

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of 3rd of May, 2023, 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:	Ferguson Waterworks
ITBC Contract No. & Title:	22ITBC091A-KM, Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles
Address:	4655 Buford Hwy, Norcross, GA 30071
Telephone:	(770) 248-9037
Email:	bob.mcwhorter@ferguson.com
Contact Name & Title:	Bob McWhorter, Sales Representative

This agreement was approved by the Fulton County Board of Commissioners on, May 3, 2023, 23-0314.

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 a one-time procurement. This Agreement shall commence on the 3rd of May, 2023. The "Commencement Term" of this Agreement shall begin on the 3rd of May, 2023. 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.

1.1.1 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.

1.1.2 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.

1.1.3 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 \$175,589.69 (One Hundred Seventy-Five Thousand Five Hundred Eighty-Nine Dollars and Sixty Nine 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:

Patrick O'Connor

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, Director
Public Works

CONTRACTOR:

FERGUSON WATERWORKS

DocuSigned by:

Bob McWhorter

Bob McWhorter
Sales Representative

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

David L. Bryan

Notary Public

County: WINNETT

Commission Expires: 3-15-2027

DocuSigned by:

(Affix Seal)



ITEM#: _____	RCS: _____	2023-0314	5/3/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING			

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)



INVITATION TO BID – COMMODITIES 22ITBC091A-KM

**Ductile Iron Pipe, Restraining Gaskets
and Tapping Saddles**

For

DEPARTMENT OF PUBLIC WORKS

BID ISSUANCE DATE: Monday, December 5, 2022

BID DUE DATE AND TIME: Tuesday, January 10, 2023 at 11:00 A.M.

PURCHASING CONTACT: Keisha Massey at (404) 612-1010

E-MAIL: keisha.massey@fultoncountyga.gov

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

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INVITATION TO BID - COMMODITY

22ITBC091A-KM, Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles

Fulton County Government "County" is soliciting Bids for the procurement of ductile iron pipe, restraining gaskets and tapping saddles for the Public Works. Bid responses with required attachments must be submitted electronically online **no later than 11:00 a.m.**, local time, on **Tuesday, January 10, 2023**.

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: Keisha Massey, Assistant Purchasing Agent
Email: keisha.massey@fultoncountyga.gov
Phone: 404-612-1010

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
 - i. 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, January 10, 2023

Time: 11:00 A.M.

Web Conference Link: Join Zoom Meeting

<https://zoom.us/j/96357235020?pwd=Ti9RQnVJTVPDa0JOZGRmSEF4Rmo2QT09>

Meeting ID: 963 5723 5020

Passcode: 395448

One tap mobile

+14702509358,,96357235020#,,,,*395448# US (Atlanta)

+14703812552,,96357235020#,,,,*395448# US (Atlanta)

Dial by your location

+1 470 250 9358 US (Atlanta)

+1 470 381 2552 US (Atlanta)

+1 646 518 9805 US (New York)

+1 646 558 8656 US (New York)

+1 651 372 8299 US (Minnesota)

+1 786 635 1003 US (Miami)

+1 267 831 0333 US (Philadelphia)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 602 753 0140 US (Phoenix)

+1 669 219 2599 US (San Jose)

+1 669 900 9128 US (San Jose)

+1 720 928 9299 US (Denver)

+1 971 247 1195 US (Portland)

+1 206 337 9723 US (Seattle)

+1 213 338 8477 US (Los Angeles)

+1 253 215 8782 US (Tacoma)

Meeting ID: 963 5723 5020

Passcode: 395448

Find your local number: <https://zoom.us/j/96357235020>

Join by SIP

[96357235020@zoomcrc.com](https://zoomcrc.com/96357235020@zoomcrc.com)

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

213.19.144.110 (Amsterdam Netherlands)

213.244.140.110 (Germany)

103.122.166.55 (Australia Sydney)

103.122.167.55 (Australia Melbourne)

149.137.40.110 (Singapore)

64.211.144.160 (Brazil)

149.137.68.253 (Mexico)

69.174.57.160 (Canada Toronto)

65.39.152.160 (Canada Vancouver)

207.226.132.110 (Japan Tokyo)

149.137.24.110 (Japan Osaka)

Meeting ID: 963 5723 5020

Passcode: 395448

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 1st day of January 2023 starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2023. 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 2024 and shall end no later than the 31st day of December 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2025 and shall end no later than the 31st day of December 2025. 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 Wednesday, December 28, 2022 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(s) complying with the provisions of the ITBC - 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

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC091A-KM, Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles**

Submitted By: _____

Bid Due Date: Tuesday, January 10, 2023

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)

\$ _____

(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 lowest responsive and responsible bidder(s) per group complying with the provisions of this ITBC)

GROUP A - Ductile Iron Mechanical Joint Fittings

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.	MJ Fittings 3" – 12" with gaskets, fasteners, glands and accessories	10	ton		
	Total – Group A Line 1				\$_____

