

City of Yakima

SOLE/SINGLE SOURCE JUSTIFICATION

Revised October 2020

Your Name Mike Price	Your Department/Division Public Works/Wastewater
Your Phone 509-249-6815	Requisition Number
Requested Vendor Alfa Laval, Inc.	Cost Estimate (Including TAX) 52,980.36
Vendor's Address 5400 International Trade Drive, City, State & Zip Richmond VA 23231	Vendor e-mail & Website michelle.peel@alfalaval.com
Vendor Contact Name Michelle Peel	Vendor Phone 804-986-3942

1. **ARE FEDERAL FUNDS BEING USED?** YES NO

If Federal Funds are being used, a Cost Price Analysis, prior to requesting Sole Source, MUST also be attached. (See City Purchasing Manual for form).

2. **What are you purchasing? Describe product, service or system. Attach all information (Quotes, etc.).**

Replace a failed Alfa Laval spiral heat exchanger (installed in 1991) for Primary Digester No. 1. Replacement with identical heat exchanger critical to efficient maintenance and replacement, restores digester heating capacity without requirement to modify existing inlet/outlet plumbing and exchanger concrete pedestal.

***** Below are eligible reasons for sole source. Check all boxes below that apply to your sole source situation and attach any useful documents to justify the sole source. List who you contacted, what they said and how you verified their accuracy.**

- Compatibility/Standardization to existing City standard or to existing equipment, inventory, systems, data, programs or service.** Describe. List efforts to find other sources (attach documentation, e.g. Internet Screenshots, etc.).
- Patented Product.** Attach documentation to confirm propriety (patent letter, etc.) and describe why the patented features are critical to your operation.
- Only Authorized Service Provider, Repair and/or Warranty Services.** Attach proof in writing from the MANUFACTURER (not the vendor) confirming there is only one dealer authorized to sell/service in our area.
- Unique design:** Requires unique features that are essential, aesthetic requirements, or not possible to match to existing design or equipment. Document the unique specifications that are needed which drove the research in finding a product that fits the specific needs of your department. Explain why these features are critical to your operation.

Design and configuration are critical to direct replacement in the built environment. Alfa Laval owns the design and are the only vendor authorized to replicate the heat exchanger as a direct replacement.

Is written certification attached? YES NO

- Special Market conditions:** Can be used to purchase items at auction (RCW 39.30.045) or other items that are offered at a very favorable price and will be sold before and entity will have a chance to complete the bidding process (e.g. a flood is coming and you must obtain sandbags immediately), or only one supplier can meet required delivery date (describe why the delivery date is critical and list efforts to find other suppliers to meet the delivery date).
- Other** Please Describe

3. **Is this product/service available only through one vendor?** YES NO
 If yes, attach documentation that supports the screening process you performed to confirm. (e.g. Internet Screenshots, etc.)

See Attached

4. **Is this a one-time purchase?** YES NO
 If NO, explain.
 The WWTP's three primary digesters rely on 5 Alfa Laval heat exchangers to generate Class B biosolids for beneficial use. The heat exchangers have reached or are near the end of useful life and will be replaced one at a time on a case by case basis.

5. **Why is this a sole source vendor?**
 (tell the story).

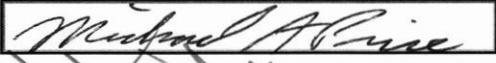
See Attached

6. **What efforts were made to assure the City is receiving the lowest or best price possible?**
 Describe and attach a document showing due diligence.

See Attached

STATEMENT OF NEED/CONFLICT OF INTEREST

My division's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requester	<div style="border: 1px solid black; padding: 2px;">Michael A. Price <small>Digitally signed by Michael A. Price Date: 2022.03.23 09:23:42 -07'00'</small></div>	Date	_____
Signature of Division Manager	<div style="border: 1px solid black; padding: 2px;"></div>	Date	<u>3/23/22</u>
Signature of Department Head	<div style="border: 1px solid black; padding: 2px;"></div>	Date	<u>3/24/22</u>
Signature of approval by Purchasing Manager	<div style="border: 1px solid black; padding: 2px;"></div>	Date	<u>3/30/22</u>
Approval by Executive	<div style="border: 1px solid black; padding: 2px;"></div>	Date	<u>4/29/2022</u>

Please complete entire form and forward to Purchasing.

March 16, 2022



To:

City of Yakima, WA WWTP

Alfa Laval Inc.
5400 International Trade Dr.
Richmond, VA 23231
Tel: +1 804-545-8319

www.alfalaval.com

Subject: Alfa Laval Inc. – Sole Source Confirmation

Alfa Laval, Inc. is the original equipment manufacturer of Alfa Laval Spiral Heat Exchanger type SW, Manufacturing No. 22546, located at the Yakima Wastewater Treatment Plant. This is a custom designed piece of equipment that requires the original drawings in order to duplicate or match nozzle locations. Alfa Laval is the originator and owner of these drawings. There is no other company, distributor or third party company authorized to duplicate Alfa Laval spiral heat exchangers.

