

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the [insert date] of [insert month], [insert year], by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Delta Municipal Supply Company
ITBC Contract No. & Title:	20ITBC101020A-CJC, Water Meters
Address:	408 Jesse Cronin Road Braselton, GA 30517
Telephone:	(770) 277-0211
Email:	sslocum@deltamunicipal.com
Contact Name & Title:	Shane Slocum, Vice President

This agreement was approved by the Fulton County Board of Commissioner on February 3, 2021, Item#21-0099.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. **Contract Term**

- 1.1 **Initial Term:** The initial term of this Agreement will be for one year. This Agreement shall commence contract execution and end on December 31, 2021. The "Commencement Term" of this Agreement shall begin on execution of contract, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2021. 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.
- 1.2 **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, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2023 and shall end no

later than the 31st day of December, 2023. 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.

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 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.

2. Compensation

The total contract amount for the Project shall not exceed \$750,000.00 (Seven Hundred Fifty Thousand Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

Office of the County Attorney

DocuSigned by:

Dennal Stewart

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, Director
Public Works

CONTRACTOR:

DELTA MUNICIPAL SUPPLY COMPANY

DocuSigned by:

Shane Slocum

Shane Slocum
Vice-President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____ DocuSigned by: _____

(Affix Notary Seal)



ITEM#: _____ RCS: _____	ITEM#: 2021-0099 RM: 2/3/2021
RECESS MEETING	REGULAR MEETING

EXHIBIT 1

SOLICITATION DOCUMENT



INVITATION TO BID – COMMODITIES 20ITBC101020A-CJC

WATER METERS

For

DEPARTMENT OF PUBLIC WORKS

BID ISSUANCE DATE: October 10, 2020

BID DUE DATE AND TIME: Tuesday, November 17, 2020 at 11:00 A.M.

PURCHASING CONTACT: Charlie Crockett at (404) 612-5807

E-MAIL: charlie.crockett@fultoncountyga.gov

LOCATION: <https://www.bidnetdirect.com/georgia/fultoncounty>

TABLE OF CONTENTS

INVITATION TO BID

Section 1 - INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND CONDITIONS

1. Bid Preparation
2. Receipt and Opening of Bids
3. Certification of Independent Price Determination
4. Term of Contract
5. Examination of Contract Documents
6. Addenda and Interpretations
7. Non-Collusion
8. Certificate of Acceptance for Bid Requirements
9. Conflict of Interest
10. Bid Evaluation
11. Award Criteria
12. Disqualification of Bidders
13. Basis of Award
14. Samples
15. New
16. Brand Name Specifications and Approved Equivalents
17. Insurance and Risk Management Provisions
18. Indemnification
19. Taxes
20. Delivery
21. Placement of Orders
22. Rights and Remedies of County for Default
23. Invoices and Payment Terms
24. Legal Requirements
25. Assignment
26. Rejection of Bid
27. Termination
28. Debarment
29. Right to Protest
30. Binding Authority
31. Intergovernmental Cooperative Procurement Statement
32. Submittals

Section 2 - BID FORM

Section 3 - FORMS

Form 1: Promise of Non-Discrimination

Form 2: Employment Report

Section 4 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

INVITATION TO BID - COMMODITY

20ITBC101020A-CJC, WATER METERS

Fulton County Government "County" is soliciting Bids for the procurement of water meters for the Department of Public Works. Bid responses, with required attachments, must be submitted electronically on-line **no later than 11:00 a.m.**, local time, on **Tuesday, November 17, 2020**.

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

In order to obtain complete information about this solicitation, please click the link below where this document and supporting documents can be downloaded, <https://www.bidnetdirect.com/georgia/fultoncounty>.

PURCHASING CONTACT

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

Purchasing Contact Name: Charlie Crockett, Chief Assistant Purchasing Agent
Email: charlie.crockett@fultoncountyga.gov
Phone: (404) 612-5807

PRE-BID CONFERENCE

No Pre-Bid Conference will be held. Inquiries regarding the solicitation either technical or otherwise must be submitted in BidNet Direct prior to the Due Date. All responses to questions will be distributed as an Addendum to this ITBC and posted on the BidNet Direct website.

VENDOR REGISTRATION

Bid responses must be submitted electronically on-line through BidNet Direct. The Bidder's firm must be a registered vendor with BidNet Direct at <https://www.bidnetdirect.com/georgia/fultoncounty> in order to submit a response to this ITBC. **There is no charge to register, simply follow the registration path and select the "Limited Access" option.**

If you need any assistance registering or using the platform, please call BidNet's Support Team at 800-835-4603 ext. 2 for assistance.

END OF SECTION

SECTION 1

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. Bid responses must be submitted electronically on-line via BidNet Direct (<https://www.bidnetdirect.com/georgia/fultoncounty>).
- b. Unit prices must be entered in the appropriate spaces provided. The unit price for each unit shall include packing, unless otherwise specified.
- c. 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.
- d. The County reserves the right to award multiple contracts for the procurement of annual contracts for goods and commodities.

