



INVITATION TO BID – COMMODITIES 17ITBC104870A-MH

MANHOLES, FRAMES, GRATES AND ACCESSORIES

For

DEPARTMENT OF PUBLIC WORKS

BID ISSUANCE DATE: November 4, 2016

BID DUE DATE AND TIME: December 6, 2016 11:00 A.M.

PRE-BID CONFERENCE: N/A

PURCHASING CONTACT: Mark Hawks @ (404) 612-5812

E-MAIL: Mark.Hawks@Fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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FULTON COUNTY GOVERNMENT

INVITATION TO BID - COMMODITY

#17ITBC104870A-MH MANHOLES, FRAMES, GRATES AND ACCESSORIES

Fulton County Government "County" is soliciting Bids for the procurement of fire hydrants and parts for the Department of Public Works. Bid responses must be submitted **no later than 11:00 a.m.**, local time, on **Tuesday, December 6, 2016**.

PURPOSE AND SCOPE

The purpose of this Invitation to Bid – Commodity ("ITBC") 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.

METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed 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 #:17ITBC104870A-MH

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

There will be no Pre-Bid Conference

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: rhlanda.stanberry@fultoncountyga.gov.

END OF SECTION

#17ITBC104870A-MH MANHOLES, FRAMES, GRATES AND ACCESSORIES

INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation to Bid - Commodities (ITBC).

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 **17ITB104870A-MH, MANHOLES, FRAMES, GRATES AND ACCESSORIES.**

Bid responses are due **no later than 11:00 a.m.**, local time, on **Tuesday, December 6, 2016.**

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

1. Acknowledgement of each Addendum (if applicable)
2. Purchasing & Contract Compliance Forms:
 - i. Exhibit A: Promise of Non-Discrimination
 - ii. 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 submit his/her bid on-line to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date.

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. 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, 2017 and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2017. 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, 2018 and shall end no later than the 31st day of December, 2018. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. 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

Bidders may submit requests for clarification or questions regarding this ITBC to the Purchasing Contact Person. Any request shall be submitted in writing via Facsimile or Email. All responses to written request(s) will be distributed as an Addendum to this ITBC and posted on the County's website at www.fultoncountyga.gov under "Bid Opportunities."

The County will not respond to requests received after Monday, November 21, 2016 at 2:00 P.M.

7. NON-COLLUSION

By submitting a Bid, the 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. CERTIFICATE OF ACCEPTANCE

By responding to this Bid, the Bidder acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices 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.

9. 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.

10. BASIS OF AWARD

The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of the ITB - 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. TAXES

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

17. DELIVERY

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

18. 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.

19. 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.

20. 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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. SUBMITTALS

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

	Bid Submittal Check Sheet	Check (√)
1.	Acknowledgment of Addenda (if applicable)	
2.	Exhibit A: Promise of Non-Discrimination	
3.	Exhibit B: Employment Report	

END OF SECTION

FORM 1: 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 2 – 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: _____

BID FORM WITH PRICING SHEET(S)

Submitted To: Fulton County Government

Submitted By: _____

For: **17ITB104870A-MH, Manholes, Frames, Grates and Accessories**

Submitted on _____, 20__

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.	Product	Manf & Model#	Delivery (days)	Quantity	Per Unit Cost	Total Cost
1.	4" manhole grade ring, reinforced concrete, ea.			50		
2.	6" manhole grade ring, reinforced concrete, ea.			50		
3.	24" EJ1326 or equal manhole frame & cover, 450# with Fulton County logo			40		
4.	24" EJ1326 or equal manhole cover, solid with Fulton County logo			50		
5.	24" East Jordon (ERGO) or equal, manhole frame & cover, with Fulton County logo 200# max for flood hazard areas			100		
6.	28" East Jordon (ERGO) or equal, manhole frame & cover, with Fulton County logo 250# max for flood hazard areas			5		
7.	Penta locking kit for 24" & 28" frame & cover			20		
8.	Handling key for locking kit			10		
9.	1" steel ring for adjusting manholes			550		
10.	1 ½" steel ring for adjusting manholes			450		
11.	2" steel ring for adjusting manholes			75		
12.	2 ½" steel ring for adjusting manholes			25		
13.	3" steel ring for adjusting manholes			50		
	Total Cost (lines 1 – 13)					

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.

