# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Director

FULTON COUNTY

## REQUEST FOR E-QUOTE NUMBER: 16RD104992B

## PROJECT TITLE: Gas Analysis & Monitoring Equipment – Fire Rescue Department

## DUE DATE: 11/9/2016

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

## LAST DAY FOR QUESTIONS: 11/8/2016

**BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON 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 10/28/2016 AT 2:00 P.M.**

**E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorselfservice.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.**

**EFFECTIVE JULY 1, 2013, STATE LAW REQUIRES THAT ALL CONTRACTS FOR THE PHYSICAL PERFORMANCE OF SERVICES FOR ALL LABOR OR SERVICE CONTRACT(S) THAT EXCEED $2,499.99 (EXCEPT FOR SERVICES PERFORMED BY AN INDIVIDUAL WHO IS LICENSED PURSUANT TO TITLE 26, TITLE 43, OR THE STATE BAR OF GEORGIA) MUST COMPLY WITH THE ILLEGALL IMMIGRATION REFORM AND ENFORCEMENT ACT. THE COUNTY CANNOT ENTER INTO A CONTRACT FOR THE PHYSICAL PERFORMANCE OF SERVICES THAT EXCEEDS $2,499.99, UNLESS THE CONTRACTOR HAS REGISTERED WITH, IS AUTHORIZED TO USE AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM COMMONLY KNOWN AS E-VERIFY. BEFORE A BID FOR ANY SUCH SERVICES IS CONSIDERED BY THE COUNTY, THE BID SHALL INCLUDE A SIGNED, NOTARIZED AFFIDAVIT FORM THE CONTRACTOR ATTESTING THE AFFIANT HAS REGISTERED WITH, IS AUTHORIZED TO USE, AND USES THE FEDERAL WORK AUTHORIZATION PROGRAM.**

| CONTACT NAME: | E-MAIL ADDRESS: | FAX NUMBER: |
|---|---|---|
| Rodney E. Dority | rodney.dority@fultoncountyga.gov | (404) 893-1734 |

**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 this bid is 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. **STATE OF GEORGIA IMMIGRATION REQUIREMENT.** Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The County cannot enter into a contract for the physical performance of services unless the contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify.

   Before a bid for any such services is considered by the County, the bid shall include a signed, notarized affidavit from the contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.

5. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.

6. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

15. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

16. **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.

17. **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 in the office specified on the purchase order.

18. **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

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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

***Gas Analysis & Monitoring Equipment***
***Fire Rescue Department***

## 1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide Gas Analysis & Monitoring Equipment for the Fire Rescue Department.

## 2. CONTACT PERSON

Please contact Rodney E. Dority, Procurement Officer by e-mail rodney.dority@fultoncountyga.gov or Fax (404) 893-1734 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

***Analysis and monitoring of equipment for a 12 month period to begin at the award of bid.***

## 4. PRODUCT/SERVICE SPECIFICATIONS

*Gas Analysis & Monitoring Equipment*

## 5. PRICING SHEETS

| PARTS FOR QRAE GAS MONITOR | | |
|---|---|---|
| **Part** | **Part Number** | **Cost ($)** |
| 1. CO Sensor | 008-1112 | |
| 2. H2S Sensor | 008-1111 | |
| 3. O2 Sensor | 008-1161 | |
| 4. LEL Sensor | 008-1171 | |
| 5. Cal Gas | 600-0050-001 | |
| 6. Cal Gas | 600-0002-000 | |

| PARTS FOR DRAGER KITS | | |
|---|---|---|
| **Kit** | **Tubes** | **Cost** |
| 7. Haz-Mat Kit | Trichloroethylene 50... 500 PPM | |
| 8. | Nitrous Fumes 0, 5... 10 PPM | |
| 9. | Toluene 5... 300 PPM | |
| 10. | Toluene 100... 1800 PPM | |
| 11. | Acetone 100... 12,000 PPM | |
| 12. | Carbon Dioxide 0, 1... 6 % Vol | |

| | | |
|---|---|---|
| 13. | Hydrocyanic Acid 2... 30 PPM | |
| 14. | Hydrocarbons | |
| 15. | Alcohol 100... 3000 PPM | |
| 16. | Acid Test | |
| 17. | Ammonia 0, 25... 3 PPM | |
| 18. | Ammonia 0, 5... 10 % Vol | |
| 19. | Perchlorethylene 2... 300 PPM | |
| 20. | Ethyl Acetate 200... 3000 PPM | |
| 21. | Polytest | |
| 22. | Chlorine 0, 2... 3 PPM | |
| 23. | Chlorine 0, 3... 5 PPM | |
| 24 | Fluorine 0, 1... 2 PPM | |
| 25. | Xylene 10... 400 PPM | |
| 26. | Benezene 15... 420 PPM | |
| 27. | Carbon Dioxide 5... 60 % Vol | |
| **Kit** | **Chips** | **Cost** |
| 28. Kit | Chlorine 0, 2... 10 PPM | |
| 29. | Nitrous Fumes 0, 5... 15 PPM | |
| 30. | Hydrochloric Acid 1... 25 PPM | |
| 31. | Perchloroethylene 5... 150 PPM | |
| 32. | Carbon Dioxide 1000... 25000 PPM | |
| 33. | Ammonia 10... 150 PPM | |
| 34. | Sulphur Dioxide 0, 4... 10 PPM | |
| 35. | Carbon Monoxide 5... 150 PPM | |
| 36. | Hydrogen Sulfide 2... 50 PPM | |
| **Kit** | **Test Set** | **Cost** |
| 37. CDS Kit | CDS Simultaneous Test Set I | |
| 38. | CDS Simultaneous Test Set V | |
| **Kit** | **Test Set** | **Cost** |
| 39. Haz-Mat | Simultantest Set I | |
| 40. Simultest | Simultantest Set II | |
| 41. | Simultantest Set III | |

## SPECIAL CONDITIONS/INSTRUCTIONS

Bidder acknowledges that it has read, understands, and agrees to comply with the above statements and that the signature below is that of an individual authorized to sign contracts on behalf of the bidding company.

Company:_____Signature:_____

Name:_____Title_____

## 6. INSURANCE & RISK MANAGEMENT PROVISIONS

**STATE OF GEORGIA**

**COUNTY OF FULTON**

## FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[1] under a contract with _____
**[insert name of prime contractor]**
_____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[2] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2016.

Notary Public: _____

County: _____

Commission Expires: _____

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1O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed $2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

2*[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].

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM 2: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services[3] under a contract with_____
**[insert name of prime contractor]**
behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2016.

Notary Public: _____

County: _____

Commission Expires: _____

3O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed $2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

4*[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].