

**CITY OF ATLANTA SPECIFICATION FOR LABORATORY SUPPLIES,  
EQUIPMENT, PARTS AND CHEMICALS FOR THE DEPARTMENT OF  
WATERSHED MANAGEMENT**

**1. SCOPE AND CLASSIFICATION**

1.1 Scope - This specification describes laboratory supplies, equipment, parts and chemicals for use in the Department of Watershed Management.

1.2 Classification – The material(s) must be classified as follows:

- |       |     |   |   |
|-------|-----|---|---|
| GROUP | I   | - | GENERAL CHEMICALS, SUPPLIES,<br>PARTS AND EQUIPMENT             |
| GROUP | II  | - | CATALOG DISCOUNT FOR CHEMICAL,<br>SUPPLIES, PARTS AND EQUIPMENT |
| GROUP | III | - | MAINTENANCE AGREEMENT   |

**2. NOTES**

IMPORTANT: INSTRUCTIONS TO ALL BIDDERS:

The City may consider valid only those bids, which comply with these instructions:

2.1 In the numbered specific requirement section, all bidders must insert "Compliance" or "Exception" in each space provided.

2.2 Bidder "exceptions", further clarification, or notes must be detailed in these spaces or on an additional sheet referencing the numbered specification paragraph.

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2.3 Report of Purchases - An itemized (monthly) report of all purchases made during the first nine (9) months of this contract is required to be submitted to the Chief Procurement Officer during the tenth (10th) month of this

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contract. Failure to submit "Report of Usage" may result in forfeiture of future contracts with the City of Atlanta.

- 2.4 The equipment to be furnished must be currently on production and must be manufacturer's standard model complete with all standard equipment. When cost effective and consistent with operational needs of the department, all energy consuming equipment purchased will be energy efficient, defined as meeting either Energy Star specification of criteria that puts products in the upper 25% of energy efficiency, as well as meeting quality, performance, and durability requirements.
- 2.5 All bidders must submit two (2) sets of descriptive literature (if applicable) plainly marked with:
  - A - Company Name
  - B - Group to which literature pertains for each item and components bid.
- 2.6 This Invitation to Bid covers parts and service for one (1) year after delivery date. Bidder must submit price information for parts and service indicating schedule or rate of discount, which must apply to the City of Atlanta.
- 2.7 Bidder (where applicable) must be able to supply ninety percent (90%) of parts required to maintain this equipment within 24 hours and have access to the remaining ten percent (10%) of parts within 72 hours.
- 2.8 Bidders will supply original manufacturer part crossover numbers for parts, which are not manufactured by the equipment manufacturer after the award of bid but prior to the delivery of equipment.
- 2.9 Successful bidder (where applicable) must provide a minimum of four (4) hours instruction in the proper and safe use of the equipment.
- 2.10 Successful bidder must provide parts, service, and operating manuals for each unit provided.
- 2.11 Reserved.
- 2.12 Without expressed or implied obligation on the part of the City of Atlanta to perform, the bidder may submit on a separate sheet an option to the City for a multi-year purchase concept covering three (3) years' service and parts for equipment covered by this bid. State provisions of the multi-year purchase option including terms, price, and expiration date.

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- 2.12.1 The Code of Ordinance of the City of Atlanta specifically prohibits obligating the City for future budget years.
- 2.12.2 In the event options are exercised to purchase units in subsequent years, the provisions as related to parts and services will apply as indicated above.
- 2.13 The City of Atlanta reserves the right to increase or decrease quantities shown without penalty.
- 2.14 Quantities - None of the various agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract. Nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
- 2.15 Any quantities remaining undelivered may be automatically canceled at expiration of contract or purchase order.
- 2.16 The City prefers to make a single award for all of the items listed. Separate awards may be made by group or by line item, if it appears to be in the best interest of the City to do so.
- 2.17 Default - The contract may be canceled or annulled by the Chief Procurement Officer in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next lowest bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or his/her surety) must be liable to the City for costs to the City in excess of the defaulted contract prices provided that the vendor must continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the Chief Procurement Officer, must constitute contract default.
- 2.18 Escalation/De-Escalation Clause - Preference must be given to the bidder submitting the lowest and best firm price as their bid. Should it be found that due to unusual market conditions it is to the best interest of the City of Atlanta to accept a price with an escalation/de-escalation clause, the following must apply:
  - 2.18.1 The contract price must be frozen for a specified period. This period must be shown on your bid.
  - 2.18.2 Cost data to support any proposed increase must be submitted to the Chief Procurement Officer of the Department of Procurement

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not less than 30 days prior to the effective date of any such requested price increase.

