June 10, 2016

Water & Sewer Materials BID # 16-101

Prospective Bidders:

The City of Loganville is seeking bids for an annual contract for water distribution and sanitary sewer parts and piping materials to be ordered as needed from August 2016 through June 2017 in accordance with the specifications and information contained herein. Descriptive literature, samples and all other required information shall be included with your bid. Any exceptions to the specifications shall be listed in the space provided.

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Autron Hayes, Director of Utilities, P.O. Box 39 Loganville, Georgia 30052 from 8:00 a.m. to 4:00 p.m. The telephone number is (770) 466-1306 or email address: ahayes@loganville-ga.gov. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

If you do not submit a bid, please indicate in writing your reason(s) why and return that information to the City. Failure to do so may cause your company's name to be removed from the bidders list, as the information is needed for our files.

Your bid should be attached on the attached pricing sheet. All prices shall be F.O.B. Destination City of Loganville Department of Utilities or job site. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned. Use a separate envelope for each bid submitted.

BID MUST BE SUBMITTED TO:
CITY OF LOGANVILLE DEPARTMENT OF UTILITIES
POST OFFICE BOX 39
LOGANVILLE, GEORGIA 30052
BID # 16-101
REFERENCE: Water & Sewer parts & piping materials
Bid Opening: July 26, 2016 @ 10:00 a.m.
Location: City Hall 4385 Pecan Street
Loganville, Ga. 30052

THE CITY RESERVES THE RIGHT TO REJECT OR ACCEPT ANY OR ALL BIDS AND TO WAIVE TECHNICALITIES, INFORMALITIES, AND MINOR IRREGULARITIES IN BIDS RECEIVED.

BID SUPPLEMENTAL FORM

CITY OF LOGANVILLE

DATE: _____ BID: 16-101 - Water & Sewer Materials

NOTICE: *City of Loganville Purchasing Policy prohibits awards to a (1) City employee, (2) employee of a constitutional officer, (3) a City Council Member, (4) Constitutional Officer or to a company/business where a City employee/Constitutional Officer holds any interest. These prohibitions also apply to immediate family members of those listed above.* By signing below you are confirming that these prohibitions do not apply to your company/bid.

List of Equipment:

References: Name Title Organization Phone Number email address

1.

2.

3.

The _____(Bidder) takes the following exceptions to the specification and bid documents:

SIGNATURE: _____

Owner: City of Loganville
Project: WATER & SEWER PARTS,PIPING & MATERAILS
Bid No: 16-101

GENERAL TERMS AND CONDITIONS

1. Preparation of Bids

1A. Bidder has examined the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.

1B. Bidder has furnished all information required by the invitation for bid. Erasures or other changes must be initialed.

1C. Bidder has submitted bid using bidder's exact legal name in the appropriate space.

2. Submission of Bids

2A. Bids and amendments shall be enclosed in sealed envelopes, addressed to the office specified in the invitation for bids with the name and address of the bidder, the reference and bid number on the face of the envelope.

2B. The City of Loganville shall not be responsible for the premature opening of a bid not properly addressed and identified by bid number and reference and /or delivered to an improper destination.

2C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Any sample submitted shall create an express warranty that the whole of the goods and/or service shall conform to the sample submitted. Unless otherwise specified, samples will be returned at the bidders request and expense if items are not destroyed by testing.

2D. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.

2E. Full identification of each item bid upon, including brand name, model, and catalog numbermust be furnished to identify exactly what the bidder is offering.

2F. All items to be furnished shall be new and in current production unless otherwise stated. The quality of items shall not be deteriorated so as to impair their usefulness

2G. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

2H. The bid, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of opening of the bids as set out in the invitation for bids unless specifically excepted to in your bid.

2I. All prices shall be quoted FOB destination, City of Loganville or job site.

3. Discounts

3A. Bidders are urged to offer cash discounts for prompt payment. Such discounts will be factor in the award. Offers of discounts for payments within (10) days following the end of the month or at least 15 days after receipt of invoice are preferred.

3B. In connection with any discount offered, time will be computed from date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.

3C. For payment of full invoice price, minimum terms of net 30 are preferred, to allow sufficient payment processing time.

