

ADVERTISEMENT FOR BIDS  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: JUNE 11, 2009**

Cobb County will receive Sealed Bids before 12:00 NOON, June 11, 2009 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 09 – 5414  
ANNUAL CONTRACT  
FIRE HYDRANTS/HYDRANTS REPAIR PARTS AND SERVICE  
COBB COUNTY WATER SYSTEM**

**No bids will be accepted after the 12:00 noon deadline.**

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008. Bids received after the date and time indicated will not be considered.

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org):

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: MAY 29, 2009  
JUNE 5, 2009



SUBMIT BID/PROPOSAL TO:  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 09-5414  
ANNUAL CONTRACT  
FIRE HYDRANTS/HYDRANTS REPAIR PARTS AND FITTINGS  
COBB COUNTY WATER SYSTEM

**DELIVERY DEADLINE: JUNE 11, 2009 BEFORE 12:00 (NOON) EST  
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: JUNE 11, 2009 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE)      NAME      TITLE

SIGNATURE OF OFFICER ABOVE: \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 09-5414; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

**NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES**

Advertise Dates: MAY 29, 2009  
JUNE 5, 2009

## BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

### 1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

### 2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

### 3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

### 4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

### 5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

### 6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



*Cobb County...Expect the Best!*

**INVITATION TO BID**

**SEALED BID # 09-5414  
ANNUAL CONTRACT  
FIRE HYDRANTS/HYDRANTS REPAIR PARTS AND FITTINGS  
COBB COUNTY WATER SYSTEM**

**BID OPENING DATE: JUNE 11, 2009**

BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008  
**BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
**BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 67076**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

**"STATEMENT OF NO BID"  
SEALED BID NUMBER 09-5414  
ANNUAL CONTRACT**

**FIRE HYDRANTS/HYDRANTS REPAIR PARTS AND FITTINGS**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**COBB COUNTY**  
PURCHASING DEPARTMENT  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400/FAX (770) 528-1154  
www.cobbcounty.org

---

## **IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

---

### **BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY**

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

*Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2<sup>nd</sup> Floor, Conference/Bid Room, Marietta, GA 30008.*

Thank you in advance for your cooperation.

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

DELIVER TO:  
COBB COUNTY PURCHASING  
1772 County Services Parkway  
Marietta, GA 30008-4012

---

**SEALED BID # 09-5414 DATE: June 11, 2009**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION: Annual Contract**  
**Fire Hydrants/Hydrants Repair Parts and Fittings**

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**

**INVITATION TO BID  
ANNUAL CONTRACT  
FIRE HYDRANT/HYDRANT REPAIR PARTS AND FITTINGS  
SEALED BID #09-5414**

**General Instructions For Bidders, Terms and Conditions**

**I. Preparation Of Bids**

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Due to the large number of vendors listed in certain categories of the Cobb County vendor's list, not all vendors will necessarily be sent an Invitation to Bid each time one is issued. Invitations to Bid issued by Cobb County are advertised on Cobb County TV23, the Cobb County Internet site <http://www.cobbcounty.org> and every Friday in the Marietta Daily Journal.

**II. Delivery**

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received seven (7) working days prior to bid opening in order for a reply to reach all bidders before the close of the bid. Any information given to a prospective bidder concerning an invitation to bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Division will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Purchasing Division prior to bid submittal.

#### **IV. Submission of Bids**

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

## **V. Withdraw Bid Due To Errors**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

## **VI. Testing and Inspection**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

## **VII. F.O.B. Point**

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

## **VIII. Patent Indemnity**

The contractor guarantees to hold the County, 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 contract, for which the contractor is not the patentee, assignee or licensee.

## **IX. Discounts**

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

## **X. Award**

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid

there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Bids are available for public inspection within 24 hours after bid opening, by appointment only.

**XI. Delivery Failures**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor 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 County 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 Purchasing Director.

**XII. County Furnished Property**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

**XIII. Reject And Withdraw Bids**

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

**XIV. Contract**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

**XV. Non-Collusion**

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVI. Conflict of Interest, Etc.**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose

of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

## **XII. Default**

The contract may be cancelled or annulled by the Purchasing 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 low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County 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 the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

## **XIII. Disputes**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

## **XIX. Substitutions**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations 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.