GROUP B - Ductile Iron Mechanical Joint Fittings

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
2	16" MJ sleeve with accessories	1	Each		
3	16" MJ tee with accessories	1	Each		
4	16" MJ 90-degree bend with accessories	1	Each		
5	16" MJ 45-degree bend with accessories	1	Each		
6	16" MJ 22.5 degree bend with accessories	1	Each		
7	16" MJ swivel hydrant tee with accessories	1	Each		
8	16" saddle x 12" MJ outlet w/plug & accessories	1	Each		
9	18" MJ sleeve with accessories	1	Each		
10	18" MJ tee with accessories	1	Each		
11	18" MJ 90-degree bend with accessories	1	Each		
12	18" MJ 45-degree bend with accessories	1	Each		

13	20" MJ sleeve with accessories	1	Each		
14	20" MJ tee with accessories	1	Each		
15	20" MJ 90-degree bend with accessories	1	Each		
16	20" MJ 45-degree bend with accessories	1	Each		
17	24" MJ sleeve with accessories	1	Each		
18	24" MJ tee with accessories	1	Each		
19	24" MJ 90-degree bend with accessories	1	Each		
20	24" MJ 45-degree bend with accessories	20	Each		
21	24" MJ swivel hydrant tee with accessories	1	Each		
22	24" saddle x 12" MJ outlet w/plug accessories	1	Each		
23	30" MJ sleeve with accessories	1	Each		
24	30" MJ tee with accessories	1	Each		
25	30" MJ 90-degree bend with accessories	1	Each		
26	30" MJ 45-degree bend with accessories	1	Each		
27	30" MJ swivel hydrant tee with accessories	1	Each		
28	36" MJ sleeve with accessories	1	Each		
29	36" MJ tee with accessories	1	Each		
30	36" MJ 90-degree bend with accessories	1	Each		
31	36" MJ 45-degree bend with accessories	1	Each		
32	MJ Full Tapping Sleeve and Tapping Valve 6"x 6"	10	Each		
33	MJ Full Tapping Sleeve and Tapping Valve 8" x 6"	10	Each		
34	MJ Full Tapping Sleeve and Tapping Valve 8" x 8"	1	Each		

35	MJ Full Tapping Sleeve and Tapping Valve 10" x 6"	10	Each		
36	MJ Full Tapping Sleeve and Tapping Valve 10" x 8"	1	Each		
37	MJ Full Tapping Sleeve and Tapping Valve 10" x 10"	1	Each		
38	MJ Full Tapping Sleeve and Tapping Valve 12" x 6"	1	Each		
39	MJ Full Tapping Sleeve and Tapping Valve 12" x 8"	1	Each		
40	MJ Full Tapping Sleeve and Tapping Valve 12" x 10"	1	Each		
41	MJ Full Tapping Sleeve and Tapping Valve 12" x 12"	1	Each		
42	MJ Full Tapping Sleeve and Tapping Valve 16" x 6"	1	Each		
43	MJ Full Tapping Sleeve and Tapping Valve 16" x 8"	1	Each		
44	MJ Full Tapping Sleeve and Tapping Valve 16" x 10"	1	Each		
45	MJ Full Tapping Sleeve and Tapping Valve 16" x 12"	1	Each		
TOTAL COST GROUP B (lines 2-45)					\$_____

Group C– Ductile Iron Standard Flanged Fittings

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
46	3" flange x flange 90-degree bend w/full face gasket fasteners	1	Each		
47	4" flange x flange 90 degrees with full face gaskets/fasteners	1	Each		
48	6" flange x flange 90 degrees with full face gaskets and fasteners	25	Each		
49	6" flange x flange 45-degree bend with full face gaskets and fasteners	1	Each		
50	6" flange tee with full-face gaskets and fasteners	25	Each		
51	8" flange x flange 90-degree bend with full face gaskets and fasteners	25	Each		
52	8" flange x flange 45-degree bend with full face gaskets and fasteners	1	Each		
53	8" flange tee with full-face gaskets and fasteners	25	Each		
54	10" flange x flange 90-degree bend with full face gaskets and fasteners	1	Each		
55	10" flange x flange 45-degree bend with full face gaskets and fasteners	1	Each		
56	10" flange tee with full-face gaskets and fasteners	10	Each		

57	12" flange x flange 90-degree bend with full face gaskets and fasteners	1	Each		
58	12" flange x flange 45-degree bend with full face gaskets and fasteners	1	Each		
59	12" flange tee with full-face gaskets and fasteners	1	Each		
60	3" flange x plain end spool piece 48	1	Each		
61	4" flange x plain end spool piece 48"	1	Each		
62	6" flange x plain end spool piece 72"	30	Each		
63	8" flange x plain end spool piece 72"	30	Each		
64	10" flange x plain end spool piece 72"	1	Each		
65	12" flange x plain end spool piece 72"	1	Each		
66	16" flange x plain end spool piece 72"	1	Each		
	Total – Group C Lines 46 - 66				\$ _____

Group D– Ductile iron wedge action retainer glands, Uni-Flange series 1400, EBBA Megalug, MJ Field LOK or approved equal

