



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Director

REQUEST FOR E-QUOTE NUMBER:

16CT101654A

PROJECT TITLE: Provides Quality Check Samples (Drinking Water and Wastewater Testing)

DEPARTMENT: PUBLIC WORKS

DUE DATE: March 07, 2016

WILL BE RECEIVED UNTIL: 2:00 P.M.

LAST DAY FOR QUESTIONS: March 01, 2016

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERSON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER THE ABOVE MENTION DATE AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:
Carolyn Towns

E-MAIL ADDRESS:
carolyn.towns@fultoncountyga.gov

FAX NUMBER:
(404) 893 1727

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in the bid id Code Section 102-373, Competitive Sealed Bidding.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
4. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
5. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
6. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
7. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
8. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
9. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
10. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
11. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
12. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against

any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.

13. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
14. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
15. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
16. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received by Accounts Payable.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

17. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.

18. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
19. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
20. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
21. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
22. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.
23. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS

Provides Quality Check Samples (Drinking Water and Wastewater Testing) Department of Public Works

1. DESCRIPTION

The Fulton County Department of Purchasing is soliciting e-quotes from qualified vendors to provide quality check samples for drinking water testing and wastewater testing for the Department of Public Works.

2. CONTACT PERSON

Please contact Carolyn Towns Procurement Officer by e-mail carolyn.towns@fultoncountyga.gov or Fax (404) 893 1727 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

The term of agreement is for 12 months from issuance of purchase order.

4. PRODUCT/SERVICE SPECIFICATIONS

The successful vendor shall provide quality check samples for drinking water testing and wastewater testing.

Scope of Work:

The scope of service is to supply United States Environmental Protection Agency (USEPA) approved samples for use in a Discharge Monitoring Reporting Quality Assurance / Quality Control (DMRQA-QC) program as well as a Water Pollution (WP) and Water Supply (WS) proficiency testing programs over a 12 month period.

5. PRICING SHEETS: proficiency testing kits (PT) and quality control kits (QC)

<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>Unit of issue</i>	<i>Unit price (\$)</i>
1	Wastewater: Demand Parameters: BOD5, CBOD, COD	8	PT KIT	\$_____
2	Wastewater: Minerals Parameters: Alkalinity as CaCO ₃ and Conductivity	8	PT KIT	\$_____
3	Wastewater: Simple Nutrients Parameters: Ammonia as N, Orthophosphate as P, Nitrate as N, Nitrite as N,	8	PT KIT	\$_____
4	Wastewater: Complex Nutrients	8	PT KIT	\$_____

	Parameters: Total Phosphorus, TKN			
5	Wastewater: Residue Parameters: Non-filterable residue(TSS)	8	PT KIT	\$ _____
6	Wastewater: Total Residue Chlorine Parameters: Total Residue Chlorine	8	PT KIT	\$ _____
7	Wastewater: Dissolved Oxygen Parameters: Dissolved Oxygen	8	PT KIT	\$ _____
8	Wastewater: E. COLI Parameters: Fecal Coliform	8	PT KIT	\$ _____
9	Wastewater: pH Parameters: pH	8	PT KIT	\$ _____
10	Drinking Water: pH Parameters: pH	3	PT KIT	\$ _____
11	Drinking Water: Turbidity Parameters: Turbidity	3	PT KIT	\$ _____
12	Drinking Water: Chlorine Parameters: Residual Chlorine	3	PT KIT	\$ _____
13	Drinking Water: Standard Plate Count Parameters: Heterotrophic SPC, Microbiological	3	PT KIT	\$ _____
14	Drinking Water: Microbiological QC (set of 10 samples) Parameters: Fecal Coli form Total Coli form	8	PT KIT	\$ _____
15	Drinking Water: Anions Parameters: Fluoride	3	PT KIT	\$ _____
16	Wastewater: Demand Parameters: BOD5, CBOD, COD	14	QC KIT	\$ _____
17	Wastewater: Minerals Parameters: Alkalinity as CaCO3 and Conductivity	14	QC KIT	\$ _____
18	Wastewater: Simple Nutrients Parameters: Ammonia as N, Orthophosphate as P, Nitrate as N, Nitrite as N	14	QC KIT	\$ _____
19	Wastewater: Complex Nutrients Parameters: Total Phosphorus, TKN	14	QC KIT	\$ _____
20	Wastewater: Residue Parameters: Non-filterable residue(TSS)	14	QC KIT	\$ _____
21	Wastewater: Total Residue	14	QC KIT	\$ _____

	Chlorine Parameters: Total Residue Chlorine			
22	Wastewater: Dissolved Oxygen Parameters: Dissolved Oxygen	10	QC KIT	\$_____
23	Wastewater: E. coli Parameters: Fecal coliform	8	QC KIT	\$_____
24	Wastewater: pH Parameters: pH	18	QC KIT	\$_____
25	Drinking Water: pH Parameters: pH	8	QC KIT	\$_____
26	Drinking Water: Turbidity Parameters: Turbidity	8	QC KIT	\$_____
27	Drinking Water: Chlorine Parameters: Residual Chlorine	8	QC KIT	\$_____
28	Drinking Water: Standard Plate Count Parameters: Heterotrophic SPC, Microbiological	6	QC KIT	\$_____
29	Drinking Water: Microbiological QC KIT(set of 4 sample) Parameters: Fecal Coli form Total Coli form	10	QC KIT	\$_____
30	Drinking Water: Anions Parameters: Fluoride	6	QC KIT	\$_____

NOTE: Quantity per year listed for both Water and Wastewater includes quarterly QC samples, two PT studies, replacement samples (if requested for repeating), and training samples for new personnel.

6. SPECIAL CONDITIONS/INSTRUCTIONS

The supplier of this service:

- a. Is an approved USEPA supplier of samples for the DMRQA-QC, WP and WS programs
- b. Is able to provide buffer bottles for the WS program free of charge
- c. Is able to supply duplicate samples for DMRQA-QC and WP programs free of charge.
- d. Is able to provide quality control samples quarterly with certificate of analysis.
- e. Will provide proof of status as a USEPA provider.
- f. Will provide technical help via phone or email during business working hours.

Monday-Friday 8:00a.m-5:00p.m. Eastern Standard Time.

- g. Has the capabilities to send samples overnight for emergency situations
- h. Will provide for discounts for bulk purchases or signing a yearly contract.
- i. Will adhere to all applicable USEPA and Department of Transportation regulations.
- j. Is able to supply samples as proficiency testing kits (PT) and quality control kits (QC).

Bidders must respond fully to this request by providing individual bid unit price as outlined in Section 5, Pricing Sheet.

Bidder shall provide a bid price on the exact items listed in in Section 5, Pricing Sheet.

Bidder not compliant in providing the exact items listed or the requested information shall be deemed as a Non-Responsive Bid.

Samples will be delivered to:
Big Creek Water Reclamation Plant
1030 Marietta Hwy, NW
Roswell, Georgia 30075