



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 19, 2016

DEPARTMENT: Purchasing

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Purchase of Morris Series Pumps

FINANCIAL IMPACT:

ORIGINAL BUDGET: 325,564.92

CLEAN WATER 2020?: No

The Wastewater Treatment Plant has requested the purchase of four (4) Morris Series 7100, EC (Extra Capacity) Pumps.

I respectfully request City Council's approval for this purchase using the sole source vendor, Heyward, at the following quantity and cost plus S.C. sales tax.

Qty.	Description	Unit Price	Extended Amount	Request Total
4	Morris 7100, EC Pumps	\$75,088.00	\$300,352.00	
	Freight		\$ 1,097.00	
	Sales Tax		\$ 24,115.92	
				\$325,564.92

Heyward is located in Charlotte, NC.

This will be charged as follows:

Utilities Metro Wastewater PLT/ Machinery and Equipment- Capital
5516208-658300 \$ 325,564.92

ATTACHMENTS:

- Morris Pump Quote and Sole Source Document (PDF)

Joseph McMichael
 Phone (803) 545-0214
 Fax: (803) 343-8781
 jomcmichael@columbiasc.net

Heyward SERVICES

Sales Quotation

For SO #: (Morris) M-24391

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Metro WWTP/Columbia, SC 1200 Simmon Tree Lane Columbia SC 29201 USA

Information	
Quotation Number	4542 rev2
Sales Quote Amt.	300,352.00
Customer Code	C10175
Document Date	06/08/16
Valid Until	06/30/16

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount
MP7100	Morris Series 7100, EC, VPM, Model 1214204V-D2	20 weeks	4	\$ 75,088	\$ 300,352.00

Rated capacity: 5000/3220 GPM at 46/21 feet TDH at 880/585 RPM

Replacement for SN M24391 (1981)

This alternate includes the new style D2 bearing frame in lieu of the old style 2E originally supplied.

For each of the two items we previously quoted direct replacement pumps with the old-style "2E" bearing frame and also alternates with the current "D2" bearing frame. In each case the bearing frame design will not impact the pump mounting or piping connections. However, any existing spare bearing frame parts for the old units will not be compatible with the new D2 design (e.g. shaft, bearings). Factory highly recommends going with the new D2 bearing frame design. This will be less costly and will help assure the availability of replacement parts in years to come.

We have revised this quote to reflect only the pump with the new D2 bearing frame design per customer's instructions.

HEYWARD SERVICES STANDARD TERMS AND CONDITIONS OF SALE

1. Purchase Orders

All purchase orders shall be address to Heyward Services, Charlotte, North Carolina and shall be subject to acceptance by Heyward Services.

2. Exceptions

Sale of the equipment and services identified on the face of this quotation will be solely upon the terms and conditions set forth herein. These terms and conditions supersede and reject any conflicting terms and conditions of the purchaser, any statement in the purchaser's terms and conditions to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you. We shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Heyward Services.

3. Credit

All purchase orders received are subject to credit approval of Heyward Services. We reserve the right to suspend or delay shipments of material covered by your purchase order if in our opinion, there is sufficient reason to suspect potential payment default. In such a case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from you may be required by us before shipment of material is made. Acceptance by us of less than full payment shall not be a waiver of any of our rights.

4. Warranties

Heyward Services is not a manufacturing firm; therefore, the warranties for the material identified hereon is subject to such warranties as may be given by their respective manufacturer. THESE PROVISIONS CONSTITUTE SELLERS SOLE WARRANTY AND HEYWARD SERVICES MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND NO EXPRESSED OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.

5. Shipment

All shipments will be made F.O.B. shipping point unless otherwise specified in this quotation. In the absence of specific instructions, Heyward Services will select the carrier. Title to and risk of loss for the material shall pass to the purchaser upon delivery to the carrier or delivery service. Material held for the purchaser or stored for the purchaser shall be at the risk and expense of the purchaser.

6. Seller's Liability

Seller shall not be liable for any loss, damage, cost of repair, incidental or consequential damage of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the products. Seller's maximum liability shall not in any case exceed the contract price for the products claimed to be defective or unsuitable.