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
67	4" retainer gland with accessories	10	Each		
68	6" retainer gland with accessories	100	Each		
69	8" retainer gland with accessories.	50	Each		
70	10" retainer gland with accessories	15	Each		
71	12" retainer gland with accessories	10	Each		
72	16" retainer gland with accessories	5	Each		
73	18" retainer gland with accessories	5	Each		
74	20" retainer gland with accessories	5	Each		

75	24" retainer gland with accessories	3	Each		
	Total – Group D Lines 67 - 75				

Group E– Ductile iron wedge action retainer glands, Uni-Flange series 1400, EBBA Megalug, MJ Field LOK or approved equal

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
76	3" split ring megalug & accessories	5	Each		
77	4" split ring megalug & accessories	10	Each		
78	6" split ring megalug & accessories	20	Each		
79	8" split ring megalug & accessories	20	Each		
80	10" split ring megalug & accessories	15	Each		
81	12" split ring megalug & accessories	10	Each		
82	16" split ring megalug accessories	10	Each		
83	18" split ring megalug & accessories	5	Each		
84	20" split ring megalug & accessories	5	Each		
85	24" split ring megalug & accessories	5	Each		
	Total – Group E Lines 76 - 85				\$ _____

Group F – Ductile iron pipe, socket & spigot, per pressure class as listed in specifications (see Section 4)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
86	4" diameter	20	Linear Feet		
87	6" diameter	20	Linear Feet		
88	8" diameter	20	Linear Feet		
89	10" diameter	20	Linear Feet		
90	12" diameter, estimated usage,	20	Linear Feet		
91	16" diameter	20	Linear Feet		
92	18" diameter	20	Linear Feet		
93	20" diameter	20	Linear Feet		
94	24" diameter	20	Linear Feet		
95	4" fast grip or field lock restraining gasket	1	Each		
96	6" fast grip or field lock restraining gasket	1	Each		
97	8" fast grip or field lock restraining gasket	1	Each		
98	10" fast grip or field lock restraining gasket	1	Each		
99	12" fast grip or field lock restraining gasket	1	Each		
100	16" fast grip or field lock restraining gasket	1	Each		
101	18" fast grip or field lock restraining gasket	1	Each		
102	20" fast grip or field lock restraining gasket	1	Each		
103	24" fast grip or field lock restraining gasket	1	Each		

104	30" fast grip or field lock restraining gasket	1	Each		
105	36" fast grip or field lock restraining gasket	1	Each		
	Total – Group F Lines 86 - 105				\$ _____

**Group G – Stainless Steel Products Full Circle Repair Clamp
(diameter x length)**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
106	6" x 12"	25	Each		
107	8" x 12"	25	Each		
108	8" X 20"	25	Each		
109	10" X 12"	10	Each		
110	10" x 20"	10	Each		
111	12" x 12"	10	Each		
112	12" x 14"	10	Each		
113	12" x 20"	10	Each		

114	16" x 20"	10	Each		
115	24" x 20"	10	Each		
116	36" x 20"	5	Each		
	Total – Group G Lines 106-116				\$ _____

Group H – Stainless Steel Products Full Circle Service Seals (diameter x length)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
117	3/4" cc thread 8" x 12"	10	Each		
118	3/4" cc thread 8" x 20"	10	Each		
119	3/4" cc thread 10" x 12"	5	Each		
120	3/4" cc thread 10" x 20"	5	Each		
121	3/4" cc thread 12" x 12"	5	Each		
122	3/4" cc thread 12" x 20"	5	Each		
123	1" cc thread 8" x 12"	10	Each		

124	1" cc thread 8" x 20"	10	Each		
125	1" cc thread 10" x 12"	5	Each		
126	1" cc thread 10" x 20"	5	Each		
127	1" cc thread 12" x 12"	5	Each		
128	1" cc thread 12" x 20"	5	Each		
	Total – Group H Lines 117-128				\$_____

Group I - Large diameters Ductile Iron Pipes

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
129	30" diameter	18	Linear Feet		
130	36" diameter	18	Linear Feet		
131	42" diameter	18	Linear Feet		
132	48" diameter	18	Linear Feet		
133	54" diameter	18	Linear Feet		
	Total – Group I Lines 129 - 133				\$_____

Group J - Restrained Couplings

ITEM NO.	Item Description	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
134	4" restrained couplings	10	Each		
135	6" restrained couplings	60	Each		
136	8" restrained couplings	70	Each		
137	10" restrained couplings	20	Each		
138	12" restrained couplings	20	Each		
	Total – Group J Lines 134 - 138				\$ _____

GROUP TOTALS:

Group A	Total – Line 1	\$ _____
Group B	Total – Lines 2 - 45	\$ _____
Group C	Total – Lines 46 - 66	\$ _____
Group D	Total – Lines 67 - 75	\$ _____
Group E	Total – Lines 76 - 85	\$ _____
Group F	Total – Lines 86 - 105	\$ _____
Group G	Total – Lines 106 - 116	\$ _____

Group H	Total – Lines 117 - 128	\$ _____
Group I	Total – Lines 129 - 133	\$ _____
Group J	Total – Lines 134 - 138	\$ _____
GRAND TOTAL	LINES 1 – 138	\$ _____

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:

<i>Name</i>	<i>Address</i>
<hr/>	<hr/>
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END OF SECTION

SECTION 3 - CONTRACT COMPLIANCE REQUIREMENTS

Project Name & Number: 22ITBC091A-KM
DUCTILE IRON PIPE, RESTRAINING GASKETS AND TAPPING SADDLES

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT** ☐, **IS** ☐ a Minority or Female owned and controlled business enterprise. Check the appropriate box.