- 2.18.3 Any adjustment allowed must consist only of bona fide cost increases resulting from such situations as unforeseen raw material cost increase which may be passed on to the consumer.
  - 2.18.4 No adjustment must be made to compensate a supplier for inefficiency in operation, or for additional profit.
  - 2.18.5 In the event that market media indicators show that the prices for those materials, goods, or services have overall decreased but the vendor has failed to pass the price decrease onto the City, the City reserves the right to place the vendor in default for cause, cancel the awarded contract, remove the vendor from the City of Atlanta Bidders List for a period deemed suitable to the City, and recuperate any damages from the vendor.
- 2.19 Evaluation Criteria - Listed below are the criteria used to evaluate bids for the City of Atlanta. These criteria will carry as much weight as Low Bid so that the City of Atlanta, in evaluating bids will be able to determine the “Lowest Complete and Satisfactory Bidder” which will be in the best interest of the City. The criteria are as follows:
- a. Conformance to Specification
  - b. Low Bid
  - c. Price
  - d. Training - (Amount of Hours and Level Offered)
  - e. Parts Availability - (Local Source)
  - f. Capability - of unit (s) offered to perform the tasks of the User Department(s). Field Demonstrations may be requested to insure that the equipment meets User and Engineering Specifications.
  - g. Financial Capability
  - h. Discount Offered
  - i. Freight Charges
  - j. Delivery Time
  - k. Warranty
  - l. Vendor Past Performance
  - m. Vendor Availability to Perform
  - n. Vendor Reference - Vendor must submit three (3) references from individuals, entity, or corporation for which a similar project was successfully completed within time and budget. Also to be of consideration in the evaluation of bid is the vendor’s past performance of this contract/supply bid. **Please see final page of this specification for Vendor Reference form.**

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- 2.20 Will your company accept a portion of this contract? Please check in the appropriate space. \_\_\_\_\_ yes \_\_\_\_\_ no
- 2.21 Reserved.
- 2.22 Brand Name or Trade Name Instructions - If items in this Invitation to Bid have been identified, described, or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the City of Atlanta to meet its needs in all respects.
- 2.22.1 All bidders, including bidders whose products may be referenced, must clearly indicate manufacturer/trade name and identifying number in space provided within Pricing Sheet of this Invitation to Bid.
- 2.22.2 If the bidder proposes to furnish another product, such products must be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered must be the responsibility of the City and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These must be supplied within seven days, if required.
- 2.22.3 The purchase of any item by the City as a result of this Invitation to Bid is not a judgment of one product against another. Consideration of application, need, and price will constitute purchase determination.
- 2.23 Alternate Bid – Bidders, who have other items they wish to offer in lieu of or in addition to that required by this Contract, should submit a separate Bid marked "ALTERNATE BID FOR BID NO. **10502-ES**. Alternate Bids will automatically be deemed non-responsive and will not be considered for award of the subject Contract. Such bids however, may be examined prior to award the subject Contract and may result in either cancellation of all bids to permit rewriting of the Specifications to include the alternate item in a rebid or the alternate item may be considered for future requirements.
- 2.24 Records - A careful and accurate account of labor, including the name(s) or identification of mechanic(s), helper(s), etc. and the hours of work applied to each job, listing of actual parts used in the performance of each job, and

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description of the City equipment as well as parts only purchased under this contract is to be maintained by the vendor for a period of not less than one year. Such account or record may be subject to audit by an authorized City official.

- 2.25 Invoices - Invoices must be itemized to show hours of labor, parts, and materials, accessories with unit price and extension, including the applicable purchase order number.
- 2.26 Audit - The vendor must maintain all books, documents, papers and records pertaining to this contract and to make such books and records available for inspection and auditing, upon reasonable notice by the City. As a result of any such audits, overcharges will be adjusted and compensation made by the vendor as applicable under this contract. Such books and records must be maintained and made available for inspection and auditing for the duration of this contract and for a period of not less than three (3) years after the expiration date of contract.

3. **REQUIREMENTS**

Please state “Compliance” or “Exception” pursuant the instructions contained in paragraph **NOTES** 2.1 and 2.2 of the ITB. Check marks, dittos, or any other markings may not be accepted and your bid could be rejected.

- 3.1 For the purpose of this bid, “Parts” must be defined as components of a unit to be provided by the vendor to the City. “Service” must be defined as the furnishing of labor time or effort by a vendor, to repair or rebuild (where applicable), a part, component, or (where applicable), the unit/item as a whole.
- 3.2 If you quote, please sign each “Bid Sheet” In blue Ink. DO NOT ‘white out’ entries or your bid may be deemed non-responsive. Put the name of your company on each of the bid sheets or your bid may be deemed non-responsive.

