



Marketa H. Killingbeck
DeKalb County Government, 600 Watershed Management, 600 Watershed Management, marketa.killingbeck@dekalbcountyga.gov, c:US, Date: 2019 06 21 09 51 16 -0400

Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Watershed Management
 Department Contact Person: Colin J Decker Telephone: 770 808 2913
 Email: cjdecker@dekalbcountyga.gov

Requisition Number: _____ Suggested Supplier: Pump & Process Equipment
 Estimated Amount of Purchase: \$ 161,458.00
 Detailed Description of the Goods or Services to be purchased: _____

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):

This is an exact replacement of current ILS Fairbanks Morse 24" C rotary pump include Impeller and Castings, 17100GPM @73.3' TDH. We have an issue with #3 position pump at our ILS and have no replacement spare with us. When we send out for repair it will take very long lead time.

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, the Fairbanks pups and parts are a propitiatory manufacturing by Pentair and Pump & Process Equipment Inc. is the authorized distributor in Georgia.

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

The ILS pumps are the main source of pumping 36 MGD to 50 MGD inflow daily to the Snapfinger Plant. In the high flow situation we need to utilize all 4 pumps to manage the flow to avoid over spill in the surrounding manholes. Also it is the EPD/EPA regulation up on compliance.

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 Digitally signed by Reginald Wells Date: 2019 06 25 19 26 54 -0400 Date: 06/25/21

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

Procurement Agent (Typed/Printed Name) Angel Frasier Signature: [Signature] Date: 6/28/19

Procurement Manager (Typed/Printed Name) Chomer Signature: [Signature] Date: 7/1/19

Approved Not Approved

Signature: [Signature] Director, Department of Purchasing and Contracting Date: 7/01/2019

for TR Clark

(Additional information, attach pages if required):

The Snapfinger ILS uses 4 (four) Fairbanks pumps to pump the incoming sewage into the Snapfinger Plant for processing. These pumps are very large pumps they have quite a few moving parts and various seals. The pumps are fairly old and they are starting to show their age. Most of the repairs to these pumps require us hiring a contractor to remove the pump and take it to their shop for repair. The down time can be 2 (two) to 6 (six) months depending on the shop's work schedule and the time needed to obtain repair parts. Some of the parts have to be custom made and other parts as easier to obtain. Either way the loss of a pump can be detrimental to the Snapfinger plant and DeKalb citizens health. Purchasing an additional pump will give us the ability to avoid prolonged loss of treatment capacity or processing ability. The logic behind this purchase will help us greatly in the event we lose a pump we can remove the bad pump and drop our standby pump into the system and send the bad pump out to the repair shop allowing us to wait and not worry about losing treatment capacity for an extended period of time. When the pump returns from the shop we will store it and maintain it until we need to repeat the cycle.

Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: Replacement of Fairbanks Pump.

Demonstration of Contractor’s Unique Qualifications: Fairbanks pumps and parts are proprietary and manufactured by Pentair and Pump & Process Equipment Inc. is the authorized distributor in Georgia.

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

Market Survey Results

Date Public Notice posted on website: November 28, 2018

Date Public Notice closed: December 2, 2018

Review of Offers

Were any offers received (Yes/No): No

Number of offers received: 0

Responders: None

Purchasing Agent review and recommendation: For over 25 years Pump & Process Equipment has been the trusted source of the leading process treatment equipment, pumping systems and controls. As a leading manufacturer’s representative firm, countless engineers, municipalities and contractors have relied on the expertise of PPEI’s friendly specialist for the best service, design and equipment.

The Snapfinger ILS uses 4 Fairbanks pumps to pump the incoming sewage into the Snapfinger plant for processing. The pumps are old, and they are starting to age, most of the repairs to these pumps would require hiring a contractor to remove the pump and take it to a repair shop. The loss of a pump can be detrimental to the Snapfinger plant and the health of DeKalb County citizens. Purchasing this additional pump will allow the Department the ability to avoid prolonged loss of treatment capacity or processing ability. The logic behind the purchase will help the Department greatly if a pump becomes inoperable and the bad pump can be removed and replaced with the new pump. The bad pump will then be sent to the repair shop allowing them to keep operations moving during the repair time. When the pump is repaired and returns from the shop, it will be stored and maintained until the process needs to be repeated.

The terms and conditions were reviewed by the Law Department and initially some changes needed to be made. The vendor made the requested changes and the Law Department and User Department approved for DeKalb County to utilize their terms and conditions. This was not advertised on the GPR due to the process already starting before that process was implemented.



DeKalb County
G E O R G I A

DeKalb County has done business with Pump and Process before with the most recent being in 2017 with a spend of \$1,748.00 for the year. Agenda Item No. 2019-3979 has been generated for this Sole Source purchase. It is my recommendation to approve this request.

