



Department of Purchasing and Contracting
NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Watershed Management

Department Contact Person: Garry Kinnemore

Telephone: 678-614-4441

Email: kinnemor@bellsouth.net

Requisition Number: _____ Suggested Supplier: McNaughton-McKay

Estimated Amount of Purchase: \$ 250,000.00

Detailed Description of the Goods or Services to be purchased: Rockwell Automation parts and services through its distributor McNaughton-McKay

Emergency (For Emergency Requests, Please check this box and answer all questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

The Scott Candler Plant is designed with a Rockwell Automation/Allen Bradley communications backbone utilizing ControlNet and DeviceNet. McNaughton-McKay is the exclusive provider of their parts and services for North Georgia.

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

Yes, most of our automated controls are controlled by ControlLogix PLC's. This request will include using funds to secure peripheral equipment, control devices and any electrical parts needed to insure continuous service at the Scott Candler Water Treatment Plant

3. Explain the impact to the County or Public if this request is not approved.

Scott Candler will be greatly hindered in its ability to deliver safe drinking water to the distribution. This may lead to public safety crisis and a loss of public confidence

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) Reginald Wells Signature: Reginald Wells Date: 08/15/21

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) Kyheem Bristol Signature: Kyheem Bristol Date: 12/4/2019

Procurement Manager (Typed/Printed Name) Crystal Crahan Signature: Crystal Crahan Date: 12/6/19

Approved Not Approved

Signature: C. Forner Director, Department of Purchasing and Contracting Date: 12/6/19

Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: Rockwell Automation parts and services.

Demonstration of Contractor’s Unique Qualifications: McNaughton-McKay is the appointed Allen-Bradley distributor authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI and Rockwell Software products in Atlanta, GA.

Section B – To Be Completed by the Department of Purchasing and Contracting

Market Survey Results

Date Public Notice posted on website: September 19, 2019

Date Public Notice closed: September 23, 2019

Review of Offers

Were any offers received (Yes/No): No

Number of offers received: 0

Responders: 0

I recommend approval for this Sole Source based on the usage of Rockwell Automation software which runs the Scott Candler computerized control system. Rockwell Automation software runs the Scott Candler’s Plant computerized and control system. McNaughton-McKay is the exclusive distributor of Rockwell Automation/Allen-Bradley software products and services. Terms and conditions have been approved by Law.

2018: \$250,000.00	2013: \$132,303.49	2008: \$96,592.61
2017: \$78,951.30	2012: \$170,224.00	2007: \$107,788.01
2016: \$167,932.84	2011: \$81,761.18	2006: \$128,211.51
2015: \$100,861.51	2010: \$78,129.51	2005: \$93,525.47
2014: \$253,049.50	2009: \$77,920.48	2004: \$45,194.08

Total Expenditure with McNaughton-McKay since 2004 is: \$1,861,815.49.

	
Agent Signature	Date
	
Procurement Manager Signature	Date

October 28, 2019

Dekalb County
1300 Commerce Drive
Decatur, GA 30030

RE: McNaughton-McKay - Norcross, GA

Attn: Purchasing & Contracting

This is to confirm that McNaughton-McKay - Norcross, GA currently is the appointed Allen-Bradley distributor authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI and Rockwell Software products, along with related services, in the geographic area in which your City of Atlanta facilities are located.

As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another locale.

Should you have any further questions, please do not hesitate to contact either McNaughton-McKay - Norcross GA at 770-825-8600 or our local Rockwell Automation sales office at 770-754-8500.

Respectfully,



Brian Taylor
Account Manager

Phone: (248) 480-5191

Email: BTaylor1@ra.rockwell.com

Web: www.rockwellautomation.com

cc: McNaughton-McKay - Norcross, GA



McNAUGHTON-McKAY ELECTRIC COMPANY

GENERAL TERMS AND CONDITIONS OF SALE

PARTIES "Seller" shall mean McNaughton-McKay Electric Company (and its subsidiaries and affiliates) "Buyer" shall mean the entity or person submitting the purchase order to McNaughton-McKay Electric Company.