2. **RECEIPT AND OPENING OF BIDS**

Sealed bids will be received by the Department of Purchasing & Contract Compliance electronically via BidNet Direct as described above. All submitted bid responses will be time and date stamped at the time all documents are uploaded and received.

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following documents and upload as required:

1. Acknowledgement of each Addendum
2. Contract Compliance Forms
 - a. Exhibit A: Promise of Non-Discrimination

Any bid responses 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 submitted in BidNet Direct to the County for receipt on or before the stated time and date.

Bids shall be publicly opened via web conferencing, with only the names and total bid price of the bidders disclosed at the opening.

Date: Tuesday, November 17, 2020

Time: 11:30A.M. Local Standard Time

Web Conference Link: Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/7249027202>

Or Telephone:

Dial:

+1 253 215 8782

+1 301 715 8592

+1 312 626 6799
+1 346 248 7799
+1 646 558 8656
+1 669 900 9128
USA 8882709936 (US Toll Free)
Conference code: 264790

Find local AT&T Numbers:

<https://www.teleconference.att.com/servlet/glbAccess?process=1&accessNumber=2532158782&accessCode=264790>

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 the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2021. 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, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. 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 **Friday, November 6, 2020 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. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County

reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the County. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the County reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-Award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

11. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. The completeness of all material, documents and/or information required by the County;
 - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

B. Responsibility: The determination of the bidder's responsibility will be determined by the following

- a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

12. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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, it's 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, indemnity 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.

19. TAXES

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

20. DELIVERY

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

21. 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.

22. 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.

23. INVOICES AND PAYMENT TERMS

The awarded Vendor must be registered as a Vendor in the Vendor Self Service System at <https://vss.fultoncountyga.gov/webapp/VSSPROD/AltSelfService> in order for the Department of Purchasing & Contract Compliance to issue a purchase order or master agreement and for the Vendor to receive payment.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 basis for the protest and specific relief sought by the protestor. Protests arising from factual or legal basis 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 basis 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 basis, 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.

30. 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.

31. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT

The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein/with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider. Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

END OF SECTION

SECTION 2

BID FORM

Submitted To: Fulton County Government

For: **20ITBC101020A-CJC, Water Meters**

Submitted By: _____

Bid Due Date: Tuesday, November 17, 2020

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

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 it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided 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 order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITBC)

Item #	Item Description	Manf. & Model #.	Est. Qty.	Unit Price	Extended Price
1.	5/8" X 3/4" COLD WATER METER w/ R900 V3 RADIO		2000		
2.	3/4" X 3/4" COLD WATER METER		100		
3.	1" X 1" COLD WATER METER		100		
4.	1-1/2" X 1-1/2" COLD WATER METER		50		
5.	1-1/2" HP TURBINE WATER METER		10		
6.	2" X 2" COLD WATER METER		60		
7.	2" COMBINATION WATER METER		50		
8.	2" HP TURBINE WATER METER		10		
9.	2" MEASURING CHAMBER REPLACEMENT		10		
10.	2" STRAINER FOR 2" METER		50		
11.	3" COMBINATION WATER METER		50		
12.	3" MEASURING CHAMBER REPLACEMENT		10		
13.	3" STRAINER FOR 3" METER		50		
14.	3" HYDRANT METER		25		

15.	4" COMBINATION WATER METER		30		
16.	4" MEASURING CHAMBER REPLACEMENT		10		
17.	4" STRAINER FOR 4" METER		10		
18.	4" FACTORY MUTUAL FIRE SERVICE METER		30		
19.	4" MEASURING CHAMBER REPLACEMENT		4		
20.	6" FACTORY MUTUAL FIRE SERVICE METER		30		
21.	6" MEASURING CHAMBER REPLACEMENT		4		
22.	8" FACTORY MUTUAL FIRE SERVICE METER		20		
23.	8" MEASURING CHAMBER REPLACEMENT		10		
24.	8" TURBINE UNIT MEASURING ELEMENT (UME)		10		
25.	10" FACTORY MUTUAL FIRE SERVICE METER		6		
26.	10" MEASURING CHAMBER REPLACEMENT		6		
27.	10" TURBINE UNIT MEASURING ELEMENT (UME)		6		
28.	12" FACTORY MUTUAL FIRE SERVICE METER		6		
29.	12" MEASURING CHAMBER REPLACEMENT		6		
30.	12" TURBINE UNIT MEASURING		6		

