



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

April 9, 2020

To: Interested Firms

From: Carol Taylor Miller, Senior Procurement Specialist
Telephone: 386-329-4170; Email: cmiller@sjrwmd.com

Re: Quote Request 35597 for Ammonia Gas Diffusion Autoanalyzer

The St. Johns River Water Management District (District) is requesting quotes for one Ammonia Gas Diffusion autoanalyzer. This letter is forwarded to you as an offer to provide a quotation based on the information and requirements provided herein, including the specifications stated in the attached Specifications (Attachment 1).

If you are interested in providing the Ammonia Gas Diffusion autoanalyzer, the quote must be received **before 2:00 p.m. on Wednesday, April 29, 2020**. Email your quote as an **attachment** in PDF format to Carol Taylor Miller at the email address above referencing **Quote Request 35597**. **Any questions regarding this solicitation must be received by email at the email address above before Monday, April 20, 2020, 4:00 p.m.**

Respondent's quotation must provide the District with the following completed documents:

- 1) Attachment 2 – Quotation Form
- 2) Attachment 3 – Affidavit as to Non-Collusion and Certification of Material Conformance
- 3) Attachment 4 – Qualifications Form - General
- 4) Attachment 5 – Qualifications Form - Similar Commodity Sales

In addition, Respondent **must** provide documentation describing the Ammonia Gas Diffusion autoanalyzer being quoted and any documentation required under the Minimum Specifications. The District reserves the right to request additional information after quotes have been received.

Award of this quote shall be based on the lowest total cost that meets all requirements of this request. The quoted cost shall include all labor, parts, materials, equipment, F.O.B. destination, transportation, delivery, manufacturer's standard warranty and any other requirements. The successful respondent will be issued a Purchase Order for one Ammonia Gas Diffusion autoanalyzer. **Attachment 6 is the District's Purchase Order Terms and Conditions.**

Respondent **must meet all** of the minimum qualifications listed in **Attachment 1 – Specifications**. The District reserves the right to evaluate units prior to purchase. If it is determined the equipment is not acceptable, the District will terminate the Purchase Order with the firm and proceed with issuing a Purchase Order to the Respondent with the next lowest quotation that can provide the required equipment.

The District reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement. Please contact Carol Taylor Miller at the above email or telephone number if you have any questions regarding this quotation request.

NOTE: Please check the box provided if you are unable to provide a quotation for this equipment at this time and return this page by e-mail it to cmiller@sjrwmd.com.

I am unable to provide a quotation for Quotation Request 35597 at this time for the following reason(s):

Respondent's Signature

Respondent's Company Name

**ATTACHMENT 1 - SPECIFICATIONS
AMMONIA GAS DIFFUSION AUTOANALYZER**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District's (District) laboratory (Lab) requires one Ammonia Gas Diffusion autoanalyzer for environmental water quality analysis, with software, autosampler and auto diluter. The successful respondent will not be required to provide the computer, but will be asked to perform the set-up required to make the Ammonia Gas Diffusion autoanalyzer ready for use in the District's Lab.

II. OBJECTIVE

The objective is to award the purchase of one Ammonia Gas Diffusion autoanalyzer and associated accessories and maintenance for environmental water quality analysis in the District's Lab.

III. MINIMUM SPECIFICATIONS

The successful respondent will be required to supply the instruments, associated accessories, and software; and will also be required to install the instruments and software, at no additional charge, at the District Palatka Lab facility.

A. Minimum Performance Specifications:

The Instrument must be capable of automatically running EPA 350.1 Rev 2 1993 method or the 22nd Edition of Standard Method 4500G-NH₃ method for surface and ground water samples preserved with Sulfuric Acid. Basic components of the Ammonia Gas Diffusion autoanalyzer that must be included in the bid are the autosampler, a peristaltic pump, a chemistry manifold, a detector and data acquisition software. Analysis must be performed utilizing a gas diffusion module.

The instrument must be capable of unattended overnight operation. Vendor shall provide with the quote method detection limits (MDL), working ranges, and supporting data for the MDL calculations.

B. Instrument Operational Specifications that must be met by the Vendor:

1. System must be configured to be controlled by a Microsoft Windows 10 based PC.
2. Instrument must be capable of complete programming by operator.
3. The system must allow true walk-away operation with no operator monitoring or intervention.
4. Autosampler must be controlled through the software and hold a minimum of 120 samples.
5. Preference: For efficiency purposes, instrument should provide for automatic dilution of over-range samples at any concentration.
6. Preference: For efficiency, capacity, cost purposes, and waste conservation, instrument should be capable of complete overnight shutdown such as platen release, reagent switch over to DI, and instrument turn off. This is opposed to performing "slow mode" shutdown which still pumps reagents all night.