4. Evaluation of Bids

The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the City. Accordingly, to insure that sufficient information is available, the bidder may be required to submit financial information, literature, samples, references or other information prior to award.

5. Award

Award will be made to the lowest responsive, responsible bidder. Unit price, payment terms, references and any exceptions listed will be taken into consideration in making the award. The city may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the city may request. The City reserves the right to reject any bid if the evidence submitted by, or if the City's investigation of such bidder fails to satisfy the City that such bidder is properly qualified.

6. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications, shall list such deviations in the space provided or on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

7. Preference shall be given to the bidder submitting the lowest and best firm price for the term of the contract. Should it be found that due to unusual market conditions it is necessary for the City to accept a price with an escalation clause, the following shall apply:

7A. The contract price shall be frozen for a specified period. This period must be shown on your bid.

7B. Cost data to support any proposed increase must be submitted to the Director of Utilities not less than TEN (10) days prior to the effective date of any such requested price increase.

7C. Any adjustment allowed shall consist of bona fide cost increases resulting from situations as unforeseen raw material cost increase which may be passed on to the consumer.

7D. No adjustments shall be made to compensate a supplier for inefficiency in operation or for additional profit.

7E. Bids indicating price in effect at time of shipment will be considered invalid.

7F. No price changes will be honored until two (2) copies of the list changes are received by the Director of Utilities.

8. The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful bidder." The term "City" shall mean City of Loganville.

9. **Brand Name or Trade Name**

9A. If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such as identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the City to meet its needs in all respects.

9B. If the bidder proposes to furnish another product, such shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the city. Accordingly, to insure that sufficient information is available, the bidder may be required to submit literature and/or samples prior to award.

10. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Director of Utilities, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Utilities shall constitute authority for the City to purchase in open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Director of Utilities for any expense incurred in excess of contract prices or the City shall have a right to deduct such amount for monies owed the defaulting contractors. Such purchases shall be deducted from contract quantities. Alternatively, the City may impose a late delivery penalty on a delinquent contractor of one percent (1%) per day for a period of up to TEN (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Utilities.

11. Non-Collusion

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion and fraud. An affidavit of non-collusion, if included in bidding instructions, shall be executed.

12. Default

The contract may be cancelled or annulled by the Utilities Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next lowest responsive and responsible bidder, or articles similar to those so terminated may be purchased on the open market. In either event, the defaulting contractor (or his surety) shall be liable to the City for cost to the City in excess of the defaulted contract prices; provided, however that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of this contractor to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the Utilities Director, shall constitute contract default.

13. Guarantee

The material shall be guaranteed to be free from defects of construction, conception and workmanship for a period of at least twelve (12) months from the date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.

14. Patent Indemnity

The contractor guarantees to save the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

15. Packaging

Bidder shall indicate how his product is supplied and the packaging of the product. All products must be packaged in a manner that will afford reasonable protection against moisture, contamination and tampering. Items must be furnished in manufacturer's original unopened package or container.

16. Upon request by the City, information on products awarded shall be provided by the contractor

17. Final inspection of all products and decisions of acceptance or rejection will be made by the City. Final inspection shall be conclusive except with respect to latent defects, fraud or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of this product will be made as soon as practicable, but failure to inspect shall not be constructed as a wavier by the City to claim reimbursement or damages for such products which are later found to be in nonconformance with specifications.

18. Bidder Qualifications

The ability of the contractor to provided dependable and prompt service shall be an important consideration in awarding a contract

19. Ability To Perform

The bidder may be required, upon request, to provide to the satisfaction of the City of Loganville that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the City of Loganville, then the bid of such bidder may be rejected.

20. Unauthorized Performance

No compensation will be paid to the contractor by the City for work performed as a result of this contract unless the work is requested in the invitation for bids and the price for such work is specified by the contractor in his or her bid. If additional work not requested in the invitation for bids must be performed in satisfaction of the contract, then approval shall be given in writing by the

Director of Utilities prior to the additional work or service /product being performed and/or delivered.