	ELEMENT (UME)				
31.	1½ " FLANGE KIT & ACCES FOR 1 ½ " METER		5		
32.	2" FLANGE KIT & ACCES. FOR 2" METER		5		
33.	TOUCH READ PAD & CONNECTION KIT		100		
34.	RADIO TRANSMITTER WITH UP TO 25 FT LEAD		100		
35.	ENCODER REGISTER		200		
36.	3/4" x 5/8" RADIO TRANSMITTER & ENCODER REGISTER WITH UP TO 25' LEAD		1500		
37.	2" RADIO TRANSMITTER & ENCODER REGISTER WITH UP TO 25' LEAD		10		
38.	3" RADIO TRANSMITTER & ENCODER REGISTER WITH UP TO 25' LEAD		10		
39.	4" RADIO TRANSMITTER & ENCODER REGISTER WITH UP TO 25' LEAD		10		
40.	6" RADIO TRANSMITTER & ENCODER REGISTER WITH UP TO 25' LEAD		20		
41.	8" RADIO TRANSMITTER & ENCODER REGISTER WITH UP TO 25' LEAD		10		

42.	Data Logger		60		
43.	MARKERS, WATER, EMS, NEAR SURFACE 50ct/box		80		
44.	HYDRANT WRENCH		30		
45.	HYDRANT METER REBUILD KIT		10		
46	2" FACTORY MUTUAL FIRE SERVICE METER		40		
	TOTAL COST (LINES 1 - 46)				\$

Due to the historical price volatility of brass products, this contract will allow for price changes. Specifically, a review may be conducted jointly between the successful vendor and the County to determine the current market trend for brass products. Price adjustments will be based upon the Producer Price Index (Commodities) for WPU10250239 Copper and copper-base alloy pipe and tube, as published by the United States Bureau of Labor Statistics. Prices may be adjusted only upon written verification of manufacturer price changes. Producer Price detailed statistics including current percentage changes can be accessed at www.bls.gov/ppi.com.

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 _____

SUBMITTED BY:

BIDDER NAME: _____

ADDRESS: _____

CITY/STATE/ZIPCODE: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMDC, WBENC, SBA, etc.) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation ____ Partnership ____ Sole Proprietor ____ Other ____

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 3

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: _____

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

PRODUCT SPECIFICATIONS

All water meters furnished shall be produced at a manufacturing facility in the United States. Displacement Meters shall conform to the "Standard Specifications for Cold Water Meters – Displacement Type" C-700, latest revision issued by AWWA or as otherwise stated. Compound Meters shall conform to the "Standard for Cold Water Meters – Compound Type " C-702, latest revision issued by AWWA or as otherwise stated. Fire Service Meters shall conform to the "Standard for Cold Water Meters – Fire Service Type " C-703, latest revision issued by AWWA or as otherwise stated.

All meters shall have a non-corrosive maincase made of a lead-free brass containing a minimum of 85% copper, such as Envirobrass II, that meets NSF 61 Annex G standard required by the Safe Drinking Water Act 2014 requirement

The county requires that the meter manufacturer furnish data in bar code format to include meter ID, meter size, factory test results, manufacturer name and date manufactured.

DISPLACEMENT METERS

Only magnetic driven, positive displacement meters of the flat nutating disc type or oscillating piston type design will be acceptable.

1. Size, Capacity, Length:

The size, capacity, and meter lengths shall be as specified in AWWA Standard C700 latest revision. The maximum number of disc nutations or piston oscillations is not to exceed those specified in AWWA C700 latest revision, Sec. 4.2 Registration, Table 1.

The serial number should be stamped on the maincase of the meter. Maincase markings shall be cast raised and shall indicate size, model, direction of flow and NSF 61 certification. Plastic main cases are not acceptable.

Meters for 5/8", 3/4", and 1" shall be the removeable bottom cap type. Bronze bottom caps shall be provided on 5/8", 3/4", and 1" meter sizes. 1-1/2" and 2" meters shall be the split case type made of lead-free brass, such as Envirobrass II, for the upper and lower shell assemblies.

All lead-free brass maincases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.

Laying lengths shall be as follows:

Meter Size	Laying Length
5/8" x 3/4"	7 1/2"
3/4" x 3/4"	7 1/2"
1"	10 3/4"
1 1/2"	13"
2"	17"

2. Direct Read Standard Register

The register shall be of the straight reading sealed magnetic drive type; and shall contain six (6) numeral wheels. Registers must be roll sealed or hermetically sealed. The register lid shall overlap the register box to protect the lens and must be made of a copper based alloy or a suitable synthetic polymer. The dial shall have a red center sweep test hand and shall include a low flow indicator on the dial face. The size of the meter and the date of manufacture shall be printed on the register face.

Registers shall be secured to the maincase by means of a tamperproof seal pin or an approved register seal screw that requires a special tool for removal.

3. Encoder Register

Encoder registers if required shall be as specified under General Requirements.

4. Radio Frequency Capability Options

Radio read capabilities if required shall be as specified under General Requirements

5. Measuring Chamber

a. Nutating disc type:

The measuring chamber shall be of a two-piece snap-joint type with no fasteners allowed. The chamber shall be made of a non-hydrolyzing synthetic polymer. No screws shall be used to secure the chamber together.