C. Chemistry Module Specifications that must be met by the Vendor:

1. Instrument must comply with EPA 350.1 Rev 2 1993 method or Standard Method (22nd edition) 4500G-NH3.
2. Instrument must perform analysis via gas diffusion.
3. Detection Limit must be 5 ppb or better. A measurement range of 5 ppb to 400 ppb N must be attainable.
4. Preference: Leak detection should be incorporated into the system.

D. Instrument Software Specifications that must be met by the Vendor:

1. Available Software must be capable of running on 32-bit and 64-bit platforms.
2. The software must allow the operator to view and print the calibration curve.
3. The software must communicate from the computer instrument through a USB port or conversion dongle and shall not require a plug-in card to perform communication, analog-to-digital conversion or digital input-output control.
4. The calibration report must include date and time of analysis for each and all calibration standards as well as samples.
5. The software must run under Microsoft Windows 10 operating system.
6. Vendor Instrument software must be capable of producing and exporting a data output in comma delimited, tab delimited, or Microsoft Excel format.
7. Vendor instrument software must be capable of importing a comma delimited, tab delimited, or Microsoft Excel format for the population of sample tables used in the analysis of samples.
8. Preference: For compliance purposes, in addition to reporting the correlation coefficient, software should be able to report RSE or RE for the calibration curve.
9. Preference: For compliance purposes, software should allow for quarterly calibration/validation of heating system temperatures.

E. Service/Support Specification that must be met by the Vendor:

1. The Vendor's Autoanalyzer must include at least a one-year warranty on parts and labor and a service agreement that shall include the following:
 - a. Vendor must be able to supply dedicated technical support to ensure minimum downtime during normal operating hours.
 - b. Vendor must maintain a dedicated Technical Support telephone line, answered by a qualified Technical Support specialist and permanently manned during normal operating hours.
 - c. Vendor shall supply a manual (hard copy and electronic) for operating the instrument in compliance with EPA 350.1 Rev 2 1993 method or Standard Method (22nd edition) 4500G-NH3.
 - d. Consumable cost for preventative maintenance shall be included in service quote.
 - e. A Preventive Maintenance (PM) contract quote shall be included for years 2 through 7.

Acceptance Testing Requirements:

Acceptance testing must be completed prior to final acceptance of installation and must include the following:

1. Sample list from District LIMS loaded into template on instrument software for analysis.
2. Analyze samples identified on template including Standard Curves and QC samples.
3. Initial implementation of District QA/QC standard specification are met including an Initial Analyst Demonstration of Capability and MDL study.

4. Output of an electronic file that is uploaded into the District LIMS electronically.

No payment will be made to Vendor prior to completion of the Acceptance testing. If the system does not perform adequately on the above acceptance tests, the Vendor shall address the District's concerns until District staff are satisfied. Once the Vendor has successfully completed the Acceptance testing, the vendor shall invoice the District.

If District staff determine that the unit has failed the Acceptance testing, Vendor shall remove the product solicited by the District and the District shall not be liable to the Vendor for any amount.

IV. TIME FRAMES AND DELIVERABLES

The successful respondent will be issued a Purchase Order for one Ammonia Gas Diffusion autoanalyzer. The Autoanalyzer must be delivered to the District by August 31, 2020

**ATTACHMENT 2 - QUOTATION FORM
 QUOTATION REQUEST 35597
 AMMONIA GAS DIFFUSION AUTOANALYZER**

QUOTATIONS ARE DUE BY 2:00 P.M. APRIL 29, 2020

Please provide the unit price of the Ammonia Gas Diffusion Autoanalyzer and the price of annual preventive maintenance per year for the Ammonia Gas Diffusion Autoanalyzer. Provide the cost of shipping where indicated and provide the total price for the items plus the shipping where indicated.

ITEM #	DESCRIPTION	UNIT PRICE
1	Ammonia Gas Diffusion Autoanalyzer	
2	Price of Annual Preventive Maintenance Year 2	
3	Price of Annual Preventive Maintenance Year 3	
4	Price of Annual Preventive Maintenance Year 4	
5	Price of Annual Preventive Maintenance Year 5	
6	Price of Annual Preventive Maintenance Year 6	
7	Price of Annual Preventive Maintenance Year 7	
TOTAL COST OF SHIPPING		
TOTAL COST OF EQUIPMENT, SHIPPING, AND 7 YEARS OF PREVENTIVE MAINTENANCE		

(This form to be included with quote submittal)

**ATTACHMENT 2 - QUOTATION FORM
QUOTATION REQUEST 35597
AMMONIA GAS DIFFUSION AUTOANALYZER
Continued**

TOTAL COST OF EQUIPMENT, SHIPPING, AND PREVENTIVE MAINTENANCE:

