

**ADDENDUM NUMBER 1
CITY OF EDGEWATER
RFP 20-ES-003 LIME SLURRY PUMPS FOR WTP**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of RFP 20-ES-003 LIME SLURRY PUMPS FOR WTP for the above as fully and completely as if the same were fully set forth therein.

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**CLARIFICATIONS/ADDITIONAL LANGUAGE**

- Page 6, Section 2 – The design point of the requested pumps should be 30gpm. However, the stated values of 10 gpm low-flow and 45 gpm high-flow should be considered approximate estimates. For example, a pump with a high-flow capacity of 40 gpm would not be dismissed and would be considered along with all responses.

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QUESTIONS AND ANSWERS

Q1. Do you anticipate extending the bid due date?

A1. NO

Q2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

A2. All pertinent details are included in the bid document or the resulting addenda

Q3. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?

A3. NO

Q4. Other than your own website, where was this bid posted?

A4. The City Utilizes Demand Star www.demandstar.com to release Bids/RFP's and quotes. In addition, the solicitation was posted on the State of Florida, Office of Supplier Diversity website and on the Current Bid board in City Hall.

Q5. On page 7 paragraph 4) Terms and Conditions of Contract, the RFP states:

A contract/agreement resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this RFP. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Council.

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Can we please review the terms and conditions set forth in a standard City Contract?

A5. Per Section 1A – “For the purposes of this solicitation, a Purchase Order, in lieu of a contract, will be issued as a result of the award of this RFP. “Contract” in this document will be understood as a reference to a Purchase Order.” Purchase Order Terms and Conditions are attached as a part of this addendum.

Q6 Could you please reconfirm the duty points on the pumps? We are considering a couple options but simply need flow rates confirmed.

A6. The design point for the pumps is 30 gpm at 22 ft hydraulic head. Please provide turn-down curves to evaluate the effects of increasing and decreasing pump speed via VFD’s.

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**ATTACHMENTS**

- **TERMS AND CONDITIONS**
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Signature acknowledges receipt and understanding of this addendum.

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**CITY OF EDGEWATER  
TERMS AND CONDITIONS**

**1. PURCHASE ORDER NUMBER:**

THIS PURCHASE ORDER NUMBER AND THE SELLER'S NAME MUST BE CLEARLY SHOWN ON ALL INVOICES, PACKING SLIPS, DELIVERY RECEIPTS, AND CORRESPONDENCE. FAILURE TO CLEARLY INDICATE THIS PURCHASE ORDER NUMBER MAY RESULT IN THE RETURN OF INVOICES.

**2. ACCEPTANCE:**

ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER SHALL BECOME PART OF THE CONTRACT BETWEEN THE CITY OF EDGEWATER AND THE VENDOR/SELLER; THE VENDOR'S/SELLER'S DIFFERENT OR ADDITIONAL TERMS WILL NEVER BECOME PART OF THIS CONTRACT.

**3. DELIVERY, TITLE & RISK OF LOSS:**

TITLE SHALL PASS TO THE CITY OF EDGEWATER ON DELIVERY OF THE CONFORMING GOODS TO THE DESIGNATED LOCATION. NOTWITHSTANDING ANY AGREEMENT TO PAY FREIGHT, EXPRESS OR OTHER TRANSPORTATION CHARGES, THE RISK OF LOSS OR DAMAGE IN TRANSIT SHALL BE UPON THE VENDOR/SELLER. DELIVERY SHALL NOT BE COMPLETE UNTIL THE GOODS AND OR SERVICES HAVE BEEN RECEIVED, INSPECTED, AND ACCEPTED BY THE CITY OF EDGEWATER.

COLLECT SHIPMENTS WILL NOT BE ACCEPTED IN THE EVENT THAT THE CITY AGREES TO PAY THE FRIEGHT, ALL FREIGHT CHARGES SHALL BE FULLY PREPAID AND INCLUDED ON THE INVOICE. THE ORIGINAL BILL MUST BE INCLUDED WITH THE INVOICE.

**4. WARRANTY:**

THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES SUPPLIED HEREUNDER WILL BE OF GOOD WORKMANSHIP AND OF PROPER MATERIALS, FREE FROM DEFECTS AND IN ACCORDANCE WITH SPECIFICATIONS. IF THE VENDOR/SELLER KNOWS THE CITY'S INTENDED USE, THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES ARE SUITABLE FOR THE INTENDED USE.

