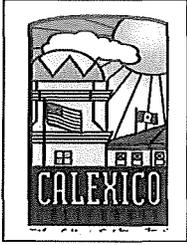


**AGENDA
ITEM
17**



AGENDA STAFF REPORT

DATE: June 5, 2019

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *[Signature]*

PREPARED BY: Lilliana Falomir, Public Works Manager *[Signature]*

SUBJECT: Award Bid Proposal from Flo-Systems, Inc. in the Amount of \$39,598.94 for the Purchase of One (1) Grit Chamber Pump for the Wastewater Treatment Plant.

=====

Recommendation:

It is recommended that the City Council of the City of Calexico approve the following:

1. Award Bid Proposal from Flo-Systems, Inc. in the amount of \$39,598.94 for the Purchase of one (1) Grit Chamber Pump for the Wastewater Treatment Plant.

Background:

On March 22, 2019, the City of Calexico Public Works Department requested bids for the purchase of one (1) Grit Chamber Pump for the Wastewater Treatment Plant. The Grit Chamber Pump is a basin that removes the inorganic particles to prevent damage to the pumps, and to prevent their accumulation in sludge digestors.

Discussion & Analysis:

On April 16, 2019, the Office of the City Clerk received two (2) bids for the purchase of one (1) Grit Chamber Pump for the Wastewater Treatment Plant:

Vendor	Amount
1. Flo-Systems, Inc.	\$ 39,598.94
2. California Environmental Controls	\$42,715.69

After carefully reviewing all bid documentation from Flo-Systems, Inc., Public Works Staff has found that they meet all required guidelines and are the lowest responsible bidder. For this reason, Public Works Staff is requesting City Council authorization the City Manager to purchase one (1) Grit Chamber Pump for the Wastewater Treatment Plant.



Fiscal Impact:

Wastewater Enterprise Fund 547-90-938-56000-000
\$39,598.94

Coordinated With:

Public Works Department.

Attachment(s):

1. Flo-Systems, Inc. Bid
2. California Environmental Controls Bid
3. Bid Specifications for Grit Chamber Pump for Wastewater Treatment Plant.

**CITY OF CALEXICO
OFFICE OF THE CITY CLERK
BID TABULATION**

Bid: Purchase of One (1) Grit Chamber Pump
Dept.: Public Works
Date: 04/16/19
Time: 2:00p.m.
Location: Office of the City Clerk

COMPANY	TOTAL
California Environmental Controls.	\$ 42,715. <u>69</u>
Flo-Systems, Inc.	39,598. <u>94</u>


Gabriela T. Garcia, Deputy City Clerk

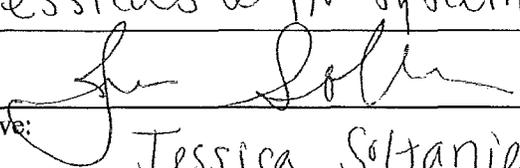
4/16/2019
Date

City of Calexico
Bidder's Acknowledgement Form

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Bidder's agent or representative hereby proposes and agrees to furnish proposed vehicles in strict compliance with these Specification at the prices quoted. The Bidder affirms that, to the best of their knowledge, the bid proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.

Addendums received:

Deadline for Submission: April 16, 2019 at 2:00p.m.

Vendor:	Flo-Systems, Inc
Address:	140 S Chaparral Ct. Ste 140
City, State, Zip Code:	Anaheim, CA 92808
Telephone No.:	714-202-8101
Email Address:	jessicas@flo-systems.net
Signature of Bidder:	
Name of Representative:	Jessica Soltanien
Title with Company:	Operations Manager

City of Calexico
One (1) Grit Chamber Pump
Bid Proposal Submission Form

Award of contract shall be based on the lowest base bid for each vehicle category and not on the basis of the total combined base bid for the various vehicle categories. Award of the contract of each of the vehicle categories will be made independently of the others and may be made to separate bidders.

