

DATE: 11/17/2015

Vendor No.

Fax:

16,496.30

Rev: FY15

JTS 11/18/15

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.



240 Industrial Park Drive
Forsyth, Georgia 31029
Phone: 478-994-2848
Fax: 478-994-6857

www.pmc enterprises.com

Quote

Customer ID

00566

Attn

Wally Brown

Quote Date

11/12/2015

cc

Quote Number

2FRQ10202

Job Number

2FR10423

Customer Information

Griffin, City of
100 South Hill Street
3rd Floor
Griffin, Ga 30224

Ship To Information

Griffin, City of
Attn: Wally Brown
2940 West Ellis Road
Griffin, GA 30224

Quote By: Walter Alexander

PO #:

RFQ #:

Salesperson: Al Matthews

Phone: (770) 229-6608

Fax:

Nameplate Information

ID 2FM10440
Make Marathon
Rating 40 HP
RPM 1765
Frame 324TCVZ
Enclosure ODP
Poles 4
Rated V. 230/460
Rated A. 106/53
ODE Brg# 311
DE Brg# 312
Serial # M65020099-04/13-01
Model JVD324TTDR8375BTL
of Phases 3
Frequency (Hz) 60

Type TDR
Configuration Vertical
Duty Continuous
Max. Ambient Temp. 40 Degree
Insulation Class F
NEMA Design B
NEMA Code F
Service Factor 1.15
Nominal Efficiency 89.5
Power Factor .78
Weight (lbs.) 432
Application LS#7
Pump - Make Fairbanks Morse
Pump - Serial # 1944691

Quote Information

Reason For Repair: Inspect pump for leaking seal. Pull pump for repair at PMC if needed.

Required Work:

- 10-20-15 Completed
- Technicians travel to and from customer site.
- Pull pump # 1 to clean volute and seal housing gasket/o-ring surface to attempt leak repair. O-ring needs to be replaced.
- Collect data for #2 pump and motor reconditioning.
- #2 Motor/Pump Reconditioning**
- Technicians travel to and from customer site.
- Lock-out # 2 motor and remove wire connections.
- Pull pump and motor from dry well and transport to PMC for repair.
- Motor reconditioning with new bearings and rotor balance.
- Pump reconditioning with new mechanical seal and sleeve.
- Technicians install reconditioned pump and motor assembly.
- Terminate motor wire connections and test operation.

Comments: Impeller replacement price if needed \$6959.00 - 6-8 Weeks Del.

Reconditioning price does not include any machine work.

Quote Break down as Follows

- On-Site Field Service \$ 3420.00
- Motor Reconditioning \$ 1263.00
- Pump Repair in Shop \$ 4854.30

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

QF20.0-1 Rev. 2

Quote



240 Industrial Park Drive
Forsyth, Georgia 31029
Phone: 478-994-2848
Fax: 478-994-6857

www.pmc enterprises.com

Customer ID

00566

Quote Date

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Quote Number

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Job Number

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Wally Brown

Customer Information

Griffin, City of
100 South Hill Street
3rd Floor
Griffin, Ga 30224

Ship To Information

Griffin, City of
Attn: Wally Brown
2940 West Ellis Road
Griffin, GA 30224

Quote By: Walter Alexander

PO #:

RFQ #:

Salesperson: Al Matthews

Phone: (770) 229-6608

Fax:

Terms: Net 30

Pick Up On

Lead Time

Total Price

Repair Based on Straight Time:		2-3 Weeks ARO	9,537.30
Repair Based on Overtime:			
New Replacement Unit(s):	1944691-Fairbanks Morse Pump Replacement for Serial # 1944691. Basic Pump with Motor, 25 feet of Power and Control Cable.	12-14 Weeks	26,850.00 (+ Tax and Freight)
Return, not Repaired:			

Quote is valid for 30 days

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

QF20.0-1 Rev. 2



CITY OF GRIFFIN

SOLE BRAND*/SOLE SOURCE JUSTIFICATION

Request Type and Details

- ☐ Sole Brand* – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. If not available in 100 mile radius, it will be treated as a sole source purchase.
- ☒ Sole Source – The item(s) requested has necessary features and is available only from a single manufacturer or from a single dealer with exclusive distribution rights. Sole source justifications should be confirmed annually.