☐ **African American (AABE)**

☐ **Asian American (ABE)**

☐ **Hispanic American (HBE)**

☐ **Native American (NABE)**

☐ **White Female American (WFBE)**

☐ **Small Business (SBE)**

☐ **Service Disable Veteran (SDVBE)**

☐ **Disadvantage Business (DBE)**

****If yes, Prime must submit a copy of recent certification.**

☐ **Male** or ☐ **Female (Check the appropriate box).**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

Title Company 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 Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ TITLE: _____

SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

All ductile iron pipes, fittings, tapping sleeves, tapping valves, etc. shall be manufactured within the United States. The pipe shall be designed in accordance with the latest revisions of American National Standards Institute Specification A21-50 (American Water Works Association C-150) and conform to requirements of A21.51/American Water Works Association C-151, latest standards. Pipe shall meet the following minimum pressure class as listed below:

Size	Class	Metal Thickness
4"	51	.26"
6"	51	.28"
8"	51	.30"
10"	51	.32"
12"	51	.34"
16"	250	.30"
18"	250	.31"
24"	200	.33"
30"	200	.38"
36"	200	.42"
42"	200	.47"
48"	200	.51"
54"	200	.57"

All pipes shall be tested per American Water Works Association standards to 500 PSI for a period of not less than 10 seconds.

The pressure rating, metal thickness class, net weight of pipe without lining, length of pipe, and name of manufacturer shall be clearly marked on each length of pipe.

The pipe shall be cement lined and seal coated as the standard coating in accordance with the latest revision of American Water Works Association specification C104. The thickness of the cement lining shall not be less than the thickness specified under sections 4-10. Provisions of Section 4-14 relating to characteristics of bituminous seal coat as to the deleterious effect upon the quality, color, and taste of odor imparted to potable water shall be strictly observed.

Joints for ductile iron pipe shall be push-on type joints conforming to American National Standards Institute A21.11/American Water Works Association C111 equal to Fastite, Tyton, or Bell-tite with locking gaskets equal to Field Lok or American Fast-Grip or approved equal and lubricant conforming to federal specification Ww-p-421. Joints shall be so designed that when the pipe is laid and the joint completed, the gasket will be completely enclosed. The rubber gasket shall be the sole element dependent upon water tightness.

Mechanical joints for fittings shall conform to the latest revision of American Water Works Association specification C111.

All fittings 3" through 12" shall be standard short body fittings conforming to the latest revision of American Water Works Association specification C153 for 250 PSI water pressure. All MJ fittings shall be furnished complete with bolts, nuts follower glands, and gaskets. All push-on fittings shall be furnished complete with retainer gaskets and ample lubricant based on joint

size. Fittings are to be double-thickness cement lined and seal coated in accordance with the latest revision of American Water Works Association specification C104. Provisions of Section 4-14 relating to characteristics of bituminous seal coat as to the deleterious effect upon the quality, color, taste, or odor imparted to potable water shall be strictly observed. Payment for fittings shall be on the basis of American Water Works Association C110 published body weights for mechanical joint fittings, not including accessories and not including cement lining weights.

1. SPECIFICATION FOR M.J. TYPE TAPPING SLEEVE & TAPPING VALVE

Tapping sleeves shall be of a full sleeve type capable of containing pressure within the full volume of the sleeve. The sleeve shall be a mechanical joint suitable for use with Class AB or CD cast iron pipe or ductile iron pipe. The sleeve shall be rated at 200 PSI water working pressure through 12" size and 150 PSI for sleeves 14" through 18". Flanged throat section of mechanical joint sleeves through 12" size shall conform to MSS-SP60 standard. For throat sections larger than 12", the flanged section shall mate valves of the same manufacture as sleeves. All cast iron shall conform to ASTM A-126, Class B. Casting shall be clean and sound without defects that will impair their service. No plugging or welding of such defects will be allowed. Bolts, nuts, and gaskets shall be in accordance with the mechanical joint requirements of AWWA C-111. Tapping sleeves shall be capable of withstanding their rated working pressure without leakage past the side gaskets and end gaskets of the sleeve. Sleeves shall be supplied with split-end gaskets and two-piece glands. Side flange rubber gaskets shall butt against the rubber end gaskets affecting a total water-tight seal. Side and end bolts shall be of a t-head design. The throat flange shall be so designed as to afford to center of the tapping valve to the sleeve. The tapping sleeve shall be equipped with a test plug. Inside and outside of all tapping sleeves shall be coated in accordance with American Water Works Association standards and federal specifications TT-C-494A or equal. Sleeves shall be marked with the name of the manufacturer and size (run x branch).