Cost associated with Section 4, Scope of Work and Technical Specifications as it pertains to the purchase of manholes, frames, grates and accessories.

Quantities shown are estimates, by giving these quantities as estimates; Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price bid regardless of actual quantity ordered. Unless otherwise specified, any referenced to brand names, trade names, model numbers or other descriptions peculiar to specific brand name products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of equal performance.

Delivery shall be within 15 business days of order requests.

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: _____

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:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

MANHOLES, FRAMES, GRATES AND ACCESSORIES

All products must meet the requirements of State of Georgia, Department of Transportation (GDOT) standard specifications, latest edition and/or American Society of Testing and Materials (ASTM), American Association of State Highway and Transportation, Occupational Safety and Health Administration (OSHA), American Water Works Association or any combination, as specified by the County.

The supplier shall replace, free of charge, any product part that should become unserviceable under normal use for a period of one year from date of installation, provided such installation was properly made according to recommended procedure.

Bidder must be able to provide manufactured-to-fit pre-cast inverts in base sections

Steel, Iron & Ductile Products:

Standard frames and covers - For paved areas, cast iron manhole frames and covers shall meet the requirements of ASTM A 48 for Class 30 gray iron and all applicable local standards. All castings shall be tough, close grained, smooth, and free from blow holes, blisters, shrinkage, strains, cracks, cold shots and other imperfections. No casting will be accepted which weighs less than 95 percent of the design weight. Shop drawings must indicate the design weight and provide sufficient dimensions to permit checking.

For unpaved areas, manhole cover and frame shall be manufactured from ductile iron in accordance with ISO 1083. Covers and frames shall be hinged and incorporate a 90 degree blocking system to prevent accidental closure. The hinge box shall include a self-cleaning, dual wiper infiltration plug. Covers shall be one man operable using standard tools and shall be capable of withstanding a test load of 120,000 lbs. Frames shall be circular with a 24" clear opening and shall include a 360° mechanically attached, C-shaped elastomer seating gasket for infiltration control and traffic shock. Covers and frames must have at least five years of successful history in a minimum of five thousand installations. The frame depth shall not exceed 4 inches, and the flange shall incorporate bedding slots, bolt holes and lifting eyes. All components shall be black coated. Frame weight: 73 lbs. Cover weight: 122 lbs. Total weight 195 lbs.

All frames and covers shall have machined horizontal bearing surfaces. All manholes shall have standard frames and covers. Only solid manhole covers shall be accepted.

Flood zone frames & covers - Watertight frame & covers shall be equal to East Jordon Iron Works or pre-approved alternate. Frames and covers shall a single unit consisting of frame with hinged cover and shall be manufactured form ductile iron in accordance with ISO 1083. Manhole covers shall meet attached standards and be emboldened with the Fulton County logo as specified in Exhibits. Total weight shall not exceed 200 pounds for 24" and 250 pounds for 28". The cover shall open a minimum of 130° and incorporate a hinge blocking mechanism at 90° to prevent accidental closure. To prevent infiltration to the wastewater system, the frame and cover shall incorporate a "C" shaped gasket to seal between the frame and cover. The hinge box shall incorporate a plug to prevent infiltration through the hinge box opening. Lifting eyes shall be integral to the design to allow safe and efficient lifting and placement of frame and cover. A locking

mechanism shall be available as an option to prevent the lid from opening in surcharging conditions and also as deterrence to vandalism. Bolt-down type covers shall not be considered equal due to their relative difficulty required to open and seal cover.

Steps: Manhole steps shall be polypropylene molded around a steel rod as detailed on the Drawings and shall be equal to products of M.A. Industries.

