



**DeKalb County  
Department of Purchasing and Contracting**

Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

**December 10, 2018**

**INVITATION TO BID (ITB) NO. 18-101042  
  
FOR  
VALVES, TAPPING SLEEVES AND FIRE HYDRANTS  
(ANNUAL CONTRACT WITH 2 OPTIONS TO RENEW)  
DEKALB COUNTY, GEORGIA**

Procurement Agent: Kyheem Bristol  
Phone: 404-371-7063  
Email: Kbristol@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: December 12, 2018  
(Bidders must attend 1 meeting on either December 19, 2018  
of the dates listed in person or via video December 26, 2018  
conference.) 4572 Memorial Drive, Decatur, Georgia 30032  
Main Conference Room - A  
(Meetings are held at 10:00 a.m. and 2:00 p.m.)  
Video Conference: Utilize the link supplied on our webpage  
labeled "DeKalb First LSBE Video Meeting"

Deadline for Submission of Questions: 5:00 P.M. ET, December 28, 2018  
Bid Opening: 3:00 P.M. ET, January 4, 2019  
Price Schedule Opening: 3 – 5 Business days after Bid Opening

<b>FIRM'S NAME AND ADDRESS:</b> (Street, City, State and Zip Code. Type or print):  <b>Federal Tax ID No.</b> _____ <b>ARE YOU A DEKALB COUNTY FIRM? Yes ____ No ____</b>	<b>TELEPHONE AND FAX NUMBERS WITH AREA CODE:</b> Phone: _____ Fax: _____ E-mail: _____
<b>SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:</b> _____	<b>SIGNER'S NAME AND TITLE (Type of Print):</b> _____

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.**

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## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB No. 18-101042 Valves, Tapping Sleeves and Fire Hydrants (Annual Contract with 2 Options to Renew)** from responsible bidders.

### B. GENERAL INFORMATION:

#### 1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	December 10, 2018
Mandatory DeKalb First LSBE Meeting:	December 12, 2018
(Bidders must attend 1 meeting on either	December 19, 2018
of the dates listed.)	December 26, 2018
	4572 Memorial Drive, Decatur, Georgia 30032
	Main Conference Room - A
	(Meetings are held at 10:00 a.m. and 2:00 p.m.)
Deadline for Submission of Questions:	December 28, 2018
Bid Opening:	January 4, 2019
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 90 days from and including the bid opening date.

#### **Sealed bids are to be addressed and delivered to:**

DeKalb County Department of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030, not later than **3:00 P.M. ET, January 4, 2019.**

**\*\*\*NEW-PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\***

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents with the exception of the price schedule) stamped “Original” and **two sealed identical copies** stamped “Copy” of the bid package to the address listed above.

#### 2. CONTACT PERSON:

The contact person for this bid is **Kyheem Bristol, Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at 404-371-7063 or via email at Kybrist76@gmail.com. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

**All requests must be in writing.** Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda 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. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on December 28, 2018.**

4. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, [http://www.dekalbcountyga.gov/purchasing/pc\\_index\\_formal\\_solicitations.html](http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html). Bidder should regularly check the County's website for addenda.

## INVITATION TO BID PROCEDURES

### A. BIDDER INFORMATION:

1. **FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.**
2. Failure to return all pages of this Invitation to Bid may result in bid being deemed non-responsive.
3. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
5. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
8. Bid Withdrawal  
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.
9. Expenses of Preparing Responses to this ITB  
The County accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.
12. Federal Work Authorization  
Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.
13. LSBE Information
  - a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>
  - b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
  - c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at [fbwilliams@dekalbcountyga.gov](mailto:fbwilliams@dekalbcountyga.gov) or (404) 371-6312.

14. First Source Jobs Information

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.dekalbworkforce.org](http://www.dekalbworkforce.org) or 404-687-3400.

15. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

16. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

17. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

18. Business License

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid

professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

**B. BID SUBMITTAL:**

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **ITB No. 18-101042 Valves, Tapping Sleeves and Fire Hydrants (Annual Contract with 2 Options to Renew)** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

**C. CONTRACT AWARD:**

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.



## GENERAL TERMS AND CONDITIONS

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted bid; and the County's ITB.
- B. The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.
- C. Bidder extends to the County the option to renew the contract for two (2) additional one year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

### D. DELIVERY:

1. **Delivery of services or goods will commence within a maximum** of thirty (30) days from receipt of Purchase Order.

Bidder state agreement: Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cellular Phone Number: \_\_\_\_\_

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

Alternate delivery time may be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

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

2. All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 A.M. and 2:30 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

### E. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

**F. FOREIGN PRODUCTS:**

DeKalb County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that items offered on this bid is/are manufactured and produced in the United States.

Yes \_\_\_\_\_ No \_\_\_\_\_

If “No”, state the exact location of plant or facility where items will be produced:

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**G. COUNTY REQUIREMENT:**

The contract will be an “Indefinite Quantity” type with County requirements to be satisfied on an “as ordered” basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

**H. WARRANTY AND/OR GUARANTY**

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

**I. SAMPLES & TESTING:**

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. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

**J. LITERATURE:**

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

**K. SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

**L. TERM:**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**M. PRICING:**

1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.
2. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
  - To Contractor's customers.
  - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph I. as stated within the ITB.

3. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval

by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030.

4. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and
  - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**N. PAYMENT:**

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

2. Invoice(s) must be submitted as follows:

- a. A copy of the original invoice(s) must be submitted to the department requesting services.

DeKalb County Department of Watershed Management  
ATTN: John Mann  
1580 Roadhaven Warehouse  
Stone Mountain, Georgia 30083

- b. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalblsbe.info](http://www.dekalblsbe.info). Proof of payment to the LSBE Subcontractor must be uploaded and submitted.

LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at [www.dekalblsbe.info](http://www.dekalblsbe.info).

3. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

**O. ACCURACY OF WORK:**

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

**P. ADDITIONAL WORK:**

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

**Q. OWNERSHIP OF DOCUMENTS:**

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

**R. RIGHT TO AUDIT:**

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

**S. SUCCESSORS AND ASSIGNS:**

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to

all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

**T. REVIEWS AND ACCEPTANCE:**

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

**U. TERMINATION OF AGREEMENT:**

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**V. INDEMNIFICATION AGREEMENT:**

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnatee against claims, actions, or expenses based upon or arising out of the County Indemnatee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or

Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

## **W. INSURANCE:**

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
  - a. Certificates must cover:
    - i. Statutory Workers Compensation
      - (1) Employer's liability insurance by accident, each accident \$1,000,000
      - (2) Employer's liability insurance by disease, policy limit \$1,000,000
      - (3) Employer's liability insurance by disease, each employee \$1,000,000
    - ii. Business Auto Liability Insurance with a minimum \$500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
    - iii. Commercial General Liability Insurance
      - (1) Each Occurrence - \$1,000,000
      - (2) Fire Damage - \$250,000
      - (3) Medical Expense - \$10,000
      - (4) Personal & Advertising Injury - \$1,000,000
      - (5) General Aggregate - \$2,000,000

(6) Products & Completed Operations - \$1,500,000

(7) Contractual Liability where applicable

- b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products- completed operations), or form(s) providing equivalent coverage.
- c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
- e. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.
- f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
- h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
- i. Certificates to contain the location and operations to which the insurance applies.
- j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
- k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- l. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia  
Director of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2nd Floor



- m. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

**X. GEORGIA LAWS GOVERN:**

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

**Y. VENUE:**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

**Z. COUNTY REPRESENTATIVE:**

The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

**AA. CONTRACTOR'S STATUS:**

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

**BB. SOLE AGREEMENT:**

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

**CC. SEVERABILITY:**

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**DD. NOTICES:**

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Procurement Officer  
Department of Purchasing and Contracting  
Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor Decatur,  
Georgia 30030

**If to the Contractor:** Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

**EE. GEORGIA OPEN RECORDS ACT:**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

**FF. COOPERATIVE PROCUREMENT**

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

## MINIMUM SPECIFICATIONS

### I. RESILIENT WEDGE VALVES (ITEMS 1 THROUGH 7, 9, 16, 20, 21, AND 24):

#### A. Resilient wedge valves shall be:

1. Of U.S.A. manufacture.
2. Compliant with AWWA C-509 and UL 262, latest revision.
3. UL listed and FM approved. (The AWWA, UL/FM designation must be cast marked into the body of the valve.)
4. Ductile or cast iron.
5. With wedge fully-encapsulated with urethane, or an approved rubber compound, permanently bonded to the wedge in compliance with ASTM-D429.
6. With interior and exterior of wedge completely covered and sealed from contact with water or media.
7. Coated with a fusion-bonded epoxy coating of at least six (6) mils on the body and bonnet.
8. Labeled with marker's name, pressure rating and year of manufacture prior to shipment from factory. (Labeling must be on the body of the valve.)
9. Able to accommodate a full-size shell cutter if used for tapping.