Price Quotation	Unit Price	Sales Tax	Delivery Cost	Quantity	Total Cost	Extended Warranty Proposed? (Yes or No) (Attach
Grit Chamber Pump	36,581.00	3017.94	N/A	1	39,598.94	yes
Make and Model Proposed:	10. Wemco 3" Model C, see proposal.					

Attachments to this proposal that are required:

1. Extended warranty information, if being proposed.
2. Statement of any deviations from specification



QUOTE #

M05327

Date 4/12/2019

140 S. Chaparral Ct., Ste. 140, Anaheim Hills, CA 92808 | Phone: (714) 202-8101 | Fax: (714) 627-4936
 Website: flo-systems.net

CALIF ENVIRONMENTAL CONTR
 JOE ROMERO
 6739 S WASHINGTON AVE
 P.O. BOX 469
 WHITTIER, CA 90608-0469

Ph: (909) 262-2756

Customer No.	Salesperson ID	Shipping Method		Payment Terms
CAL1021	ED	FOB FACTORY	PREPAID & ALLOWED	N30

Qty	Part Number	Description	Unit Price	Ext Price
1	WEM 3 MODEL C	DESIGNED FOR CONDITIONS OF SERVICE: 100 GPM @ 50' TDH END USER: CITY OF CALEXICO *PERFORMANCE TESTING OF ANY KIND NOT INCLUDED. AVAILABLE UPON REQUEST FOR ADD'LN COST **NOTE: VOLTAGE MUST BE SPECIFIED UPON ORDER** PUMP (1) WEMCO 3" MODEL C GRIT PUMP UNIT CCW ROTATION 4X3 HI-CHROME CASE & IMPELLER (650 BHN HARDNESS) 416SST SHAFT SLEEVE CHESTERTON 442 SPLIT MECH SEAL W/ SPIRAL TRAC 10HP, 1800 RPM , WIRED EITHER 460V (FLA 12.5 AMPS) OR 230V (FLA 25 AMPS), 3PH, 60Hz PREM EFF TEFC MOTOR, WITH OVERHEAD MOTOR MOUNT CONSTANT SPEED BELTS, SHEAVES & BASE. STD FACTORY COATING INCLUDED. WARRANTY 12 MONTHS FROM INSTALLATION OR 18 MONTHS FROM SHIPMENT, WHICHEVER OCCURS FIRST. START-UP & TRAINING INCLUDED. FREIGHT PREPAID & ALLOWED TO FIRST	36,581.00	36,581.00

QUOTED BY JESSICA SOLTANIEH SUBMITTAL LEAD TIME 4-6 WEEKS SHIPMENT 16-18 WEEKS AFTER RECEIPT OF APPROVED SUBMITTALS & RELEASE TO PRODUCTION AND EXECUTED TERMS 1. Equipment quoted is subject to Flo-Systems standard Terms & Conditions attached, unless agreed to otherwise. 2. Accessories, testing, services or anything not specifically mentioned in this quotation are not included. 3. Applicable sales tax will be added to order, or valid resale card for non-taxable. 4. Price reflects a 3.5% cash/check discount off the credit card price.	Subtotal Freight Sales Tax Total	36,581.00 0.00 3,017.94 39,598.94
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Weir Specialty Pumps

440 West 800 South Tel: 801-359-8731
 Salt Lake City, UT 84101 Fax: 801-355-9303
 P.O. Box 209 www.weirsp.com
 Salt Lake City, UT 84110

WEIR
WEMCO®
 Pumps & Systems

PROPOSAL

April 12, 2019

To: To All Bidding Contractors

SUBJECT: WEMCO PUMPING EQUIPMENT
JOB: CITY OF CALEXICO, CA

Thank you for your inquiry for WEMCO equipment. We are pleased to offer our quotation as described below:

Bid Specifications for Grit Chamber Pump

Qty. (1) 4" X 3" MODEL C WEMCO Torque-Flow Pump, complete with;