The flat nutating disc chamber shall be of the one-piece design and made from non-hydrolyzing synthetic polymer, and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller located within the disc slot. The control block shall be the same material as the measuring chamber and be located on top of the chamber. The control block assembly shall be located after the strainer.

b. Oscillating piston type:

The oscillating piston chamber shall be made of a suitable synthetic polymer and shall not be cast as part of the maincase. The measuring chamber shall be held in place without the use of fasteners. The measuring chamber piston shall operate against a replaceable control roller, allowing for repair to AWWA standards. The control roller shall rotate on a stainless measuring chamber steel pin. There shall be an elastomeric seal or seals between measured and unmeasured water, preventing leakage around the measuring element.

6. Strainers

All meters shall contain removable plastic strainer screens. The strainer shall be located near the maincase inlet port, before the measuring chamber and control block assembly. Straps or other types of fasteners shall not be accepted.

7. Accessories

ALL POSITIVE DISPLACEMENT METERS SHALL BE PROVIDED WITH TWO (2) WASHERS OF THE APPROPRIATE SIZE.

8. Performance

To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700 (low, intermediate, and full flow).

Normal meter operating range shall be warranted per AWWA C700 Section 4.2 Table 1.

<u>Size</u>	<u>Range (100 +/- 1.5)</u>
5/8"	1/2 - 20 gpm
3/4"	3/4 - 30 gpm
1"	1 - 50 gpm
1-1/2"	2 - 100 gpm
2"	2-1/2" - 160 gpm

9. Manufacturer

Meters and meter parts shall be manufactured, assembled, and tested within the Continental United States. Manufacturers may be required to provide proof of where and of what percentage of the meter register, chamber, and maincase is manufactured as per specified.

Manufacturers shall have a minimum of ten years of field and production experience with all sizes of the model quoted for model standardization. Manufacturers shall provide only one model of meter which complies with these specifications. Meter suppliers must manufacture a full line of meters, 5/8" – 10".

Compound Meters

1. General

All Compound Meters furnished shall be manufactured by a registered ISO 9001 quality standard facility. Acceptable meters shall have a minimum of ten years of successful field use. All specifications meet or exceed the latest revision of AWWA C702.

2. Type

Compound meters shall consist of a combination of an AWWA Class II turbine meter for measuring high rates of flow and a nutating disc type or oscillating piston type positive displacement meter for measuring low rates of flow enclosed in a single maincase. An automatic valve shall direct flows through the disc meter at low flow rates and through the turbine meter at high flow rates. At high flow rates, the automatic valve shall also serve to restrict the flow through the disc meter to minimize wear. Compound meters shall be of the single or dual register single body design. No dual body or combination style meter will be accepted.

3. Operating Characteristics

The meters shall comply with the operating characteristics shown below:

Size	Normal Operating Maximum Loss of Head Range (gpm) Flow (gpm)		Maximum Maximum Intermittent at Max Cont Flow (psi)		Continuous Low Flow
2"	1/2 - 200	160	8	200	1/8
3"	1/2 - 450	350	8	450	1/8

4"	1 - 1000	700	8	1000	1/2
6"	1 1/2 - 2000	1400	8.5	2000	3/4
6" x 8"	1 1/2 - 2000	2000	10.5	2000	3/4

4. Size

The size of meters shall be determined by the nominal size (in inches) of the opening in the inlet and outlet flanges. Overall lengths of the meters shall be as follows:

Meter Size	Laying Length
2"	15 1/4"
3"	17"
4"	20"
6"	24"
6" x 8"	55 3/8"

5. Case and Cover

The maincase and cover shall be cast from lead free brass containing a minimum of 85% copper such as Envirobrass II. The size, model, and arrows indicating direction of flow shall be cast in raised characters on the maincase and cover. The covers all contain a stainless steel calibration vane for the purpose of calibrating the turbine measuring element while the meter is in-line and under pressure. A test plug shall be located in the maincase or the cover for the purpose of field testing of the meter.

6. External Bolts

Casing bolts shall be made of AISI Type 316 stainless steel.

7. Connections

Main cases shall be flanged. The 2" meters shall be oval flanged and 3" through 6" sizes shall be round flanged per Table 4, AWWA C702.

8. Direct Read Standard Registers

Separate magnetic-drive registers shall record the flow of the turbine meter and the nutating disc type or oscillating piston type positive displacement meter and their total will be the registration of the compound meter. The registers shall be permanently sealed, straight reading indicating in gallons. Registers shall include a center-sweep test hand, a low flow indicator, and a glass lens. The registers shall be serviceable without interruption of the meter's operation.

9. Register Boxes

Register boxes and covers shall be of bronze composition. The name of the manufacturer shall be clearly identifiable and located on the register box covers.

