

R+R



CITY OF ORLANDO

REQUEST FOR A SOLE SOURCE PROCUREMENT

NOTE: This form is to be used for items that are available from only one source and there are no alternates. Forward to the Procurement and Contracts Division sixty (60) days prior to actual need.

Date Submitted: 04/06/15 Requesting Division/Department: WWIB WAS0014 C

Contact Person: Scherman Davis Telephone Number: 407-394-4077

Commodity / Service Request: 4 Wemco Cyclone Hydrogritters

Describe the commodity or service and its function: Units have reached the end of their life cycle. They are no longer economically repairable.

Cost of Commodity or Service: \$ 101,440

Vendor Name: Weir Specialty Pumps Contact Name: John Verscharen
Address: 440 West 800 South City/State/Zip: Salt Lake City, UT 84101

Contact Phone Number: 813-242-2660 Contact E-Mail Address: johnntscjn@verizon.net

Initial below:

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is:

Item(s) are available from only one source and there are no alternates: SAD

Initials

Attach vendor documentation certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

- ☒ The vendor holds the exclusive distribution rights for the item in question.
- ☐ Vendor documentation attached.
- ☒ The item to be purchased is the only item compatible with existing equipment owned by the City.
- ☐ Vendor documentation attached.
- ☒ The vendor is the sole provider of the goods or services which have unique characteristics essential to the needs of the program to perform the intended function and no other goods or service will be suitable for use by the City.
- ☐ Vendor documentation attached.

What steps were taken to verify that these features are not available elsewhere?

- ☐ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): _____
- ☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____
- ☒ State why this is the only source for the required commodity or service (attach additional pages as necessary): These units are direct replacements by the original manufacturer and due to piping and size restrictions they are the only compatible units. This is the only vendor with distribution rights in Florida.

.....
I certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

(PKS)

Scherman A. Davis

04/06/15

Requester's Signature

Date

Office Head/Department Director's Signature

Date

For Procurement Use Only

Date Received in Purchasing: 4/14/15 Purchasing Division Tracking Number: 515-0273

Requesting Division/Department: Wastewater

Commodity / Service Request: Wemco Cyclone Hydrogritters

Purchasing Staff Reviewer: Diane Wetherington

Verified that this request is the only source. Yes ☒ No ☐

Is Council Approval Required? Yes ☒ No ☐

Was this Procurement Posted on the Internet? Yes ☒ No ☐

Comments: Weir Speciality Pumps is the only manufacturer & sole source for Weir Torque-Flow Pumps. As replacement units they must be compatible with all other units. A sole source procurement has been posted for 7 days with no response.

Diane Wetherington
Procurement Staff Reviewer Signature

4/23/15
Date

Approved ☒ Denied ☐

[Signature]
Chief Procurement Officer

04.24.15
Date

NOTE: Section 838.22 Florida Statutes, it is unlawful (second degree felony) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. Page 2 of 2

Weir Specialty Pumps



Quotation

18 Feb 2015

TSC-Jacobs North Office
24156 SR 54,
Suite 3
Lutz, FL 33559

Quotation number: 262881
Revision: 2

Attn:
E-mail: johntscjn@verizon.net

Project: Iron Bridge Grit Cyclone, Orlando FL (Budget)
Your reference:

We thank you for your above referenced inquiry, and are pleased to submit our quotation for your consideration.

Please see the next page for a summary of our offer. Full details can be found in subsequent pages.

Rev 1: Cyclones Only Updated Pricing

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Sincerely,

Robert Haws
Weir Specialty Pumps

Weir Specialty Pumps



Quotation Summary

18 Feb 2015

TSC-Jacobs North Office
24156 SR 54,
Suite 3
Lutz, FL 33559

Quotation number: 262881
Revision: 2

Attn:
E-mail: johntscjn@verizon.net

Project: Iron Bridge Grit Cyclone, Orlando FL (Budget)
Your reference:

The following is a price summary for this quotation. Please see item specific pages for more details.

Item number	Service	Size	Unit Price	Unit Freight	Qty	Extended Price
001 Rev 2	Cyclones Only		\$ 24,678	\$ 682	4	\$ 101,440
Grand Total						\$ 101,440

PUMP FEATURES: All Weir Specialty Pumps are designed to reduce maintenance costs through greater pump reliability and improved mean time between failure.

SCOPE OF SUPPLY: Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

QUALITY STANDARDS: Weir Specialty Pumps - Salt Lake City, UT is an ISO 9001-2008 certified plant.

VALIDITY: This offer is valid for 60 days from date issued. Quoted prices will be held firm through shipment if order is released for manufacture within 60 days from order entry date.

PRICE: Price quoted is for all items purchased at one time. In the event of a partial order, we will review and adjust accordingly.

