  |
| 35. | Hydro Flushing Unit<br>HG-2 Air Gap                                    | 10  | Each |  |  |
| 36. | Golden Anderson<br>WS – 12 repair Kit                                  | 2   | Each |  |  |
| 37. | Golden Anderson<br>WS – 16 repair Kit                                  | 2   | Each |  |  |

|     |  |     |      |  |  |
|-----|--|-----|------|--|--|
| 38. | Golden Anderson<br>WS – 24 repair Kit                    | 2   | Each |  |  |
| 39. | AY McDonald Dual<br>Check valve<br>model #<br>711 4JB 55 | 300 | Each |  |  |
| 40. | AY McDonald Dual<br>Check valve model<br>#<br>711 3JB44  | 500 | Each |  |  |
|     | <b>TOTAL COST<br/>(Lines 1-40)</b>                       |     |      |  |  |

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.

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.

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

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                               |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| <b>TOTAL</b>                                  |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |

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

#### PRODUCT SPECIFICATIONS

1. Gate valves shall conform to the latest revision of AWWA C550, AWWA C515 and ASTM-A-236, Class B. All valves shall be UL tested and FM approved and the UL/FM designation shall be cast in the body of the valve in addition to the manufacturer's name or mark, the year the valve casting was made, the size of the valve, the designation "C-515" and the working water pressure. All gate valves shall have a minimum pressure rating of 200 psig.
2. The body and bonnet shall be made of ductile iron and the shell thickness shall be no less than as shown in Table 1 of AWWA C-515.
3. All NRS valves shall have a stem of cast bronze with an integral thrust collar. The stem shall have two O-rings above the thrust collar. The O-rings must be replaceable while the valve is under pressure.
4. The OS&Y stem stuffing box shall be such that it can be packed with the valve fully open and under full rated working pressure.
5. All valves must be of the wedge type. The wedge shall be ductile iron 100 % fully encapsulated with urethane or approved rubber compound. The rubber shall be permanently bonded to the cast iron wedge in compliance with ASTM-D429. No part of the wedge iron shall make contact with the water or media.
6. All valves shall have a fusion bonded epoxy coating on both the interior and the exterior. The epoxy coating shall be on the body and bonnet and shall have a minimum dry film thickness (DFT) of at least 10 mils.
7. All valves shall have an O-ring seal between the body and the bonnet.
8. Nuts and bolts provided shall conform per AWWA C-515 and conform with ASTM A307, Grade B or ASTM A354. Metric bolts shall not be allowed. Threaded bolt bodies shall not be allowed.
9. All valves shall have been hydrostatically tested per AWWA C-515.
10. All valve designs shall have been cycle tested minimum of 5,000 times without loss of bubble tight seal.
11. All valves shall have been tested to 150% of the designated minimum required torques.
12. All valves shall be manufactured within the United States with parts and components of United States manufacture.

13. Where accessories kits are included with the valve, they shall be priced and provided as follows: MJ x MJ valve kit shall include two gaskets, two glands and corrosion resistant fasteners. Tapping valve kit shall include gaskets, gland and corrosion resistant fasteners.
14. Butterfly valves shall be class 250B and shall conform to the latest revision of AWWA C504.
15. Butterfly valves shall have MJ X MJ connections meeting AWWA C111.
16. Butterfly valve body shall be ductile iron conforming to ASTM A536, Grade 65-45-12 with 18-8 type 304 stainless steel body seat.
17. Butterfly valves shall have an epoxy coating with a minimum DFT of 8 mils conforming to AWWA C-550.
18. All butterfly valves shall be UL tested and FM approved and the UL/FM designation shall be cast in the body of the valve in addition to the manufacturer's name or mark, the year the valve casting was made, the size of the valve, and class.
19. All valves shall be manufactured within the United States with parts and components of United States manufacture.
20. Vendor shall provide delivery in 10 (ten) calendar days after receipt of order.
21. Water Flushing Units will be Hydro Guard HG-2 Air Gap unit battery operated with enclosure or equal.
22. Golden Anderson complete Altitude valve repair kits with cover nut and bolts or manufacture approve equal.

**SECTION 5**

**SPECIAL CONDITIONS**

The Bidder shall, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable to hereon shall be paid into the funds of the County as liquidated damages for such failure.

Bidder shall submit pricing exactly as directed.

Bidder shall provide pricing on each of the items. Failure to comply will result in a determination of non-responsive and disqualification of bid.

The Bidder shall list below work done of a similar nature to that Bid for, as references that will afford the County opportunity to judge as to experience, standing, and financial ability.

LIST FOR EACH PROJECT:

**OWNER'S NAME**

**OWNER'S REPRESENTATIVE'S  
TELEPHONE AND EMAIL**

**END OF SECTION 5**