_____	_____
Compliance	Exception

- 3.3 Please note failure to complete all required forms in detail will result in a non-responsive bid and ineligible for award.

_____	_____
Compliance	Exception

**FIRM NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

3.4 Vendor must complete the Contractor Disclosure and Declaration Form (Form 2) in its entirety. If you answer “YES” to any question, please provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

\_\_\_\_\_ Compliance \_\_\_\_\_ Exception

3.5 **Please note failure to complete the Contractor Disclosure and Declaration Form in detail will result in a non-responsive bid and ineligible for award.**

\_\_\_\_\_ Compliance \_\_\_\_\_ Exception

3.6 Submit the original and one (1) copy of the bid and required attachments.

\_\_\_\_\_ Compliance \_\_\_\_\_ Exception

3.7 Vendor must provide like and similar goods or services at the same price quoted in this ITB for the duration of the contract. The provision of like and similar goods will only be permitted if contracted items are discontinued or out of stock. The City of Atlanta will not absorb any increases for like and similar items.

\_\_\_\_\_ Compliance \_\_\_\_\_ Exception

3.8 **Vendor must bid on each line item in a group in order for your bid to be considered.**

\_\_\_\_\_ Compliance \_\_\_\_\_ Exception

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3.9 GROUP I - GENERAL CHEMICALS, SUPPLIES, PARTS AND EQUIPMENT

For the purpose of the contract the term “laboratory equipment” refers to all the supplies, parts, equipment and chemicals listed on the pricing sheet under the heading

3.9.1 The supplies, parts, equipment and chemicals are known to be the bulk of the items used by the various divisions. The vendor must supply only.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

3.10 GROUP II- CATALOG DISCOUNT FOR CHEMICALS, SUPPLIES, PARTS AND EQUIPMENT

3.10.1 Vendors are required to state their best discount offered to the City of Atlanta for each of the heading listed under Group II of the pricing sheet.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

3.10.2 Failure to indicate the discount may disqualify your bid from an award on this group.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

3.11 GROUP III- MAINTENANCE AGREEMENT

3.11.1 The vendor shall be able to perform maintenance on all online and benchtop equipment throughout the City of Atlanta.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

3.11.2 The vendor must bid an annual cost for a maintenance agreement on the existing and any purchased online, and bench top equipment throughout the City of Atlanta, as reflected in Group II on Pricing Sheet, to include parts and labor.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

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3.11.3 The vendor must be “state” certified to perform maintenance on all bench top and online equipment.

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

3.11.4 Benchtop equipment, online chlorine analyzers, and turbidimeters must be calibrated quarterly in accordance to EPA regulations. Also, the repair and replace of the Benchtop equipment, online chlorine analyzers and turbidimeters must be in accordance to EPA regulations. **(For example, according to EPA Method 334, online chlorine analyzers must be repaired within 5 Days.)**

\_\_\_\_\_  
Compliance

\_\_\_\_\_  
Exception

#### 4. **APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS**

4.1 The following document(s), standard(s) or specifications must apply:

Standards of the State of Georgia Water Quality Laboratories and /or the Environmental Protection Agency Water Quality Laboratories.

4.2 Material(s), goods, or service(s) covered by this Invitation to Bid shall comply with all Federal Occupational Safety and Health Acts, FAA Standards, and Georgia Occupational Safety and Health Act requirements, where applicable and in effect at time of delivery.

#### 5. **QUALITY ASSURANCE PROVISIONS**

5.1 Test and Inspection - It must be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process his/her own facility or any recognized independent laboratory acceptable to the City of Atlanta. The City of Atlanta reserves the right to perform any of the tests and inspection requirements where such tests and inspections are needed to further determine compliance with this specification. If such testing is needed, vendor shall pay for all testing costs.

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**SIGNATURE** \_\_\_\_\_

- 5.2 Certification – Material covered by this specification must be manufacturer original parts or approved by the manufacturer for use in the specified systems. Certification to this standard must be provided with the parts and/or service. It must be the vendor's responsibility to submit, in lieu of the certification, a Compliance Certificate. Full acceptance of the materials must be subject upon findings of suitability as determined under Section 5.1.
- 5.3 Sampling - It must be the vendor's responsibility to submit a random sample testing in accordance with this specification. Material furnished must be identical to the sample submitted for performance test and must comply with the requirements set forth herein. If the material does not comply with the requirements of this specification, or is not identical to the original sample submitted, the vendor must be required to replace all such materials at their own expense. This includes all handling charges and transportation, with the material that does so comply.
- 5.4 Quality and Quantity Control - A system of test and inspection must be used to insure receipt of the quality and quantity of items supplied. Goods will be promptly unpacked and inspected; any discrepancies from purchase order or supplier invoice will be reported immediately to the Chief Procurement Officer of the Department of Procurement.
- 5.5 Plant and Facility Inspections - The Department of Procurement may require the vendor to make their plant and facilities available for inspection, or may require additional information concerning the vendor's ability to comply with the requirements of this specification, or its ability to perform in accordance with delivery requirements and within budget. In addition to the above, vendor may be required to produce shop orders and backlog orders documentation. Failure to comply with this requirement may cause rejection of the bid package.
- 5.6 Protection - The vendor must assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless the City of Atlanta and its duly authorized agents from suits of law or actions of any nature for or on account of the use of any patented materials, equipment devices or processes.
- 5.7 Travel Expense - The City of Atlanta may require one or more visits to the vendor's plant to assure compliance with the City requirement. The cost of such visits must be absorbed by the supplier after the purchase order has been assigned. Reimbursement by vendor must occur no later than 30 days after invoice.

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6. **PREPARATION FOR DELIVERY**

- 6.1 Packing - Packing must be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor must make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation and routing. It must be the vendor's responsibility to determine that packing is adequate to assure that all materials must arrive at destination in an undamaged condition ready for intended use.
- 6.2 Marking - All packages must be identified with the City of Atlanta purchase order number and the Using Bureau. Sealed packing lists must be affixed to all cartons showing its content.
- 6.3 Shipping - The vendor must follow shipping instructions as stated on the content, purchase order, or contract.
- 6.4 Delivery Schedule and Liability - It must be the vendor's responsibility to maintain the delivery schedule set forth in the vendor's bid. The City must be notified of any change in writing at least ten (10) days prior to the scheduled delivery date. Notice of a delay in shipping, however, must not relieve the vendor from late delivery penalties as outlined below. The vendor is urged to realistically and accurately state its proposed delivery schedule for the items included in the Invitation to Bid Pricing Sheet.

The City may accept partial shipments of goods provided that: (1) the vendor first receives permission in writing from the City to provide a partial shipment and (2) the quantity of goods shipped is greater than fifty percent (50%) of the total purchase order or contract quantity.

The vendor must not, for any reason, delay delivery of items that the City has deemed are necessary to the upkeep of the City. The City of Atlanta reserves the right to require payment of a Late Delivery Penalty by a delinquent vendor. Late delivery penalties will be assessed in the amount of one percent (1%) for each day of delay, up to a maximum of five percent (5%) of the total purchase order or contract amount. The penalty period must commence following a five (5) day grace period from the scheduled delivery date.

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If the late delivery penalty payment has not been received by the City by the close of the grace period, all remaining sums under this Agreement must be immediately due and payable (including the five (5) percent late penalty). In addition, the vendor must pay all collection costs incurred by the City, including reasonable attorney's fees, if payment in full has not been received by the City by the close of the grace period.

7. **WARRANTY**

It must be the vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the material(s) supplied.

8. **GUARANTEE**

The material must be guaranteed to be free from defects of construction, conception, and workmanship for a period of at least twelve (12) months from date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.

9. **COVER SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.**

10. **A COMPLETE CONTRACT EMPLOYMENT REPORT OR CURRENT LETTER OF CERTIFICATION FROM THE CITY OF ATLANTA MUST ACCOMPANY EACH BID. FAILURE TO COMPLY WILL RENDER BID INVALID.**

11. **IF YOU QUOTE, PLEASE SIGN EACH "BID SHEET" IN BLUE INK. DO NOT 'WHITE OUT' ENTRIES OR YOUR BID MAY BE DEEMED NON-RESPONSIVE. PUT THE NAME OF YOUR COMPANY ON EACH OF THE BID SHEETS OR YOUR BID MAY BE DEEMED NON-RESPONSIVE.**

12. **SUBMIT THE ORIGINAL AND ONE (1) COPY OF THE BID ALONG WITH THE REQUIRED ATTACHMENTS.**

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

## VENDOR REFERENCES

PROJECT TYPE: **Chemicals** ITB/FC NO.: **10502-ES** BUYER/CO: **Errika Stewart**  
PROJECT NAME: **Laboratory Chemicals**

Department of Procurement Employees cannot be listed as a Vendor Reference.

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1. \_\_\_\_\_  
Company Name Contact Person

\_\_\_\_\_

Address City/State/Zip

\_\_\_\_\_

Phone Number County

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Company Name Contact Person

\_\_\_\_\_

Address City/State/Zip

\_\_\_\_\_

Phone Number County

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Company Name Contact Person

\_\_\_\_\_

Address City/State/Zip

\_\_\_\_\_

Phone Number County

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

**FIRM NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_