Manhole extension rings shall be fabricated of domestic A-36 steel with a minimum thickness of $\frac{3}{4}$ " for the inner ring and minimum of $\frac{1}{2}$ " for the outer ring. The riser system shall use three, $\frac{1}{2}$ " cone head set screws to anchor to the manhole frame. The manhole adjustment ring shall fit the existing casting without interference and the manhole lid shall have a bearing on the entire surface of the inner ring to prevent rocking.

The lid shall be removable without binding. The inner and outer rings shall have a full circumferential weld to prevent differential movement between the inner and outer rings under traffic loads. The inner and outer ring shall be fabricated to $\pm 1/16$ " concentricity.

The outer ring shall have an inside diameter no greater than $3/16$ " larger than the outside diameter of the manhole lid. All materials shall be bituminous asphalt coated. Riser rings shall be fabricated on a slope as required to conform to road contour. All welding shall be performed in accordance with AWS D1.5 Bridge Code b certified welders. Manhole extension rings shall be equal to East Jordan Ironworks.

Manholes and Precast Products

All manhole components, i.e., base sections, riser sections, conical sections and transition sections (spacers) shall be pre-cast concrete.

Pre-cast reinforced concrete manholes shall be manufactured in accordance with ASTM C-478 and ASTM C-76, Latest Revision Class II, Wall B, Type II Portland Cement, 4,000 psi. Reinforcing steel shall conform to ASTM A-185. Walls shall be 8 inches minimum or as shown on the Drawings.

Manhole table shall have a flow channel made to conform in shape and carrying capacity to that of the sewers.

Pre-cast manholes shall have a minimum 28 day cure time before delivery to the County.

The minimum inside diameter of manholes shall be 48 inches with an opening of 24 inches at the top of the cone.

Transition slabs or cones which convert bases larger than four feet in diameter to four foot diameter risers shall be designed by the manhole manufacturer to carry the live and dead loads exerted on the slab.

Precast tops shall be of the following three types:

- a) Concentric cone
- b) Eccentric cone
- c) Flat slab top

Precast base sections shall be of the following two types:

- a) Base riser section and separate base slab
- b) Base riser section with integral floor

The minimum wall thickness shall be one twelfth of the internal diameter of the riser or largest cone diameter.

The circumferential reinforcement in base sections, risers and conical top sections may consist of either one or two lines of steel, the total area per vertical foot of which shall be not less than 0.0025 times the inside diameter in inches. Flat slab tops shall have a minimum thickness of 6 inches for risers up to and including 48 inches in diameter and 8 inches for larger diameters. Slabs shall be reinforced with a layer of steel a minimum area of 0.12 in² per linear foot in both directions. Openings in flat slabs shall be additionally reinforced with a minimum of the equivalent of 0.20 in² of steel at 90 degrees. Straight rods used to reinforce openings shall have a minimum length equal to the diameter of the openings plus 2 inches.

The circumferential reinforcement in grade rings shall have an equivalent area of not less than 0.07 in² per vertical foot but not less than 0.024 in² in any one grade ring.

Base slabs or floors shall have a minimum length equal to the diameter of the opening plus 2 inches. Base slabs or floors shall be reinforced with a layer of steel with a minimum area of 0.12 in² per linear foot in both directions.

Supplier must be able to supply monolithic pre-cast invert systems for eight (8) inch pipe, when requested.

Placement of reinforcement: Where one line of circular reinforcement is used, it shall be placed in the center third of the wall. Where two lines of circular reinforcement are used, each line shall be so placed that the protective covering over the circumferential reinforcement in the wall of the section shall be 1 inch. Either the tongue or groove of the joint shall contain circumferential reinforcement equal in area to that of a single line within the wall of the section. The location of the reinforcement shall be subject, however, to the permissible variations in dimensions listed below.