**5. REMEDIES:**

REGARDLESS OF WHETHER GOODS ARE BEING SOLD, LICENSED OR LEASED OR WHETHER SERVICES ARE BEING PERFORMED, THE VENDOR/SELLER AND THE CITY OF EDGEWATER AGREE THAT BOTH PARTIES HAVE ALL THE UNIFORM COMMERCIAL CODE RIGHTS, DUTIES, AND REMEDIES AVAILABLE.

**6. CONFLICT OF LAWS:**

THIS AGREEMENT TO PURCHASE AND THE PERFORMANCE OF THE PARTIES HEREUNDER SHALL BE CONSTRUED WITH AND GOVERNED BY THE LAWS OF THE CITY OF EDGEWATER AND THE STATE OF FLORIDA.

**7. MODIFICATIONS:**

NO MODIFICATION IN PRICE, DELIVERY, METHOD OR SCHEDULE, QUANTITY, QUALITY, SPECIFICATIONS OR ANY OTHER TERM OF THE CONTRACT WILL BE EFFECTIVE UNLESS AGREED TO IN WRITING, AND SIGNED BY AN AUTHORIZED PURCHASING AGENT.

**8. TAXES:**

THE CITY OF EDGEWATER FLORIDA IS EXEMPT FROM THE PAYMENT OF ALL FEDERAL EXCISE TAXES AND SALES TAXES OF THE STATE OF FLORIDA, AND GENERALLY ALL OTHER STATE GOVERNMENTS. VENDOR/SELLER SHALL FURNISH THE PROPER EXEMPTION CERTIFICATE

**State of Florida sales tax exemption number: 85-8013848356C7**

**Federal Employee Identification number: 59-6000-314**

**9. PATENTS & ROYALTIES:**

THE VENDOR/SELLER, WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF EDGEWATER AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OF KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY COPYRIGHTED, PATENTED OR UNPATENTED INVENTION, PROCESS OR ARTICLE MANUFACTURED OR SUED IN THE PERFORMANCE OF THE CONTRACT, INCLUDING ITS USE BY THE CITY OF EDGEWATER. IF THE VENDOR/SELLER USES ANY DESIGN, DEVICE, OR MATERIALS COVERED BY LETTER, PATENT OR COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOOD WITHOUT EXCEPTION THAT THE LISTED PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE OR MATERIALS IN ANY WAY INVOLVED WITH THE WORK.

**10. INVOICING/PAYMENTS:**

FURNISH ALL INVOICES IN DUPLICATE AND MAIL TO THE ADDRESS INDICATED ON THE FRONT. SEND A SEPARATE INVOICE FOR EACH SHIPMENT. INCLUDE THE CORRECT PURCHASE ORDER NUMBER ON EACH INVOICE. UNLESS PREVIOUSLY AGREED UPON BY BOTH THE CITY AND VENDOR, ALL INVOICING AND PAYMENTS WILL BE AS OUTLINED IN THE (LOCAL GOVERNMENT PROMPT PAYMENT ACT (FS 218. PART VII)).

**11. PRICES:**

IF PRICES ARE HIGHER THAN SPECIFIED, DO NOT SHIP WITHOUT THE PURCHASING AGENTS PRIOR WRITTEN APPROVAL.

**12. CLEAN HANDS:**

BY ACCEPTING THIS CONTRACT, THE SELLER WARRANTS THAT NEITHER THE BUSINESS, NOR ANY OFFICER OR SIGNIFICANT STAKEHOLDER OF THE BUSINESS IS IN VIOLATION OF THE CITY OF EDGEWATER CODE AND DO NOT OWE THE CITY ANY PAST DUE DEBT. THE SELLER SPECIFICALLY AGREES THAT THE CITY MAY WITHHOLD ANY MONEY OWED THE SELLER FROM THIS CONTRACT FOR ANY EXISTING CODE VIOLATIONS AND/OR PAST DUE DEBT. IF THE SELLER MISREPRESENTS THE STATUS OF THE BUSINESS, ANY OFFICER OR SIGNIFICANT STAKEHOLDER, THE CITY WILL CONSIDER THIS A MATERIAL DEFECT OF THIS CONTRACT AND SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE IT.