- CCW rotation
- Hi-chrome iron (650 BHN) pump wet-end materials (case, impeller, intake flange, wearplate)
- Chesterton 442 single split mechanical seal, (silicon carbide seal faces), with CCW Spiral Trac D stainless steel throttle bushing
- Stainless steel shaft sleeve
- 10 HP, 1800RPM, premium efficient, severe duty, electric motors, 3/60/460V
- Fabricated steel, overhead pump/motor baseplate arrangement
- Constant speed sheave belt drive
- OSHA approved, epoxy coated, steel belt guard
- Freight to jobsite

Following items are included in the scope:

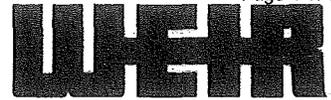
- Tnemec Series high performance coatings

Following items are NOT included in the scope:

- Pump anchor bolts, field hardware, concrete fasteners.
- Controls of any kind including: variable speed drives, control panels, starters, valves, or gauges.

Document and Shipment Schedule:

Document submittal: 4-6 weeks after receipt of order
 Shipment: 16-18 weeks after executed PO and submittal approval



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.

TERMS OF SALE

1. ACCEPTANCE. These terms govern the purchase and sale of equipment, contractors services, etc, referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.

2. PAYMENT. Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.

3. RETENTIONS not previously approved in writing by SELLER are not permitted.

4. BACK CHARGES accepted only upon written approval by SELLER.

5. DELIVERY. SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.

6. RESPONSIBILITY. SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.

7. WARRANTY. For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.

Warranty does not cover removal and installation of equipment.

8. TAXES. Prices are exclusive of all taxes, federal, state local of any kind or nature.

9. TRANSPORTATION. Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.

10. COMPLIANCE WITH LAWS. BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.

11. INDEMNIFICATION. It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.

12. TITLE & LIEN RIGHTS. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.

13. MISCELLANEOUS. Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions

City of Calexico
Bidder's Acknowledgement Form

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Bidder's agent or representative hereby proposes and agrees to furnish proposed vehicles in strict compliance with these Specification at the prices quoted. The Bidder affirms that, to the best of their knowledge, the bid proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.

Addendums received:

Joe Romero, California Environmental Controls

Deadline for Submission: April 16, 2019 at 2:00p.m.

Vendor:	California Environmental Controls
Address:	6739 Washington Ave.
City, State, Zip Code:	Whittier, California, 90601
Telephone No.:	562 945-3425
Email Address:	joer@calencon.com
Signature of Bidder:	
Name of Representative:	Joe Romero
Title with Company:	Outside Sales Manager

City of Calexico
One (1) Grit Chamber Pump
Bid Proposal Submission Form

Award of contract shall be based on the lowest base bid for each vehicle category and not on the basis of the total combined base bid for the various vehicle categories. Award of the contract of each of the vehicle categories will be made independently of the others and may be made to separate bidders.

Price Quotation	Unit Price	Sales Tax	Delivery Cost	Quantity	Total Cost	Extended Warranty Proposed? (Yes or No) (Attach
Grit Chamber Pump	\$38,675.00	\$3,190.69	\$850.00	1	\$42,715.69	
Make and Model Proposed:	WEMCO Model (C-Type) grit pump					

Attachments to this proposal that are required:

1. Extended warranty information, if being proposed.
2. Statement of any deviations from specification



**WATER
TREATMENT
SYSTEMS**

CALIFORNIA ENVIRONMENTAL CONTROLS, INC.
 6739 Washington Ave, P.O. Box 469, Whittier, CA 90608
 (562) 945-3425 / (714) 523-5920
 FAX: (562) 693-5257
 cec@calencon.com / www.cech2o.com