Tapping valves shall be resilient seat type with bodies and bonnets made of ductile iron for 250 p.s.i.g. working pressure. The mating valve flange to the tapping sleeve outlet must have a raised male face, conforming to MSS SP-60, to ensure true alignment of the valve and tapping sleeve. The outlet end of the valve shall have the desired joint connection for the intended pipe.

All interior and exterior ferrous surfaces shall be protected against corrosion by fusion-bonded-epoxy coating. Coating shall be applied prior to assembly to assure coverage of all exposed areas, including bolt holes.

4"-48" shall accept full-size shell cutter

4" through 36" valves meet or exceed the requirements of ANSI/AWWA C515.

4" through 16" valves shall be UL Listed and FM-approved.

4" through 48" valves have 250 p.s.i.g. AWWA-rated working pressure.

4" through 12" valves have 250 p.s.i.g. UL and FM rated working pressure.

14" and 16" valves have 200 p.s.i.g. UL and FM rated working pressure.

The fusion-bonded-epoxy coating meets or exceeds the requirements of ANSI/AWWA C550.

Mechanical joint ends are in accordance with ANSI/AWWA C153/A21.53 and MSS SP-113.

Bolt patterns of flanged ends are in accordance with ANSI/AWWA C110/A21.10.

Raised pilot dimensions of flanged ends on tapping valves are in accordance with MSS SP-60.

Tapping valves are supplied with flanged-end hardware, including bolts, nuts, and ring-type gaskets. The flanged-end bolting is furnished standard in 304 stainless steel.

Each repair clamp will be furnished with a 3/4" brass test port with a square head for each use. The flange will conform to American Water Works Association C207, Class D-ANSI 150-pound drilling and will be stainless steel recessed to accept standard tapping valves (optional carbon steel flanges may be supplied upon request.) All stainless steel welds used in the construction of the repair clamp will conform to AWS Codes and will be treated in order to return the surrounding stainless steel material to its original corrosive-resistant condition. The repair clamp furnished will be as manufactured by the Ford Meter Box Company, Inc., or approved equally.

2. SPECIFICATION FOR STAINLESS STEEL REPAIR CLAMP

The repair clamp will be constructed of Grade 18-8, type 304 stainless steel, and will feature 5/8" stainless steel bolts with heavy hex nuts. The bolt threads must have special Fluorocarbon coating heat treated to prevent galling. Each nut and bolt will also be provided with a Nylatron GS washer to provide graphite-assisted lubrication. Stainless steel lifter bars will be incorporated into the design of the repair clamp to provide even torque distribution. (Nylatron GS is a registered trademark of the polymer corporation). The repair clamp will be furnished with a gridded rubber gasket consisting of gbr compounded for water service meeting ASTM D200080M-4AA607. The gasket will provide 360-degree circumferential support and will have 16 gauge stainless steel armors, 2.25 inches wide, vulcanized in place to span the gap between the two repair clamp section. Each repair clamp, up to 12" will be factory tested at 300 PSI.

3. SPECIFICATION FOR SPLIT RING RESTRAINT

Split ring restraints shall have a minimum safety factor of 2 to 1 and shall be constructed of ASTM A536 Ductile Iron.

4. SPECIFICATION FOR RETAINER GLANDS

Mechanical joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging actions against the pipe, increasing its resistance as the pressure increases. The flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/American Water Works Association A21.11 and ANSI/American Water Works Association C153/A21.53 of the latest revision. Twist-Off nuts shall be used, where applicable, to insure proper actuating of the restraining devices. The mechanical joint restraint device shall have a working pressure of at least 250 PSI with a minimum safety factor of 2:1 and shall be EBAA iron, inc., Megalug, MJ Field Lok, or equal.

5. SPECIFICATION FOR RESTRAINED COUPLINGS

Restrained couplings shall be Alpha XL restrained coupling as manufactured by ROMAK Industries, Inc. or equal.

6. SPECIFICATION FOR FAST GRIP RESTRAINING GASKETS

Fast-Grip Restraining Gaskets shall be manufactured by American Ductile Iron Pipe Company or U.S. Pipe Company.