#### B. Resilient wedge valves must be equipped with the following features:

1. Stainless steel nuts and bolts.
2. Bolts that require nuts.
3. OS & Y stems on bronze bar stock.
4. Rising or Non-rising Stem  
The stem shall:
  - a. Be of cast bronze with an integral thrust collar in full compliance with AWWA.
  - b. Have a tensile strength of at least 90,000 PSI and yield of 45,000 PSI.
  - c. Have two (2) o-rings that are above the thrust collar, grooved in stem, and replaceable while valve is under pressure. The NRS stem stuffing box shall be the o-ring seal type with two (2) rings that are located above the thrust collar and replaceable when valve is fully open and subjected to full-rated working pressure.
  - d. Have an o-ring seal between the body and bonnet.
  - e. Have two (2) low torque, Delrin thrust bearings, one (1) above and one (1) below the thrust collar.
  - f. Have a stem nut independent of the wedge and made of solid bronze.

- g. Have a smooth unobstructed waterway free of all pockets, cavities and depressions in the seat/wedge sealing area.
- h. Permit the valve to be opened by turning stem left or right.
- i. Come with a 2" square operating nut or hand wheel with the word "OPEN".
- j. Have an arrow case in the metal to indicate direction to open.

C. Testing Requirements:

- 1. All valves must have been subjected to torques 150% of the designated minimum required torques.
- 2. All valves must have been cycle tested 5,000 times without loss of bubble-tight seal.
- 3. All 2" through 6" valves must have been hydrostatically tested at five (5) times the rated pressure or 1000 PSI.
- 4. All 8" through 12" valves must have been hydrostatically tested at four (4) times the rated pressure of 800 PSI.

II. TAPPING SLEEVES (ITEMS 8, 10 THROUGH 15, 17 THROUGH 19, 22, AND 23):

- A. All tapping sleeves must comply with AWWA requirements except as noted.
- B. Special Instructions for Item No. 11: This item shall have a range to accommodate PVC pipe, cast iron pipe, ductile iron pipe, and asbestos-cement pipe. This range may be achieved by supplying four (4) gaskets, two (2) for iron pipe diameters, and two (2) for transit (asbestos-cement) pipe diameter for each sleeve.

III. FIRE HYDRANTS (ITEMS 25 THROUGH 27):

- A. Fire hydrants shall be coated/painted in accordance with AWWA C502 (or latest version) requirements and designed for 150 psi.
- B. Fire hydrants must be equipped with the following features:
  - 1. Compression Type Closing  
The compression type closing shall be:
    - a. With line pressure.
    - b. Nonfreezing with safety flange and safety coupling (traffic model).
    - c. In accordance with AWWA C502-05 requirements.
  - 2. Safety Flange and Safety Coupling  
The safety flange shall be on barrel and the safety coupling shall be on valve stem to prevent damage to barrel and valve stem in case of a traffic accident by breaking the flange and spreading the coupling. The construction of the safety flange and coupling shall:
    - a. Permit rapid and inexpensive replacement.
    - b. Be located above the ground line.
    - c. Permit facing nozzle a minimum of eight different locations by removing safety flange bolts and fire hydrant head, without cutting off the water or digging up the fire hydrant.

3. Valve Opening

The valve opening shall:

- a. Not be less than 5 1/4”.
- b. Open left.
- c. Contain a bonnet that displays the word “OPEN” with an arrow showing the direction of opening.

4. Operating Nut

The operating nut shall:

- a. Have a taper from 1” to 7/8” at the top that meets DeKalb County specifications.
- b. Be totally sealed away from the hydrant barrel with top construction, a grease/oil reservoir, and a simple, positive and automatic drain mechanism.

5. Hose and Pumper Connections

Hose and pumper connections shall be breech locked and pinned into the hydrant barrel and/or threaded, and shall have:

- a. Two (2) hose nozzles no less than 2 1/2” in size and one (1) pumper nozzle no less than 4 1/2” in size.
- b. Nozzles equipped with caps, chains and National Standard Fire Hydrant Threads.
- c. Red bonnet caps and weather caps with a reflectorized paint.

6. Shoe Connection

The shoe connection shall have a 6” mechanical joint complete with accessories.

7. Seat Rings

The seat rings shall:

- a. Be bronze.
- b. Screw into a bronze retainer in accordance with AWWA C502 (or latest version) requirements.
- c. Be shaped and arranged to be readily removed.

- C. All fire hydrant working parts shall be readily removable through the top without having to dig up the fire hydrant.



**RESILIENT WEDGE VALVE**  
**ITEMS 1 THROUGH 7, 9, 16, 20, 21 AND 24.**



**C-515 REDUCED WALL DUCTILE IRON  
RESILIENT WEDGE VALVE**



**4" THROUGH 12"**

**Style 7000**

**AWWA C-515  
AWWA C-550**



Approved

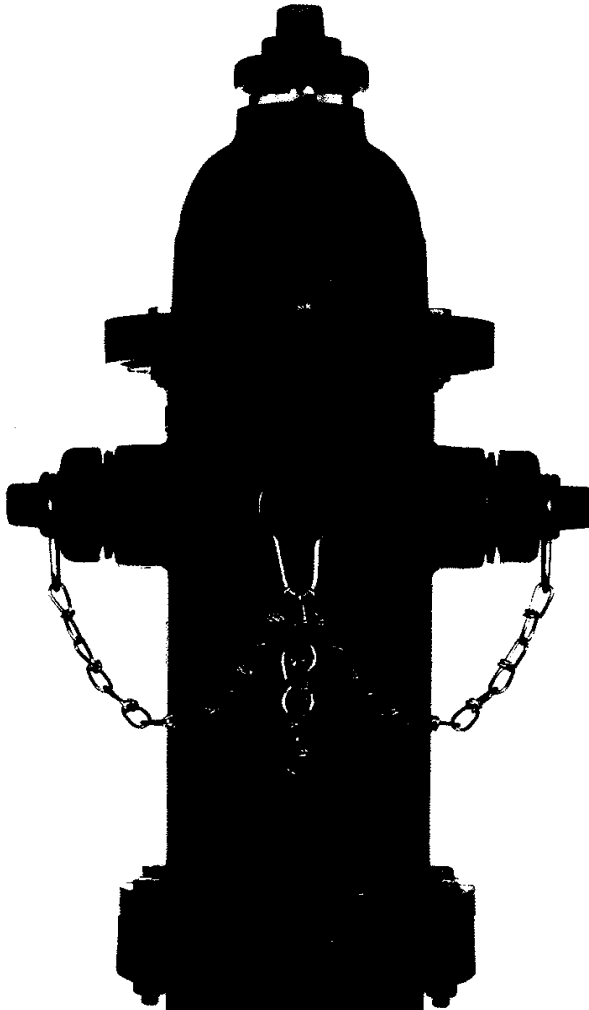
**PROUDLY**



**MADE IN ANNISTON, ALABAMA  
USA**



## STYLE 129 FIRE HYDRANT



- Time Tested
- Proven Service
- Reliable Performance



Approved



MADE IN THE U.S.A.



## INFORMATIONAL SPECIFICATIONS FOR ITEM NOS.: 25 THROUGH 27.

### GENERAL FEATURES / GENERAL SPEC

## M&H AWWA C502 FIRE HYDRANTS

- ◆ Model 129
- ◆ Traffic Model
- ◆ 250 PSI Working Pressure – 500 PSI Hydrostatic Test – AWWA
- ◆ UL / FM Approved



**Type:** Compression type, opening against line pressure. Main valve will remain closed should hydrant be broken off by traffic accident.

**Classification and Size:** Hydrants are classified by the main valve size, number and size of hose and pumper nozzles. Hydrant sizes are designated as 4 ½ and 5 ¼ inches, size being the inside diameter of the main valve seat opening.