In flat slab tops, the layers of reinforcement shall be placed near the bottom surface so that the protective cover over the reinforcement shall be 1 inch. Flat slab tops manufactured without a joint or other indication of the top or bottom of the slab shall be manufactured with two layers of steel reinforcement, one located near the bottom surface and one near the top surface so that the protective cover over each layer is 1 inch. The exposure of the ends of the reinforcement shall not be a cause for rejection.

In base slabs or floors, the layer of reinforcement shall be placed above the mid-point, and the minimum protective cover over the reinforcement shall be 1 inch.

Reinforcement of a given total steel area may be composed of two layers if the layers are not separated by more than the thickness of one cross member plus 1/4 inch. The two layers shall be tied together to form a single rigid cage. All other specification requirements such as laps, welds and tolerances of placement in the wall of the manhole, risers and tops, etc. shall apply to this method of fabricating a line of reinforcement.

Longitudinal: Each line of circumferential reinforcement shall be assembled into a cage that shall contain sufficient longitudinal bars or members, extending through the wall of the manhole bases, risers and conical tops, to maintain the reinforcement rigidly in shape and correct position within the form. The exposure of the ends of stirrups or spacers that have been used to position the cages during the placement of the concrete shall not be a cause for rejection.

Laps, welds and spacing: If the splices are not welded, the reinforcement shall be lapped not less than 20 diameters for deformed bars, and 40 diameters for plain bars and cold-drawn wire. The spacing center to center of adjacent rings of circumferential reinforcement in a cage shall not exceed 6 inches for manhole risers and conical tops. The continuity of the circumferential reinforcing steel shall not be destroyed during the manufacture of the manhole risers and tops.

Joints: The reinforced concrete manhole base and riser sections, excepting grade rings, shall be formed with male and female ends so that when the manhole, compatible with the tolerances given under "permissible variations". The joints shall be of such design as will permit placement without appreciable irregularities in the interior wall surface of the manhole.

The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "exceptions to bid conditions", and shall be attached to bid.

Bid awarded will be made to the lowest responsible and responsive bidder. The quality of the articles to be supplied, conformity with the specifications, the suitability to requirements, delivery terms, conditions and any guarantee clauses shall be taken into consideration. Vendor shall provide material data sheets describing product in detail.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the bid prices for the stated duration of the award.

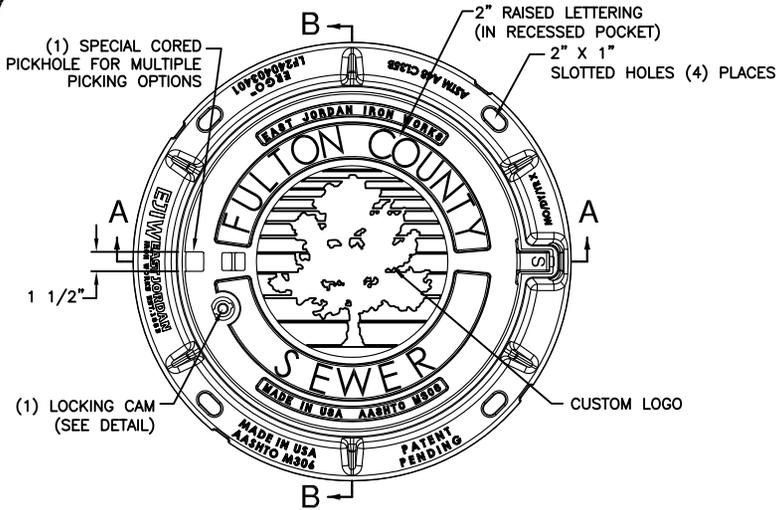
Products requested include manholes, manhole covers, frames, grade rings and extensions rings, base, riser and cone sections.

Quantities shown are estimates, by giving these quantities as estimates; Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the county at the unit price bid regardless of actual quantity ordered. Unless otherwise specified, any reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand name products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of equal performance.