ACCEPTANCE. Buyer acknowledges and agrees that these General Terms and Conditions are incorporated in, and are a part of, this Agreement and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed verbally, in written form or electronic commerce such as by electronic data interchange (EDI), relating to the products and/or services to be provided by Seller pursuant to this Agreement (such documents are collectively referred to as the "Agreement"), and that Seller's acceptance of Buyer's offer to purchase is made conditional upon the incorporation of these General Terms and Conditions into the Agreement. If Buyer accepts the products and/or services which are the subject of the Agreement, Buyer shall be deemed to have accepted the Agreement including these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications or revisions of the Agreement (including these General Terms and Conditions) shall require the written consent of an authorized representative of Seller. All stenographic and clerical errors are subject to correction by Seller.

QUOTATION EXPIRATION. Written quotations are valid for a period of thirty (30) days unless otherwise noted by Seller. Seller shall have the right to withdraw any quote which has not been accepted by Buyer.

PRICING. Prices for products and other related information shown in any Seller or manufacturer product publication including, but not limited to catalogs, brochures and websites are subject to change without notice. Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, duty, customs, inspection or testing fees, or charge of any nature whatsoever imposed by any governmental authority unless otherwise noted by Seller.

DELIVERY. Shipment of products will be made F O B (a) Seller's facility, (b) Seller's supplier's facility when products are shipped directly from the manufacturer or (c) as otherwise indicated per Seller's quotation or order acknowledgment (Ex Works per INCOTERMS 2000 for international shipments) Seller will use commercially reasonable effort to ensure on time delivery. In no event shall Buyer be entitled to liquidated damages as a remedy for any delay in delivery by Seller. Title and risk of loss passes upon delivery to the delivery point per applicable shipping term. Buyer shall pay all insurance costs associated with delivery. Delay in shipment shall not relieve Buyer of its obligation to accept remaining shipments.

TAXES. Any use tax, sales tax, excise tax, duty, custom, value-added tax, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to price quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefor or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

EDI TRANSACTIONS. If Seller and Buyer have mutually agreed to use an EDI system to facilitate purchase and sale transactions, customer agrees that it will not contest (a) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby or (b) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form.

PAYMENT. Payment shall be net 30 days from the date of Seller's invoice without discount for early payment, unless otherwise noted by Seller. Late payments are subject to a service charge equal to 1 1/4 % per month (18% per annum) or the maximum amount permitted under law, if less, until paid. Buyer shall indemnify Seller for all costs of collection of past due amounts including attorney's fees and court costs. Seller reserves the right at any time to suspend credit, change credit terms or terminate the Agreement or any purchase order, when, in Seller's sole opinion, Buyer's financial conditions so warrants. Buyer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of the Agreement or any provision thereof. All NSF checks returned to Seller will be subject to a \$30 NSF fee. Seller may assign and/or sell any receivables or indebtedness owed by Buyer without notice.

SECURITY INTEREST. Seller retains a purchase money security interest ("PMSI") under the Uniform Commercial Code in the products sold until payment in full has been made. In the event of default by Buyer under the Agreement, Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer agrees to execute such financing statements and other documents as Seller may request in order to perfect Seller's security interest. Buyer agrees and hereby appoints Seller as its attorney-in-fact to do, at Seller's option, all acts and things Seller may deem desirable to perfect and continue to perfect the PMSI granted hereby, including Seller's authority to filing financing statements naming Buyer as debtor and Seller as secured party without Buyer's signature in those states where such filings are permitted, and to sign Buyer's name thereto where required.

CHANGES; SUSPENSION. Buyer may request changes to the Agreement. Seller shall promptly advise Buyer in writing of the reasonable effect on price and delivery date. Seller shall not be required to institute any Buyer-dictated change until the parties have agreed to an equitable adjustment to the price and/or delivery date. Buyer may, by written notice, request Seller to temporarily suspend performance or delivery hereunder; provided that Seller is reimbursed for additional costs incurred as a result thereof, including but not limited to storage, insurance, preservation, and other reasonable costs attributable to such suspension. Payment of the Agreement price shall become due when Buyer is notified that the products are ready for shipment and Buyer shall be responsible for all price increases instituted by Seller during the period of suspension. Seller shall be granted a reasonable extension of the delivery date to take account of the suspended performance. In the event that the duration of such suspension exceeds ninety (90) days, Seller may, at its option, declare Buyer to be in breach of the Agreement and shall have the right to assert any available remedy under the Agreement or otherwise available at law or in equity. Purchase orders for special, custom or non-stock items or wire cuts may not be cancelable and subject to 100% cancellation charges.

