

**FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
#12 East 4<sup>th</sup> Ave. Ste. 106  
ROME, GA 30161**

**(706) 291-5118**

**FAX (706) 290-6099**

**INVITATION TO BID**

**Date Issued: 3 May 2012**

Bids from suppliers will be received by the Purchasing Department of FLOYD COUNTY GEORGIA, at #12 East Fourth Ave, Suite 106 Rome, Georgia 30161, until **2:00 P.M.** legally prevailing time on **17 MAY 2012**, for the purchase of:

**DUCTILE PIPE**

Bid# 12-0517

Bids may be submitted by Email, Fax, Mail, or Hand Delivered to Floyd County Purchasing Department Suite 106, Rome Georgia 30161. No extension of the bidding period will be made.

Additional copies of bidding documents may be obtained at [www.romefloyd.com](http://www.romefloyd.com), email [graye@floydcountyga.org](mailto:graye@floydcountyga.org) or in person at the Floyd County Administrative Building, Purchasing Department, #12 East Fourth Ave, Suite 106 Rome, Georgia 30162. Requests for documents should be filed promptly with the Purchasing Department.

Contract, if awarded, will be on a lump sum basis **or** individual item basis, whichever is in the best interest of the County. No bid may be withdrawn for a period of 60 days after time has been called on the date of opening.

The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

**Bids will be marked/titled/labeled as follows**

**Your Company Name  
DUCTILE PIPE Bid 12-0517  
17 May 2012 at 2:00 PM**

NANCY LAM, CPPB, CPPO  
PURCHASING DIRECTOR

**FLOYD COUNTY GEORGIA  
GENERAL TERMS AND CONDITIONS  
INVITATION TO BID**

**1. CHANGES:** No change will be made to this invitation except by written modification by the County Purchasing Office. **Requests for interpretation or changes must be in writing**, [graye@floydcountyga.org](mailto:graye@floydcountyga.org) directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5118 Fax (706) 290-6099.

**2. FOB POINT:** Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.

**3. RISK OF LOSS:** Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

**4. BID ACCEPTANCE TIME:** Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.

**5. BID IDENTIFICATION:** All bids submitted as a result of this invitation must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:

**BID NAME AND OPENING DATE.**

**6. WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has been called on the date of opening.

**7. BONDS:** N/A

**8. SITE INSPECTIONS:** (If Applicable) Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

**9. AWARD OF CONTRACT:** Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the County; Price and other factors considered. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis **or** individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.

**9.1:** The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

**10. EXCEPTIONS TO SPECIFICATIONS:** Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on the **BID SCHEDULE**. While the County reserves the right to make an award to a nonconforming bidder, when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.

**11. BID RESULTS:** Interested parties may review and/or print **BID TABULATION** @ [www.romefloyd.com](http://www.romefloyd.com) 24 hours after bid opening or request a tabulation from Graye@floydcountyga.org

**12. PAYMENT:** Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within (30) thirty days receipt of invoice unless paragraph 14 applies. Invoices are to be submitted to: Floyd County Purchasing, 12 East 4<sup>th</sup> Ave, Suite 106 Rome, Ga. 30161

**12.1** Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:

- |                               |   |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County department;                                   |
| 2. Purchase order number;     | 6. Item(s) or service                                   |
| 3. Payment terms;             | 7. Quantity of each item or service                     |
| 4. Date of transaction;       | 8. Bid price of each item or service with any discounts |

**Invoices received with any of the required information listed above missing may not be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.**

**12.2** Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County employee's signature must appear on the delivery receipt or invoice.

**12.3** Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. . A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY can not exempt others from tax.

**12.4** Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 **ET. SEQ.**).

**13. INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, P.O. BOX 946, Rome, Georgia 30162

**14. DISCOUNTS:** Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

**15. EXECUTION OF CONTRACT:** Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of "**NOTICE OF AWARD**" together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder's proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

**16. CERTIFICATE OF INSURANCE:** Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence to protect the County throughout the life of the contract against "**ALL RISKS**". Coverage to include but not limited to General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker's compensation and Employer's Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the insurance stated above. The Certificate must be furnished within Ten (10) calendar days of a "**NOTICE OF AWARD**" being issued.

**17. INCLUSION:** All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation for Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder's proposal as additional cost items and accepted by the County at the time of the award and/or contract.

**18. REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).

**19. INDEPENDENT CONTRACTORS:** The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Invitation for Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

**20. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

**21. STARTING TIME:** Work will commence within stated calendar days after being issued a "NOTICE TO PROCEED" on the project and commence in a routine, orderly manner until completion and acceptance by the County.

**22. INDEMNITY:** Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

**23. TERMINATION:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation for Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the FLOYD COUNTY Commission.