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this quote request and upon award of such quote, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

(This form to be included with quote submittal)

ATTACHMENT 3
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF
MATERIAL CONFORMANCE WITH SPECIFICATIONS

This form to be included in submittal

STATE OF _____

COUNTY OF _____

I, the undersigned, _____, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:
_____,
the Respondent that has submitted the attached Quote.
2. The attached Quote is genuine. It is not a collusive or sham Quote.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Quote.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Quote in connection with the Purchase Order for which the attached Quote has been submitted, or to refrain from proposing in connection with such Purchase Order, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached Quote of any other Respondent, or to fix any overhead, profit, or cost element of the Quote prices or the Quote price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Purchase Order.
5. The price(s) quoted in the attached Quote are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this Quote, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Purchase Order to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, State of _____ at Large

My commission expires:

(SEAL)

**ATTACHMENT 4 - QUALIFICATIONS FORM - GENERAL
QUOTE REQUEST 35597
AMMONIA GAS DIFFUSION AUTOANALYZER**

(This form to be included with quote submittal)

As part of the Quotation, Respondent shall complete the following so that the District can determine Respondent's ability, experience, and facilities for providing the equipment.

Name of Respondent: _____

Respondent's tax identification No.: _____

Year Company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

ATTACHMENT 5 - QUALIFICATIONS — SIMILAR COMMODITY SALES
QUOTE REQUEST 35597
AMMONIA GAS DIFFUSION AUTOANALYZER

This form to be included in submittal

Respondent (or a combination of the firm, individual or project manager assigned to this sale) must have completed at least two sales of a similar Commodity described in this Quote in the past three years. Each Commodity sale must have had a value of at least \$30,000. (Add additional sheet for optional additional completed Commodity sales.)

Completed Commodity Sale 1:

Client: _____

Current client contact person: _____

Telephone: _____ E-mail: _____

Primary address of client: _____

Description of Commodity/Project:

Commodity value): _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of key or assigned personnel:

Completed Commodity Sale 2:

Client: _____

Current client contact person: _____

Telephone: _____ E-mail: _____

Primary address of client: _____

Description of Commodity/Project:

Commodity value): _____

Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of key or assigned personnel:

ATTACHMENT 6**PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions of Purchase Order (Order) apply unless expressly superseded by a separate written agreement between the parties. Terms and conditions on the face of Purchase Order supersede the printed terms and conditions below.

COMMODITY PURCHASES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract under the terms and conditions contained on this and the reverse side when accepted by Seller, either by acknowledgment or by commencement of shipment. No changes may be made in this Order without the authorization of purchaser, St. Johns River Water Management District (SJRWMD). Neither Seller nor SJRWMD may assign any portion of this Order without the prior consent of the other.
2. All rights and obligations of the parties are governed by the provisions of the Uniform Commercial Code - Article 2, Sales; Chapter 672, Florida Statutes ("F.S.").
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by SJRWMD. SJRWMD reserves the right to cancel this Order, or any part thereof, without obligation if delivery is not made on the times(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the SJRWMD receiving section. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. SJRWMD may reject any goods that are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by SJRWMD. Rejected goods will be returned to Seller at Seller's risk and expense. SJRWMD has no further obligations with regard to rejected goods.
5. Separate invoices are required for each Order. In the absence of a separate agreement between the parties, full payment will be made within 45 days of inspection and acceptance of goods. Invoices must be received within 15 days of delivery.
6. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will not be accepted and will be returned to Seller at Seller's risk and expense.
7. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of SJRWMD.
8. In the event of a default or breach by the Seller, which results in a cost increase to SJRWMD, SJRWMD may procure articles or services from other sources and charge Seller as liquidated damages any excess costs.
9. All materials, drawings or other items provided by SJRWMD to Seller remain the property of SJRWMD and will be returned to SJRWMD upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of SJRWMD.
10. The items covered by this Order will comply with all federal, state or local laws relative thereto. Seller shall defend all actions or claims brought against SJRWMD, and hold and save SJRWMD harmless from all

losses, costs or damages, related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods.

11. SJRWMD is exempt from any sales, excise, or federal transportation taxes, and from the provisions of the Robinson Patman Act.
12. In accordance with Chapter 442, F.S., Seller will advise SJRWMD if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
13. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Order. This Order shall be governed under the laws of the State of Florida. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
14. Pursuant to chapter 760, F.S., Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
16. Seller certifies that no District officer, agent, or employee has any direct or indirect material interest, as defined in chapter 112, F.S., in Seller's business under this Order, or shall have any such interest during the term hereof. Pursuant to section 216.347, F.S., any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency.