



**PUBLIC SERVICE BOARD MEETING
AGENDA ITEM**

**REGULAR MEETING
Wednesday, September 13, 2017**

SUBJECT

Rehabilitation and overhaul of one Belt Filter Press (BFP) at the Roberto R. Bustamante Wastewater Treatment Plant (WWTP).

BACKGROUND

The overhaul of the existing equipment will include various replacement parts. New components and equipment will facilitate proper operation of the BFP, which will enhance the dewatering of the biosolids, producing a dryer cake that will save money on the sludge hauling costs.

EVALUATION PROCESS

All parts, service, installation, and startup costs are included and will be performed by Alfa Laval. Staff evaluated this purchase and recommends purchase from Alfa Laval in the amount of \$213,275. Alfa Laval is the original equipment manufacturer (OEM) and will supply OEM parts and services for site rebuilding of an Alfa Laval Winklepress Type 84.

FINANCIAL IMPLICATIONS

Sufficient funds are available in account number 1917-026, and the funding source is commercial paper.

PROPOSED ACTION REQUESTED

Approve a sole source purchase for the rehabilitation and overhaul of one Belt Filter Press at the Roberto R. Bustamante Wastewater Treatment Plant from Alfa Laval, Incorporated in the amount of \$213,275 and authorize the use of commercial paper.

SUPPORTING DOCUMENTATION PROVIDED

-) Quotation from Alfa Laval
-) Sole Source Affidavit

August 11, 2017



El Paso Water Utilities
10001 Southside Rd.
El Paso, TX. 79927

Attention: Joe Rios

Reference: Roberto R. Bustamante WWTP
Winklepress 84 Rebuild
Alfa Laval Quote No. 091916RG Rev 1

Alfa Laval Inc.
10470 Deer Trail Drive
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us

Dear Mr. Rios,

Alfa Laval Inc is pleased to offer its firm proposal on site machine reconditioning of your existing Winklepress 84 size 3(2.0m) at the above referenced location. Alfa Laval's experience in designing and building new belt filter presses and repairing/rebuilding earlier model belt filter presses, can only enhance our position in offering the services and parts needed to provide additional years of service to your existing unit(s).

Alfa Laval started its "Rebuild Program" to provide customers with "today's technology" on earlier model belt filter presses as an alternative to purchasing new replacement equipment. Over the past twenty years Alfa Laval has completed rebuild projects consisting of partial site repairs, complete site machine reconditioning, complete factory machine reconditioning, partial factory machine reconditioning and site machine upgrades.

Equipment on these projects includes Bellmer Winklepresses (German), English Belt Filter Presses, Alfa Laval's MKII, Type 85, and Type 94 Klampresses, Aquabelt gravity belt thickeners and other Belt Filter Presses.

All parts supplied by Alfa Laval for reconditioning your machine(s), shall meet Alfa Laval's latest O.E.M. design standards. All parts will be made to Alfa Laval's standard level of quality procedures. All labor shall be performed by qualified Alfa Laval trained service technicians who are experienced in the disassembly/reassembly of the Winklepress.

Alfa Laval's scope for reconditioning (1) Winklepress 84 Size 3 (2.0 meter) includes using only new O.E.M. (Original Equipment Manufacturer) parts, reconditioned parts, site labor for disassembly/reassembly, and inbound/outbound freight charges.

Typical rebuilds will include roller and bearing assembly parts, hydraulic system parts, drive system parts, belt wash system parts, poly wear items, rubber seals, and possibly retrofit or upgrade items. The particular scope of supply depends on the actual condition of the customer's machine at the time of the rebuild. A firm proposal will be issued at that time to tie down a firm scope of supply and allow our customers to issue a contract or purchase order so that work may proceed on their equipment.

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Firm costing is important to allow our customer's to plan for the future needs of their facility. As such we have constructed firmary pricing that will provide guidance on the financial resources that will need to be in place for the reconditioning of our customer's machines. For this specific project we would like to propose a firm cost of \$213,275.00. The scope of supply on your project is as detailed on page 3.

We appreciate the opportunity to be of assistance in the planning for the future of your facility's equipment. We hope that we have addressed your needs in a suitable manner. If you have any questions please feel free to contact your Alfa Laval representative, Rene Gauthier at 281-841-7835 if you have any questions.

Best Regards,

Rene Gauthier

Rene Gauthier

Aftermarket Territory Manager

Scope of supply:

New set of O.E.M rollers,less dandy roller
Refurbish dandy roller with new outer shell and bearing assemblies
New set of O.E.M bearing assemblies
New set O.E.M steering valve/paddle assemblies
New steering pivot plate assemblies
New tension cylinder base plate weldments
New scraper blade cam bracket weldments that hold the cams
New retrofitted 20 gallon hydraulic lid assembly
New dual shaft mount belt drive gearmotors with torque arm kit
New tension valve
New fiberglass tension/steering cylinders
New hydraulic tubing,fittings and hoses
New stainless steel racks/pinion gears
New electrical j-box kit complete with switches and brackets
New upper and lower trip cord switches with pull cords
New poly scraper blades
New rubber seal
New vertical seals
New retrofitted stainless steel O.E.M. inner and outer wedge assemblies
New poly chicane blades
One new stainless steel chicane rod
One new lower washbox spray shower
New gravity section poly grid strips
Regalvanize all carbon steel components
Replace drain lines where needed
Repair water line where needed
Reuse all drain pans, minus the dandy and upper gravity pans in which customer has on site stainless steel for replacement
Site and labor expenses for two men three weeks
Freight: Inbound,outbound,off loading at site by others

