



## Department of Purchasing and Contracting

### INSTRUCTIONS FOR NON-COMPETITIVE PURCHASE REQUESTS

The Competitive Bidding Process is the preferred method of purchasing good or services. A waiver of this process must be requested on a case by case basis by completing a Non-Competitive Purchase Request Form in its entirety.

The form must be signed by Department Director of the User Department and submitted to the Director of the Department of Purchasing and Contracting by attachment to the requisition in Oracle.

Justification for the waiver must be provided on the request form. Additional pages may be attached if necessary.

Non-Competitive Purchase Requisitions must have a market/price reasonableness determination.

#### **Emergency Purchase Request**

An Emergency Purchase Request is to be used when a User Department seeks goods or services due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk. The request must be completed regardless of the time of the emergency occurrence or dollar amount of the requisition, and must include an explanation as to why the emergency cannot be responded to using the competitive process. Expiration of funds, administrative delay or expiration of a contract or quote is not acceptable criteria for an Emergency Non-Competitive Purchase.

#### **Sole Source Purchase Request**

A Sole Source Purchase Request is to be used when a User Department seeks goods or services from the only qualified vendor or supplier that possesses the unique ability or available capacity to provide the requested goods or services. A vendor may be a sole source when the procurement involves proprietary technology, copyright, or patented information, goods or services. Additional justification for a Sole Source Purchase Request may include the requirement to match piece of existing equipment available only from the same source of original equipment or authorized dealer or an upgrade to existing software only available from the producer of the software;

A Sole Source Public Notice Form shall be posted on the County's website for five (5) business days and the results shall be attached to this Sole Source Purchase Request.



# Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Watershed Management

Department Contact Person: Josephus Young Telephone: 678 758-5042  
Email: jyoung5@dekalbcountyga.gov

Requisition Number: 1056270 Suggested Supplier: Endress+Hauser c/Carotek  
Estimated Amount of Purchase: \$ 2,700,000.00  
Detailed Description of the Goods or Services to be purchased: Verification, calibration and  
and repair of Endress+Hauser inst: ruments

**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 State of Georgia mandates that all instrumentation which monitor or regulate chemical feed rates to produce drinking water must be calibrated and documented annually. Endress+Hauser instrument are the only ones currently compatible with the the Scott Candler SCADA system.

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, Endress+Hauser is the exclusive manufacture of their instruments. They or their authorized representative, Carotek are the only entities approved to verify, calibrate or repair Endress+Hauser equipment.

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

Failure to renew that service agreement may cause DeKalb County to be out of compliance with State of Georgia regulators concerning drinking water quality.

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) David E. Hayes Signature: David Hayes Digitally signed by David Hayes  
Date: 2024.04.30 14:27:20 -0400 Date: 04/30/24

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

Procurement Agent (Typed/Printed Name) Tina L. Richardson Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Procurement Manager (Typed/Printed Name) Crystal Creekmore Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved  Not Approved

Signature: \_\_\_\_\_, Director, Department of Purchasing and Contracting Date: \_\_\_\_\_

(Additional information, attach pages if required):

## Public Notice of Proposed Award of Sole Source Procurement

### Section A – Description of Proposed Sole Source Procurement

**Description of Supplies/Services:** Endress+Hauser Products & Service

**Demonstration of Contractor’s Unique Qualifications:** Endress+Hauser is the exclusive authorized sales representation in the USA for Endress+Hauser products & services.

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

#### Market Survey Results

**Date Public Notice posted on website:** June 3, 2024

**Date Public Notice closed:** June 17, 2024

#### Review of Offers

**Were any offers received (Yes/No):** No

**Number of offers received:** 0

**Responders:** n/a

#### **Purchasing Agent review and recommendation:**

Endress+Hauser is a globally recognized provider of products, solutions, and services for industrial process measurement and automation. The company offers a wide range of products, including sensors, flow meters, and software, tailored to meet the needs of various industries. The proprietary components supplied by Endress+Hauser necessitate the expertise of trained and certified technicians for on-site service and maintenance, ensuring optimal performance, reliability, and efficiency.

As the exclusive manufacturer of its instruments, Endress+Hauser, along with its authorized representative, Carotek, are the only entities approved to verify, calibrate, and repair Endress+Hauser equipment. This exclusivity is crucial for maintaining the integrity and functionality of the systems. In the state of Georgia, regulations mandate that all instrumentation used to monitor or regulate chemical feed rates for drinking water production must undergo annual calibration and certification. Endress+Hauser instruments are currently the only equipment compatible with the Scott Candler SCADA system, making them essential for accurate monitoring and control.

