

SS-5235-23-KH

**CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM**

Date: <u>April 10, 2023</u>	Requested By: <u>Larry Brown</u>
Department: <u>utilities</u>	Division: <u>Persigo</u>
Vendor Name: <u>Falcon environmental corp.</u>	Net Cost Delivered: \$ <u>20463.00</u>

Provide G/L Account where funds are budgeted: 902-615-620-380-6210_03
 Project code, if applicable _____

**SOLE SOURCE JUSTIFICATION
(INITIAL ALL ENTRIES THAT APPLY)**

Material/Service Description: New electrical control panel for mesa mall lift station

1. X - The vendor is the original equipment supplier/manufacturer and there are no regional distributors;
2. _____ - The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor;
3. X - The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds;
4. _____ - No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
5. _____ - Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required;
6. _____ - Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

**Attach Justification Memo and Pricing Documentation, then proceed with signatures below.
 After Dept Head approval, forward to Purchasing.**


Department Director Approval:

I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Signed:  4/11/2023
DocuSigned by: F3B7E9047688412...
 Department Head Signature Date

Purchasing Approval:

Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Signed:  4/11/2023
DocuSigned by: 09BA36D53ED04B7...
 Purchasing Manager Signature Date

Final Authorization

City Manager Approval Required (\$25K to \$50K) yes / no

Signed: _____ Date _____
 City Manager Signature

City Council Approval Required (over \$50K) yes / no



Memorandum

TO: Purchasing
FROM: Larry Brown, Wastewater Maintenance Supervisor
DATE: 4/11/2023
SUBJECT: Sole Source Justification for
Electrical Control Panel at Mesa Mall Lift Station

This memo is to serve as sole source justification for the procurement of a new electrical control panel for the Mesa Mall lift station. The current electrical control panel is corroded and continues to have wiring issues with wires falling off and corroded components prevent the proper reliable operation of the station. The recommended solution is to replace the control panel in the station.

Considering this, all current electrical equipment for the Mesa Mall lift station is originally manufactured by Smith and Loveless and to replace the current electrical control panel, we will need to ensure compatibility with the current OEM parts.

This purchase request satisfies the criteria in the City of Grand Junction's "Purchasing Policy and Procedure Manual", section 14: Sole Source Designation, 14.2: Sole Source Criteria:

- (a) The vendor is the original equipment supplier/manufacturer with similar parts or equipment and equipment/parts are not available from another manufacturer
- (b) The compatibility or conformity with City-owned equipment or materials in which nonconformance would require the expenditure of additional funds



RETROFIT DIVISION

Smith & Loveless, Inc.

SALES AGREEMENT

Date: April 6, 2023
Project: Grand Junction, CO
Inq #: WN-34361
Rev. 00
Existing S&L SN: 16-2437

Customer Contact: Keith Albers
Customer Phone: 970-852-8883
Customer Email:

Your local Smith & Loveless Representative Contact Information:

Salesperson & Contact Phone: Jared Keating (303) 833-9998
Representative Company: Falcon Environmental Corp.
Representative Email: jared@fecal.us

Scope of Equipment: **One (1) relay logic control panel in a NEMA 1 enclosure for WWMPs**

- Control panel for 7.5 HP, 1200 RPM, 3/60/208 volt motors.
- Standard panel includes breakers, NEMA starters, overload coils, manual reset operators, environmental controls, blower thermostat, control panel heater, circuit breakers and relays for vacuum pumps and solenoids, **WAVESTART®** relays, solenoid valve time delay relays, constant prime on/demand priming system, automatic alternator with manual switch, float switch controls circuit breaker (off, low level, high level, & high water alarm), running time meters, and HOA switches.
- Panel specials include single phase power monitor relay.
- Includes (4) float switches.

Price (includes freight): **\$20,463**

-MORE-

14040 Santa Fe Trail Drive. Lenexa, KS 66215
P: 913.888.5201 F: 913.748.0106
www.smithandloveless.com



RETROFIT DIVISION

Smith & Loveless, Inc.

Page: 2 of 4
 Inq: WN-34361
 Rev. 00
 SN: 16-2437
 Location: Grand Junction, CO

SHIPMENT: Manufacturing completion is Estimated at **14-16 Weeks** from approved submittals.

SUBMITTALS: Submittal Data, if required, is estimated **4-6 Weeks** after receipt of complete details at Seller's factory.

FUEL SURCHARGE: Any fuel surcharge assessed to Smith & Loveless, Inc. Shall be passed on at cost to customer. This fuel surcharge was not included in our quote and will be in addition to the contract amount.

INSTALLATION: Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.

FREIGHT: F.O.B. Origin.

PAYMENT: All purchase orders must be made out to Smith & Loveless, Inc.
 Payment is 100% prior to shipment via check or, with continuing credit approval, 100% the earlier of net 30 days from date of shipment or at time of startup (if S&L startup is included in our quote).

TERMS: Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.

TIME FRAME: Quote is good for 30 days.

EQUIPMENT: If the equipment Smith & Loveless is providing is associated with the retrofit or modification of existing equipment, field adjustments to the existing and/or new equipment may be required for correct installation. Such adjustments may include, but are not limited to, piping modifications, grouting, shimming, control panel or electrical changes, etc. Smith & Loveless is relying on information provided by the customer, the installing contractor, or others with regard to the measurement, model or part numbers, drawings, and descriptions of existing equipment in the design and manufacturing of the new equipment for this project. As a result, Smith & Loveless shall not be responsible for any problems or difficulties encountered when fitting up new equipment with existing equipment.

Agreed to this 11 day of APRIL, 2023, Lenexa, KS.

Agreed to this ____ day of _____, 202__ at

BUYER

By: LARRY BROWN

PRINT NAME

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY, STATE, ZIP

PHONE

SMITH & LOVELESS, INC.

By: _____

AUTHORIZED SIGNATURE

Is this purchase tax exempt? Y Yes ____ No

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

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RETROFIT DIVISION

Smith & Loveless, Inc.

6. **SECURITY INTEREST-** Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
7. **WARRANTY & LIABILITY-** Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
8. **CLAIM PERIOD-** Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
9. **CANCELLATION-** Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
10. **SEVERABILITY** - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. **STORAGE-** If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
12. **DRAWINGS, ILLUSTRATIONS AND MANUALS-** Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.
13. **PERMITS, LICENSES-** Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.
14. **PATENT INDEMNIFICATION-** Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.