Agent Signature

6/28/19

Date

Procurement Manager Signature

~~7/1/19~~

Date

7/1/19



June 20, 2019

**To: DeKalb County
1300 Commerce Drive
Decatur, GA 30030
Attn: Purchasing and Contracting**

Re: Pump and Process Equipment Inc .

Pump and Process inc. is the exclusive authorized Fairbanks Nijhuis distributor for all counties in the State of Georgia. Their contract covers both new units and OEM repair parts for this region. Only companies such as Pump and Process that are under contract with Fairbanks Nijhuis are authorized to sell our products, OEM parts, and services. Please contact Fairbanks Nijhuis should you have any questions regarding specific locations for representation.

We thank you for your confidence in Fairbanks Nijhuis products and look forward to serving your requirements in the future through Pump and Process Inc.

Sincerely,

James A. Miller

**James A. Miller
Regional Sales Manager**

cc: Jay Boudreaux Pump and Process Equipment Inc.



James A. Miller
Regional Sales manager

PENTAIR FLOW TECHNOLOGIES

Fairbanks Nijhuis

+1.913.371.5000 main

+1.504-889-2125 direct

+1.504-888-4594 fax

Jim.miller@pentair.com

3925 North I-10 Service Road

Suite 109Q

Metairie, La 70002

United States

www.fairbanksnijhuis.com

TERMS AND CONDITIONS

1. **GENERAL** - The conditions of sale outlined herein (hereinafter referred to as "these conditions") and attached hereto, apply to the sale by Pump & Process Equipment, Inc. (the "Company"), of products, equipment and parts thereto (hereinafter referred to as "Equipment"). In the event the Purchaser issues a letter of authorization to proceed or a purchase order number for the equipment or work intended to be covered by these conditions prior to a resolution of agreeable contract provisions, it will be understood that the Company's proceeding under such authorization will be in accordance with the conditions outlined herein. The Company will *not* be bound by any contract or modifications of the conditions until approved in writing by the Company.

2. **GOVERNING LAW** - These conditions shall be construed in accordance with the laws of the State of Georgia, and the respective rights and obligations of the Purchaser and Company will be governed by the laws of the State of Georgia.

3. **TITLE AND RISK OF LOSS** - Title and risk of loss or damage to the equipment will pass to the Purchaser after delivery to the transportation facility at F.O.B. point. Purchaser agrees that the Company will retain a security interest in the Equipment only until the purchase price has been fully paid and Purchaser agrees to perform all acts necessary to protect and assure that security interest.

4. **DELIVERY** - Delivery dates quoted by the Company are approximate and will not be construed as creating a situation where "time is of the essence" unless the parties specifically agree to the contrary in writing. The Company will not be liable for loss, damage, detention or delay due to war, riots, civil insurrection or acts of the common enemy, fire, flood, strikes, or other labor difficulty, acts of civil or military authority including, without limitation, governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from unusual sources or other causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the delay. The Purchaser's acceptance of Equipment will constitute a waiver of any claims for delay.

5. **CREDIT APPROVAL/PAYMENTS** - This contract shall be subject to approval and acceptance by the Company. If, in the sole judgement and discretion of the Company, the terms of payment requested by Purchaser in the following paragraph shall not be sufficient to assure the Company of timely payment of the purchase price stated for this contract, the Company may require full or partial payment in advance, or other modifications to the terms of payment requested in the following paragraph. Such modifications shall not be binding upon Purchaser until such are accepted by Purchaser. If shipments are delayed by Purchaser, payment shall become due from the date when the Company is prepared to make shipment as stated in the contract. Equipment held for Purchaser beyond the shipping date shall be held at the risk and expense of Purchaser. Special permits and/or risk of loss or damage in transit shall be the responsibility of Purchaser. Equipment price does not include any required taxes or permits, and Purchaser specifically agrees to reimburse the Company for any such permit fees or other charges which it is required to pay on behalf of Purchaser. Purchaser is specifically responsible for obtaining permits in connection with the sale and/or installation of equipment sold on this contract.

6. **TERMS WITH SECURITY (Bond, Letter of Credit, etc.)** - 95% of total contract price 30 days from date of invoice or at start-up, whichever occurs first, with remaining 5% due within 10 days of Company start-up or 30 days from shipment, whichever occurs first. Start-up to occur no later than 60 days from delivery.

TERMS WITHOUT SECURITY - 25% with order, 70% upon delivery, 5% at start-up.

For either payment option, the quoted price is based on full payment within a maximum of thirty (30) days from shipment. Any balances remaining due sixty-one days beyond the invoice date will be subject to an additional one and one-half (1.5%) percent monthly service fee until paid. Should the Company have to engage an attorney to collect the balance due including the handling charge and service fee, Purchaser agrees to reimburse the Company for all collection costs including attorney's fees.

7. **TAXES** - It will be the responsibility of the Purchaser to pay sales taxes direct to the applicable taxing authority. The Company does not assume this responsibility.