10. Register Box Sealing

The register box shall be affixed to the cover by means of a tamper-proof seal pin or an approved tamper-proof device.

11. Meter Serial Number

The meter serial number shall be imprinted on the meter flange or cover as well as the register box covers.

12. Encoder Register

Encoder Register shall be provided as specified under General

13. Measuring Chambers

The turbine measuring chamber shall be a self-contained unit, attached to the cover for easy removal. The turbine shaft shall be tungsten carbide with tungsten carbide inserts and shall rotate in removable graphite bushings. Thrust bearings shall be tungsten carbide.

The positive displacement chamber shall be a self-contained unit mounted on the cover and easily removable from the cover. It shall conform to AWWA Standard C700 for the following sizes: 2" and 3"-5/8" disc, 4"-3/4" disc, 6"-1" disc.

14. Measuring Chamber Replacement

A replacement measuring chamber shall be available as a complete assembly, factory calibrated to AWWA standards that includes the cover, registers, and both the turbine measuring element and the positive displacement chamber assembly. It shall be easily field removable from the meter body without the requirement of unbolting flanges.

15. Intermediate Gear Train - Turbine Section

The intermediate gear train shall be directly coupled from the turbine rotor and magnetically coupled to the register through the meter cover. The gear train shall be housed in the turbine measuring chamber. All moving parts of the gear train shall be made of a self-lubricating polymer or stainless steel for operation in water. Single register meters shall include intermediate gear trains, including all coordinator parts located in oil filled, "O"-ring sealed cavity which is completely separated from pipeline or surface water.

16. Automatic Valve

The automatic valve shall be of the spring-loaded, poppet type. All valve parts shall be made of lead free brass containing a minimum of 85% copper such as Envirobrass II, stainless steel, or a suitable polymer with a replaceable semi-hard EPDM rubber seat or of the weighted, link-mounted, swing type.

Only the cover must be removed to gain access to the valve for inspection or service.

The positive displacement meter shall include a self-actuated valve that directs flow through the PD meter at low flow rates and through the turbine meter at high flow rates. At high flow rates, the self-actuated throttle valve shall restrict the flow through the disc meter to minimize wear.

17. Strainer

A strainer shall be provided for the nutating disc type or oscillating piston type positive displacement meter. It shall be easily removable and have an effective straining area of double the disc meter inlet.

Strainers for the compound meters shall be made of lead free brass containing a minimum of 85% copper such as Envirobrass II. The manufacturer's name, strainer pipe size, and direction of flow shall be cast in raised letters and shall be clearly visible. The strainer screen shall be made of perforated AISI Type 18-8 stainless steel plate to prevent debris greater than 3/16 " from entering the meter. The effective area shall be at least twice the meter maincase inlet area. The 2" strainer shall be furnished with oval two-bolt flanged connections, full faced gaskets and stainless bolts. The 3" and larger strainers shall be with round flanged connections, full faced gaskets and stainless bolts.

18. Registration Accuracy

Registration accuracy over the normal operating range shall be 98.5% to 101.5%. Registration at the crossover shall not be less than 95% with direct reading registers. Registration at the crossover shall not be less than 90% with absolute encoder or generator remote registers. Registration at the extended low flow rate shall not be less than 95%.

19. Remote Capability Options

Remote Capability Options shall be as specified under General Requirements

20. Radio Frequency Capability Options

Radio Frequency Capability Options shall be as specified under General Requirements

Fire Service Meters

1. General

All meters furnished shall be manufactured by a registered ISO 9001 quality standard facility. All specifications meet or exceed the latest revision of AWWA C703.

2. Type

Meters shall consist of a combination of an AWWA Class II in-line horizontal axis turbine for measuring high rates of flow and a positive displacement bypass meter conforming to AWWA C700 for measuring low rates of flow. An automatic valve shall direct the flow from the bypass meter to the mainline meter as flow rates increase and back to the bypass meter as flow rates decrease. All components of the meter assembly shall be both UL (Underwriter's Laboratory) Listed and FM (Factory Mutual) approved for fire service use.

3. Capacity

The capacity of the meters in terms of normal operating range, maximum rate for continuous use, maximum loss of head, and extended low flow capability is as follows:

Size	Normal Operating Continuous Use Range (gpm)	Maximum Rate for Loss	Maximum of @ Max Rate (psi)	Head) Extended Flow (gpm)	Low
2"	3/4 - 1200	1200	9	3/8	
4"	3/4 - 1200	1200	9	3/8	
6"	1 1/2 - 2500	2500	10.5	3/4	
8"	2 - 4000	4000	10.5	1	
10"	2 - 6500	6500	9	1	
12"					

4. Size

The size of meters shall be determined by the nominal size (in inches) of the opening in the inlet and outlet flanges. Overall lengths of the meters shall be as follows:

Meter Size	Laying Length
4"	33"
6"	45"
8"	53"
10"	68"
12"	

5. Case

The meter body, strainer body, and valve body shall be fabricated steel with a coating of fusion-bonded epoxy both internally and externally or coated ductile iron. The meter body shall be welded to the valve body effecting a uni-body construction with the valve. The strainer outlet and meter inlet shall be connected by a Style 77 Victaulic or other UL Listed/FM Approved grooved coupling. The meter assembly shall have a rated working pressure of 175 psi.