The Department of Watershed Management purchase request, totaling \$2,700,000.00 for a three-year sole-source agreement, is a proactive measure to ensure compliance with state regulations concerning drinking water quality. This agreement will cover the provision of Endress+Hauser products and services for the Snapfinger, Pole Bridge, and Scott Candler Wastewater Treatment Plants. The purchase will ensure that DeKalb County continues to meet all regulatory requirements, avoiding potential non-compliance issues with the state of

Georgia's standards.

Endress+Hauser has been doing business with DeKalb County for over 20 years. Currently, there is no active contract on file with Endress+Hauser; however, Endress+Hauser has supplied DeKalb County with equipment, parts, and labor totaling \$2,424,777.91. The total amount spent within the last 12 months with Endress+Hauser is \$811.54.

My recommendation is to approve the sole-source request to purchase products and services from Endress+Hauser in order to ensure compliance with state regulations, uphold the integrity of critical water treatment systems, and enable accurate monitoring and control of drinking water and wastewater processes at DeKalb County's treatment plants, thereby reducing the risk of spills and regulatory violations.

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Agent Signature

Date

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Procurement Manager Signature

Date

Endress+Hauser, Inc., Charlotte, North Carolina, USA

Dekalb County

Purchasing and Contracting  
DeKalb County Watershed Management  
1300 Commerce Drive  
Decatur, Georgia 30030

## Contact

Mark Schwanekamp

Sales

Telephone 704.969.7984

mark.schwanekamp@us.endress.com

Charlotte, 12 April 2024

## Endress+Hauser Representatives

To Whom it may concern,

Endress+Hauser USA uses sole exclusive authorized sales representation in the USA. Carotek, Inc. is the sole authorized Endress+Hauser representative in the state of Georgia. They hold an exclusive representative agreement with Endress+Hauser for coverage of municipal and industrial accounts in the above territory.

Carotek, Inc. is also the Endress+Hauser authorized service provider for the state of Georgia. They have been factory trained and certified to provide on-site service for Endress+Hauser products.

Please address purchase orders to Endress+Hauser c/o Carotek.

Regards,



Mark Schwanekamp

P: 704.576.8859

**Endress+Hauser, Inc.**  
13900 South Lakes Drive, Suite A  
Charlotte, NC 28273  
USA

Sales: 888-ENDRESS Service:  
(800) 642-8737  
[www.us.endress.com](http://www.us.endress.com)

# Endress+Hauser

DEKALB COUNTY PURCHASING &  
CONTRACTING  
1300 COMMERCE DR  
DECATUR GA 30030-3222

Quote date : 04/12/2024  
Your reference :  
Customer no. : 0046106695

Attn : Garry Kinnemore  
Phone : 678-614-4441  
Email : gvkinmore@dekalbcountyga.gov

Contact : Carotek Inc. - Jim Bachmann  
Phone : (404) 314-0999  
Email : jim.bachmann@carotek.com

Three Year Agreement to purchase parts & services for Dekalb Watershed Management:  
\$2,700,000.00

Quantity	Sales Price	Total Price	Description
3.00	\$360,000.00	\$1,080,000.00	Endress+Hauser Products & Service Annual Purchase Agreement for Snapfinger Plant w/ 2 one year options
3.00	\$360,000.00	\$1,080,000.00	Endress+Hauser Products & Service Annual Purchase Agreement for Scott Chandler Water Treatment Plant w/ 2 one year options
3.00	\$180,000.00	\$540,000.00	Endress+Hauser Products & Service Annual Purchase Agreement for Pole Bridge Creel Advanced Wastewater Facility w/ 2 one year options

## Terms

Payment terms : Net 30 Days  
 Delivery time : The mentioned delivery times are calculated in working days and are based on partial, standard delivery service. If you wish complete delivery, please contact your sales representative.  
 Delivery : Delivered at place CUSTOMER SITE



"INSTRUCTIONS AND CONDITIONS"

1. Acceptance of this order shall constitute acceptance of these terms and conditions upon the established effective start date. The Contract agreement together with the Supplier's written quotation and/or Sealed Bid/Request for Proposal and/or formal agreement form a binding agreement based upon the agreed terms between the parties.
2. Delivered orders are issued under terms of the numbered Contract agreement indicated on the face hereof; the supplier is required to deliver the commodities and/or services exactly and in strict accordance with the order. Substitutions of commodities and/or quantities ordered are strictly and firmly prohibited.
3. If for any reason, the supplier is unable to comply or supply in strict compliance with this order, the Department of Purchasing and Contracting is to be notified immediately of all factors involved.
4. No changes in conditions, prices, quantities or deliveries will be made without specific authorization; changes or modifications to the underlying transactions shall be in writing from the Department of Purchasing and Contracting. The Department of Purchasing & Contracting is the only authority for transactions under this order. The supplier shall not accept contrary instructions or conditions from any source other than the Department of Purchasing & Contracting. Should the supplier receive, from any other source, contrary instruction or conditions, the Department of Purchasing & Contracting should be notified immediately.
5. Supplier's invoice must describe the article and/or services exactly as shown on this order. The purchase order number must appear on the invoice, and/or delivery ticket, packing list and shipper's bill of lading related to this order, in addition to the name of the requesting department to whom delivery of goods and/or services are to be made.
6. Total price shown on this order shall include all delivery costs to the delivery point shown on the order.
7. Invoices are not paid until items and/or services on the invoice have been received, evaluated, tested and approved by the requesting department.
9. The County is exempt from Georgia Sales Tax and Federal Excise Tax. Exemption certificates will be issued upon request.
10. The County may cancel this Contract agreement at any time, in whole or in part, for the County's convenience, lack of funding or Supplier's failure to fulfill the contractual obligations in any respect.
11. The payment terms adopted by DeKalb County are Net 30 unless otherwise established by law or by contract. Suppliers may obtain more favorable payment terms by specifying cash discount terms on the invoice as stated in their submitted sealed bids/proposals.
12. When accepted in electronic form, this Contract agreement and all related electronic documents shall be governed by the provisions of Electronic Signatures in Global and National Commerce Act (E-Sign Act).
13. This Contract agreement and all related documents are considered public record by the County and shall be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-7- et seq.

14. NOTWITHSTANDING ANYTHING ELSE IN THE CONTRACT TO THE CONTRARY, THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY (OR ANY SUCCESSOR THERETO OR ASSIGNEE THEREOF) FOR ANY AND ALL CLAIMS AND/OR LIABILITIES ARISING OUT OF OR RELATING IN ANY MANNER TO THE CONTRACT OR TO EITHER PARTY'S RIGHTS OR OBLIGATIONS HEREUNDER, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED A MAXIMUM OF THE AMOUNT PAID UNDER THE CONTRACT. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY EXTEND TO INCLUDE INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED.

15. Supplier warrants the equipment to meet the specifications provided and to be free from defects in materials and workmanship under normal use and service for a period of one year from time of shipment. Supplier further warrants that for a period of one year from time of completion of services, Services will conform to the specifications provided and that Supplier will perform services in a professional and workmanlike manner in accordance with all applicable laws and regulations. The County agrees that it has the sole responsibility for the proper selection application, installation, and use (concerning use, application, periodic maintenance, and cautions of the equipment). The County agrees that the warranty provided herein shall not apply to any equipment or services which:

(1) have been repaired or altered outside of Supplier's factory in any way so as, in Supplier's judgment, to affect such equipment's or services' reliability; (2) have been subject to misuse, negligence, or accident; (3) have been operated other than in accordance with the printed instructions prepared by Supplier and provided by Supplier with the equipment or services; or (4) have been subject to abnormal wear of wetted parts caused by the County's application of the equipment. Supplier shall re-perform, at Supplier's sole cost and expense, any services which do not comply with the applicable warranties specified hereof. At Supplier's option, Supplier may repair, replace, or refund the purchase price of equipment. SUPPLIER'S OPTION TO REPAIR, REPLACE OR REFUND THE PURCHASE PRICE FOR EQUIPMENT OR RE-PERFORM SERVICES IS THE COUNTY'S EXCLUSIVE REMEDY AGAINST SUPPLIER WHETHER SUCH REMEDY ARISES OUT OF THE COUNTY'S CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR ANY OTHER CLAIM WITH RESPECT TO THE EQUIPMENT AND SERVICES. SUPPLIER'S EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, AND SUPPLIER HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.