8. **LIMITATION OF LIABILITY** - The Company will not be liable for any damages for any reasons sustained by anyone resulting from the failure of the Company, or any other supplier's failure to perform or delay in performing any obligation hereunder if such failures or delays are caused directly or indirectly by circumstances or events beyond the control of the Company. Such events include, but are not limited to, invasion, insurrection, riot, fire, flooding, strikes, or the failure of any supplier or trucker to meet scheduled delivery dates. Furthermore, Purchaser specifically agrees to waive any right to incidental or consequential damages as stated in the warranty given by the Company, and as further agree.

9. **LIMITATION OF ACTION** - No action shall be brought against the Company, for any breach of warranty, whether written or implied, or for breach of its contract of sales more than eighteen (18) months after the accrual of the cause of action thereof, and in no event, unless Purchaser shall first have given notice to the Company, of any claim of breach of contract, or breach of warranty, whether written or implied.

10. **BACK CHARGES** - Purchaser specifically agrees that the Company will not be responsible for any "backcharges" or other costs and expenses unless and until Purchaser first obtains written approval from the Company for such backcharges, cost or expenses.

11. **LIMITATION OF DAMAGES** - Purchaser specifically agrees that the Company is not responsible for any damage and/or injury which may result from improper handling during shipment, installation, repair or maintenance of the equipment. In addition, the Company will not be responsible for damage to Purchaser's property, or the property of others, whether real or personal, caused by malfunction of the equipment.

12. **CLAIMS** - All claims for shortages or defective equipment shall be made in writing with thirty (30) days after receipt of such equipment, and such claims shall, in no event, include allowance for labor or incidental or consequential damages. Equipment may not be returned to the Company without its written consent and under no circumstances will the Company be responsible for damage beyond the cost of the goods sold.

13. **ACCEPTANCE** - After acceptance by the Company, Purchaser's orders are not subject to cancellation, change, reduction in amount, or suspension of delivery, without the advance written consent of the Company. It is specifically agreed the Company will be under no obligation to give such consent without first having been reimbursed for all costs incurred, including, but not limited to, engineering time, administrative costs, restocking charges, including overhead, cost of materials, cost of storage and profit. The Company may cancel the order prior to or at the time of receiving the final approved drawings if the Company deems itself to be insecure or determines that it is commercially unreasonable to proceed. In the event of cancellation by the Company, all deposits made by Purchaser shall be refunded in full.

14. **WARRANTIES** - No representation or statements have been made by the Company concerning the equipment to be sold hereunder, except as is stated herein, and no warranty, expressed or implied, arises apart from the written warranty from the Manufacturer.

15. **INSURANCE** - If Purchaser fails to obtain insurance, the Company shall have the right, but not the obligation, to obtain such an insurance at Purchaser's expense, without waiver of any other remedy, and Purchaser assigns to the Company all rights to receive proceeds of insurance hereunder including any costs of collection, attorney's fees or other costs actually incurred in connection herewith. Purchaser specifically directs any insurer to pay all proceeds directly to the Company, and authorizes it to endorse any draft for proceeds. In the event of damage to the equipment and payment of insurance thereof, the Company shall have the option of replacing the goods or applying the proceeds on any obligation secured hereby.

16. **EXCLUSIVE STATEMENT** - This writing contains the full, final and exclusive statement of the contract between Purchaser and the Company and no agreement or warranty, except as contained herein, shall be binding on the Company. The terms and conditions set forth herein may not be modified, supplemented, expanded, or waived, by payroll evidence, Purchaser's purchase order, course of dealing or in any other way, except where made in writing and signed by Purchaser and the Company.

ACCEPTED BY:

Purchase's Authorized Signature

Date

Title

PPEI Project No.

Company Name (Purchaser)

Project Name

Purchase Order No.



Pump and Process Equipment

Sales
Service
Support

8343 Roswell Road, Suite 315
Atlanta, GA 30350
Cell (678) 822-6158
Office (770) 814-0402

June 12, 2019

Quote #18-5028G

**To: Dekalb County Department of Watershed Management
Snapfinger Facility
4124 Flakes Mill Road
Decatur, Ga 30034**

From: Darrell Jones @ Pump & Process Equipment, Inc.

Re: EACT Replacement of Fairbanks S/N: K3E1-060078

Pump and Process Equipment, Inc. is pleased to offer the following equipment for your consideration:

(1) Fairbanks Exact Replacement of S/N: K3E1 – 060078; 24”, CW Rotation, includes Impeller and Castings, Conditions Point, 17,100 GPM @ 73.3’ TDH, Non-Witness Performance

TOTAL PRICE. \$161,458.00

Notes: Freight and Taxes Not Included. Our Payment Terms Are Net 30 Days. Delivery is 26 Weeks ARO

We appreciate the opportunity to offer this proposal for your approval and look forward to earning your business. Should you have any questions or need any additional information please do not hesitate to contact us.

Sincerely,

Darrell Jones

Darrell Jones
Pump and Process Equipment Inc.
darrell@pumpanprocess.net
678-822-6158