QUOTATION

TO: Calexico WWTP
 298 Anza Rd.
 Calexico, CA 92231

DATE: 4/12/2019

PAGE 1 OF 2

QUOTE NO.: C1802867 Rev. 2

ATTENTION: Arturo Estrada

SUBJECT: Grit Pump Replacement

PHONE NO.: 760-768-2100

REFERENCE: WWTP

EMAIL: aestrada@calexico.ca.gov

EQUIPMENT / SERVICE TO BE OFFERED ON THE FOLLOWING:

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENTION
1	1	WEMCO Model C Grit Pump Including: • Hi chrome wetted parts with 650 Brunel hardness • Base-mounted with belts and sheaves • Chesterton 442 split mechanical seal with spirial trac • 4" x 3" suction and discharge • Top mounted motor, 10HP, 1800 RPM, 3PH, CCW rotation • Stainless steel shaft sleeve with packing • Epoxy coated steel base-plate • Start-up instructions are included • 100 GPM @ 50' TDH	\$38,675.00	\$38,675.00
		Tax @ 8.25%.....	\$3,190.00	\$3,190.00
		Freight.....	\$850.00	\$850.00
		Total.....	\$42,715.00	\$42,715.00
		<u>Exclusions</u> • Offloading • Storage • Installation • Electrical Services * Fees *Permits *Licenses		

NOTE: PRICE(S) DOES (DO) NOT INCLUDE TAX UNLESS SPECIFICALLY NOTED

TERMS: NET 30 DAYS, upon approved credit
 EST. DATE OF SHIPMENT: 16-18 weeks
 EST. SHIPPPING WEIGHT: 700 lbs.
 F.O.B.: Pre-pay and add

CALIFORNIA ENVIRONMENTAL CONTROLS, INC.
 BY Joe Romero
 Salesman / Representative
 Please sign and return original copy. Retain duplicate copy for your records.
 ACCEPTED BY _____
 Title _____ Date _____

IMPORTANT: • Prices specified herein are exclusive of all taxes unless specifically noted
 • This proposal is subjected to all terms and conditions on page 2 of this quotation



STANDARD TERMS AND CONDITIONS

C1802867 Rev2
PAGE 2 OF 2

1. **AGREEMENT.** The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and California Environmental Controls, Inc., a California corporation ("Seller").

2. **TERMS OF SALE.** (a) **TAXES:** Prices specified herein on the Goods are exclusive of all local, state and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) **TERMS OF PAYMENT:** Net cash, due 30 days following the date of shipment of the Goods to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) **SECURITY INTEREST:** Until payment in full of the purchase price therein specified, seller reserves a security interest in the goods securing payment of such purchase price. (d) **DELIVERY:** Prices quoted are f.o.b. point of origin of shipments. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required.

3. **ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or different terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code, and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.

4. **CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.

5. **INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt and to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.

6. **DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers including, without limitation, failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargoes, regulations, war, insurrection or terrorist acts. The non occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.

7. **DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.

8. **RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2.(d), above, all risk or loss shall pass to the Buyer when the Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 5, above, shall be a precondition to any claim by Buyer for loss of damage in transit), all risk or loss shall pass to the Buyer when the Goods are delivered by Seller to the carrier.

9. **RETURNS.** In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will in any event be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped freight prepaid and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.

10. **DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a) Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) Require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and relake the same and repossess all Goods which may be stored with Seller, in which case Buyer consents that all Goods so recalled, relaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.

11. **ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement Buyer agrees to pay all costs of collection and enforcement incurred by Seller including without limitation Seller's reasonable attorney's fees and court costs.

12. **ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.

13. **NO CONSEQUENTIAL DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including, without limitation, claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer and Buyer further agrees that Seller shall not be liable for any special consequential, punitive or exemplary damages.

14. **MISCELLANEOUS PROVISIONS.** (a) **Field Supervision:** Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement. (b) **Governing Law / Consent to Jurisdiction:** This Agreement shall be deemed to be accepted at the Seller's office in Whittier, California, as a contract made in the State of California and it is the intention of the parties hereto that all terms, conditions and provisions hereof shall be governed by the Internal laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (c) **No Waiver:** No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (d) **Severability:** Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.