INSPECTION AND ACCEPTANCE. Buyer shall have three (3) business days from the date of delivery to inspect such products for defects and nonconformance and notify Seller, in writing, of any defects, nonconformance or rejection of such products (other than defects or nonconformities due to damage, shortage or errors in shipping which shall be reported as set forth below). Claims for shipping errors or shortages must be made in writing to Seller no more than three (3) business days after receipt of shipment. After such period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier.

RETURN OF PRODUCTS All returns will be pursuant to Seller's instructions. Buyer must contact Seller for a Return Material Authorization (RMA) prior to returning any product. All returns must reference the RMA number along with the original invoice number and the reason for return. Non-warranty returns of normal stock products that are unused and are in resalable condition will be subject to Seller's return policies in effect at the time, including applicable restocking and transportation charges and other conditions of return.

REMEDIES UPON TERMINATION. Upon termination, Buyer shall pay to Seller the following amounts without duplication: (i) the Agreement price for all finished work and completed services which conform to the requirements of the Agreement and not previously paid for; (ii) for products manufactured by others, Buyer shall pay all applicable restocking or cancellation charges including reimbursement for direct costs assessed by the manufacturer (special orders may result in payment of 100% of the Agreement price), (iii) for products manufactured by Seller, Buyer shall pay for reasonable costs including cost of work-in-progress and raw materials purchased by Seller based on Buyer's purchase order and up to 100% of the Agreement price for special order products.

LIMITED WARRANTY.

(a) The warranty obligations of Seller for products, parts, or services manufactured or provided by others and merely sold by Seller shall in all respects conform and be limited to the warranty extended by the manufacturer or service provider, if transferable. Buyer agrees that if products sold hereunder are resold by Buyer, Buyer will include in the agreement for resale provisions which limit recoveries in accordance with these General Terms and Conditions. In case of Buyer's failure to include in any such agreement for resale the terms providing for such limitations, Buyer shall indemnify and hold Seller harmless against any liability, loss, cost, damage, or expense (including reasonable attorney's fees) arising out of or resulting from such failure.

(b) Seller warrants that any products or part thereof manufactured or designed by Seller will be free from defects in material or workmanship for a period of one year from the date of installation if installed by Seller or one year from the date of delivery if not installed by Seller. Remedies under the foregoing warranty will be limited, at Seller's option, to the replacement, repair or modification of, or issuance of a credit for the purchase price of the products. All product shipping expenses and labor, travel, and per diem expenses for repair personnel travel, lodging and premium labor expenses shall be paid by Buyer. This warranty is of no effect if such products claimed to be defective or any part or component thereof shall have been improperly repaired, altered, installed or operated or subjected to misuse, negligence or accident.

(c) Any warranty claim must be addressed to Seller in writing setting forth sufficient detail to permit identification of the defect and be made no later than thirty (30) days after the expiration of the warranty period set forth above. No employee or agent of Seller is authorized to make any warranty other than that which is specifically set forth herein. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING ALL WARRANTIES OF FITNESS OR OF MERCHANTABILITY OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, and state Seller's entire and exclusive liability and Buyer's exclusive remedy for any claims in connection with the sale of services, products, their design, suitability for use or operations.

USE AND SAFETY OF PRODUCTS SELLER DOES NOT GUARANTEE THAT ANY PRODUCTS PURCHASED HEREUNDER MEET BUYER'S SPECIFICATIONS OR INTENDED USE. FAILURE TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL CODES FOR APPROVED INSTALLATION, USE, STORAGE AND REPAIR PROCEDURES AND PRECAUTIONS MAY RESULT IN PROPERTY DAMAGE, INJURY OR DEATH.

INDEMNIFICATION. Buyer represents and warrants that any specifications and information delivered to Seller hereunder do not violate, infringe or constitute a misappropriation of any intellectual property rights of any third party and that Buyer is not aware of any facts upon which such infringement could be based. Seller agrees to defend and indemnify Buyer, its employees, officers, directors, successors and assigns against any and all Losses to the extent arising only out of (i) the negligence or willful misconduct of Seller or (ii) as it relates to only products manufactured by Seller, infringement of any patent, copyright, trademark and other intellectual property right of any third party (except for infringement that results from Seller's compliance with Buyer's specifications or design, or from Buyer's combination of Seller's products with other products or services). NOTWITHSTANDING THE FOREGOING, SELLER PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) RELATIVE TO ANY THIRD-PARTY PRODUCTS OR SERVICES RESOLD BY SELLER.