If you have any questions or need further information, feel free to contact me at 804-986-3942.

Regards,

A handwritten signature in cursive script that reads "M. Peel".

Michelle Peel
Applications Engineer
Alfa Laval Inc
Market Unit Environment

March 10, 2022
Alfa Laval Quote No. 2203-ENVMPEE-0291420



Alfa Laval Inc.
5400 International Trade Drive
Richmond, VA 23231

Tel: +1 804- 222-5300
Fax: +1 804-236-1364
www.alfalaval.com

**Subject: City of Yakima, WA WWTP
Sludge Spiral Heat Exchanger - Replacement**

Alfa Laval is pleased to provide this firm quotation for a Spiral Heat Exchanger for the referenced Project.

Sludge Spiral Heat Exchanger

AAAlfa Laval Spiral Heat Exchanger, type SW, drop-in replacement for Mfg. No. 22546. The unit will have nozzle locations and anchor bolt locations matching existing exchanger so that no nozzle or foundation work needs to be done. The unit will be built to current ASME code and Alfa Laval shop practices.

Price: \$47,520 (for quantity one)

- Material of construction is carbon steel SA-516-70.
- Unit will be designed, Fabricated, Tested and Stamped in accordance with the ASME code Section VIII, Div 1.
- Qty. (2) Carbon Steel 150# Flange, Sch. 40 Sludge Inlet and outlet nozzles.
- Qty. (2) Carbon Steel 150# Flange, Sch. 40 Hot Water Inlet and outlet nozzles.
- 1" Sludge channel spacing with no obstructions (pins) through the sludge channel. Tangential sludge entry to promote even disbursement of sludge across channel.
- Qty. (1) Hinged cover for easy access to sludge channel. The water side is welded closed.
- Qty. (1) 4" Cleanout port for easy access to sludge inlet.
- Qty. (2) 2" NPT Backflush connections on Sludge connections
- 1 – 3/8" 3000# coupling drain per hot water channel spiral winding.
- Qty. (1) 1" 3000# coupling sludge side drain located at the lowest point in cover.
- GA drawing and final databook – email transmission
- Standard packaging for covered indoor storage up to 12 months.
- Standard paint system. Surface preparation includes sandblasting in accordance to SSPC-SP-6. External carbon steel surfaces, except machined surfaces of flanges, painted with International Interlac 789, 3-4 mils, in Alfa Laval blue.

Not included in our pricing under this scope are the following:

- Piping, Valves, Temperature or Pressure Gauges
- Insulation
- Anchor bolts
- Taxes, Bonds
- Unloading at job-site
- Installation

Shipment: 30 Weeks after receipt of approved drawings or order if drawing approval is waived. Approval drawings shall be submitted 5 weeks ARO. Since this is a standard model exchanger, we may be able to improve on the lead time. Once PO comes in we can review our shop load and determine the best lead time.

Validity: Price is valid for 30 days

Terms: Subject to Alfa Laval Standard Terms and Conditions

Payment: 25% at drawing approval/release to fab, 75% at shipment, Net 30 days from invoice.

Freight: FCA factory, Freight is PPA (prepaid and added to the invoice). Freight estimate to Yakima, WA is \$1400. We can change to DDP jobsite if this adder is included.

Thank you for this opportunity to provide our proposal for this project. Please feel free to contact me at the number shown below should you have any questions.

Best Regards,

Michelle Peel
Alfa Laval, Inc.
Energy Division Sales Engineer
Cell: 804-986-3942
Email: michelle.peel@alfalaval.com

April 8, 2022

Alfa Laval Quote No. 2203-ENVMPEE-0291420



Alfa Laval Inc.
5400 International Trade Drive
Richmond, VA 23231

Tel: +1 804- 222-5300
Fax: +1 804-236-1364
www.alfalaval.com

**Subject: City of Yakima, WA WWTP
Sludge Spiral Heat Exchanger - Replacement**

Revision of the terms and conditions, see below.

Revisions are to Sections 15 and 17.

Best Regards,

Michelle Peel
Alfa Laval, Inc.
Energy Division Sales Engineer
Cell: 804-986-3942
Email: michelle.peel@alfalaval.com

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. **CREDIT AND PAYMENT:** Payment terms are (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per

month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of

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warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively your property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim

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that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicenseable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, or software exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us. This contract and correspondence and documents relating to it are subject to the Washington State Public Records Act and documents will be disclosed pursuant to that Act without notice, unless notice is required by statute or the request is for the confidential information stated herein.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

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17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the State of Washington, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Washington. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Yakima County. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.