7. WARRANTIES

Assignment of Manufacturers' Warranties Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

EXHIBIT 2

BID FORM RESPONSE

SECTION 2

FORM 3: BID FORM

Submitted To: Fulton County Government

For: **22ITBC091A-KM, Ductile Iron Pipe, Restraining Gaskets and Tapping Saddles**

Submitted By: Ferguson Waterworks

Bid Due Date: Tuesday, January 10, 2023

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)

\$ 932,520.64

(Dollar Amount in Numbers)

Nine hundred thirty two thousand, five hundred and twenty dollars and sixty four 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 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 lowest responsive and responsible bidder(s) per group complying with the provisions of this ITBC)

GROUP A - Ductile Iron Mechanical Joint Fittings

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.	MJ Fittings 3" – 12" with gaskets, fasteners, glands and accessories	10	ton	6827.46	68274.60
	Total – Group A Line 1				\$ 68,274.60

GROUP B - Ductile Iron Mechanical Joint Fittings

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
2	16" MJ sleeve with accessories	1	Each	812.99	812.99
3	16" MJ tee with accessories	1	Each	1769.45	1769.45
4	16" MJ 90-degree bend with accessories	1	Each	1262.70	1262.70
5	16" MJ 45-degree bend with accessories	1	Each	902.76	902.76
6	16" MJ 22.5 degree bend with accessories	1	Each	865.85	865.85
7	16" MJ swivel hydrant tee with accessories	1	Each	958.98	958.98
8	16" saddle x 12" MJ outlet w/plug & accessories	1	Each	1746.54	1746.54
9	18" MJ sleeve with accessories	1	Each	1072.24	1072.24
10	18" MJ tee with accessories	1	Each	2641.17	2641.17
11	18" MJ 90-degree bend with accessories	1	Each	1568.93	1568.93
12	18" MJ 45-degree bend with accessories	1	Each	1336.53	1336.53

13	20" MJ sleeve with accessories	1	Each	1155.71	1155.71
14	20" MJ tee with accessories	1	Each	2173.60	2173.60
15	20" MJ 90-degree bend with accessories	1	Each	1951.89	1951.89
16	20" MJ 45-degree bend with accessories	1	Each	1272.55	1272.55
17	24" MJ sleeve with accessories	1	Each	1419.67	1419.67
18	24" MJ tee with accessories	1	Each	3009.20	3009.20
19	24" MJ 90-degree bend with accessories	1	Each	2719.11	2719.11
20	24" MJ 45-degree bend with accessories	20	Each	1675.07	33501.40
21	24" MJ swivel hydrant tee with accessories	1	Each	2055.06	2055.06
22	24" saddle x 12" MJ outlet w/plug accessories	1	Each	1944.10	1944.10
23	30" MJ sleeve with accessories	1	Each	2760.20	2760.20
24	30" MJ tee with accessories	1	Each	5856.58	5856.58
25	30" MJ 90-degree bend with accessories	1	Each	4049.76	4049.76
26	30" MJ 45-degree bend with accessories	1	Each	3402.71	3402.71
27	30" MJ swivel hydrant tee with accessories	1	Each	8481.92	8481.92
28	36" MJ sleeve with accessories	1	Each	3695.43	3695.43
29	36" MJ tee with accessories	1	Each	8105.19	8105.19
30	36" MJ 90-degree bend with accessories	1	Each	6037.73	6037.73
31	36" MJ 45-degree bend with accessories	1	Each	4744.64	4744.64
32	MJ Full Tapping Sleeve and Tapping Valve 6"x 6"	10	Each	2839.01	28390.10
33	MJ Full Tapping Sleeve and Tapping Valve 8" x 6"	10	Each	3832.58	38325.80
34	MJ Full Tapping Sleeve and Tapping Valve 8" x 8"	1	Each	3977.53	3977.53

35	MJ Full Tapping Sleeve and Tapping Valve 10" x 6"	10	Each	4902.11	49021.10
36	MJ Full Tapping Sleeve and Tapping Valve 10" x 8"	1	Each	5784.53	5784.53
37	MJ Full Tapping Sleeve and Tapping Valve 10" x 10"	1	Each	6923.37	6923.37
38	MJ Full Tapping Sleeve and Tapping Valve 12" x 6"	1	Each	4902.11	4902.11
39	MJ Full Tapping Sleeve and Tapping Valve 12" x 8"	1	Each	5784.53	5784.53
40	MJ Full Tapping Sleeve and Tapping Valve 12" x 10"	1	Each	7434.92	7434.92
41	MJ Full Tapping Sleeve and Tapping Valve 12" x 12"	1	Each	9149.29	9149.29
42	MJ Full Tapping Sleeve and Tapping Valve 16" x 6"	1	Each	10771.61	10771.61
43	MJ Full Tapping Sleeve and Tapping Valve 16" x 8"	1	Each	11536.38	11536.38
44	MJ Full Tapping Sleeve and Tapping Valve 16" x 10"	1	Each	12640.77	12640.77
45	MJ Full Tapping Sleeve and Tapping Valve 16" x 12"	1	Each	14281.69	14281.69
TOTAL COST GROUP B (lines 2-45)					<u>\$322,198.32</u>