**Length:** Hydrant lengths are determined by depth of trench below ground level. Lengths are in multiples of six inches.

**Barrel:** Upper section of barrel (nozzle section) contains the hose and pumper nozzles. The water way is uniform in diameter for entire length of barrel.

**Hydrant Inlet:** Hydrant shoe or elbow is provided with flange or mechanical joint connection to fit connecting pipe. All shoe types except flanged are provided with lugs for strapping. The two drain openings in the hydrant shoe are bronze bushed. All shoes are protected from corrosion with fusion bonded epoxy coating.

**Hose and Pumper Nozzles:** Threaded with fine thread and screwed (not leaded) into tapped openings in nozzle section of hydrant. Hose and pumper nozzle caps are provided with rubber gaskets and chained to nozzle section.

**Dry Top:** Operating threads are isolated from the waterway by a double O-ring seal in the one piece bonnet. Operating nut has lubricating hole for lubrication of operating threads and thrust bearing.

**Dry Barrel:** When the valve of the hydrant is closed, two drain valves in the hydrant shoe automatically open and allow rapid and complete drainage of the hydrant barrel. This dry barrel eliminates danger of damage to the hydrant by freezing.

**Operating Mechanism and Working Parts:** A tamper resistant cast iron weather shield protects the operating mechanism and rubber O-ring seals from environmental elements and painting solvents. The bronze operating nut drives a steel main valve rod, which is bronze sheathed where it passes through the one-piece bonnet. A bronze-to-bronze seat assembly allow for all working parts to be easily removable through the top of the hydrant without excavating. The bronze seat ring threads into a bronze retainer ring bushing, which is permanently affixed into the shoe. The dual positive acting drain valve is constructed of a high strength aluminum bronze to provide additional strength for operation and disassembly. The rubber drain valve facings are water pressure activated and effectively eliminate the drain valve as a maintenance issue.

**Component Materials:** All gray iron parts conform to ASTM A-126, Class B. Ductile Iron components conform to ASTM A536. All non-corrosive metal parts are made of copper alloys conforming to AWWA Standard C502 requirements. Remaining components are performance selected from some of the highest quality materials available today.

**Shop Tests:** Main valve tested from inlet side to 250psi. With main valve open, drain valve and entire hydrant, hydrant hydrostatic pressure tested to 500psi.

**July 2005 / M&H C502 / Model 129**

## INFORMATIONAL SPECIFICATIONS FOR ITEM NOS.: 25 THROUGH 27.

### FEATURES AND BENEFITS

## M&H AWWA C502 MODEL 129 FIRE HYDRANTS

**YESTERDAY, TODAY, AND TOMORROW**---An American Company with an American made product. M&H has been around since 1854 and have been producing hydrants since 1929. We back up our M&H 129 Fire Hydrants with a 10 Year Limited Warranty.

**(1) WEATHER SHIELD**---One-piece cast iron component deflects moisture and dust exposure to bronze stem nut. Affords protection against freezing conditions ensuring operational efficiency. Protects bronze operating nut from pipe wrench damage seen on all bronze actuated hydrants.

**(2) LUBRICATION PLUG BOLT**---Firmly attaches operating nut / weather shield unit to bronze stem nut. Bolt fits flush with top of weather shield causing it to be tamper resistant. Using Allen wrench, plug is easily removed for field servicing or maintenance.

**(3) BRONZE OPERATING NUT**---Primary operating component. Is a heavy duty design. Ample amounts of brass along the throat of nut.

**(4 & 5) HOLD DOWN NUT**---Non-corrodible bronze nut secures stem nut for operating thrusts. Lock nut provides additional weather protection with threading attachment to bonnet and large O-ring seal.

**(6) HOLD DOWN NUT SET SCREW**

Stainless Steel setscrew keeps hold down nut from backing out during operation. Is removed / re-installed with Allen wrench.

**(7) NYLON THRUST WASHER**---Nylon antifriction bearing at thrust collar reduces operating torque up to 40% for smoother open / close cycles. Standard on 5 1/4" hydrants

**(8, 14, & 15) BONNET DESIGN / HYDRANT DUAL LUBRICATION**

With the single unit design, an M&H 129 Fire Hydrant customer is afforded the option of using either grease or oil as an operating mechanism lubricant. Standard factory procedure is to lubricate with grease. Oil is easily substituted in field by removing lubrication plug bolt. Two O-ring seals in bonnet prevents pressurized water from entering and lubricant from escaping into the hydrant. Bonnet flange ring gives finished appearance at bonnet / nozzle section flange. Prevents dirt build-up between flanges. Hidden flange connection sealed with heavy O-ring.

**(11) UPPER STEM ASSEMBLY**---High strength steel stem has rugged acme threads at top end to match threads in bronze stem nut. Brass stem sleeve is machined fitted on segment that penetrates grease / oil reservoir providing smooth, non-corrodible bearing surface for double O-ring seals. O-ring inset between sleeve and stem provides additional leakage protection.

**(22, 23, 24, & 25) BRASS NOZZLES / NOZZLE O-RINGS**---Hose and pumper nozzles are machine threaded into nozzle outlets, an original M&H design. They are easily removed for field replacement. Nozzle leak protection afforded by O-ring behind each nozzle.

**(20 & 21) NOZZLE SET SCREWS**---Nozzles are firmly set into place by stainless steel set screw. Prevents turning of nozzle during hose coupling attachment or removal. If nozzles ever need to be replaced, setscrew can be removed using standard Allen wrench.

**(26) NOZZLE SECTION**---Molded from durable cast iron and available with either two hose and one pumper nozzle or two hose nozzles. Has generous cross-sectional area and smoothly contoured hose outlets to deliver maximum available pressure / velocity.

**(26) NOZZLE SECTION 360 ROTATION / ALIGNMENT**--- Above ground hydrant assembly may be rotated full 360 degrees on the standpipe flange to improve alignment to curb. This is accomplished without dismantling. Simply loosen flange bolts, rotate and re-tighten.

**(34) TRAFFIC IMPACT PROTECTION**---Upon vehicular impact, two lower safety flange rings fracture and stem couple separates below break line. This allows the above ground hydrant assembly to separate cleanly from standpipe and keeps accidental opening of hydrant from vehicle tire. Repair is easily accomplished with economical field repair kit.

**(15) O-RING SEALS**---Heavy Duty O-Rings provides superior sealing contact between standpipe flange joints. O-ring at break joint makes hydrant rotation easier than traditional flat gaskets.

**(29) TRAFFIC STEM COUPLING**---Designed to break from collision without damage to main valve or rod assembly. Bottom half of coupling is square and accepts short disassembly wrench. Square design provides a direct drive area below break area for main valve seat removal and maintenance.

**(36) DUCTILE IRON STANDPIPE**---Fabricated for exceptional strength and support below grade.

**HYDRANT EXTENSIONS**---M&H 129 Fire Hydrants may be lengthened where ground level is being raised without digging up hydrant or requiring complete new barrel. Simply add an M&H hydrant extension available in 6" increments to the existing standpipe.

**(43, 44, & 45) UPPER DRAIN VALVE**---Made of high strength aluminum-bronze alloy Includes double drains with rubber facings. Design provides positive closure of two bronze-bushed drain ports during operation. After operation, the drain valve quickly drains all water from the standpipe preventing cold weather freeze-up. Drain ports are purged during first three operating turns on opening and again on closing.

**(51) BRONZE MAIN VALVE SEAT RING**---Generous amount of material and contoured design provide smooth flow and low-pressure drop.

**(54) BRONZE SHOE RETAINER RING**---Permanently affixed to hydrant shoe with O-ring seal. Shoe Retainer Ring provides a bronze-to-bronze interface with the Main Valve Seat Ring for years for easy seat disassembly.

**(41) HYDRANT SHOE / ELBOW**---Ductile iron hydrant shoe designed to provide smooth, even flow around valve assembly assuring highest possible flow through main valve. Coated internal and externally with fusion bonded epoxy that meets AWWA C550 standards. Provides corrosion resistance to water or soil. Mechanical Joint shoes come standard with strapping lugs for restraining hydrant shoe to pipeline.

**(49 & 50) LOCK WASHER / BOTTOM PLATE**---Bottom plate is single component made from cast iron. Bottom plate compresses lock washer and rubber seat against top plate and securely attaches valve assembly to lower operating stem. Bottom plate is coated with same fusion bonded epoxy applied to shoe.

**PARTS INTERCHANGABILITY**---Several design and material improvements have been made to the current Style 129 Fire Hydrant. In no case have any changes sacrificed interchangeability. Parts produced today will work on M&H hydrants produced since 1929.

**VALVE DISASSEMBLY**---Disassembly of internal valve is achieved with the use of a Short Disassembly Wrench that engages the square end of our traffic coupling. No large removal wrench needed.

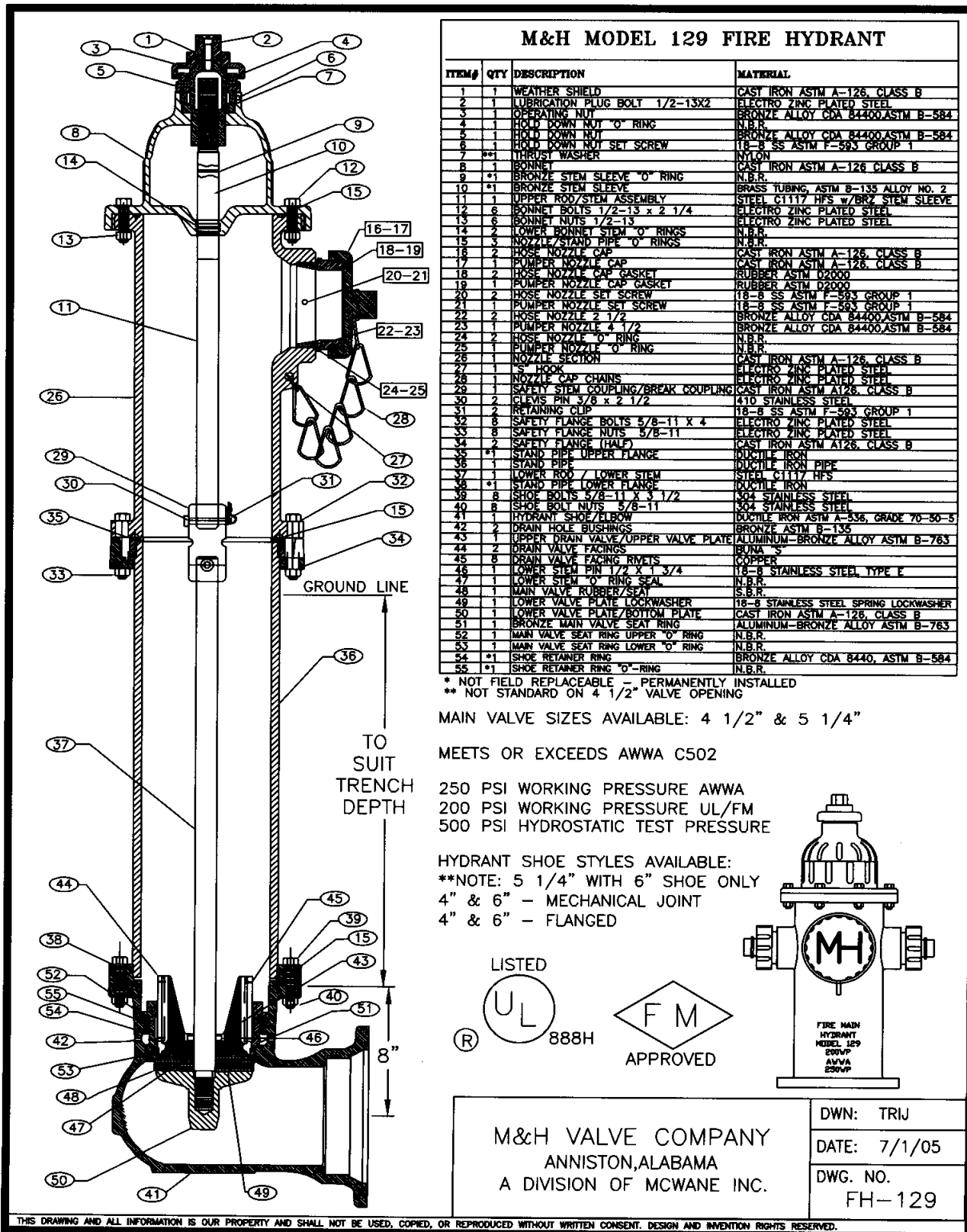
**VALVE OPENING SELECTION**---We offer the choice between a 4 1/2" and 5 1/4" valve opening on our 129 fire hydrants.

**APPROVALS**---M&H 129 Fire Hydrants meet or exceed AWWA C502. Underwriters Laboratory and Factory Mutual approvals.

**TESTING**---M&H 129 Fire Hydrants are individually seat tested at 250 psi followed by a 500 psi shell test to assure material and seal quality.

July 2005 / M&H C502 / Model 129

# INFORMATIONAL SPECIFICATIONS FOR ITEM NOS.: 25 THROUGH 27.



## INFORMATIONAL SPECIFICATIONS FOR ITEM NOS.: 25 THROUGH 27.

### SUGGESTED SPECIFICATIONS (1 of 2)

## **M&H AWWA C502 FIRE HYDRANTS**

- ◆ Model 129
- ◆ Traffic Model
- ◆ 250 PSI Working Pressure – 500 PSI Hydrostatic Test - AWWA
- ◆ UL / FM Approved

<b>GENERAL</b>	Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be (4 ½" or 5 ¼") in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
<b>RATING</b>	Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
<b>END CONFIGURATION</b>	Hydrants shall be connected to the main by a 4" or 6" fusion bonded, epoxy coated mechanical joint or flanged shoe. Mechanical joint shoes shall be fitted with strapping lugs.
<b>DESIGN</b>	<p>The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber.</p> <p>The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.</p> <p>Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.</p> <p>Hose and pumper nozzles shall be threaded and screwed into the nozzle section. And then mechanically locked to prevent turning.</p> <p>Hose and pumper caps shall be chained to the hydrant</p> <p>The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.</p> <p>Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.</p> <p>The main valve rod shall be made in two parts and fitted with breakable coupling at the ground line flange.</p> <p>The ground line connection between nozzle section and the barrel shall incorporate the use of traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.</p> <p>The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.</p>

**July 2005 / M&H C502 / Model 129**

## **INFORMATIONAL SPECIFICATIONS FOR ITEM NOS.: 25 THROUGH 27.**

### **SUGGESTED SPECIFICATIONS (2 of 2)**

#### **DESIGN**

(Continued)

The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.

The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.

The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.

The operating nut shall be made of bronze with a self-lubricating design.

Hydrants shall be of the dry barrel type and hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.

The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST or other, as specified) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST or other, as specified), or other combination of nozzle outlets, including independent hose gate valves, as specified.

Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.

Hydrant standpipe shall be ductile iron and single piece for all bury depths.

All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.

Hydrant shall open by turning to the (left or right). Direction of opening to be permanently marked on hydrant bonnet.

Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.

Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.

Bury shall be (specify depth of bury) measuring depth from grade line to bottom of trench or connecting pipe.

Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

#### **COATING**

The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or as specified).

Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

#### **MARKINGS**

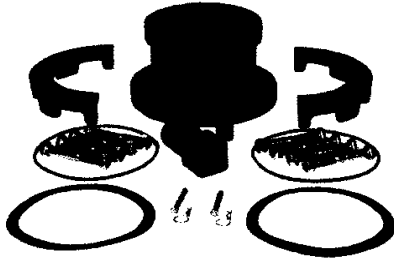
Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502. Country of origin to be cast on all major hydrant castings.

#### **SOURCE**

Hydrants shall be M&H Model 129

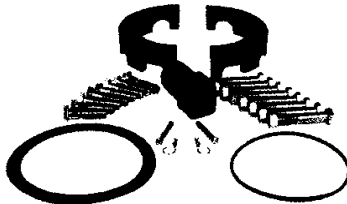
**July 2005 / M&H C502 / Model 129**

## ACCESSORIES/ORDERING



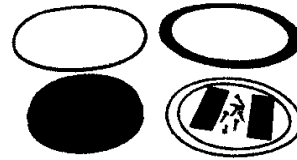
### EXTENSION KIT

Conveniently packaged including all necessary parts to raise hydrant in any increment of 6".  
Specify if hydrant size is 4-1/2" or 5-1/4".



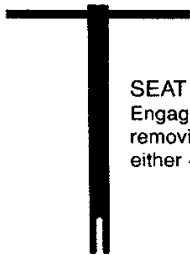
### TRAFFIC REPAIR KIT

Available for 4-1/2" or 5-1/4" hydrant and packaged with all components needed to restore hydrant to service following collision.



### MAIN VALVE REPAIR KIT

Available for 4-1/2" or 5-1/4" hydrant and packaged with all components needed to repair damaged valve assembly.



**SEAT REMOVAL WRENCH**  
Engages stem drive pin for removing main valve seat. Fits either 4-1/2" or 5-1/4" hydrants.



**HOLD DOWN NUT WRENCH**



**HOSE NOZZLE WRENCH**



**PUMPER NOZZLE WRENCH**  
Slots engage drive lugs in nozzle I.D. for removal. Threads are left hand. Specify nozzle size if other than National Standard.

## How To Order

**1 Model:** M&H Style 129, 4-1/2" or 5-1/4" valve opening.  
Traffic Model AWWA C-502 hydrant. Equipped with two 2-1/2" outlets and one 4-1/2" pumper outlet or two 2-1/2" outlets.

### **2 Hose and Pumper Nozzle Threading: National Standard Specifications**

(As adopted by Nation Board of Fire Underwriters)

Hose Nozzle: 2-1/2" - Threads, 3-1/16" O.D.

7-1/2 threads per inch.

Pumper Nozzle: 4-1/2" - Threads, 5-3/4" O.D.

4 threads per inch.

Operating Nut: Pentagon - 1-1/2" point to flat.

Direction of Opening: Left (counter-clockwise)

If other than NST, specify standard by description or send male coupling from discarded section to hose. Do not send hydrant cap.

**3 Size and Type of Shoe Connection:** 6" Mechanical Joint, Flanged.

**4 Size and Shape of Operating Nut:** If other than National Standard pentagon measuring 1-1-2" Point to Flat, give dimension measuring point to flat for pentagon and across center from flat to flat for square and hexagon nuts.

**5 Direction of Opening:** Specify left (counter-clockwise) or right (clockwise). If not specified, open left will be provided.

**6 Depth of Trench:** Distance from ground line to bottom of connecting pipe. "Trench" and "Ditch" are the same as "Bury". "Cover" is distance from ground line to top of connecting pipe.

**7 Color:** Unless otherwise specified, final paint coat will be fire Hydrant Red.

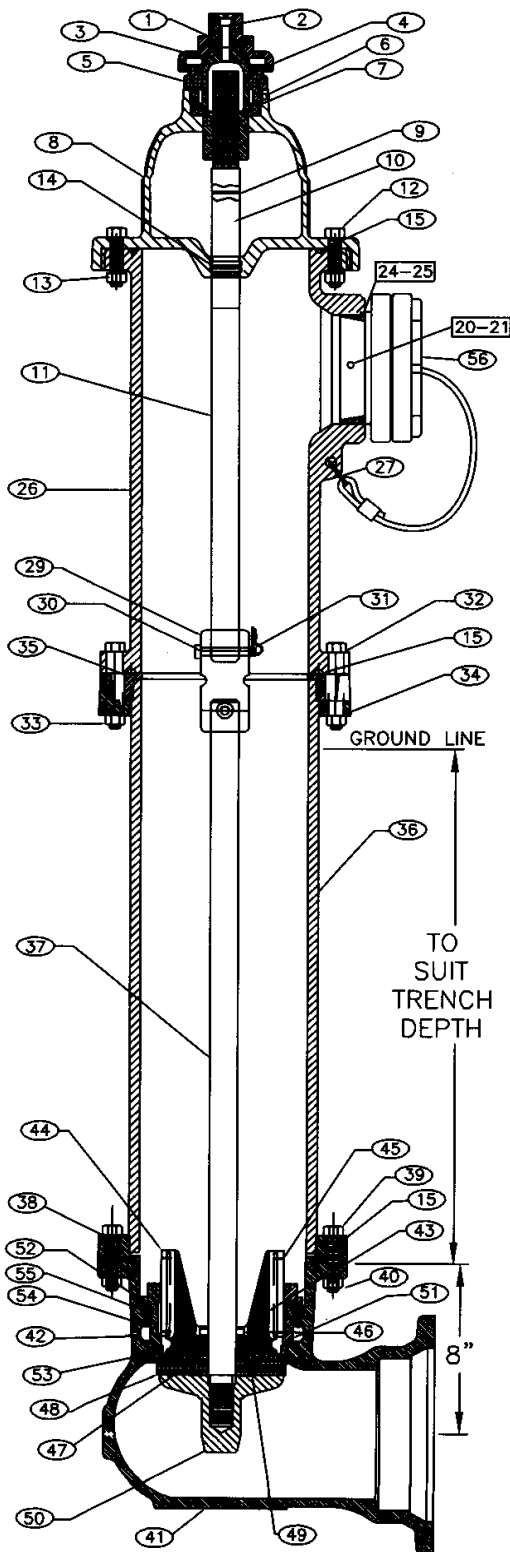


## M&H VALVE COMPANY

A DIVISION OF MCWANE, INC.  
Sales Office & Manufacturing Facility  
[www.mh-valve.com](http://www.mh-valve.com)

P.O. Box 2088  
Anniston, Alabama 36202  
Phone (256) 237 3521  
Fax 1-888-549-5309

# INFORMATIONAL SPECIFICATIONS FOR ITEM NOS.: 25 THROUGH 27.



**M&H MODEL 129 FIRE HYDRANT WITH INTEGRAL STORZ**

ITEM#	QTY	DESCRIPTION	MATERIAL
1	1	WEATHER SHIELD	CAST IRON ASTM A-126, CLASS B
2	1	LUBRICATION PLUG BOLT 1/2-13X2	ELECTRO ZINC PLATED STEEL
3	1	OPERATING NUT	BRONZE ALLOY CDA 84400/ASTM B-584
4	1	HOLD DOWN NUT "O" RING	N.B.R.
5	1	HOLD DOWN NUT	BRONZE ALLOY CDA 84400/ASTM B-584
6	1	HOLD DOWN NUT SET SCREW	18-8 SS ASTM F-593 GROUP 1
7	***	THRUST WASHER	NYLON
8	1	BONNET	CAST IRON ASTM A-126, CLASS B
9	***	BONNET STEM SLEEVE "O" RING	N.B.R.
10	***	BRONZE STEM SLEEVE	N.B.R.
11	1	UPPER ROD/STEM ASSEMBLY	BRASS TUBING ASTM B-135 ALLOY NO. 2
12	6	BONNET BOLTS 1/2-13 x 2 1/4	STEEL C1117 HPS #78/2 STEM SLEEVE
13	6	BONNET NUTS 1/2-13	ELECTRO ZINC PLATED STEEL
14	2	LOWER BONNET STEM "O" RINGS	ELECTRO ZINC PLATED STEEL
15	3	NOZZLE/STAND PIPE "O" RINGS	N.B.R.
16	***2	HOSE NOZZLE CAP	CAST IRON ASTM A-126, CLASS B
18	***2	HOSE NOZZLE CAP GASKET	RUBBER ASTM D2000
19	2	CLEVIS PIN 3/8 x 2 1/2	18-8 SS ASTM F-593 GROUP 1
20	1	PUMPER NOZZLE SET SCREW	18-8 SS ASTM F-593 GROUP 1
22	2	HOSE NOZZLE 2 1/2	BRONZE ALLOY CDA 84400/ASTM B-584
24	***2	HOSE NOZZLE "O" RING	N.B.R.
25	1	PUMPER NOZZLE "O" RING	N.B.R.
26	1	NOZZLE SECTION	CAST IRON ASTM A-126, CLASS B
27	1	"S" HOOK	ELECTRO ZINC PLATED STEEL
29	1	SAFETY STEM COUPLING/BREAK COUPLING	CAST IRON ASTM A126, CLASS B
30	1	SAFETY PIN 3/8 x 2 1/2	410 STAINLESS STEEL
31	2	RETAINING CLIP	18-8 SS ASTM F-593 GROUP 1
32	8	SAFETY FLANGE BOLTS 5/8-11 x 4	304 STAINLESS STEEL
33	8	SAFETY FLANGE NUTS 5/8-11	304 STAINLESS STEEL
34	2	SAFETY FLANGE (HALF)	CAST IRON ASTM A126, CLASS B
35	***	STAND PIPE UPPER FLANGE	DUCTILE IRON
36	1	STAND PIPE	DUCTILE IRON PIPE
37	1	SWIRL ROD / LOWER STEM	STEEL C1117 HPS
38	***	STAND PIPE LOWER FLANGE	DUCTILE IRON
39	8	SHOE BOLTS 5/8-11 x 1 1/2	ELECTRO ZINC PLATED STEEL
40	8	SHOE BOLT NUTS 5/8-11	ELECTRO ZINC PLATED STEEL
41	1	HYDRANT SHOE/ELBOW	DUCTILE IRON ASTM A-536, GRADE 70-50-5
42	2	DRAIN HOLE BUSHINGS	BRONZE ASTM B-135
43	1	UPPER DRAIN VALVE/UPPER VALVE PLATE	ALUMINUM-BRONZE ALLOY ASTM B-763
44	2	DRAIN VALVE FACINGS	BRUNA "S"
45	8	DRAIN VALVE FACING RIVETS	COPPER
46	1	LOWER STEM PIN 1/2 x 1 3/4	18-8 STAINLESS STEEL TYPE E
47	1	LOWER STEM "O" RING SEAL	N.B.R.
48	1	MAIN VALVE RUBBER/SEAL	S.B.R.
49	1	LOWER VALVE PLATE LOCKWASHER	18-8 STAINLESS STEEL SPRING LOCKWASHER
50	1	LOWER VALVE PLATE/BOTTOM PLATE	CAST IRON ASTM A-126, CLASS B
51	1	BRONZE MAIN VALVE SEAT RING	ALUMINUM-BRONZE ALLOY ASTM B-763
52	1	MAIN VALVE SEAT RING UPPER "O" RING	N.B.R.
53	1	MAIN VALVE SEAT RING LOWER "O" RING	N.B.R.
54	***	SHOE RETAINER RING	BRONZE ALLOY CDA 8440, ASTM B-584
55	***	SHOE RETAINER RING "O" RING	N.B.R.
56	1	INTERNAL STORZ WITH CABLE	N.B.R.