6. Cover

The meter cover shall be cast of lead free brass containing a minimum of 85% copper such as Envirobrass II. An arrow indicating direction of flow shall be cast in raised characters on the cover. The cover shall have a rated working pressure of 175 psi. The cover shall contain a calibration vane for the purpose of calibrating the turbine measuring element while in-line and under pressure. The calibration vane shall be mounted under the register that is attached in a tamper-resistant manner.

7. External Bolts

Meter cover bolts shall be made of AISI Type 316 stainless steel.

8. Connections

Inlet and outlet flanges shall be round flanged per AWWA C207, Class D.

9. Register Construction

Registers shall be permanently roll-sealed, straight reading in gallons. Registers shall include a center-sweep test hand and low flow indicator. Registers shall be removable for replacement without interruption of the service line.

10. Register Boxes

Register boxes and covers shall be of bronze composition. The name of the manufacturer and the meter serial number shall be clearly identifiable and located on the register box covers.

11. Register Box Sealing

The register box shall be affixed to the top cover by means of a tamper-proof seal pin or an approved tamper-proof device.

12. Meter Serial Number

The meter serial number shall be on the meter flange or cover and on register box covers.

13. Encoder Register

Encoder Registers shall be as specified under General Requirements

14. Measuring Chamber Replacement

A replacement measuring chamber shall be available as a complete assembly, factory calibrated to AWWA standards, which includes the cover, registers, and the turbine measuring element. It shall be easily field removable from the meter body without the requirement of unbolting flanges.

15. Intermediate Gear Train

The intermediate gear train shall be directly coupled to the turbine rotor and magnetically coupled to the register through the meter cover. The gear train shall be housed within the turbine measuring chamber. All moving parts of the gear train shall be made of a self-lubricating polymer or AISI Type 316 stainless steel for operation in water.

16. Bypass Meter

The bypass meter shall be of a positive displacement type. The bypass meter may be piped on the left or right side of the assembly. The bypass meter shall include a self-actuated valve that directs flow through the disc meter at low flow rates, and through the turbine meter at high flow rates. At high flow rates, the self-actuated throttle valve shall restrict the flow through the disc meter to minimize wear.

17. Automatic Valve

The automatic valve shall be of the spring-loaded, knuckle-joint type. All internal linkage parts shall be stainless steel. A vulcanized rubber disc on a stainless steel clapper plate shall seal against a bronze seat. The springs shall be AISI Type 18-8 stainless steel.

General Requirements

1. Registration Accuracy

Registration accuracy over the normal operating range shall be 98.5% to 101.5%.

2. Encoder Registers

Where required, meter registers shall use true absolute encoder technology and report cumulative consumption values upon visual inspection. Registers shall be enumerated in U.S. gallons. All registers shall electronically read in 100-Gallon units. No battery dependent or pulse type systems will be accepted.

The register must be hermetically and permanently sealed so that it is impervious to dust, dirt, and moisture. It must operate under water. The manufacturer must guarantee in writing that the actual odometer reading will match the electronic read sent. If this is ever not the case, the manufacturer shall be responsible for the lost revenue at the utility's prevailing rate.

The meter register shall have three terminal connections. The connection between the meter register and the remote pit lid module shall be accomplished by the use of a three conductor wire; each end connection of the wire shall be factory sealed with epoxy. The County shall not have to make any wiring connections. Each $\frac{5}{8}$ " and $\frac{3}{4}$ " positive displacement meter shall be provided with 6 feet of wire. Each 1", 1 $\frac{1}{2}$ ", and 2" positive displacement meter shall be provided with 20 feet of wire. Each compound meter shall be provided with 20 feet of wire. Each fire service meter shall be provided with 20 feet of wire. An 8 digit ID number shall be stored in the solid state memory of the register. The ID number shall be factory set and programmable.

3. Remote Capability Options

All meters shall be equipped with true absolute encoder remote registers per AWWA C707, and meet all AWWA C703 performance standards.

All meters shall be guaranteed upgradeable to a Neptune Absolute Encoder or Sensus ICE Encoder.

4. Radio Frequency Capability Options

The metering system must be capable of being upgraded to radio frequency communications. Fulton Co. plans to read "hard-to-access" water meters equipped with meter interface units. Only true absolute encoder registers from Neptune, Sensus or approved equal will be acceptable. The system must be capable of reading them by either a "touch" type system or a radio frequency system. In the radio read system, the encoder registers will be connected to a meter interface unit that shall provide the radio link from the meter to the remote interface unit.

The manufacturer will guarantee that the reading obtained electronically matches the mechanical odometer read on the register and the manufacturer will pay the difference at the current rates whenever a discrepancy appears.

For maintenance ease, the Vendor shall be the sole manufacturer of the different components of the system. (Reading equipment, RF transmitters, encoder registers and meters)

For the purpose of ease of implementation, the system shall not require any special licensing, including licenses from FCC.

To minimize the potential for RF interference from other devices, the meter interface unit shall transmit using the Frequency Hopping Spread Spectrum technique comprised of

alternating pseudo- random frequencies within the 902 MHz to 928 MHz unlicensed bandwidth.

Power shall be supplied to the meter interface unit by a lithium battery. The batteries shall be field replaceable (the replacement shall be demonstrated), and be designed and guaranteed for a minimum twenty (20) years life expectancy. The meter interface unit shall not require reprogramming if the battery discharges before it is replaced.

No programming shall be necessary for installation.

The meter interface unit will exist in a single port to read one register or a dual port that will read two registers at one time.

The meter interface unit shall interface to ProRead AutoDetect, Sensus or approved true absolute encoder registers via a 3-conductor wire.

Each device shall have a unique pre-programmed identification number of 10 characters. The ID number will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric form. The label shall also display FCC approval information and manufacturer's designation.

The meter interface unit shall transmit the encoded meter reading and its unique ID number.

The meter interface unit shall be capable of being received by either a handheld receiver or a Drive-By receiver without special configuration or remanufacture.

Tamper resistance shall be provided by a "non-reading" if the wiring has been disconnected, indicating wire tamper. A system that only provides the last available reading is not permissible.

For pit or vault applications, the meter interface unit shall be designed for being installed through the industry standard 1-3/4" hole in the pit lid with no degradation of transmission range. The meter interface unit will be capable of mounting to various thickness of pit lids form 1/2" to 3".

The range will not be affected when the pit is flooded.

A factory potting process will protect the circuit board and the battery.

The antenna shall be made of a metallic material to withstand traffic configuration.

Special Conditions / Instructions

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 the name and contact information of the owner and the owner's representative.

EXHIBIT 2

BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$750,000.00 (Seven Hundred Fifty Thousand Dollars and Zero Cents. The detailed costs are provided on the attached Bid Form/Awarded Lines.

Attachment #1
Revised Bid Form

REVISED BID FORM

Submitted To: Fulton County Government

Submitted By: Delta Municipal Supply Company

For: **20ITBC101020A-CJC, Water Meters**

Submitted on November 23, 2020

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 site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

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)

\$ 2,513,525.00

(Dollar Amount in Numbers)

Two-million Five-Hundred Thirteen Thousand Five-Hundred Twenty-Five Dollars & Zero Cents

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he 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 items of work be increased, the Bidder proposes to do the additional work 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 completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

Item No.	Item Description	Manf. & model #.	Unit	Est. Qty.	Unit Price	Extended Price
1.	5/8" X 3/4" Positive Displacement (PD) COLD WATER METER w/ R900 V3 RADIO	Neptune T-10	Each	1000	\$205.00	\$205,000.00
2.	3/4" X 3/4" PD COLD WATER METER	Neptune T-10	Each	100	\$238.00	\$23,800.00
3.	1" X 1" PD COLD WATER METER	Neptune T-10	Each	100	\$306.25	\$30,625.00
4.	1-1/2" X 1-1/2" PD COLD WATER METER	Neptune T-10	Each	50	\$483.00	\$24,150.00
5.	2" X 2" PD COLD WATER METER	Neptune T-10	Each	10	\$590.00	\$5,900.00
6.	5/8" X 3/4" Ultrasonic COLD WATER METER w/ R900 V3 RADIO	Neptune Mach 10	Each	1500	\$247.00	\$370,500.00
7.	3/4" X 3/4" Ultrasonic COLD WATER METER	Neptune Mach 10	Each	100	\$276.00	\$27,600.00
8.	1" X 1" Ultrasonic COLD WATER METER	Neptune Mach 10	Each	500	\$297.00	\$148,500.00
9.	1-1/2" X 1-1/2" Ultrasonic COLD WATER METER	Neptune Mach 10	Each	50	\$665.00	\$33,250.00
10.	2" X 2" Ultrasonic COLD WATER METER 15-1/2" Lay Length	Neptune Mach 10	Each	50	\$980.00	\$49,000.00
11.	2" X 2" Ultrasonic COLD WATER METER 17" Lay Length	Neptune Mach 10	Each	50	\$980.00	\$49,000.00
12.	3" Ultrasonic COLD WATER METER 12" Lay Length	Neptune Mach 10	Each	50	\$2538.00	\$126,900.00
13.	4" Ultrasonic WATER METER 14" Lay Length	Neptune Mach 10	Each	50	\$3,213.00	\$160,650.00
14.	6" Ultrasonic WATER METER 24" Lay Length	Neptune Mach 10	Each	50	\$5,305.00	\$265,250.00
15.	8" FACTORY MUTUAL FIRE SERVICE METER	Neptune HP PIII	Each	30	\$12,768.00	\$383,040.00
16.	8" MEASURING CHAMBER REPLACEMENT	Neptune HP PIII UME	Each	10	\$3,488.00	\$34,880.00
17.	8" TURBINE UNIT MEASURING ELEMENT (UME)	Neptune HPT UME	Each	10	\$1,740.00	\$17,400.00
18.	10" FACTORY MUTUAL FIRE SERVICE METER	Neptune HP PIII	Each	10	\$14,784.00	\$147,840.00
19.	10" MEASURING CHAMBER REPLACEMENT	Neptune HP PIII UME	Each	5	\$4,285.00	\$21,425.00