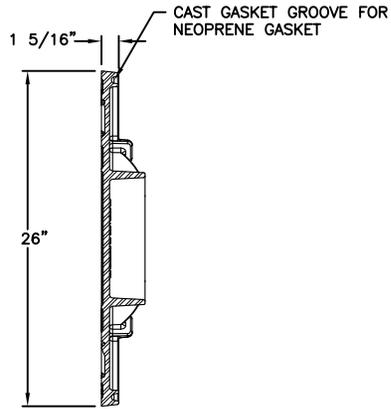
Comparable products of other manufacturers will be considered; however, in your offer of an "or equal" product you should clearly show how the "or equal" product specifications satisfy the example requirements in our cited make and model number. It shall be the responsibility of the bidders to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

The county reserves the right to request samples from any and all bidders prior to award. Failure to provide this data may be considered valid justification for rejection of bid.

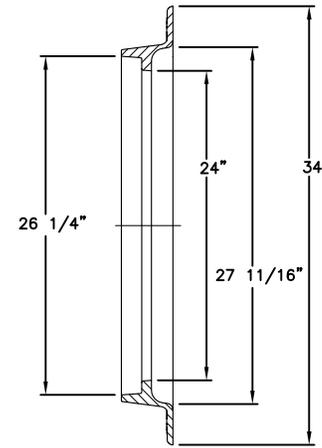
Any and all substitutes bid must meet or exceed specifications.



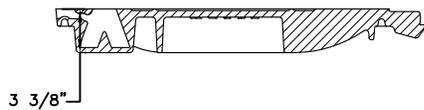
PLAN VIEW



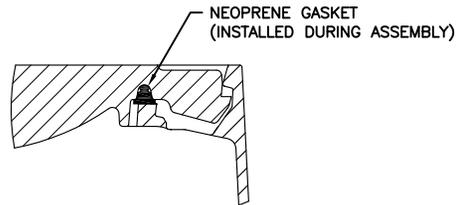
COVER SECTION B-B



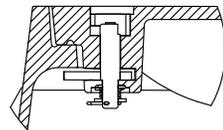
FRAME SECTION B-B



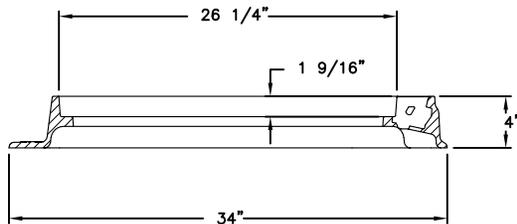
COVER SECTION A-A



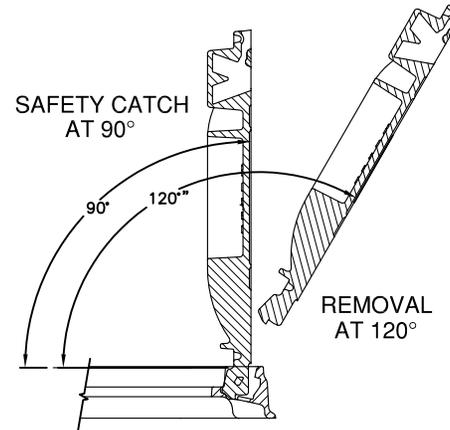
HINGE & GASKET VIEW



LOCKING VIEW



FRAME SECTION A-A



HINGE POSITIONS

EJIW EAST JORDAN
IRON WORKS EST.1883

800-626-4653
www.ejiw.com
MADE IN USA

PRODUCT NUMBER

00104001L02

CATALOG NUMBER

24" ERGO™

HINGED MANHOLE ASSEMBLY

LOAD RATING

HEAVY DUTY

COATING

UNDIPPED

SPECIFICATION

COVER - DUCTILE IRON
ASTM A536

FRAME - GRAY IRON
ASTM A48 CL35B

OPEN AREA
N/A

✓ DESIGNATES
MACHINED SURFACE

DRAWN JIJ	DATE 08/11/07
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LAST REVISED DEF	DATE 07/21/08
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REFERENCE INFORMATION

LC00104001
LF240403401