SHIPMENT: Approximately 12-14 weeks after receipt of approved purchase order and/or final approval of submittal and drawings.

START-UP: Not included.

TERMS AND CONDITIONS: Weir Specialty Pumps General Sales Policy (GSD-30) applies.

PAYMENT TERMS: 100% Net 30 days (subject to credit approval)

**Customer Price Sheet**

Customer	TSC-Jacobs North Office	Size / Stages	18-FF-WE / 1
Item number	001 Rev 2	Pump speed	0
Customer reference		Quote number	262881

Totals

Grand Total	\$ 101,440	Lead Time Total	N/A
Pump	\$ 101,440	Total unit weight	1,250.0 lb

Pump

Qty	Description	Unit Price	Extended Price
4	WEMCO Hydrogritter 18" Full Flare - Weir End Wemclone Wemclone Configuration Wemclone quantity Single Wemclone 1500CA Wemclone (quantity of 1) Aluminum Wemclone Rubber Wemclone liner Stainless steel Wemclone hardware Stainless steel Wemclone support (single wemclone) Wemclone overflow piping -01 90 degrees Vertical Wemclone angle Stainless steel Wemclone pressure gauge 0-30 PSI Wemclone pressure gauge (single wemclone) Outdoor stainless steel pressure gauge (single wemclone) Protective Coatings Paint manufacturer & type Paint Preparation: Standard paint preparation (clean and blast) WSP Standard Blue Paint - Prime and Top Coat Packing & Shipping Shipping Freight Rates Freight Rates - Florida: Florida Weights Wemclone 1250.lbs Misc. Weight 0.lbs Misc. Weight 0.lbs Misc. Weight 0.lbs Total Per Unit Weight 1250.lbs	\$ 25,360	\$ 101,440

**Customer Technical Offer**

Customer	TSC-Jacobs North Office	Size / Stages	18-FF-WE / 1
Item number	001 Rev 2	Pump speed	0
Customer reference		Quote number	262881

Pump

Qty	Description
4	WEMCO Hydrogritter 18" Full Flare - Weir End Wemclone Wemclone Configuration Wemclone quantity Single Wemclone 1500CA Wemclone (quantity of 1) Aluminum Wemclone Rubber Wemclone liner Stainless steel Wemclone hardware Stainless steel Wemclone support (single wemclone) Wemclone overflow piping -01 90 degrees Vertical Wemclone angle Stainless steel Wemclone pressure gauge 0-30 PSI Wemclone pressure gauge (single wemclone) Outdoor stainless steel pressure gauge (single wemclone) Protective Coatings Paint manufacturer & type Paint Preparation: Standard paint preparation (clean and blast) WSP Standard Blue Paint - Prime and Top Coat Packing & Shipping Shipping Freight Rates Freight Rates - Florida: Florida Weights Wemclone 1250.lbs Misc. Weight 0.lbs Misc. Weight 0.lbs Misc. Weight 0.lbs Total Per Unit Weight 1250.lbs



EnviroTech Pumpsystems, Inc d.b.a.

Weir Specialty Pumps (Seller)

An Unincorporated Division of THE WEIR GROUP PLC

GENERAL TERMS and CONDITIONS of SALE

1. SCOPE: Unless otherwise agreed in writing, Seller's acceptance of Purchaser's purchase order is conditioned upon Purchaser accepting these terms and conditions. Seller sells its equipment in accordance with the following provisions.

2. PRICES: Prices are EXW. Prices do not include any federal, state or local sales, use or other taxes and taxes may be added to the price.

3. TERMS: Unless otherwise agreed, all invoices are due and payable in full, net-30 days from date of shipment or notification of readiness to ship, whichever is earlier. Credit terms are subject to Purchaser's credit worthiness, which shall be determined solely by Seller.

Late payments shall be charged interest at the rate of 1.5% per month or the highest rate allowable under law, whichever is less. Purchaser shall pay the full amount, regardless of any payment schedule between Purchaser and its customer.

If Purchaser is in default of any payment Seller may offset any monies of Purchaser available to Seller or in Seller's possession; declare all payments for completed work immediately due and payable; stop all further work until payments are brought current, and/or require advance payment for future shipments.

4. ITEMS INCLUDED: Each sale includes only the equipment described in the order.

Seller shall supply only those safety devices, if any, described in the order or in its proposal and drawings, and shall comply with those provisions of the federal Occupational Health and Safety Act of 1970 that Purchaser and Seller have identified as specifically applicable to the manufacture of the goods.

