



City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6400

DATE: 3/23/15

Purchase Order No. _____

suffix. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

FERGUSON WATERWORKS
187 POPLAR ST.
MACON, GA 31201-0000

Ph: 478-476-4885

Fax: 478-743-3450

Freight is FOB Destination

Mail all invoices* to:

City of Griffin

Deliveries are accepted

Attn- (plant receiving shipmt)

between the hours of

P O Box T

8:00 a.m. and 4 p.m.

Griffin, GA 30224

*Terms: Net 30 unless otherwise specified on PO

Per Georgia State Code 48.8, the City of Griffin is tax exempt for sale and use
taxes. Georgia Sales & Use Tax Exemption No. 20006246313

Deliver to:

City of Griffin
Dept: Stormwater
100 S. HILL ST
Griffin, GA 30223

ATTN: JOSEPH JOHNSON/DANNY PRYOR

Phone: 678-692-0397

Fax: 678-692-0388

-- ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL
INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. --

- VENDORS MUST HAVE A CURRENT E-VERIFY AFFIDAVIT ON FILE PRIOR TO PO PROCESSING -

On File? Y/N

Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
NO 8 STB-RL DBL ROW	505 - 4440 - 53 - 1200 - 0000	1	EA	33,582.930	33,582.930
EDU STD INDY RIGHT TO LEFT	505 - 4440 - 54 - 2500 - 0000	1	EA	(33,582.930)	-33,582.930
100 GF CALIBRATED TANK	505 - 4440 - 54 - 9999 - 0000	1	EA	33,582.930	33,582.93
10-GF CALIBRATED TANK	- - - - -				
FOR	- - - - -				
METER TEST BENCH	- - - - -				
	- - - - -				
	- - - - -				
	- - - - -				
SOLE SOURCE ON FILE	- - - - -				
	- - - - -				
	- - - - -				
CAPITAL PROJECT #:	- - - - -				
DISTRIBUTION & \$\$	- - - - -				
COMMENTS:					
				Totals: \$	33,582.93

COG USE ONLY

Pricing method:

Verbal / Phone

Email/Mail/Fax

Dept / Requestor / Date

Purchasing / Date

12-020

Bid / RFP #

E-Verify Affidavit

Department Mgr / Date

Finance Director / Date

Vendor emailed copy?

Vendor Notified

Invoice apprvd/attchd?

PMT Approval

City Manager / Date

BOARD / Date

Inv Attached

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.



FEI-DIXIE PLUMBING #1462
187 POPLAR STREET
MACON, GA 31201-0000

Deliver To: brad.proctor@ferguson.com
From: Brad Proctor
Comments:

10:05:48 FEB 10 2015

FEI-DIXIE PLUMBING #1462

Price Quotation

Page # 1

Phone : 478-746-4885

Fax : 478-743-3450

Bid No.....: B316981

Bid Date.....: 01/22/15

Quoted By.: JP

Cust 770-229-6621

Terms.....: NET 10TH PROX

Customer: CITY OF GRIFFIN
DIRECTOR WATER/WASTEWATER DEPT
ACCOUNTING DEPARTMENT
PO BOX T
GRIFFIN, GA 30224

Ship To: CITY OF GRIFFIN
ATTN: WATER DEPT.
700 BECK STREET
GRIFFIN, GA 30224

Cust PO#....: METER TEST BENCH

Job Name: WITHOUT AUTO STOPS

Item	Description	Quantity	Net Price	UM	Total
SP-F8STB-DR-RL	NO 8STB-RL DBL ROW	1	20789.490	EA	20789.49
SP-FECU-3-RL	ECU STD INDY RIGHT TO LEFT	1	2784.650	EA	2784.65
F100GF	100-GF CALIBRATED TANK	1	6284.280	EA	6284.28
F10GF	10-GF CALIBRATED TANK	1	3724.510	EA	3724.51

Net Total: \$33582.93

Tax: \$0.00

Freight: \$0.00

Total: \$33582.93

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



CITY OF GRIFFIN

SOLE BRAND*/SOLE SOURCE JUSTIFICATION

Request Type and Details

☐ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. If not available in GA or a 100 mile radius, it will be treated as a sole source purchase.

☒ **Sole Source** – The item(s) requested has necessary features and is available only from a single manufacturer or from a single dealer with exclusive distribution rights. Sole source justifications should be confirmed annually.