15. **VALIDITY.** The price quoted is firm for thirty (30) days, unless otherwise identified on the front page of this quotation.

16. **ERRORS.** California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to California Environmental Controls, Inc.

17. **TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.

18. **WARRANTIES.** THE SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE DESCRIPTION, QUALITY OR MERCHANTABILITY OF THE GOODS, OF THEIR FITNESS FOR ANY PARTICULAR PURPOSE OF PRODUCTIVENESS, OR THAT THE BUYER SHALL HOLD THE GOODS FREE OF THE CLAIMS OF ANY THIRD PERSON BY WAY OF PATENT OR TRADEMARK INFRINGEMENT, OR ANY OTHER MATTER EXCEPT UNDER THE CONDITIONS AND TO THE EXTENT, IF ANY, THAT THE GOODS ARE WARRANTED BY THE MANUFACTURER, WHOSE WARRANTY WILL BE FURNISHED BY THE SELLER UPON WRITTEN REQUEST FROM THE BUYER. Neither Seller nor Seller's manufacturer or supplier shall incur any liability or any manufacturer's warranty, if one exists, unless and until Seller has first been given a reasonable opportunity to inspect the Goods alleged to be defective and the installation and use made thereof by Buyer and to suggest and/or make corrections.



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.

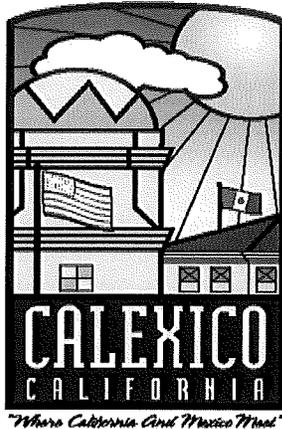
OWNER'S OBLIGATIONS: Owner shall notify Seller of a defect within ten (10) days of its discovery. At Owner's expense, the defect may be verified at Owner's site, at Seller's authorized facility, or by returning the product to Seller's factory.

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

CITY OF CALEXICO



Bid Specifications For Grit Chamber Pump For Wastewater Treatment Plant

**Public Works Department
608 Heber Avenue
Calexico, California 92231
760/768-2160
www.calexico.ca.gov**

March 22, 2019

**CITY OF CALEXICO
Public Works Department**

Request for Bids

Notice is hereby given that the City of Calexico will receive sealed bid for the following equipment:

One (1) Grit Chamber Pump

Sealed bids will be received at the office of the City Clerk of the City of Calexico at the City Hall, 608 Heber Avenue, Calexico, California until 2:00p.m. on Tuesday, April 16, 2019, at which time they will be publicly opened and read at the above stated time and place.

Bid forms and specifications for this equipment can be obtained at the Public Works Department, City of Calexico, City Hall, 549 Pierce Avenue, Calexico, California 92231 or by visiting the City of Calexico website at www.calexico.ca.gov. No bid will be received unless it is made on a bid form furnished by the Public Works Department.

If you have any questions or require additional information, please do not hesitate to contact the Public Works Department at 760/768-2160.

Lilliana Falomir
Public Works Manager

**CITY OF CALEXICO
ONE (1) GRIT CHAMBER PUMP**

**SECTION 1
GENERAL INFORMATION AND INSTRUCTIONS**

General

The City of Calexico (hereinafter referred to as the “City”) is soliciting bid proposals for the purchase of one (1) Grit Chamber Pump for the Wastewater Treatment Plant.

Notice

The City of Calexico (hereafter referred to as the “City”) reserves the right to reject any or all bid proposals or any portion thereof and to accept the bid proposal deemed most advantageous to the City.

Bidders are required to submit quotations on the basis of these specifications. Any exceptions to terms requested herein must be clearly noted in writing and be included as a part of the bid proposal.

The City believes that the data contained in these specifications is sufficient for the preparation of bid proposals. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing by email to Lilliana Falomir, Public Works Manager at falomirl@calexico.ca.gov. Any written information given to any bidder concerning the bid will be furnished to all bidders as an addendum to the RFP.