Group C– Ductile Iron Standard Flanged Fittings

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
46	3" flange x flange 90-degree bend w/full face gasket fasteners	1	Each	131.72	131.72
47	4" flange x flange 90 degrees with full face gaskets/fasteners	1	Each	203.88	203.88
48	6" flange x flange 90 degrees with full face gaskets and fasteners	25	Each	244.02	6100.50
49	6" flange x flange 45-degree bend with full face gaskets and fasteners	1	Each	280.23	280.23
50	6" flange tee with full-face gaskets and fasteners	25	Each	356.95	8923.75
51	8" flange x flange 90-degree bend with full face gaskets and fasteners	25	Each	398.49	9962.25
52	8" flange x flange 45-degree bend with full face gaskets and fasteners	1	Each	425.37	425.37
53	8" flange tee with full-face gaskets and fasteners	25	Each	594.48	14862.00
54	10" flange x flange 90-degree bend with full face gaskets and fasteners	1	Each	818.03	818.03
55	10" flange x flange 45-degree bend with full face gaskets and fasteners	1	Each	687.98	687.98
56	10" flange tee with full-face gaskets and fasteners	10	Each	903.41	9034.10

57	12" flange x flange 90-degree bend with full face gaskets and fasteners	1	Each	1063.01	1063.01
58	12" flange x flange 45- degree bend with full face gaskets and fasteners	1	Each	898.57	898.57
59	12" flange tee with full-face gaskets and fasteners	1	Each	1695.62	1695.62
60	3" flange x plain end spool piece 48	1	Each	874.13	874.13
61	4" flange x plain end spool piece 48"	1	Each	503.55	503.55
62	6" flange x plain end spool piece 72"	30	Each	823.50	24705.00
63	8" flange x plain end spool piece 72"	30	Each	1167.75	35032.50
64	10" flange x plain end spool piece 72"	1	Each	1520.78	1520.78
65	12" flange x plain end spool piece 72"	1	Each	1928.48	1928.48
66	16" flange x plain end spool piece 72"	1	Each	3083.40	3083.40
	Total – Group C Lines 46 - 66				<u>\$ 122,734.85</u>

Group D– Ductile iron wedge action retainer glands, Uni-Flange series 1400, EBBA Megalug, MJ Field LOK or approved equal

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
67	4" retainer gland with accessories	10	Each	58.58	585.80
68	6" retainer gland with accessories	100	Each	72.35	7235.00
69	8" retainer gland with accessories.	50	Each	98.59	4929.50
70	10" retainer gland with accessories	15	Each	140.20	2103.00
71	12" retainer gland with accessories	10	Each	188.43	1884.30
72	16" retainer gland with accessories	5	Each	338.12	1690.60
73	18" retainer gland with accessories	5	Each	457.25	2286.25
74	20" retainer gland with accessories	5	Each	557.94	2789.70

75	24" retainer gland with accessories	3	Each	756.03	2268.09
	Total – Group D Lines 67 - 75				25,772.24

Group E– Ductile iron wedge action retainer glands, Uni-Flange series 1400, EBBA Megalug, MJ Field LOK or approved equal

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
76	3" split ring megalug & accessories	5	Each	72.28	361.40
77	4" split ring megalug & accessories	10	Each	124.73	1247.30
78	6" split ring megalug & accessories	20	Each	176.07	3521.40
79	8" split ring megalug & accessories	20	Each	216.80	4336.00
80	10" split ring megalug & accessories	15	Each	270.67	4060.05
81	12" split ring megalug & accessories	10	Each	336.19	3361.90
82	16" split ring megalug accessories	10	Each	823.72	8237.20
83	18" split ring megalug & accessories	5	Each	1011.89	5059.45
84	20" split ring megalug & accessories	5	Each	1260.32	6301.60
85	24" split ring megalug & accessories	5	Each	2083.20	10416.00
	Total – Group E Lines 76 - 85				\$46,902.30

Group F – Ductile iron pipe, socket & spigot, per pressure class as listed in specifications (see Section 4)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
86	4" diameter	20	Linear Feet	48.48	969.60
87	6" diameter	20	Linear Feet	33.71	674.20
88	8" diameter	20	Linear Feet	48.07	961.40
89	10" diameter	20	Linear Feet	63.31	1266.20
90	12" diameter, estimated usage,	20	Linear Feet	80.17	1603.40
91	16" diameter	20	Linear Feet	95.99	1919.80
92	18" diameter	20	Linear Feet	111.31	2226.20
93	20" diameter	20	Linear Feet	131.74	2634.80
94	24" diameter	20	Linear Feet		3165.80
95	4" fast grip or field lock restraining gasket	1	Each	106.33	106.33
96	6" fast grip or field lock restraining gasket	1	Each	150.97	150.97
97	8" fast grip or field lock restraining gasket	1	Each	204.48	204.48
98	10" fast grip or field lock restraining gasket	1	Each	257.07	257.07
99	12" fast grip or field lock restraining gasket	1	Each	296.93	296.93
100	16" fast grip or field lock restraining gasket	1	Each	672.16	672.16
101	18" fast grip or field lock restraining gasket	1	Each	831.95	831.95
102	20" fast grip or field lock restraining gasket	1	Each	961.98	961.98
103	24" fast grip or field lock restraining gasket	1	Each	1335.43	1335.43