Identify the efforts made to locate other sources:

Have located other services, but they can't provide service within the time frame needed.

Vendor/Source Name/Address:

PMC Walter Alexander 240 Industrial Park Drive Forsyth GA 31029

Vendor/Source Contact:

Walter Alexander
PMC (478) 994-2848

Phone:

(478) 994-2848

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name):

Lift Station #7 Pump #2 reconditioning with option of new impeller if needed.

Exclusive Capability: Provide a detailed description of proposed source's unique capabilities and/or performance of work and why this is the only source.

Have worked with this vendor before at this location. Vendor is local and can provide emergency services needed within the desirable time frame.

Request Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit.

Date of Request:

11-17-2015

Requestor:

W. Brown / R. Clark

Department:

Water/Wastewater

Dept Accting Code:

505-4336-52-2200-0000

Phone:

(678) 815-3030

Purchasing Use Only ↓

Date Processed:

Date Posted to GPR:

Bid #:

Outcome:

Awarded Sole Source

Issued PO/Contract

Competitive Bid

Number of Protests

*This form may also be used for Sole BRAND purchases if there is only one dealer within the State of Georgia or 100 mile radius of Griffin. Sole Brands are specific items that may be available on the open market from multiple dealers.

Sole Brand Guidelines

Sole brand items have unique performance features not found in other items but are available on the open market from multiple sources.

Sole Brand purchasing is an exception to the procurement policies. Such requests should not be made unless you are certain there is a valid requirement and adequate documentation to qualify for this exception. The brand name procurement request must clearly demonstrate that the acquisition of the brand name product is:

1. Unique and essential to the department's requirements, thereby precluding consideration of a product manufactured by another company, or
2. Required to match other similar product already in place and the use of an alternate product would cause the department to incur substantial additional costs, and you provide specific information regarding the equipment you are matching.

In order for a request to be considered for Sole Brand, the justification form must be completed and signed. This justification will remain on file for review by auditors.

Factors which do not apply to Sole Brand:

1. Personal preference for the product or vendor.
2. Lack of advance planning.
3. Concerns related to the amount of funds (spending before they expire).
4. Explanation for the actual need and basic use of the item, unless the information relates to the request for unique factors.
5. The statement "No Substitution" will not be considered without completion of the justification.

Sole Source Guidelines

Sole source items have unique performance features not found in other items AND are only available from a single manufacturer or dealer with exclusive distribution rights.

Sole source purchasing is an exception to the procurement policies. Such requests should not be made unless you are certain there is a valid requirement and adequate documentation to qualify for this exception. The sole source procurement request must clearly demonstrate:

1. That there is only one source or only one supplier within the predetermined radius that can provide the goods or services in accordance with the requirements of the department.
2. The existence of limited rights in data patent rights, copyrights or secret processes make the supplies or services available from only one source. Note – the mere existence of such rights do not justify a sole source.
3. Addition of new work that was not within the scope of (or incidental to) the original contract scope of work, either as part of the base contract or as an option, is subject to sole source justification.
4. To match and 'intermember' is an acceptable justification of sole source when you provide specific information regarding the goods/equipment you are matching.

In order for a request to be considered for Sole Source, the justification form must be completed and signed. This justification will remain on file for review by auditors.

Factors which do not apply to Sole Source:

1. Personal preference for the product or vendor.
2. Lack of advance planning.
3. Concerns related to the amount of funds (spending before they expire).
4. Explanation for the actual need and basic use of the item, unless the information relates to the request for unique factors.
5. The statement "No Substitution" will not be considered without completion of the justification.