5. SECURITY INTEREST: To the extent allowable under applicable law, Seller retains a security interest in, and right of repossession, to the goods until Purchaser has paid in full. Purchaser will not encumber, nor permit others to encumber, the goods by any liens or security instruments. In the event legal action is necessary to enforce Purchaser's obligations under any order, Seller shall be entitled to recover its court costs and reasonable attorney's fees if it prevails. Purchaser shall provide

insurance for Seller's benefit to protect Seller's interest against loss or damage until the goods are fully paid for.

6. SHIPMENTS AND DELIVERY: Purchaser must provide Seller all necessary information and instructions regarding its requested delivery schedule, including any required drawing approvals, and Seller shall use its reasonable efforts to meet the shipment dates in the order. However, any such dates are estimates only and are neither guaranteed nor a term of this agreement. Seller shall have no liability to Purchaser or its customer for any damages, whether direct or indirect, for any delay in shipment or delivery, regardless of the severity of the delay.

Unless otherwise agreed, all shipments are EXW Seller's factory, Incoterms 2010, and Purchaser shall make all claims for damage, delay, or shortage arising from any shipment directly against the carrier. When shipments are specified EXW, Purchaser shall inspect the goods, and notify Seller of any damage or shortage within seven days of receipt. Purchaser agrees that failure to so notify Seller shall be deemed as acceptance of the goods.

Unless agreed otherwise in the order, Seller may make partial shipments of completed items for partial payment under the terms of the order.

7. WARRANTY: Seller warrants the goods in accordance with its current applicable Seller's Product warranty, which is incorporated by reference here.

8. PATENTS: Purchaser agrees that it shall indemnify the Seller against all claims, demands, damages, penalties, costs and expenses to which the Seller may become liable by reason of any infringement or alleged infringement of a patent or patents arising out of performance of this order if the equipment is constructed in accordance with Purchaser's detailed drawings or designs submitted to Seller.

9. SUSPENSION OR DELAY: If Purchaser requests a suspension, or delays Seller's work, Purchaser shall pay Seller all reasonable and necessary costs incurred due to the suspension or delay, plus Seller's overhead and reasonable profit. Additionally, all charges and risks for storage, disposition, and/or resumption of work shall be borne solely by Purchaser.



10. LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY FOR LOSS OF USE, REVENUE, SAVINGS, OR PROFIT; COSTS OF CAPITAL; SUBSTITUTE USE OR PERFORMANCE; INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; CLAIMS BY PURCHASER FOR DAMAGES OF PURCHASER'S CUSTOMERS; OR ANY OTHER LOSSES OR COSTS OF SIMILAR TYPE. "Consequential Damages" shall mean loss or deferral of production, loss of product, loss of use, exclusion and loss of revenue, profit or anticipated profit, cost of capital, overhead, cost of substitute products or services, downtime costs, increased cost of working, loss of contract or business interruption, facility, vessel, or rig downtime, costs relating to cleanup, removal, release or threatened release, remediation, or disposal of or any response to any hazardous material, inability to use property and equipment, losses resulting from failure to meet other contractual commitments, claims of a party's customers for any of the foregoing, and special, incidental, punitive, and speculative damages, as well as indirect losses or damages of any type no matter how characterized.

SELLER'S AGGREGATE LIABILITY TO PURCHASER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO GOODS SOLD OR SERVICES PROVIDED OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE TOTAL VALUE OF THE ORDER UNDER WHICH THE CLAIM AROSE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

11. CHANGES AND BACKCHARGES: Seller shall not be obligated to make any changes in or additions to the scope of the work unless Seller and Purchaser first agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

Purchaser agrees not to return goods or backcharge for labor, materials, or other costs incurred in modification, adjustment, service or repair of goods unless previously approved in writing by an authorized employee of Seller.

12. CHANGES IN DESIGN: Upon written notification to Purchaser, Seller may modify the design and construction of the goods in order to incorporate improvements or to

substitute material equal, or superior, to that originally specified. No charge shall be made to Purchaser for modifications made at Seller's option.

13. DUAL USE ITEMS: In accordance with current U.S. government export rules, items made from Hastelloy C-22 alloy, Hastelloy C-276 alloy, and Inconel 718 alloy, forming part of any order fall into the category of "dual use," for which Seller is required to obtain an export license. If an order includes a dual use alloy, the order will not be considered accepted until the U.S. government has issued an export license. Furthermore, the delivery schedule for any good requiring regulatory approval shall only start once Seller has that approval. If the government denies an export license the order will be considered to have been terminated by Force Majeure.

14. PROPRIETARY INFORMATION: All information furnished by Seller is solely for Purchaser's use in connection with the maintenance and operation of the goods and shall not be disclosed to any third party without Seller's prior, written consent.