DISCLAIMER AND LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER WILL NOT BE LIABLE FOR ANY FORM OF INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE). SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, WHETHER OR NOT INSURED, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WILL NOT EXCEED THE COST OF THE PRODUCT(S) GIVING RISE TO THE CLAIM OR LIABILITY. SELLER DISCLAIMS ALL LIABILITY RELATIVE TO GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT CONTRACTUALLY REQUIRED OF SELLER. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S EMPLOYEES, REPRESENTATIVES AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

FORCE MAJEURE. Seller shall not be liable for any loss or damage as a result of any delay in shipment, delivery or installation due to any cause beyond Seller's reasonable control, including without limitation, flood, hurricane, or other act of God, embargo or other governmental act or authority, regulation or request, fire, theft, accident, strike, slowdown, labor dispute, war, riot delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities, whether at Seller's operations or at the operations of a supplier or subSeller to Seller. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance.

EXPORT CONTROL. Products and associated materials supplied by Seller may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any products or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the products subject to such denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Seller's discretion.

MISCELLANEOUS. Any failure of Seller to insist upon strict performance of any term of this Agreement shall not be construed as a waiver of its right to strict performance thereafter. The Agreement shall be governed by the laws of the State of Michigan, USA, without regard to its conflicts of laws principles. The parties agree that the 1980 UN Convention on Contracts for the International Sale of Products will not apply. Seller and Buyer hereby agree that any legal proceeding with respect to the Agreement shall be brought only in a court of the State of Michigan or in a court of the United States sitting in Michigan, and both Seller and Buyer submit to and accept generally and unconditionally the personal jurisdiction of those courts. The Agreement sets forth the entire understanding and agreement between

the parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, understandings, representations or promises, whether oral or written, between the parties. Nothing herein shall be construed to limit or waive any rights of Seller under applicable Federal, state or local laws.



McNAUGHTON-McKAY
ELECTRIC COMPANY
 6685 Best Friend Road
 Norcross, GA 30071
 (770) 825-8600
 FAX (770) 825-8605

QUOTATION

DOCUMENT: Quote Order

CUST.#: 11026240

CUSTOMER FAX:



QUOTE #
20179743-00
PAGE #
1
QUOTED BY
lbr1
DATE ENTERED
12/06/19

BILL TO:

DEKALB CO DIROF FINANCE
 ATTN ACCOUNTS PAYABLE
 1300 COMMERCE DR
 DECATUR, GA 30030-3214

REFERENCE: BLANKET QUOTE

SHIP TO:

SCOTT CANDLER FILTER PLANT
 4830 WINTERS CHAPEL RD
 DORAVILLE, GA 30360-1731

BLANKET QUOTE

INSTRUCTIONS:		TERMS	
		Net30	
SHIP POINT	VIA	COD	SHIPPED
NORCROSS BRANCH	OUR TRUCK		

McNAUGHTON-McKAY IS PLEASED TO PRESENT THE FOLLOWING QUOTATION FOR YOUR REVIEW

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY QUOTED	EXPECTED SHIP DATE	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
1	MCMC ROCKWELL AUTOMATION PARTS AND SERVICES	1	12/31/19	each	250000.00	each	250000.00
1	Lines Total	Qty Shipped Total	1		Total		250000.00
					Invoice Total		250000.00

Thank you for the opportunity to quote on your requirements.

All quotations are valid for thirty days, except for pipe and wire, unless otherwise noted above. Quotations for pipe and wire are valid for 24 hours unless otherwise noted above.

Last Page

Date: 12/06/19 Time: 09:13 User: lbr1

The sale of products and services by Seller is subject to Seller's general terms and conditions of sale ("Seller's Terms") as attached to this document or as otherwise posted on Seller's website at <https://www.mc-mc.com/terms>. Seller objects to and rejects any terms or conditions that may appear on or be referenced in Customer's purchase order or other document that are in addition to or otherwise inconsistent with Seller's Terms. Customer's receipt or acceptance of delivery of any ordered item above will constitute its acceptance of Seller's Terms.