104	30" fast grip or field lock restraining gasket	1	Each	1854.77	1854.77
105	36" fast grip or field lock restraining gasket	1	Each	2576.07	2576.07
	Total – Group F Lines 86 - 105				\$ <u>24,669.54</u>

**Group G – Stainless Steel Products Full Circle Repair Clamp
(diameter x length)**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
106	6" x 12"	25	Each	162.26	4056.50
107	8" x 12"	25	Each	190.56	4764.00
108	8" X 20"	25	Each	310.27	7756.75
109	10" X 12"	10	Each	244.31	2443.10
110	10" x 20"	10	Each	375.41	3754.10
111	12" x 12"	10	Each	282.89	2828.90
112	12" x 14"	10	Each	319.87	3198.70
113	12" x 20"	10	Each	445.89	4458.90

114	16" x 20"	10	Each	845.51	8455.10
115	24" x 20"	10	Each	1747.29	17472.90
116	36" x 20"	5	Each	3154.20	15771.00
	Total – Group G Lines 106-116				<u>\$ 74,959.95</u>

Group H – Stainless Steel Products Full Circle Service Seals (diameter x length)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
117	3/4" cc thread 8" x 12"	10	Each	241.71	2417.10
118	3/4" cc thread 8" x 20"	10	Each	361.43	3614.30
119	3/4" cc thread 10" x 12"	5	Each	295.47	1477.35
120	3/4" cc thread 10" x 20"	5	Each	426.57	2132.85
121	3/4" cc thread 12" x 12"	5	Each	334.05	1670.25
122	3/4" cc thread 12" x 20"	5	Each	497.05	2485.25
123	1" cc thread 8" x 12"	10	Each	241.71	2417.10

124	1" cc thread 8" x 20"	10	Each	361.43	3614.30
125	1" cc thread 10" x 12"	5	Each	295.47	1477.35
126	1" cc thread 10" x 20"	5	Each	426.57	2132.85
127	1" cc thread 12" x 12"	5	Each	334.05	1670.25
128	1" cc thread 12" x 20"	5	Each	497.05	2485.25
	Total – Group H Lines 117-128				\$ <u>27,594.20</u>

Group I - Large diameters Ductile Iron Pipes

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
129	30" diameter	18	Linear Feet	343.42	6181.56
130	36" diameter	18	Linear Feet	642.12	11558.16
131	42" diameter	18	Linear Feet	842.10	15157.80
132	48" diameter	18	Linear Feet	1061.85	19113.30
133	54" diameter	18	Linear Feet	1340.79	24134.22
	Total – Group I Lines 129 - 133				\$ <u>76,145.04</u>

Group J - Restrained Couplings

ITEM NO.	Item Description	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
134	4" restrained couplings	10	Each	454.12	4541.20
135	6" restrained couplings	60	Each	625.46	37527.60
136	8" restrained couplings	70	Each	807.82	56547.40
137	10" restrained couplings	20	Each	1025.42	20508.40
138	12" restrained couplings	20	Each	1207.25	24145.00
	Total – Group J Lines 134 - 138				\$ 143,269.60

GROUP TOTALS:

Group A	Total – Line 1	\$ 68,274.60
Group B	Total – Lines 2 - 45	\$ 322,198.32
Group C	Total – Lines 46 - 66	\$ 122,734.85
Group D	Total – Lines 67 - 75	\$ 25,772.24
Group E	Total – Lines 76 - 85	\$ 46,902.30
Group F	Total – Lines 86 - 105	\$ 24,669.54
Group G	Total – Lines 106 - 116	\$ 74,959.95

Group H	Total – Lines 117 - 128	\$ <u>27,594.20</u>
Group I	Total – Lines 129 - 133	\$ <u>76,145.04</u>
Group J	Total – Lines 134 - 138	\$ <u>143,269.60</u>
GRAND TOTAL	LINES 1 – 138	\$ <u>932,520.64</u>

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 # N/A DATED N/A

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: Ferguson Waterworks

ADDRESS: 4655 Buford Hwy

CITY/STATE/ZIPCODE: Norcross GA 30071

CONTACT NAME: Bob Mcwhorter

EMAIL ADDRESS: Bob.Mcwhorter@Ferguson.com

BUSINESS PHONE: 770-248-9037

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

<i>Name</i>	<i>Address</i>
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END OF SECTION

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$175,589.69 (One Hundred Seventy-Five Thousand Five Hundred Eighty-Nine Dollars and Sixty Nine Cents)The detailed costs are provided on the attached Bid Form/Awarded Lines.

EXHIBIT 3

CONTRACT COMPLIANCE DOCUMENTS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Bob Mcwhorter),
Name

Sales Representative

Ferguson Waterworks

Title

Company 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 Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Bob Mcwhorter TITLE: Sales Representative

SIGNATURE: 

ADDRESS: 4655 Buford Hwy, Norcross GA 30071

PHONE NUMBER: 770-248-9037 EMAIL: bob.mcwhorter@ferguson.com