7. Returned Goods

Heyward Services will not accept products for return unless prior written permission of Heyward Services has been obtained.

8. Backcharges

Under no circumstances will Heyward Services accept any backcharges from the contractor or owner unless Heyward Services participated in and agreed, in writing, with the decisions which resulted in the backcharge.

9. Errors

Heyward Services reserves the right to correct clerical or stenographic errors or omissions.

10. Field Services

Whenever a Field Service Representative is provided by Heyward Services, the representative shall act only in an advisory capacity. He will interpret the Company's drawings, advise the purchaser regarding the sequence of steps in erection, installation, inspection, start-up, dismantling, or repairs and explain features and components of the Company's products and their function. He will offer constructive criticism of work conditions, methods, and procedures at the jobsite. He will not be required to superintend or supervise personnel supplied by the purchaser or train them in their respective crafts in connection with the performance of their work. If, however, at the request of the purchaser and if Heyward Services agrees that the representative will act in another capacity, he shall do so in accordance with normal standards of the industry for that type of work. Whenever Heyward Services is involved in rehabilitative work for a customer, there is no warranty extended that repair or rehabilitative work performed will be successful. All risk in such cases shall be with the purchaser and decisions with respect to repair or replacement of the purchaser's equipment or parts thereof, shall remain solely with the purchaser. Neither Heyward Services nor the representative shall be responsible for any acts, omissions, or workmanship of employees, contractors, subcontractors, or agents of the purchaser or for their failure to follow the advice or instructions of the representative.

11. Purchaser's Responsibility

Purchaser shall furnish at his own expense and responsibility, all cranes, rigging, tools, facilities and equipment, material and repair or replacement parts, together with sufficient skilled and common labor and foreman, supervisors, and interpreters for the efficient performance of all work. He shall further designate a person in his organization to represent him fully at the site in all contacts and dealings with the representative. The purchaser's representative shall be responsible for coordinating the work and shall be in charge of labor, supplies, tools, and facilities to be furnished by the purchaser. Purchaser's representative shall inspect and shall be authorized to accept all details of the work as they are completed.

12. Entire Agreement.

Terms and provisions contained in this proposal shall constitute the entire agreement between Heyward Services and the person or organization to whom this proposal is directed.

HS-1-00

BE ~~THINK~~ INNOVATE

GRUNDFOS 

To: Whom it may concern at City of Columbia SC

From: Gary Reid – District Sales Manager, SE Region
Water Utility – Grundfos North America

Subject: **Morris Sole Source Representative – Columbia SC**

Let it be known by all parties that Heyward Incorporated is the sole source provider for Morris pump parts and Morris pumps for the Municipal Market, in Columbia SC. All inquiries for parts and service related issues for the Morris products should be directed to Heyward Incorporated.

Regards,

Gary Reid
District Sales Manager SE
Grundfos Water Utility
205-704-1466
gsreid@grundfos.com

GRUNDFOS CHICAGO
3905 Enterprise Court
Aurora, IL 60598-0620
Phone (630) 236-5500
Fax (630) 236-5511

Heyward SERVICES

Joseph McMichael
City of Columbia Department of Utilities & Engineering
Metro Wastewater Treatment Plant
1200 Simmon Tree Lane
Columbia, SC 29201

Dear Joe:

This is to advise that we, Heyward Services, are the authorized Manufacturer's Representative for the Morris Pumps at your WWTP, and are the sole-source for supplying parts for the existing Morris Pump equipment to the City of Columbia.

We offer such services as plant inventory, spare parts recommendations, and consultations by our Sales Engineers for upgrades, conversions, and retrofits.

Anytime you require pricing for Morris Pumps or Morris Pump parts, whether originally furnished under Grundfos, Yeomans, Goulds, or Morris ownership at the time of sale; please call us and we will be happy to handle your requirements.

Should your needs include installation and/or rebuild services, then the Authorized Repair Center is Charles R. Underwood in Sanford, NC.

If you have any questions, or there's anything we can help you with, please let us know.

Very truly yours,

A. Douglas Wilson

A. Douglas Wilson

cc: Ashley Dove
David Johnson
Kathryn Baker