21. Each item or sub-item shall be individually priced per unit as shown under "unit price" column. Bidder shall multiply the unit price bid by the quantity listed under the quantity column and the total shall be indicated in the extended price column. In case of error in extensions or additions or in case of discrepancy between the unit price and the extended price, unit price shall prevail.

22. Prices quoted shall be firm for the period of the contract.

23. Bidder shall specify manufacturer or trade name or product number for each line item bid in the space provided on the proposal pages. Failure to do so or the Inclusion of remarks such "as specified" will be cause for rejection of bid.

24. In return for prices submitted, the city will purchase all of its requirements of the products listed herein from the successful bidder. It is provided, however, that when quality or quantity levels are not satisfactory to the City, an exception to this commitment will be granted.

25. **Quantities**

Quantities listed herein are estimates only for the period specified. No guarantee to purchase the amounts shown is intended or implied. The City reserves the right to order larger or smaller quantities at the prices stated in the bid of the successful bidder.

26. **Substitution of Requested Items**

The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. It shall be the contractor's responsibility to obtain such substitute. In the event any contractor consistently needs to substitute or refuses to substitute products, The City reserves the right to terminate the contract or invoke the "Delivery failures" clause stated herein.

27. **Responsibility for Damaged Claims**

The contractor shall indemnify, hold harmless and defend the City and its officers, agents and representatives, from all suits, actions, claims, or damages sustained by any person or property due to the negligent acts or omissions by the contractor, or any of his officers, employees, subcontractors, assignees or representatives in the performance of the contract. In the event the City and the contractor are found to be joint tortfeasors with respect to injuries or damages, the contractor's obligations to indemnify the City under this section shall extend only to the contractor's prorate share of negligence as determined in accordance with Georgia State Statutes.

28. Assignment of any contract resulting from this invitation to bid will not be authorized.

29. None of the various City Departments or agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.

30. This contract may be cancelled by either party upon submitting thirty (30) days written notice of intent to cancel to the other party.

31. The City reserves the right to increase or decrease quantities shown without penalty.

32. Failure to observe any of the instructions or conditions in this invitation for bid shall constitute grounds for rejection of bid.

33. All of the specifications and information contained in this invitation for bid, unless specifically excepted to in writing and exceptions included with the bid will form the basis of the contract between the successful bidder (the contractor) and the purchaser. Caution should be taken by the bidder that all questions are answered in the spaces provided and all requested information is submitted.

34. If multiple line items are listed on the pricing sheet, such items may be awarded by line item, by groups or by lump sum award. The award will be made in the best interest of the City of Loganville. If your company will not accept a split award for this invitation for bids, you must so indicate on the attached pricing sheet.

35. The City may, at its option and with the approval of the Contractor, extend the period of the agreement up to two additional years, one year at a time. The contractor shall be notified in writing by the Director of Utilities of the City's intention to extend the contract period at least 30 days prior to the expiration of the original contract period.

36. The City reserves the right to waive immaterial defects in a bid or proposal, in the interest of avoiding denial of bona fide competition for reasons that are inconsequential.

37. The Bid opening is open to the public. Bid tabulations will be available for public viewing for a period of 90 days from the bid opening date. If you would like a copy of the bid tabulation, it may be obtained from the Department of Utilities at .25 cents per page.

38. Bid security - **Bidder accepts all of the terms and conditions of the Bid Form. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner to**

complete all Work as specified for the price indicated in this Bid. Bidder shall sign the Agreement within 10 days after the date of Owner's notice of award.

THE BIDDER SHALL COMPLETE THE FOLLOWING AS APPLICABLE:

AN INDIVIDUAL

BY _____ (Individual's Name)

Doing business as _____

A PARTNERSHIP

By _____ (Firm Name)

A CORPORATION

BY _____ (Corporation Name)

State of Incorporation _____

By: _____ (Name)

_____ (Title)

Attest _____

(Corporate seal)

Business address _____

_____

Phone Number: _____

Submitted On _____, 2012 .

NOTES AND INSTRUCTIONS TO BIDDERS

1. **BIDS WILL NOT BE ACCEPTED FROM ANY PERSON, FIRM OR CORPORATION WHO IS IN ARREARS IN ANY DEBT OR OBLIGATION TO THE CITY OF LOGANVILLE.**

2. The bid made by any company or firm must be signed in a legal manner in the name of such company or firm by a duly authorized officer, member or representative, whose name and representative capacity shall be stated, and the address of the principle place of business must be shown.