\* NOT FIELD REPLACEABLE PERMANENTLY INSTALLED

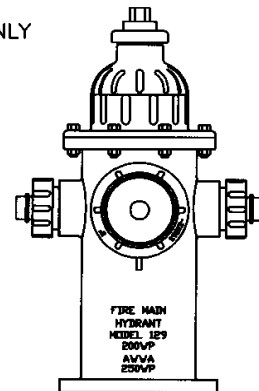
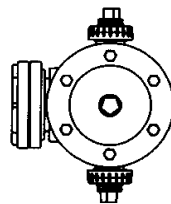
\*\* NOT STANDARD ON 4 1/2" VALVE OPENING

\*\*\* PART NOT SHOWN ON DRAWING

MAIN VALVE SIZES AVAILABLE: 4 1/2" & 5 1/4"

250 PSI WORKING PRESSURE  
500 PSI HYDROSTATIC TEST PRESSURE

HYDRANT SHOE STYLES AVAILABLE:  
\*\*NOTE: 5 1/4" WITH 6" SHOE ONLY  
4" & 6" - MECHANICAL JOINT  
4" & 6" - FLANGED



M&H VALVE COMPANY  
ANNISTON, ALABAMA  
A DIVISION OF MCWANE INC.

DWN: TRIJ

DATE: 7/1/05

DWG. NO.

FH-129-ISZ

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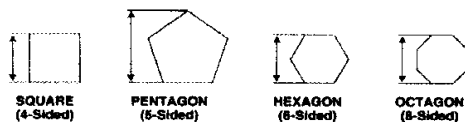
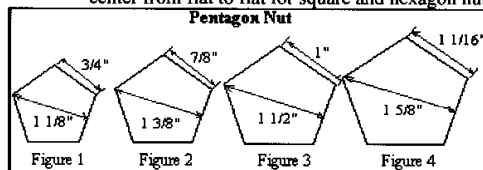
## INFORMATIONAL SPECIFICATIONS FOR ITEM NOS.: 25 THROUGH 27.

### HOW TO ORDER

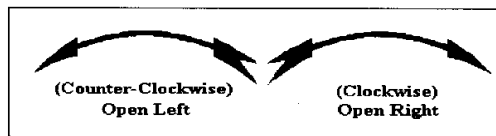
## M&H AWWA C502 FIRE HYDRANTS

- ◆ Model #
- ◆ Traffic Model
- ◆ 250 PSI Working Pressure – 500 PSI Hydrostatic Test - AWWA
- ◆ UL / FM Approved

1. **Model:** Model #
2. **Size of Hydrant Valve Opening:** 4 1/2" or 5 1/4"
3. **Number and size of Hose Nozzles:** Two. Usually 2 1/2"
4. **Hose Nozzle Threading:** If other than National Standard, Specify standard by name or send male coupling from discarded section of hose so that hose connections can be accurately measured. Do not send hydrant cap as this is not always an accurate gauge.
5. **Number and Size of Steamer Nozzles:**  
One. Usually 4 1/2"
6. **Steamer Nozzle Threading:**  
Same instructions as No. 4. above
7. **Size of Shoe Connection:**  
4 1/2" VO Hydrants: 4" or 6" Shoe  
5 1/4" VO Hydrants: 6" shoe
8. **Type of Shoe Connection:**  
Mechanical Joint, Flanged
9. **Size and Shape of Operating Nut:** If other than National Standard pentagon measuring 1 1/2" Point to Flat, give dimension measuring Point to Flat for pentagon and across center from flat to flat for square and hexagon nuts.



10. **\*\*\*Hose and Pumper Caps:** Unless other wise specified, hose and pumper cap will match dimensions of operating nut.
11. **Direction of Opening:** Open left (counter-clockwise) or open right (Clockwise). \*\*\*Unless open-right is specified, all hydrants will be made to open / turn to the left.



12. **Depth of Trench:** Distance from ground line to bottom of connecting pipe. "Trench" and "Ditch" are the same as "Bury". "Cover" is the distance from the ground line to the top of pipe leading to hydrant shoe.
13. **Color:** Unless otherwise specified, final paint coat will be Fire Hydrant Red.
14. **\*\*\*Hydrant Chains:** All hydrants are supplied with chains unless you specify otherwise.
15. **STORZ Connections:** M&H can supply / install NST "STORZ" Connection in place of pumper nozzle.

### NATIONAL STANDARD SPECIFICATIONS

(As adopted by National Board of Fire Underwriters)

Hose Nozzle: 2 1/2" I.D.; 3 1/16" O.D.; 7 1/2" threads per inch.

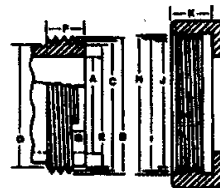
Steamer Nozzle: 4 1/2" I.D.; 5 3/4" O.D.; 4 threads per inch.

Operating Nut: 1 1/2" point to flat.

Direction of Opening: Left (counter-clockwise)

### National Standard Hose Coupling Thread Specifications (NST)

A. Nominal inside diameter		2 1/2"	3"	3 1/2"	4"	4 1/2"
Number of threads per inch		7 1/2	6	6	4	4
B. Major diameter nozzle thread	Max.	3.0886	3.6239	4.2439	5.0109	5.7809
	Min.	3.0386	3.5979	4.2079	4.9609	5.7109
C. Pitch diameter nozzle thread	Max.	2.9820	3.5156	4.1269	4.8485	5.5985
	Min.	2.9320	3.4876	4.1176	4.8235	5.5735
D. Minor diameter nozzle thread	Max.	2.8904	3.4073	4.0873	4.8081	5.4981
E. Diameter pilot nozzle		2.8800	3.3640	3.9730	4.6100	5.3670
F. Length of thread - nozzle		1"	1 1/4"	1 1/2"	1 1/2"	1 1/2"
G. Face to start of second turn		1/2"	3/4"	1"	1 1/4"	1 1/2"
H. Major diameter coupling thread	Min.	3.0839	3.6209	4.2439	5.0399	5.7899
I. Pitch diameter coupling thread	Max.	3.0130	3.5486	4.1736	4.8995	5.6495
	Min.	2.9670	3.5306	4.1586	4.8735	5.6235
J. Minor diameter coupling thread	Max.	2.9424	3.4683	4.0833	4.7811	5.5111
	Min.	2.9104	3.4323	4.0473	4.7111	5.4811
K. Depth of coupling		3/16"	1/8"	1/8"	1/8"	1/8"



All dimensional data and tolerances are in accord with ANSI 28

July 2005 / M&H C502 Fire Hydrants



**INFORMATIONAL SPECIFICATIONS FOR ITEM NOS.: 25 THROUGH 27.**

**M&H VALVE COMPANY**

**Anniston, Alabama**

**M&H C502 Fire Hydrants**

**TEN-YEAR LIMITED WARRANTY**

M&H Valve Company warrants that its AWWA C502 Fire Hydrant will be free from defects in material and workmanship under normal and customary use and maintenance for a period of ten (10) years from the date of purchase, provided the hydrant is installed and maintained according to M&H instructions, and applicable codes. The foregoing warranty does not cover failure of any part or parts from external forces, including, but not limited to, earthquake, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave.

Should any M&H Valve Company part or parts fail to conform to the foregoing warranty, M&H shall, upon prompt written notice thereof, repair or replace, F.O.B. point of manufacture, such defective part or parts. Purchaser shall, if requested, return the part or parts to M&H, transportation prepaid. Purchaser shall bear all responsibility and expense incurred for removal, reinstallation and shipping in connection with any part supplied under the foregoing warranty.

**THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS. IN NO EVENT SHALL CLOW VALVE COMPANY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES.**

**July 2005 / M&H C502 Fire Hydrants**

**\*\*\* PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, AND PRICING SHALL NOT APPEAR ANYWHERE ELSE IN THE BID PACKAGE, OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\***

<b>BID SCHEDULE</b>					
<b>ITEM NO.</b>	<b>COMMODITIES OR SERVICES</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	Gate Valve, Resilient Wedge, <u>3-inch</u> , flanged ends, with accessories, 2-inch square operating nut, close right, to be either Clow No. F 6102 or M&H No. 3067-02, (see NOTE 2). Bidding On:  _____ (Manufacturer Name & I.D. No.)	100	Each	\$ _____	\$ _____
2.	Gate Valve, Resilient Wedge, <u>4-inch</u> , NRS, flanged ends, with accessories, 2 inch square operating nut, close right, (see NOTE 2). Bidding On:  _____ (Manufacturer Name & I.D. No.)	110	Each	\$ _____	\$ _____
3.	Gate Valve, Resilient Wedge, <u>6-inch</u> , MJ ends, NRS, with accessories, 2-inch square operating nut, close right, (see NOTE 2). Bidding On:  _____ (Manufacturer Name & I.D. No.)	210	Each	\$ _____	\$ _____
4.	Gate Valve, Resilient Wedge, <u>8-inch</u> , MJ ends, NRS, with accessories, 2-inch square operating nut, close right, (see NOTE 2). Bidding On:  _____ (Manufacturer Name & I.D. No.)	160	Each	\$ _____	\$ _____

5.	Gate Valve, Resilient Wedge, <u>10-inch</u> , MJ ends, NRS, with accessories, 2-inch square operating nut, close right, (see NOTE 2). Bidding On:  _____ (Manufacturer Name & I.D. No.)	5	Each	\$ _____	\$ _____
6.	Gate Valve, Resilient Wedge, <u>12-inch</u> , MJ ends, NRS, with accessories, 2-inch square operating nut, close right, (see NOTE 2). Bidding On:  _____ (Manufacturer Name & I.D. No.)	10	Each	\$ _____	\$ _____
7.	Gate Valve, Resilient Wedge, <u>16-inch</u> , MJ ends, NRS, with accessories, 2-inch square operating nut, close right, (see NOTE 2). Bidding On:  _____ (Manufacturer Name & I.D. No.)	5	Each	\$ _____	\$ _____
8.	Gate Valve, <u>6-inch</u> , (Meter Valve-department only) IBBM-NRS-MJ x F, 2-inch square operating nut, close right with accessories (see NOTE 3). Bidding On:  _____ (Manufacturer Name & I.D. No.)	30	Each	\$ _____	\$ _____
9.	Tapping Valve, <u>6-inch</u> , Resilient Wedge, NRS-MJ x F, 2-inch square operating nut, close right, "O" ring packing with accessories, (see NOTE 2). Bidding On:  _____ (Manufacturer Name & I.D. No.)	100	Each	\$ _____	\$ _____

10.	<p>Tapping Sleeve, <u>6-inch x 6-inch x 6-inch</u>, MJ x MJ x F, for DI/CI pipe with all accessories included, (see NOTE 3). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	75	Each	\$ _____	\$ _____
11.	<p>Tapping Sleeve, <u>6-inch x 6-inch x 6-inch</u>, MJ x MJ x F, <u>for AC pipe</u>, with all accessories included, (see NOTE 3). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	25	Each	\$ _____	\$ _____
12.	<p>Tapping Sleeve, <u>8-inch x 8-inch x 6-inch</u>, MJ x MJ x F, for DI/CI pipe with all accessories included, (see NOTE 3). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	15	Each	\$ _____	\$ _____
13.	<p>Tapping Sleeve, <u>12-inch x 12-inch x 6-inch</u>, MJ x MJ x F, for DI/CI pipe with all accessories included, (see NOTE 3). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	4	Each	\$ _____	\$ _____
14.	<p>Tapping Sleeve, <u>16-inch x 16-inch x 6-inch</u>, MJ x MJ x F, for DI/CI pipe, with all accessories included, (see NOTE 3). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	4	Each	\$ _____	\$ _____

15.	<p>Gate Valve, <u>8-inch</u>, (Meter Valve-department only) IBBM-NRS-MJ x F, 2-inch square operating nut, close right, with accessories, (see NOTE 3).</p> <p>Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	30	Each	\$ _____	\$ _____
16.	<p>Tapping Valve, <u>8-inch</u> Resilient Wedge, NRS-M x F, with 2-inch square operating nut, close right, "O" ring packing with accessories (see NOTE 2).</p> <p>Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	50	Each	\$ _____	\$ _____
17.	<p>Tapping Sleeve, <u>8-inch x 8-inch x 8-inch</u>, MJ x MJ x F, for DI/CI pipe with all accessories included, (see NOTE 3).</p> <p>Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	20	Each	\$ _____	\$ _____
18.	<p>Tapping Sleeve, <u>12-inch x 12-inch x 8-inch</u>, MJ x MJ x F, for DI/CI pipe, with all accessories included, (see NOTE 3).</p> <p>Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	8	Each	\$ _____	\$ _____
19.	<p>Tapping Sleeve, <u>16-inch x 16-inch x 8-inch</u>, MJ x MJ x F, for DI/CI pipe, with all accessories included, (see NOTE 3).</p> <p>Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	4	Each	\$ _____	\$ _____

20.	<p>Tapping Valve, Resilient Wedge, <u>10-inch</u>, NRS, MJ x F, 2-inch square operating nut, close right, “O” ring packing, with all accessories included, (see NOTE 2). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	5	Each	\$ _____	\$ _____
21.	<p>Tapping Valve, Resilient Wedge, <u>12-inch</u>, NRS, MJ x F, 2-inch square operating nut, close right, “O” ring packing, with all accessories included, (see NOTE 2). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	6	Each	\$ _____	\$ _____
22.	<p>Tapping Sleeve, <u>12-inch x 12-inch x 12-inch</u>, MJ x MJ x F, with all accessories included, (see NOTE 3). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	4	Each	\$ _____	\$ _____
23.	<p>Tapping Sleeve, <u>16-inch x 16-inch x 12-inch</u>, MJ x MJ x F, with all accessories included, (see NOTE 3). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	2	Each	\$ _____	\$ _____
24.	<p>Tapping Valve, Resilient Wedge, <u>16-inch</u>, NRS, MJ x F, 2-inch square operating nut, close right, “O” ring packing, with all accessories included, (see NOTE 2). Bidding On:</p> <p>_____</p> <p>(Manufacturer Name &amp; I.D. No.)</p>	2	Each	\$ _____	\$ _____

25.	Hydrants, Fire, 5'bury, 5 ¼ valve opening, 6" MJ shoe, traffic model dry type steamer, DEKALB COUNTY spec's 7/8"x 1" square taper op-nut/weather shield and caps. In accordance with minimum specifications. Bidding On:  _____	300	Each	\$ _____	\$ _____
	(Manufacturer Name & I.D. No.)				
26.	Hydra Hydrants, Fire, 4' bury, 5 ¼ valve opening, 6" MJ shoe, traffic model dry type steamer, DEKALB COUNTY spec's 7/8"x 1" square taper op-nut/weather shield and caps. Bidding On:  _____	300	Each	\$ _____	\$ _____
	(Manufacturer Name & I.D. No.)				
27.	Hydrants, Fire, 3'bury, 5 ¼ valve opening, 6" MJ shoe, traffic model dry type steamer, DEKALB COUNTY spec's 7/8"x 1" square taper op-nut/weather shield and caps. Bidding On:  _____	100	Each	\$ _____	\$ _____
	(Manufacturer Name & I.D. No.)				