**24. APPROPRIATION OF FUNDS:** Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

**25. CANCELLATION FOR CAUSE:** Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non compliance to the Terms and Conditions of this contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.

**26. LIQUIDATED DAMAGES:** See Special Terms and Conditions.

**27. ANTI-DISCRIMINATION CLAUSE:** "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

**28. COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by FLOYD COUNTY.

**29: CONTRACT ITEMS:** Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- \* Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

**30: CHANGES TO CONTRACT:** No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

**31: LOCATION FOR DELIVERY OF GOODS OR EQUIPMENT per Purchase Order or Contract:**

**32: Bid Submissions:** Complete and return all forms attached with Bid Documents .

# BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to 17 MAY 2012 at 2:00 PM but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

**BIDDER:**

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

Phone: \_\_\_\_\_

Name Print: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
P. O. BOX 946  
ROME, GA 30162

(706) 291-5118

FAX (706) 290-6099

**BIDDERS INFORMATION**

Date of Bid: \_\_\_\_\_

Bid Name: \_\_\_\_\_

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

\_\_\_\_\_ % Discount \_\_\_\_\_ Calendar Days net \_\_\_\_\_ (discounts will apply if Procurement Card is accepted).

**Procurement Card:** Will you accept the VISA Procurement Card for this order? \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This \_\_\_\_\_ Day of \_\_\_\_\_, 2012

Prices to remain firm for Sixty (60) calendar days or \_\_\_\_\_ calendar days after date of opening. Vendor MUST initial here: \_\_\_\_\_.

Bidder Information  
(Type or Print)

Name and Mailing Address  
of where to send payments

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
City, State Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal ID #

Email \_\_\_\_\_

Name and Title of Person  
authorized to Sign

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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 engaged in the physical performance of services on behalf of Floyd County Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Name of Project

FLOYD COUNTY GEORGIA  
\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_ in 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

(Notary Seal or Stamp Required)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

-----  
BIDDER

-----  
SIGNATURE

-----  
TITLE

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of Floyd County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of Floyd County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2010

\_\_\_\_\_  
NOTARY PUBLIC

**ATTACHMENT**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a subVendor to work in a drug-free workplace shall secure from that subVendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (subVendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the subVendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**SPECIFICATION**

**FLOYD COUNTY WATER DEPARTMENT**

**DUCTILE PIPE (Bid # 12-0517)**

<b>QUANTITY</b>	<b>SPECIFICATION</b>
<b>1500 Feet</b>	<b>6" x 18' Slip Joint Ductile Pipe</b>
<b>60 Feet</b>	<b>16" x 18' Slip Joint Ductile Pipe</b>

**Delivery location will be 329 Blacks Bluff Rd to the Floyd County Water Maintenance Facility. Material will be inspected upon delivery for Shipping damage and or Manufacture defects. Floyd County reserves the right to order in part or in whole dependent upon final bid totals.**

**Floyd County is asking companies to provide secondary pricing for subsequent orders with pricing valid until 31 December 2012. Delivery will be included in the price. Future orders are not guaranteed nor will quantities ordered be held to a minimum.**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
BID SHEET  
Water Department - Ductile Pipe  
BID# 12-0517**

**OPENING 17 MAY 2012**

**TIME 2:00 PM**

**TO: Floyd County Purchasing Department  
12 East 4<sup>th</sup> Ave  
Suite 106  
Rome, Ga. 30161**

We, the undersigned, agree to furnish and deliver the Ductile Pipe in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various request for bid documents, at the following price(s):

**A. DUCILE PIPE BID PRICING:**

<u>Item</u>	<u>Price Per Foot</u>	<u>Extended Price</u>
1500 Feet      6" x 18' Slip Joint Ductile Pipe	_____	_____
60 Feet        16" x 18' Slip Joint Ductile Pipe	_____	_____

**Subsequent pricing per foot valid until 31 Dec 2012**

**Price Per Foot**

6" x 18' Slip Joint Ductile Pipe

\_\_\_\_\_

16" x 18' Slip Joint Ductile Pipe

\_\_\_\_\_

**B. Delivery Time from Date of Order \_\_\_\_\_ Calendar Days.  
The Above May Be Considered In Determining The Award.**

**C. Supplier Contact: \_\_\_\_\_  
(Print or Type Name)  
Telephone Number: \_\_\_\_\_**

**D. Any alterations in figures on this form must be initialed in ink by persons signing the bid.**

**E. Floyd County is exempt from all local, state, and federal taxes, and prices stipulated by the bidder are considered maximum, and are not subject to any increase due to any taxes, or any other cause or reason.**

**F. Vendor Information**

**COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_