3. Included with your bid a list of three (3) jobs that your company has done that is of the same or similar nature to the work described herein. For each job listed included a brief description of the work, a contact person (representing the owner), mailing address, phone number and the date job was completed.

4. Successful bidder must be insured. **Proof of insurance required.**

5. **IN COMPLIANCE WITH GEORGIA CODE SECTION 13-10-91, THE ATTACHED BIDDER'S AFFADAVIT OF COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH YOUR BID.**

If you do not submit a bid, please indicate in writing your reason(s) why and return that information to the City of Loganville Department of Utilities.

PLEASE FILL OUT AND RETURN WITH YOUR BID, THE BIDDER'S AFFIDAVIT OF COMPLIANCE, REFERENCE SHEET.THE BID SHEET FORM, THE QUOTE FORM,AND THE INFORMATION PAGE.

FAILURE TO PERFORM

It is important to note that if a company is awarded all or part of this invitation for bid, The City of Loganville expects the successful company to totally fulfill the contract and to satisfactory perform all duties hereunder for the duration of the contract. Failure to so perform will result in said company being removed from the City of Loganville Prospective Suppliers list for that commodity.

WITHDRAWAL OF BIDS

Withdrawal of all or part of a bid submitted to the City of Loganville must be done prior to bid opening. After the bid opening, Bids may only be withdrawn with the permission of the City of Loganville Director of Utilities.

BIDDER RESPONSIBILITY

Please note that it is the responsibility of each bidder to completely read all of the specifications and requirements in this invitation for bids. After doing so, if you have any questions, the questions shall be submitted in writing to the City of Loganville Department of Utilities at least three (3) days or sooner before the bid opening. The successful bidder shall meet and be responsible for all of the specifications and requirements contained in this invitation for bids.

WATER & SEWER DISTRIBUTION PARTS
SPECIFICATIONS

INTRODUCTION

The City of Loganville Department of Utilities is seeking bids for water distribution parts to be ordered as needed. The contract resulting from this bid will be from August 2016 through June 2017.

INFORMATION AND INSTRUCTIONS

1. List your company's name on each pricing sheet in the space provided.

2. Please give an extended price for each item bid.

3. Give a total price for each section or group of items that you bid even if you do not bid every item in that group.

4. It is important that you list the total bid price for all of the items that you bid on.

5. Quantities listed herein are estimates only based on past usage. Only those quantities actually needed by the City of Loganville Department of Utilities shall be purchased.

6. This bid may be awarded by line item, by group of items, or on a lump sum award basis. It will be awarded in a manner that is in the best interest of The City of Loganville Department of Utilities as determined by the City of Loganville.

BID # 16-101

INFORMATION PAGE

COMPANY_____

AUTHORIZED REPRESENATIVE _____
(Print or Type)

AUTHORIZED REPRESENATIVE_____
(Signature)

TITLE_____

MAILING ADDRESS_____

_____

TELEPHONE NUMBER: ( ) _____

FAX NUMBER: ( ) _____

EMAIL ADDRESS: _____

DATE:_____

If you do not submit a bid, please indicate in writing your reason(s) why and return that information to the Utilities Department.

WATER DISTRIBUTION PARTS - PRICING SHEET

CATEGORY	ITEM #	DESCIPTION	SPECIFICATIONS	APPROX # ORDERED IN 2011	BRAND	UNIT PRICE	EXTENDED PRICE
BRASS	1	3/4" Curb Stop		150			
	2	3/4" CORP STOP		50			
	3	3/4" COUPLING		200			
	4	3/4 "TEE		25			
	5	3/4 "T NUT		125			
	6	3/4" 90'S		25			
	7	3/4" MIPS		25			
	8	3/4 "FMIPS		25			
	9	3/4"BUSHINS		25			

Company Name: _____

WATER DISTRIBUTION PARTS - PRICING SHEET

CATEGORY	ITEM #	DESCIPTION	SPECIFICATIONS	APPROX # ORDERED IN 2011	BRAND	UNIT PRICE	EXTENDED PRICE
SEWER PIPE	10	2" HYMAX		10			
	11	6" HYMAX		10			
	12	8" HYMAX		10			
	13	10" HYMAX		7 TO 10			
	14	12" HYMAX		7 TO 10			
COPPER	15	3/4"X3"FULL CIRCLE CLAMP		100			
	16	3/4"X6" FULL CIRCLE CLAMP		50			
	17	1"X3" FULL CIRCLE CLAMP		70			
	18	1"X6" FULL CIRCLE CLAMP		50			
	19	2"X 6"FULL CIRCLE CLAMP		10			
WATER PIPE	20	2" PVC SCH 40		200 FT			
	21	6"DI c 250		200 FT			
	22	8" DI c250		200 FT			
	23	10" DI c250		200 FT			

Company Name: _____

WATER DISTRIBUTION PARTS - PRICING SHEET

CATEGORY	ITEM #	DESCIPTION	SPECIFICATIONS	APPROX # ORDERED IN 2011	BRAND	UNIT PRICE	EXTENDED PRICE
HYMAX	24	2" HYMAX		10			
	25	6" HYMAX		10			
	26	8" HYMAX		10			
	27	10" HYMAX		7 TO 10			
	28	12" HYMAX		7 TO 10			
COPPER	29	3/4"X3"FULL CIRCLE CLAMP		100			
	30	3/4"X6" FULL CIRCLE CLAMP		50			
	31	1"X3" FULL CIRCLE CLAMP		70			
	32	1"X6" FULL CIRCLE CLAMP		50			
	33	2"X 6"FULL CIRCLE CLAMP		10			
WATER PIPE	34	2" PVC SCH 40		200 FT			
	35	6"DI		200 FT			
	36	8" DI		200 FT			
	37	10" DI		200 FT			

WATER DISTRIBUTION PARTS - PRICING SHEET

CATEGORY	ITEM #	DESCIPTION	SPECIFICATIONS	APPROX # ORDERED IN 2011	BRAND	UNIT PRICE	EXTENDED PRICE
BRASS	38	2" Curb Stop		15			
	39	2" CORP STOP		15			
	40	3/4"X1" WYE		200			
	41	3/4X1"Tee's		25			
	42	3/4X1"REDUCERS		125			
POLYETHYLENE PIPE	43	3/4" BLK POLY ROLL 100'	DR9 pc 200	40			
	44	1'" BLK POLY ROLL 100'	DR9 pc 200	40			
INSERTS	45	3/4" PLASTIC INSERTS		2000			
	46	1" PLASTIC INSERTS		2000			

Company Name: _____

WATER DISTRIBUTION PARTS - PRICING SHEET

CATEGORY	ITEM #	DESCIPTION	SPECIFICATIONS	APPROX # ORDERED IN 2011	BRAND	UNIT PRICE	EXTENDED PRICE
BRASS	47	1 1/2" Gate Valve		10			
	48	3/4" Dual Check Valve		60			
	49	1" Dual Check Valve		10			
	50	2" Gate valve Brass		12			
Coupling	51	2" Galvanized Dresser		10			
METER BOXES	52	METER BOX NO LID		50			
	53	METER LID W HOLE IN TOP		300			

Company Name: _____

WATER DISTRIBUTION PARTS - PRICING SHEET

CATEGORY	ITEM #	DESCIPTION	SPECIFICATIONS	APPROX # ORDERED IN 2011	BRAND	UNIT PRICE	EXTENDED PRICE
BRASS/NIPPLES	54	3/4" Closed Nipple		25			
	55	1" Brass Closed Nipple		25			
	56	1 1/2 Closed Nipple		25			
	57	2" Closed Nipple		30			
	58	2x4 brass nipple		30			
	59	2x6 brass nipple		30			
	60	2x12 Brass Nipple		30			
VALVES	61	2"MJ GATE VALVE		8			
	62	6" MJ GATE VALVE		1			
	63	8" MJ GATE VALVE		3			
	64	10" MJ GATE VALVE		2			
	65	12" MJ GATE VALVE		1			

Company Name: _____