Reservation of Rights

The City expressly reserves the right to:

- Accept one or more bid proposals.
- Reject any bid proposal received, or portion thereof.
- Cancel the entire bid.
- Issue a subsequent bid.
- Remedy technical errors in the bid process.
- Waive informalities and irregularities.
- Contact any bidder for clarification after the bid proposals are opened.
- Negotiate with any, all, or none of the respondents to the bid.
- Accept any bid proposal in whole or part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations take place, they shall not constitute a rejection or an alternate bid.
- Accept the bid proposal deemed most advantageous to the City.

Preparation of Bid Proposal

The bidder shall prepare their bid proposal in duplicate on the attached bid proposal forms with attachments as necessary to fulfill the specifications contained herein. Unless otherwise stated, all blank spaces on the bid proposal page or pages, applicable to the subject specification, must be correctly filled in. A unit price must be stated for each and every item, either typed in or written in ink. Any exceptions or deviations from the requested products must be clearly indicated in writing and must be submitted with and form a part of the proposal form. Failure to follow this instruction will be grounds for disqualification of a bid proposal.

Submission of Bid Proposal

Sealed bids will be received at the office of the City Clerk of the City of Calexico at the City Hall, 608 Heber Avenue, Calexico, California until 2:00p.m. on Tuesday, April 16, 2019, at which time they will be publicly opened and read at the above stated time and place. On the front of each envelope shall be written the following words "ONE (1) GRIT CHAMBER PUMP."

No telephone, fax or e-mail bid proposals will be accepted. The City will not be responsible for missing, lost or late mail. Any bid proposals received after the date and time set for the deadline for receipt of bid proposals will be returned to the bidder unopened.

Withdrawal of Bid

Bidders may withdraw their bid proposals at any time up to the time specified as the closing time for acceptance of bid proposals. However, no bidder shall withdraw or cancel their bid proposal for a period of sixty (60) days after said closing date for acceptance of bid proposals. The successful low bidder shall not withdraw or cancel or modify their bid proposal, except at the request of the City, after having been notified that said bid proposal has been accepted by the City.

Interpretation of Specifications

If any person contemplating submitting a bid proposal is in doubt as to the true meaning of any part of these specifications, they may submit to Lilliana Falomir, Public Works Manager, a written request for interpretation thereof. Requests for interpretation must be received by 5:00 pm on Wednesday, April 10, 2019.

Addendums to Request for Proposals

If it becomes necessary to revise any part of this request for proposals, a written addendum will be provided to all bidders who are known to be participating in the RFP process. Bidders must acknowledge on the Proposer's Acknowledgement Form (Attachment A) the receipt of all addendums in order for their bid proposal to be considered. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change.

Deviation from Specified Requirements

Bidders must specifically state each specified item that is not being included in the bid proposal. It will not be acceptable to simply refer to an enclosed specimen contract. Failure to follow this instruction will be grounds for disqualification.

These specifications are not intended to be restrictive with respect to any alternative proposal if a distinct advantage can be demonstrated. Bid proposals failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

Criteria Used in Evaluating Bid Proposals

1. Bid proposals will be carefully evaluated for cost effectiveness and for compliance with the requirements contained in the specifications.
2. The bid be awarded to the responsible vendor(s) who submits a superior but economical proposal based on an analysis of its compliance with the specifications.

Qualifications of Companies Submitting Bid Proposals

The City reserves the right to require the successful bidder to provide a list of customers to whom the bidder has sold the subject vehicles in the prior twelve months, including a list of public entity references in California.

Compliance with Laws

All bidders involved shall observe and comply with all regulations, laws, ordinances, etc., of local, state, and federal governments as they apply to this bidding process.

Unit Pricing

This bid proposal must be prepared using unit pricing

Authorized Signature

All bid proposal forms must be signed by persons who have legal authority to bind the bidder to the vehicles and prices that are reflected in the bid proposal.