**XX. Ineligible Bidders**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XXI. Alterations Of Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXII. Termination For Convenience**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

**XXIII. Inter-governmental Agreement**

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

**XXIV. Indemnification and Hold Harmless**

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule,

regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

**XXV. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

**XXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*

## **XXVII. Americans With Disabilities Act**

Cobb County requires all contractors to comply with applicable sections of the Americans With Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

**XXVIII. Evidence of Compliance with Georgia Security & Immigration Compliance Act**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

- \_\_\_\_\_ 500 or more employees;
- \_\_\_\_\_ 100 or more employees; or
- \_\_\_\_\_ fewer than 100 employees

*(Contractor must initial appropriate category).*

---

Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

**THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE**

*SEE AFFIDAVITS ON FOLLOWING PAGES*

**CONTRACTOR AFFIDAVIT & AGREEMENT  
EXHIBIT A**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

BY: \_\_\_\_\_  
Authorized Officer or Agent  
[Contractor Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

---

**SUBCONTRACTOR AFFIDAVIT  
EXHIBIT A-1**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

BY: \_\_\_\_\_  
Authorized Officer or Agent  
[Contractor Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

---

**EXHIBIT B  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION  
FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Mr. Rick Brun, Purchasing Director  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

MBE Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

<p><b>This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated</b></p>
--

**Instructions for Completing Exhibit C**  
**Disadvantaged Business Enterprise (DBE)**  
**Participation Report**

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

\*\*\* **Instructions** \*\*\*

1. Contractor/Vendor is furnished the one-page ***DBE Participation Report*** form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

**EXHIBIT C**  
**Cobb County Government Disadvantaged**  
**Business Enterprise Participation Report**

→ *PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form.* ←

Submitted by: \_\_\_\_\_ Period Invoiced: \_\_\_\_\_  
**Name of Prime Contractor/Vendor** \_\_\_\_\_ **From/To:** \_\_\_\_\_  
 Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_  
 Cobb County Department or Agency receiving service or product: \_\_\_\_\_  
 Description of Purchased Service/Product: \_\_\_\_\_  
 Full Contracted Amount: \$ \_\_\_\_\_ Payment amount requested at this time: \$ \_\_\_\_\_

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: \_\_\_\_\_  
 Printed Name

Title or position: \_\_\_\_\_

Signature of Authorized Representative

Date Completed: \_\_\_\_\_

**County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report**

## **SPECIAL TERMS AND CONDITIONS**

### **1. General:**

The Cobb County Water System maintains a vast water and sewer line infrastructure. An availability of inventory of pipe, valves and fittings in a quick delivery timeframe for maintenance or replacement parts must be assured. Interested bidders must submit bids for the Water System scope of work for their bid to be considered. Bids shall be submitted exactly as described on the bid form.

### **2. Securing Documents:**

Copies of the proposed Contract Documents may be obtained from:

**COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008.  
PHONE # 770-528-8400  
FAX # 770-528-1154**

### **3. Bid Form:**

In order to receive consideration, make bids in strict accordance with the following:

- a. Make bids upon the form provided therefore, properly signed and with all items of interest completed. Do not change, alter or add words to the Bid Form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection.
- b. Bids will only be accepted in a sealed envelope that clearly provides, type written, the Name of the Work, the Date and Time of the Bid and the Name of the Bidder. No telegraphic bids or telegraphic modifications of a bid will be accepted.
- c. Bid package shall include a completely filled out and executed Bid Form. **Submit original and a copy.**
- d. Address bids to:  
**Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008**

Bids are due to the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, GA 30008, before 12:00 (Noon) **on June 11, 2009**. Late bids will not be accepted.

**4. Contract Period:**

Contract awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of 12 full months.

**5. Pricing:**

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

**6. Option to Extend the Term of Contract:**

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options).

**7. Preparations for Delivery:**

All parts or materials will be purchased on an as-needed basis during the contract period. The bid price shall include delivery to Cobb County Water System, 680 South Cobb Drive, Marietta, Georgia 30060-3113, Building #4. Parts and materials shall be delivered promptly as requested with a delivery date not greater than 20 days.

**8. Alternate Materials:**

When an item is quoted as "equal" to the specifications in the bid that references a specific brand name, then the alternate must meet all of the specifications, implied or qualified, called for in the bid item. Partial substitution of the specifications will be grounds for disqualification of the bid for that item. The bidder is requested to fully explain, on an attached sheet, the information pertaining to the alternate item, particularly if it is not a well-known brand.

## 9. Order Quantities:

The Owner assumes, unless otherwise stated, that prices quoted are for order quantities of one (1) each to larger truckload lots. However, purchaser will make every effort to order in the larger quantities.

## 10. Warranty and/or Guarantee:

The bidder will state, as an attachment, any warranty or guarantee that applies to a line item quoted. If no warranty or guarantee applies to an item, then it should be so stated at the end of the section.

## 11. Delivery Information:

It is assumed that there will be a maximum delivery span of NO MORE than twenty (20) calendar days from receipt of the order. If the item is to be supplied directly from the manufacturer, the bidder will state the name of the manufacturer and their address. The purchaser agrees to attempt to tie reorder levels to usage and the lead-time stated per this requirement.

### F.O.B. Point:

Bid prices are to be based on F.O.B. destination, with delivery to the Cobb County Water System, 680 South Cobb Drive, Marietta, GA 30060.

### Delivery Notification:

**The bidder will be responsible for insuring that a minimum of twenty-four hours notice is given to the Cobb County Water System Warehouse prior to a truckload delivery.** Any cost incurred by the purchaser for emergency procurement of men and/or equipment for the purpose of off-loading or demurrage charges for overnight parking resulting from failure to issue said notification will be deducted from the bidder's invoice prior to payment. Casual shipments will be received between 8:00 AM and 4:00 PM, Monday through Friday (except holidays).

## 12. Default:

The award of contract(s) resulting from the submittal of bids under this Invitation to Bid may be based in part on delivery factors. Accordingly, should a successful bidder fail to perform within the time limits stated in his bid, the bidder will be declared in default of said contract, and the bidder may lose entire contract for bid period.

**13. Drop Shipment:**

Drop shipments from the manufacturer of Fire Hydrants will be 3 X 3 BANDED ON 9-1/2” H X 3-1/2” W X 40” L, WOOD BLOCKS, unless otherwise stated by the Warehouse Supervisor.

**14. American Manufacture:**

Products manufactured in the United States will carry a major weighting factor in bid evaluations. **ANY NON-AMERICAN MANUFACTURED ITEMS BID MUST BE SPECIFICALLY IDENTIFIED AS SUCH.**

**15. Distribution Center:**

The supplier shall note the location from which material is to be shipped.

**16. Material Manufacturer:**

The supplier shall note the manufacturer and type of each item bid on the bid sheet.

## GENERAL MATERIAL SPECIFICATIONS

### 1. FIRE HYDRANTS:

#### A. Detail Requirements:

1. Barrel shall have breaking flange and breakaway stem coupling at or near ground level.
2. Construction so that barrel can be rotated to at least eight different positions.
3. Operating nut shall turn left to open.
4. Each nozzle cap shall be fitted with chain and gasket.
5. Hydrant inlet shall be 6-inch mechanical joint complete with gland, bolts, nuts and gasket.
6. Standard color shall be silver.
7. All fire hydrants shall have standard 5 ¼" valve opening.
8. Valve seats shall be bronze to bronze.
9. The ground line flange shall be constructed so as to permit adding of extensions, replacing of upper barrel sections, etc. without closing off the water supply.
10. The design of the hydrant shall be of the compression type with main valve and "O" ring seal between the operating nut and bonnet.
11. Threads shall be the standard adopted by NBFU.

#### B. Dimensions:

1. Operating nut and nozzle caps shall be solid pentagon, 1 ½" inches measured flat at point (31/32 on side).
2. Hose nozzle: 2 @ 2 ½" inches.
3. Pumper nozzle: 1 @ 4 ½" inches.

C. The following fire hydrants are approved for bid:

<u>Manufacture</u>	<u>Model</u>
AVK	2700 & 2780
American	B62-B
Mueller	Centurion & Improved
U.S.	Sentinal & Metropolitan
Clow	Medallion
M & H	129 & 929
Kennedy	K81-A

(Materials shall conform to AWWA Std. C-502, Latest Revision).

**BID FORM**  
**ANNUAL CONTRACT - FIRE HYDRANTS/HYDRANTS REPAIR PARTS FITTINGS**  
**SEALED BID #09-5414**

LN	STOCK	STOCK ITEM	SIZE	MANU	UNIT
#	NUMBER	DESCRIPTION			COST
1	67068-I061	HYD, IND TYPE FIRE W/ ALL ACC <b>3.0' BURY</b>	6" MJ X 5 1/4" V/O		
2	67068-I062	HYD, IND TYPE FIRE W/ ALL ACC <b>4.0' BURY</b>	6" MJ X 5 1/4" V/O		
3	67068-I063	HYD, IND TYPE FIRE W/ ALL ACC <b>5.0' BURY</b>	6" MJ X 5 1/4" V/O		
4	67076-I001	HYD., A-D EXT ROD #54-62-30-15	5 1/4" X 12"		
5	67076-I002	HYD., A-D EXT ROD #54-62-30-15	5 1/4" X 18"		
6	67076-I004	HYD., A-D SAFETY RING (2 PC.). B62-29-15	5 1/4"		
7	67076-I005	HYD., A-D UNBREAKABLE COUPLINGS	5 1/4"		
8	67076-I008	HYD., A-D THRUST BEARING WASHER	5-1/4"		
9	67076-I081	HYD., A-D BREAKABLE ROD COUPLINGS B62	5-1/4"		
10	67076-I084	HYD., A-D HOSE NOZZLE B62B #54-62-20	5 1/4"		
11	67076-I086	HYD., A-D LOWER EXT ROD	5 1/4"		
12	67076-I088	HYD., A-D OPERATING NUT 62-1	5 1/4"		
13	67076-I091	HYD., A-D STEAMER NOZZLE W/O-RINGS #54-62-25	5 1/4"		
14	67076-I097	HYD., A-D VALVE RUBBER B62B	5 1/4"		
15	67076-I563	A/D B-62-B EXTENSION KIT 5 1/4" X 6"	5 1/4"		
16	67076-I564	A/D B-62-B EXTENSION KIT 5 1/4" X 12"	5 1/4"		
17	67076-I611	HYD., A-D OPERATING NUT 84-1	5-1/4"		
18	67076-I033	HYD., CLOW DRAIN RING M-54	5-1/4"		
19	67076-I035	HYD., CLOW VALVE FACING M-16 w/M15 FACING SCREWS	5-1/4"		
20	67076-I040	HYD., CLOW HOSE NOZZLE M-41	5-1/4"		
21	67076-I043	HYD., CLOW LOWER STEM M-12	5 1/4"		
22	67076-I046	HYD., CLOW MAIN VALVE RUBBER M-21 URETHANE	5-1/4"		
23	67076-I055	HYD., CLOW PUMPER NOZZLE M-36	5 1/4"		
24	67076-I050	HYD., CLOW OPERATING NUT M-3	5-1/4"		
25	67076-I056	HYD., CLOW CLOW REPAIR KIT	5-1/4"		
26	67076-I062	HYD., CLOW SAFETY STEM COUPLIN M-10 S.TUBE	5 1/4"		
27	67076-I065	HYD., CLOW SEAT RING M-19 w/M-18 UP O-RING	5 1/4"		
28	67076-I071	HYD., CLOW THRUST NUT M-27	5 1/4"		
29	67076-I077	HYD., CLOW UPPER STEM M-7 CRS w/UP STEM PIN	5 1/4"		
30	67076-I078	HYD., CLOW UPPER VALVE PLATE M-17	5-1/4"		

**BID FORM**  
**ANNUAL CONTRACT - FIRE HYDRANTS/HYDRANTS REPAIR PARTS FITTINGS**  
**SEALED BID #09-5414**

LN	STOCK	STOCK ITEM	SIZE	MANU	UNIT
#	NUMBER	DESCRIPTION			COST
31	67076-I080	HYD., CLOW WEATHER CAP M-26	5 1/4"		
32	67076-I098	HYD., CLOW EXT. KIT	5-1/4" X 12"		
33	67076-I099	HYD., CLOW EXT. KIT	5-1/4" X 18"		
34	67076-I100	HYD., CLOW EXT. KIT	5-1/4" X 24"		
35	67076-I151	HYD., KENNEDY BOTTOM PLATE K-81	5 1/4"		
36	67076-I152	HYD., KENNEDY PUMPER NOZZLE K-11	5 1/4"		
37	67076-I153	HYD., KENNEDY OPERATING NUT K-81	5 1/4"		
38	67076-I156	HYD., KENNEDY COLLISION REPAIR KIT 8151	5 1/4"		
39	67076-I159	HYD., KENNEDY DRAIN VALVE BRONZE K8125	5 1/4"		
40	67076-I167	HYD., KENNEDY EXTENSION KIT K-11	5 1/4" X 12"		
41	67076-I168	HYD., KENNEDY EXTENSION KIT K-11	5 1/4" X 18"		
42	67076-I170	HYD., KENNEDY EXTENSION KIT K8148	5 1/4" X 12"		
43	67076-I171	HYD., KENNEDY EXTENSION KIT K8149	5 1/4" X 18"		
44	67076-I172	HYD., KENNEDY EXTENSION KIT K6150	5 1/4" X 24"		
45	67076-I174	HYD., KENNEDY LOCK NUT BRZ. STEM K8104	5 1/4"		
46	67076-I186	HYD., KENNEDY MAIN VALVE K-1135	5 1/4"		
47	67076-I189	HYD., KENNEDY HOSE NOZZLE K-81	5 1/4"		
48	67076-I195	HYD., KENNEDY OPERATING STEM NUT K-11	5 1/4"		
49	67076-I198	HYD., KENNEDY SEAT RING K-81	5 1/4"		
50	67076-I201	HYD., KENNEDY STANDPIPE BREAK RING CI K8119	5 1/4"		
51	67076-I210	HYD., KENNEDY UPPER COUPLING PIN	5 1/4"		
52	67076-I214	HYD., KENNEDY UPPER STEM K-81	5 1/4"		
53	67076-I205	HYD., KENNEDY STEM BREAK COUPLING C/I K8116	5 1/4"		
54	67076-I302	HYD., M & H MAIN VALVE #30	4 1/2"		
55	67076-I303	HYD., M & H MAIN VALVE #30	5 1/4"		
56	67076-I306	HYD., M & H BREAKABLE COUPLING #49	4 1/2"		
57	67076-I307	HYD., M & H BREAKABLE COUPLING #49	5 1/4"		
58	67076-I311	HYD., M & H HOSE NOZZLE BRONZE	5 1/4" - 4 1/2"		
59	67076-I313	HYD., M & H HYDRANT DRAIN VALVE #28	4 1/2"		
60	67076-I314	HYD., M & H HYDRANT DRAIN VALVE #28	5 1/4"		

**BID FORM**  
**ANNUAL CONTRACT - FIRE HYDRANTS/HYDRANTS REPAIR PARTS FITTINGS**  
**SEALED BID #09-5414**

LN	STOCK	STOCK ITEM	SIZE	MANU	UNIT
#	NUMBER	DESCRIPTION			COST
61	67076-I315	HYD., M & H MAIN SEAT VALVE #33	4 1/2"		
62	67076-I316	HYD., M & H MAIN SEAT VALVE #33	5 1/4"		
63	67076-I319	HYD., M & H MAIN VALVE ROD LOWER	4 1/2" X 4'		
64	67076-I321	HYD., M & H MAIN VALVE ROD #5 LOWER	5 1/4" X 4'		
65	67076-I323	HYD., M & H MAIN VALVE ROD #5 UPPER	4 1/2"		
66	67076-I324	HYD., M & H MAIN VALVE ROD UPPER #16	5 1/4"		
67	67076-I326	HYD., M & H MOD, 129 EXTENSION	4 1/2" X 12"		
68	67076-I327	HYD., M & H MOD, 129 EXTENSION	4 1/2" X 18"		
69	67076-I329	HYD., M & H MOD, 129 EXTENSION (8 BOLT)	5 1/4" X 12"		
70	67076-I329A	HYD., M & H MOD, 129 EXTENSION (6 BOLT)	5 1/4" X 12"		
71	67076-I330	HYD., M & H MOD, 129 EXTENSION (8 BOLT)	5 1/4" X 18"		
72	67076-I330A	HYD., M & H MOD. 129 EXTENSION (6 BOLT)	4 1/4" X 18"		
73	67076-I308	HYD., M & H MOD. 929 EXTENSION	5-1/4" X 12"		
74	67076-I309	HYD., M & H MOD. 929 EXTENSION	5-1/4" X 18"		
75	67076-I310	HYD., M & H MOD. 929 EXTENSION	5-1/4" X 24"		
76	67076-I332	HYD., M & H OPERATING LOCK NUT #12	4 1/2"		
77	67076-I333	HYD., M & H OPERATING LOCK NUT #12	5 1/4"		
78	67076-I334	HYD., M & H OPERATING NUT #10	4 1/2"		
79	67076-I335	HYD., M & H OPERATING NUT #10 (NEW STYLE)	5 1/4"		
80	67076-I336	HYD., M & H REPAIR KIT #929	5 1/4"		
81	67076-I337	HYD., M & H SAFETY FLANGE (2 PC)	5 1/4"		
82	67076-I344	HYD., M & H OPER NUT TRUSH WASHER	5 1/4"		
83	67076-I429	HYD., MUELLER CENT SAFETY STEM COUP #A-25	5 1/4"		
84	67076-I430	HYD., MUELLER CENT UPPER STEM #A-11	5 1/4"		
85	67076-I431	HYD., MUELLER DRAIN VALVE UPPER PLATE	4 1/2"		
86	67076-I432	HYD., MUELLER DRAIN VALVE UPPER PLATE	5 1/4"		
87	67076-I433	HYD., MUELLER EXT ROD SCREW TYPE	5 1/4" X 12"		
88	67076-I435	HYD., MUELLER DRAIN VALVE UPPER PLATE A36	4 1/2"		
89	67076-I436	HYD., MUELLER DRAIN VALVE UPPER PLATE A36	5 1/4"		
90	67076-I437	HYD., MUELLER EXTENSION KIT	4 1/2" X 12"		
91	67076-I438	HYD., MUELLER EXTENSION KIT	4 1/2" X 18"		

**BID FORM**  
**ANNUAL CONTRACT - FIRE HYDRANTS/HYDRANTS REPAIR PARTS FITTINGS**  
**SEALED BID #09-5414**

LN	STOCK	STOCK ITEM	SIZE	MANU	UNIT
#	NUMBER	DESCRIPTION			COST
92	67076-I440	HYD., MUELLER EXTENSION KIT	5-1/4" X 12"		
93	67076-I441	HYD., MUELLER EXTENSION KIT	5 1/4" X 18"		
94	67076-I442	HYD., MUELLER EXTENSION KIT	5 1/4" X 24"		
95	67076-I443	HYD., MUELLER EXT. ROD IMPR	5 1/4" X 12"		
96	67076-I444	HYD., MUELLER EXT. ROD IMPR	5 1/4" X 18"		
97	67076-I446	HYD., MUELLER HOLD DOWN NUT #53	5 1/4"		
98	67076-I447	HYD., MUELLER HOSE NOZZLE	4 1/2"		
99	67076-I448	HYD., MUELLER IMPR SAFETY STEM COUP	5 1/4"		
100	67076-I449	HYD., MUELLER IMPR STEM SAFETY SLEEVE	5 1/4"		
101	67076-I450	HYD., MUELLER LOWER STEM CENTURION	5 1/4" X 4'		
102	67076-I458	HYD., MUELLER MAIN VALVE #88	4 1/2"		
103	67076-I459	HYD., MUELLER MAIN VALVE #88	5 1/4"		
104	67076-I463	HYD., MUELLER OPERATING NUT #51	5 1/4"		
105	67076-I466	HYD., MUELLER SAFETY FLANGE #77	4 1/2"		
106	67076-I467	HYD., MUELLER SAFETY FLANGE #77	5 1/4"		
107	67076-I546	HYD., MUELLER MAIN VALVE SEAT	5 1/4"		
108	67076-I101	HYD., SENTINEL VALVE ROD UPPER (dome type)	5 1/4"		
109		#22 / 691912 OL			
110	67076-I528	HYD., SENTINEL EXT ROD COUP ASSY NON BREAK	5 1/4"		
111	67076-I528A	HYD., M-94 EXT ROD COUP ASSY NON BREAK	5 1/4"		
112	67076-I529	HYD., SENTINEL EXTENSION KIT	5 1/4" X 12"		
113	67076-I529A	HYD., MET-94 EXTENSION KIT	5 1/4" X 12"		
		SENT 658259/MET-664519			
114	67076-I530	HYD., SENTINEL EXTENSION KIT	5 1/4" X 18"		
115	67076-I530A	HYD., NET-94 EXTENSION KIT	5 1/4" X 18"		
		SENT 638269/MET-664529			
116	67076-I531	HYD., SENTINEL EXTENSION KIT	5 1/4" X 24"		
117	67076-I531A	HYD., MET-94 EXTE4NSION KIT	5 1/4" X 24"		
		SENT 658279/MET-664539			
118	67076-I535	HYD., SENTINEL HOLD DOWN NUT #6	5 1/4"		
		SENT-MET687351			

**BID FORM**  
**ANNUAL CONTRACT - FIRE HYDRANTS/HYDRANTS REPAIR PARTS FITTINGS**  
**SEALED BID #09-5414**

LN	STOCK	STOCK ITEM	SIZE	MANU	UNIT
#	NUMBER	DESCRIPTION			COST
119	67076-I536	HYD., SENTINEL HOSE NOZZLE CAP W/GASKET SENT-MET 677120	5 1/4"		
120	67076-I537	HYD., SENTINEL HOSE NOZZLE #17 LEAD 680001-THREAD 680231	5 1/4"		
121	67076-I541	HYD., SENTINEL MAIN VALVE #47	5 1/4"		
122	67076-I541A	HYD., M-94 MAIN VALVE	5 1/4"		
123	67076-I545	HYD., SENTINEL PUMPER NOZZLE CAP W/GASKET SENT/MET 677360	5 1/4"		
124	67076-I547	HYD., SENTINEL REVOLVING NUT #12 SENT/MET 681992	5 1/4"		
125	67076-I548	HYD., SENTINEL SEAT RING #43	5 1/4"		
126	67076-I548A	HYD., M-94 SEAT RING	5 1/4"		
127	67076-I549	HYD., SENTINEL STANDPIPE COUPLING #30	5 1/4"		
128	67076-I549A	HYD., MET-94 STANDPIPE COUPLING #30 SENT 668669/MET-650060	5 1/4"		
129	67076-I552	HYD., SENTINEL VALVE ROD COUPLING #26	5 1/4"		
130	67076-I552A	HYD., MET-94 VALVE ROD COUPLING #26 SENT 668921/MET-668960	5 1/4"		
131	67076-I553	HYD., SENTINEL VALVE ROD UPPER #22 SENT/MET 691788	5 1/4"		
132	67076-I554	HYD., SENTINEL VALVE TOP PLATE #35	5 1/4"		
133	67076-I554A	HYD., M-94 VALVE TOP PLATE	5 1/4"		
134	67076-I560	HYD., SENTINEL BARREL COUPLING #54	5 1/4"		
135		SENT 668459/MET-668879			
136	67076-I565	HYD., SENTINEL BARREL COUPL GASKET #53 SENT 692560/MET-010254	5 1/4"		
137	67076-C552	HYD., 5/8" BREAKABLE BOLTS			
138	67076-C553	SENT/MET OPER NUT TRUSH WASHER	5 1/4"		
139	67076-C609	HYD., A-D HYDRANT SEAT 84-35-02	5-1/4"		
140	67076-C610	HYD., A-D HYDRANT MAIN VALVE 84-41	5-1/4"		

**BID FORM**  
**ANNUAL CONTRACT - FIRE HYDRANTS/HYDRANTS REPAIR PARTS FITTINGS**  
**SEALED BID #09-5414**

<b>LN</b>	<b>STOCK</b>	<b>STOCK ITEM</b>	<b>SIZE</b>	<b>MANU</b>	<b>UNIT</b>
<b>#</b>	<b>NUMBER</b>	<b>DESCRIPTION</b>			<b>COST</b>
141	67076-C612	HYD., A-D WEATHER SHIELD 84-144	5-1/4"		
142	67076-C613	HYD., A-D HOUSING COVER 84-9	5-1/4"		
143	67076-C614	HYD., A-D HOSE NOZZLE 84-20-3	5-1/4"		
144	67076-C615	HYD., A-D TRAVEL STOP NUT 84-30-6	5-1/4"		