15. FORCE MAJEURE: Seller shall not be liable nor responsible to Purchaser, nor be deemed to have defaulted under or breached this agreement, for Seller's failure or delay in fulfilling or performing any of its obligations under this agreement if such failure or delay is caused by, or results from, (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) other events beyond the reasonable control of Seller ("Force Majeure"). Seller shall give Purchaser notice within a reasonable time of the Force Majeure event and shall use reasonable efforts to end the failure or delay and ensure the effects of Force Majeure are minimized. Should there ever be any time of performance it shall be extended for a time period equal to the period of Force Majeure and its consequences.

16. GOVERNING LAW: This agreement shall be interpreted in accordance with the laws of the State of Utah, U.S.A., without regard to its conflicts of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Purchaser shall comply with all applicable laws. Seller and Purchaser irrevocably and unconditionally consent to, and submit themselves to, the exclusive jurisdiction of the state or federal courts of Salt Lake County, Utah, as the exclusive jurisdiction and venue for the resolution of conflicts arising from or pursuant to this agreement.



17. INDEMNITY: Seller shall indemnify, defend and hold Purchaser harmless from any claim, cause of action or liability incurred by Purchaser as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Purchaser (a) promptly, within the warranty period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

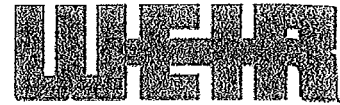
18. U.S. EXPORT COMPLIANCE: Furthermore, as Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the goods provided under the order, including any export license requirements. Purchaser agrees that such goods shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner that will result in non-compliance with such applicable export laws and regulations. It shall be a condition of Seller's continuing performance of its obligations that compliance with such export laws and regulations be maintained at all times. Purchaser agrees to comply with all applicable export laws and regulations of the U.S. Commerce, Treasury, State and Defense Departments or other agency regulating exports from the United States. Purchaser agrees it will not export, re-export or permit the re-export of any Seller good to an ultimate destination of a restricted and/or embargoed country listed by the Department of State, Department of Commerce or the Department of Treasury and/or restricted and/or individuals on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation

Sanction List, Bureau of Industry and Security's Denied Person's List, Entity List and Unverified List and the Office of Foreign Assets Control's Specially Designated Nationals List or any other U.S. government list. Nor will Customer export, re-export or permit the re-export of any Seller good for any prohibited uses under the U.S. export laws.

To the extent that Purchaser subcontracts its services or utilizes agents or third-parties with respect to the provision of the Services to Seller, Purchaser shall incorporate the obligations of this provision with respect to export compliance into its respective subcontracts and agreements with such sub-contracted agents and third parties. All contracts entered into by Purchaser with agents, affiliates, or third-parties, must also include a specific requirement to comply with all laws and regulations (including U.S. export laws).

PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

19. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto and supersedes any previous communications, representations, or agreements, whether oral or written, and is not subject to modification except in writing, signed by an authorized officer of each party.



EnviroTech Pumpsystems, Inc d.b.a.

Weir Specialty Pumps (WSP)

An Unincorporated Division of THE WEIR GROUP PLC

LIMITED WARRANTY

COVERAGE: WSP (Seller) warrants its products to be free from defects in materials and workmanship when operated under the normal conditions for which the products were designed.

WARRANTY PERIOD: This warranty covers a period of twelve (12) months from the date product was placed into service, or eighteen (18) months from the date of shipment, whichever occurs first.

REMEDIES: If the product fails due to defective materials or workmanship within the warranty period, WSP's sole obligation after verification of the defect, shall be at its discretion the repair or replacement of the product. THIS PARAGRAPH PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN A PRODUCT, WHETHER THE FAILURE OR DEFECT ARISES BEFORE, DURING, OR AFTER THE APPLICABLE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND IS SUBJECT TO ALL LIMITATIONS OF LIABILITY FOUND HERE OR ELSEWHERE IN THE TERMS AND CONDITIONS.

OWNER'S OBLIGATIONS: Owner shall notify Seller of a defect within ten (10) days of its discovery. At Owner's expense, the defect may be verified at Owner's site, at Seller's authorized facility, or by returning the product to Seller's factory.

EXCLUSIONS: This warranty does not apply to consumable items that are normally replaced during maintenance; and defects resulting from improper installation, operation, maintenance, storage, neglect, or accident. This warranty does not cover any expense for repairs or alteration performed outside Seller's factory without Seller's prior authorization. Equipment and accessories not manufactured by Seller are warranted only by the original manufacturer's warranty. Seller shall not be liable for costs of removal, transportation, or reinstallation of products. Seller shall not be liable for any consequential, special, incidental, or indirect damages or delays resulting from or related to defective products.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT COULD ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS ALL STATUTORY WARRANTIES.

GSD-31 Rev. June 2014