Disqualification and Rejection of Bid Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

Award of the Bid

Award of the bid shall be based on the lowest base bid. Award of the bid of each of the vehicle categories will be made independently of each other and may be made to separate bidders.

Determination of Compliance with Specifications

The Public Works Manager or his designee will be responsible for assuring that the delivered vehicles comply with the successful bidder's bid proposal and will make the final determination of compliance. This examination will take place on the date of delivery.

Delivery of Equipment

It is anticipated that the successful bidder will be notified on or around May 2, 2019. The bidder will be required to specify the number of days that will be required for delivery from the date of the award of the bid. The successful bidder will be expected to be able to deliver the requested vehicles within the specified delivery period.

Rejected Equipment

If the equipment is rejected for failure to comply with the specifications, it shall be the responsibility of the bidder to remove the vehicle from the City's premises at their expense.

Terms of Payment

Invoices submitted for the purchase of the equipment will be paid upon delivery and acceptance by the City of the vehicle including the receipt of all necessary documentation for obtaining titles and licenses to the vehicles. The City requires five business days' notice of the confirmed delivery date in order to prepare payment. Billing address for invoices under this bid proposal is:

City of Calexico
C/o Accounts Payable
608 Heber Avenue
Calexico, CA 92231

SECTION 2 SPECIFICATIONS

Bid Specifications for Grit Chamber Pump

The following specifications describe the minimum requirements for a grit chamber pump. The equipment bid shall be new, identifying equipment manufactured the same year or succeeding year of the bid, of a current design and production model, and available to the commercial market. Any additions, deletions or variations from the following specifications must be noted, or the bid will be rejected. Standard items appearing in the manufacturer's published specifications furnished by the bidder shall be included in the bid unless otherwise noted. One copy of the manufacturer's published specification shall be included with the bid.

Specifications:

WEMCO Model C Grit Pump including and/or equivalent to:

- Hi chrome wetted parts with 650 Brunel hardness
- Base-mounted with belts and sheaves
- Chesterton 442 split mechanical seal with spiral trac
- 4" x 3" suction and discharge
- Top mounted motor, 10HP, 1800 RPM, 3PH, CCW rotation
- Stainless steel shaft sleeve with packing
- Epoxy coated steel base-plate
- 100 GPM @50' TDH
- 10HP Motor starter, 30 AMP breaker

Warranty

The grit chamber pump shall include the following:

- 12 months from day of installation
- 18 months from day of shipment

Delivery

The City of Calexico must have the Grit Pump delivered by August 31, 2019.

Training

- Upon delivery of completed units, selling vendor shall perform an equipment "in-service" training seminar, at City of Calexico facilities.

SECTION III
BID PROPOSAL SUBMISSION FORMS

City of Calexico
Bidder's Acknowledgement Form

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Bidder's agent or representative hereby proposes and agrees to furnish proposed vehicles in strict compliance with these Specification at the prices quoted. The Bidder affirms that, to the best of their knowledge, the bid proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.

Addendums received:

Deadline for Submission: April 16, 2019 at 2:00p.m.

Vendor:
Address:
City, State, Zip Code:
Telephone No.:
Email Address:
Signature of Bidder:
Name of Representative:
Title with Company:

City of Calexico
One (1) Grit Chamber Pump
Bid Proposal Submission Form

Award of contract shall be based on the lowest base bid for each vehicle category and not on the basis of the total combined base bid for the various vehicle categories. Award of the contract of each of the vehicle categories will be made independently of the others and may be made to separate bidders.

Price Quotation	Unit Price	Sales Tax	Delivery Cost	Quantity	Total Cost	Extended Warranty Proposed? (Yes or No) (Attach
Grit Chamber Pump				1		
Make and Model Proposed:						

Attachments to this proposal that are required:

1. Extended warranty information, if being proposed.
2. Statement of any deviations from specification