Provide a short description and identify the make and model of the item requested: Ford Test Meter Bench--
Test water meters when they are changed out. Mod.#-SP-F8STB-DR-RL-Test Bench---SP-FECU-3-RL--Electronic cut off.
F100GF--100-GF Calibrated Tank.---F10GF--10 GF Calibrated Tank

Identify the efforts made to locate other sources: Talked to Ford Meter Company who makes them. They told us who to was their distributor.

Vendor/Source Name/Address: Ferguson Waterworks--187 Poplar Street--Macon, Ga. 31201

Vendor/Source Contact: Brad Proctor

Phone: 478-746-4885

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name): The Ford Meter Test Bench---See above for model numbers.--Ferguson Waterworks.

Exclusive Capability: Provide a detailed description of proposed source's unique capabilities and/or performance of work and why this is the only source. The Test Bench can test 8 meters at a time. This will enable us to capture any water loss that might have happened because of a meter running slower than the AWWA Standards.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit.

Date of Request: 3-23-15

Requestor: Joseph Johnson

Department: Water / Wastewater

Dept Accting Code: 505-4440-53-1120

Phone: Ext.-493

Purchasing Use Only ↓

Date Processed:

Date Posted to GPR:

Bid #:

Outcome:

Sole Brand Guidelines

Sole brand items have unique performance features not found in other items but are available on the open market from multiple sources.

Sole Brand purchasing is an exception to the procurement policies. Such requests should not be made unless you are certain there is a valid requirement and adequate documentation to qualify for this exception. The brand name procurement request must clearly demonstrate that the acquisition of the brand name product is:

1. Unique and essential to the department's requirements, thereby precluding consideration of a product manufactured by another company, or
2. Required to match other similar product already in place and the use of an alternate product would cause the department to incur substantial additional costs, and you provide specific information regarding the equipment you are matching.

In order for a request to be considered for Sole Brand, the justification form must be completed and signed. This justification will remain on file for review by auditors.

Factors which do not apply to Sole Brand:

1. Personal preference for the product or vendor.
2. Lack of advance planning.
3. Concerns related to the amount of funds (spending before they expire).
4. Explanation for the actual need and basic use of the item, unless the information relates to the request for unique factors.
5. The statement "No Substitution" will not be considered without completion of the justification.

Sole Source Guidelines

Sole source items have unique performance features not found in other items AND are only available from a single manufacturer or dealer with exclusive distribution rights.

Sole source purchasing is an exception to the procurement policies. Such requests should not be made unless you are certain there is a valid requirement and adequate documentation to qualify for this exception. The sole source procurement request must clearly demonstrate:

1. That there is only one source or only one supplier within the predetermined radius that can provide the goods or services in accordance with the requirements of the department.
2. The existence of limited rights in data patent rights, copyrights or secret processes make the supplies or services available from only one source. Note – the mere existence of such rights do not justify a sole source.
3. Addition of new work that was not within the scope of (or incidental to) the original contract scope of work, either as part of the base contract or as an option, is subject to sole source justification.
4. To match and 'intermember' is an acceptable justification of sole source when you provide specific information regarding the goods/equipment you are matching.

In order for a request to be considered for Sole Source, the justification form must be completed and signed. This justification will remain on file for review by auditors.

Factors which do not apply to Sole Source:

1. Personal preference for the product or vendor.
2. Lack of advance planning.
3. Concerns related to the amount of funds (spending before they expire).
4. Explanation for the actual need and basic use of the item, unless the information relates to the request for unique factors.
5. The statement "No Substitution" will not be considered without completion of the justification.

CITY OF GRIFFIN

REQUEST FOR MODIFICATION OF BUDGET APPROPRIATIONS

FUND NUMBER:
FUND NAME:

505
Water & Wastewater Fund

Effect of Budget Modification:
Revenue:
Expense:

-
-

ACCOUNT NAME:	ACCOUNT NUMBER:	AMOUNT BUDGETED:	AMOUNT AVAILABLE:	REQUESTED AMOUNT:
Operating Supplies	505-4440-53-1120	1,311,670.00	505,923.02	(33,590.00)
Capital Equipment	505-4440-54-2500	8,000.00	20.55	33,590.00
Capital Outlay Distributed	505-4440-54-9999			(33,590.00)

EXPLANATION FOR BUDGET MODIFICATION REQUEST:

Requesting a Budget Amendment from Operating Supplies to Capital Equipment to allow for the purchase of a Meter Test Bench. The test bench was required as part of the audit of the Water System and was not a budgeted item. Funds are available in Operating Supplies to cover the cost. The effect of this amendment is neutral upon the budget at the cash flow level.

Department Manager:  Date: 04/06/15

Finance Director: _____ Date: _____

City Manager: _____ Date: _____