20.	10" TURBINE UNIT MEASURING ELEMENT (UME)	Neptune HPT UME	Each	5	\$2,145.00	\$10,725.00
21.	1½ " FLANGE KIT & ACCES FOR 1 ½ " METER	AY McDonald 7610FKit	Each	5	\$110.00	\$550.00
22.	2 " FLANGE KIT & ACCES. FOR 2" METER	AY McDonald 7610FKit	Each	5	\$140.00	\$700.00
23.	TOUCH READ PAD & CONNECTION KIT	Neptune Splice-Kit	Each	100	\$15.00	\$1,500.00
24.	RADIO TRANSMITTER WITH UP TO 25 FT LEAD	Neptune R900	Each	100	\$120.00	\$12,000.00
25.	ENCODER REGISTER	Neptune Pro-Coder	Each	200	\$67.00	\$13,400.00
26.	RADIO TRANSMITTER & ENCODER REGISTER WITH UP TO 25' LEAD	ProCoder R900i	Each	500	\$190.00	\$95,000.00
27.	Data Logger	Neptune R900	Each	60	\$190.00	\$11,400.00
28.	MARKERS, WATER, EMS, NEAR SURFACE 50 ct/box	3M	Each	100	\$500.00	\$50,000.00
29.	3" HYDRANT METER	Neptune FH	Each	50	\$1,250.00	\$62,500.00
30.	HYDRANT WRENCH	Trumbull 377-5960	Each	30	\$24.00	\$720.00
31.	HYDRANT METER REBUILD KIT	Neptune FH UME	Each	10	\$700.00	\$7,000.00
32.	Advanced Meter Read Software as a Service (SaaS) annual fee for up to 90,000 Accounts	Neptune 360	Each	1	\$49,500.00	\$49,500.00
33.	Meter Read Data Collector	Neptune MRX	Each	4	\$7,000.00	\$28,000.00
34.	UME for 3" Ultrasonic Meter	Mach 10 UME	Each	5	\$2,088.00	\$10,440.00
35.	UME for 4" Ultrasonic Meter	Mach 10 UME	Each	5	\$2,688.00	\$13,440.00
36.	UME for 6" Ultrasonic Meter	Mach 10 UME	Each	5	\$3,888.00	\$19,440.00
37.	On Site Training		Hour	10	\$250.00	\$2,500.00
	TOTAL COST (LINES 1 - 35)					\$2,513,525.00

Bidder shall submit pricing exactly as directed. Bidder shall provide pricing on each of the items. Failure to comply will deem the bidder non-responsive and bid disqualified.

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.

Due to the historical price volatility of brass products, this contract will allow for price changes. Specifically, a review may be conducted jointly between the successful vendor and the County to determine the current market trend for brass products. Price adjustments will be based upon the Producer Price Index (Commodities) for WPU10250239 Copper and copper-base alloy pipe and tube, as published by the United States Bureau of Labor Statistics. Prices may be adjusted only upon written

verification of manufacturer price changes and approval by the Fulton County Board of Commissioners. Producer Price detailed statistics including current percentage changes can be accessed at www.bls.gov/ppi.com."

The Bidder furthermore agrees that, 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 thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

N/A

Dollars

(\$) according to the conditions of "Instructions to Bidders" and provisions thereof.

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 # 1 DATED 11/16/2020

ADDENDUM # 2 DATED 11/17/2020

ADDENDUM # DATED

ADDENDUM # DATED

BIDDER: Delta Municipal Supply Company

Signed by: Micheal Truelove

[Type or Print Name]

Title: Sales

Business Address: 408 Jesse Cronic Road

Braselton, GA 30517

Business Phone: 770-277-0211

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

EXHIBIT 3

PURCHASING FORMS

SECTION 3

FORM 1: PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (MICHAEL TRUELOVE),
Name

SALES DELTA MUNICIPAL SUPPLY COMPANY
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: 408 JESSE CRONIC RD

BRASELTON, GA 30517

TELEPHONE NUMBER: 770-277-0211