**NOTES TO BIDDER:**

**NOTE 1: HANDLING AND STORAGE:** Due to handling and storage all items must be delivered on pallets which are accessible by forklift for County unloading.

**NOTE 2: FOR ITEM NOS. 1 THROUGH 7, 9, 16, 20, 21, AND 24:** Resilient Wedge Gate Valves, NRS, must have "O ring packing" and be in accordance with AWWA Standard C-509 and enclosed Minimum Specifications.

**NOTE 3: FOR ITEM NOS. 8, 10 THROUGH 15, 17 THROUGH 19, 22 AND 23:** Gate/Tapping Valves and Tapping Sleeves of same size will be **awarded together** to the same bidder but may be ordered separately by the County. These items must meet AWWA Standards, 150lbs class with all accessories included and be in accordance with enclosed Minimum Specifications. It is to be understood that all accessories are to be included with each item, even if there is no room in the item description to include wording for the accessories.

**NOTE 4: FOR ITEM NOS. 25 THROUGH 27:** Fire Hydrants must be in accordance with AWWA Standards and enclosed Minimum Specifications. Informational Specifications for M & H traffic model hydrants are enclosed. Bidders shall bid on M & H models or acceptable equals.

**NOTE 5: GLOSSARY OF ABBREVIATIONS:**

IBBM — Iron Body, Bronze Mounted

NRS — Non-Rising Stem

MJ — Mechanical Joint

AWWA — American Water Works Association

PSI — Pounds Per Square Inch

WP — Working Pressure

F — Flange

AC — Asbestos Cement



## BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
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Business Entity Street Address	Authorized Signature
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Business Entity City, State and Zip Code	Contact Person's Phone Number
--	-------------------------------

Business Entity County	Contact Person's E-mail Address
------------------------	---------------------------------

- Bidder acknowledges addendum(s): No. 1\_\_, No. 2\_\_, No. 3\_\_ (If Applicable)  
\_\_\_\_\_(Initial)
- Bidder acknowledges that this bid is valid for 90 days from and including  
\_\_\_\_\_(Initial)  
the bid opening date.
- Bidder acknowledges that bid meets or exceeds minimum specifications.  
\_\_\_\_\_(Initial)  
Any deviation from minimum specifications must be explained, in detail,  
by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
  - No revisions  
\_\_\_\_\_(Initial)
  - There are revisions and they are included with the bid submittal  
\_\_\_\_\_(Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not be complete and will be subject to rejection.

**THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

## **ATTACHMENT A**

### **REQUIRED DOCUMENTS CHECKLIST**

Bidder shall complete and submit the following documents with their bid:

Check page numbers and correct numbers as necessary.

<b>Bid Page No.</b>	<b>Title</b>	<b>Check This Box If Included With Bid</b>
41	Bid Acknowledgement Form*	
42	Required Documents Checklist	
43	Contractor Reference and Release Form	
44	Subcontractor Reference and Release Form, if applicable	
46	Contractor Affidavit*	
47	Subcontractor Affidavit, if applicable**	
48-56	LSBE - Exhibits A and/or B of Attachment G*	
57	First Source Jobs Acknowledgement Form	
58	New Employee Tracking Form	

**\*If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.**

**\*\*These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, will result in the bidder being deemed non-responsive.**

I, the undersigned, acknowledge that I have included the requested documents as listed above.

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

\_\_\_\_\_  
Signature

## **ATTACHMENT B**

### **CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

### **REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this ITB.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Bidder)

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

## **ATTACHMENT C**

### **SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

### **REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this ITB.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature of Bidder)

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

## **ATTACHMENT D**

### **CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:**

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions:<sup>1</sup>
  - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

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<sup>1</sup> O.C.G.A. § 13-10-91, as amended

**ATTACHMENT E**  
**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Bidder's Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

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

\_\_\_\_\_  
Address (\* do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

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

**ATTACHMENT F**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States 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, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.]

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Bidder's Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Bidder

\_\_\_\_\_  
Identification Number

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

\_\_\_\_\_  
Address (\* do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

## **ATTACHMENT G**

### **DEKALB FIRST LSBE INFORMATION WITH EXHIBITS A – B**

#### **SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

#### **PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.



For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”). For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

## **EXHIBIT A**

### **SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME BIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: **18-101042**

TITLE OF UNIT OF WORK – **Valves, Tapping Sleeves and Fire Hydrants**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
\_\_\_\_LSBE-DeKalb    \_\_\_\_LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: \_\_\_\_\_.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.  
  
\_\_\_\_\_  
  
\_\_\_\_\_
4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	

Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

**EXHIBIT A, CONT'D**

**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a <b>MANDATORY LSBE</b> Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, Felton Williams, Procurement Projects Manager at 404-371-6312.

## **EXHIBIT A, CONT'D**

### **DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM**

#### **Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

**2. Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the

LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

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Firm's Officer:

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(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

---

Notary Public

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

**EXHIBIT B**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

**To:** \_\_\_\_\_

**(Name of Prime Contractor Firm)**

**From:** \_\_\_\_\_

**(Name of Subcontractor Firm)**

☐ **LSBE –DeKalb**   ☐ **LSBE –MSA**

**(Check all that apply)**

**ITB Number:** 18-101042

**Project Name:** Valves, Tapping Sleeves and Fire Hydrants (Annual Contract with 2 Options to Renew)

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

**Prime Contractor**

**Sub-contractor**

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

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

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

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

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

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



**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**(WITH EXHIBITS 1 – 4)**

**EXHIBIT 1**

**FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT**

Contract No. \_\_\_\_\_

**The DeKalb County First Source Ordinance** requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an ***Employment Roster*** and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

**CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_
3. How many work hours per week constitutes Full Time employment? \_\_\_\_\_

**Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.**

**EXHIBIT 2**  
**NEW EMPLOYEE TRACKING FORM**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Do you anticipate hiring from the First Source Candidate Registry?** Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring: \_\_\_\_\_

<b>Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:</b>	<b>The number you anticipate hiring:</b>	<b>Timeline</b>

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to  
[FirstSourceJobs@dekalbcountyga.gov](mailto:FirstSourceJobs@dekalbcountyga.gov).

**FIRST SOURCE JOBS ORDINANCE INFORMATION**  
**EXHIBIT 3**

**BUSINESS SERVICE REQUEST FORM**

**Please note: We need one form completed for each position that you have available.**

**DATE:**

**FEDERAL TAX ID:**

**COMPANY NAME:**

**WEBSITE:**

**ADDRESS:**

**(WORKSITE ADDRESS IF DIFFERENT):**

**CONTACT NAME:**

**CONTACT PHONE:**

**CONTACT FAX:**

**CONTACT E-MAIL ADDRESS:**

**Are you a private employment agency or staffing agency?** ☐ YES ☐ NO

---

**JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)**

**POSITION TITLE:**

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

**WEEKLY WORK HOURS:**    20-30 hours ☐        30-40 hours ☐        Other ☐

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE(OR RANGE):**

**PERM** ☐        **TEMP** ☐        **TEMP-TO-PERM** ☐        **SEASONAL** ☐

**PUBLIC TRANSPORTATION ACCESSIBILITY**    **YES** ☐        **NO** ☐

**IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:**

☐ CREDIT ☐ DRUG ☐ MVR ☐ BACKGROUND ☐ OTHER \_\_\_\_\_

**Please return form to: Business Solutions Unit (First Source)**  
774 Jordan Lane Bldg. #4  
Decatur, Ga. 30033  
Phone: (404) 687-3400

**FirstSourceJobs@dekalbcountyga.gov**

## **EXHIBIT 4**

## EMPLOYMENT ROSTER

### DeKalb County

[illegible]