Additional Replacement Parts

New lower steering cylinder mounting brackets (Qty 2)
New lower steering valve poly block, cover plate, valve bracket and hardware.
New dandy roller pan damage duct (Qty 1)
New chicane rods (Qty 2)
New chicane rod support casting (Qty 4)
New chicanes (Qty 17)
New lock collars with hardware (Qty 95)
New sludge spreader (Next to wedeg section)
New hyperbolic spreader (Next to feed chute end)

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New wedge section splash guards (Qty 2)

New drive roller drain pan brackets and support angle

New drain pipe 4" clamps (Qty)

New drain pipe 3" clamps (Qty)

New side panels for upper washbox lower half (Qty 2)

New lower washbox rubber gaskets (Qty 2)

TERMS AND CONDITIONS OF SALE

These Terms and Conditions Apply to All Quotations, Orders, and Contracts for Alfa Laval Inc. Products (hereafter "Equipment"). As used in these Terms and Conditions of Sale, 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 the terms and conditions of sale herein and, if applicable, on the attendant quotation, both of which form a part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of yours, or any statement therein, whether or not signed by you. We will furnish only the quantities and Equipment specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for terms or conditions of, or for furnishing other equipment or material shown in, any plans and/or specifications for a project to which the Equipment quoted or ordered herein pertain or refer.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are firm for thirty (30) days from the date of offer. Stenographic, clerical and mathematical errors are subject to correction.

3. **DELIVERY:** 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 or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, or other acts of God or *force majeure*, by any statute, regulation, administrative order or decree or order or judgment of a court of law or other 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, TAXES:** Prices are in U.S. Dollars, 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 prices do not include federal, state, municipal or other government excise, sales, use, occupational, processing, transportation or like taxes now in force or enacted in the future. You shall pay any taxes we may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority), or any taxes you may be required to pay, that are imposed upon the sale, delivery or support of Equipment purchased or licensed as a part of this order, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities.

5. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof payment for Equipment shall be (30) days net. *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. **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.

7. **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.

8. **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 delivery to you (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 will correct any such defect with either new or used replacement parts, at our option. Such repair, including both parts and labor, is at our expense.

(b) For repairs, parts and service provided by us, we warrant to you that the repairs parts and service 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

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machine which required the repairs, parts or service is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of repair, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or service you must promptly notify us in writing.

(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. If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will provide, at our option, one of the following: (i) a replacement for such Equipment, or (ii) full refund of the purchase price. These remedies are your exclusive remedies for breach of 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) We will use all reasonable efforts to obtain for you any manufacturer's guarantees or warranties for any sub-assemblies included in the Equipment. To the extent such warranties are assignable, we hereby assign to you all warranties that are granted to us by our suppliers of any sub-assemblies contained in the Equipment.

(e) The warranties set forth above are inapplicable to and exclude (i) any product, components or parts not manufactured by us or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of you or any third party, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage caused by your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (v) damage caused by a product or component part which we did not design, manufacture, supply or repair, or (vi) any other abuse or misuse by you or any third party.

9. **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. Excluded damages include, but are not limited to, 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, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, certain of the limitations in this paragraph and in subparagraph 8(c) may not apply.

10. **OWNERSHIP:** All drawings, designs and specifications supplied by us have been prepared or assembled by us and are solely our property. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be 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, in whole or in part, for furnishing information to others or for any purpose not specifically authorized in a writing signed by one of our corporate officers. These ownership provisions shall not be superseded by any printed form used in connection with or arising out of a sale induced by a proposal or otherwise.

11. **PATENT INFRINGEMENT**

(a) We warrant that the Equipment in the condition sold to you is free of the rightful claim of infringement of any apparatus claims of any third-party U.S. patent issued as of the date of our acknowledgement and acceptance of your order, and we will defend, indemnify and hold you harmless from such claims; provided, however, we make no express or implied warranties of non-infringement and undertake no indemnification in respect of third-party rights where the alleged patent infringement is based upon or related to (i) any method, process or product claims in third-party U.S. patents; (ii) any combination of the Equipment with other equipment not supplied by us; or (iii) any modifications of the Equipment made by you and not approved by us.

(b) You shall notify us within 30 days of your receipt of notice of an alleged third-party patent infringement claim that would entitle you to patent infringement indemnification pursuant to paragraph 11(a), and we shall thereupon assume defense of the claim at our expense. 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 11(a)(i), (ii) or (iii), you shall hold us harmless for all expenses and awards of damage assessed against us, and 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.

(d) Our total, cumulative liability under paragraphs 11(a), (b) and/or (c) is limited to 100% of the price paid to us by you for the Equipment.

12. **SAFETY AND HEALTH STANDARDS:** The Equipment described herein (or on the specifications provided herewith) complies with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 (the Act) and in effect on

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this date as such standards are interpreted and understood by us. These standards may be amended and/or their meaning may be clarified prior to shipment or performance, and if such change or clarification requires changes in the Equipment described herein, we shall make the necessary changes available to you. You shall pay for any and all such changes at our prices therefore in effect at time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond our control, we cannot and do not represent that the use of the Equipment described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto. We make no representation of compliance with safety and health standards contained in any statute, regulations or ordinance of any state or political subdivision thereof applicable to the Equipment described herein unless you have notified us of the existence and contents of such standards and we have agreed in writing to the incorporation of such standards in the specifications relating to such Equipment. Nothing in this provision shall operate to modify or affect in any manner whatsoever our disclaimer of any liability for consequential damages contained elsewhere in these terms and conditions of sale.

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, you are granted a nonexclusive, royalty free license only for your use of the software provided with our Equipment. Under this license you may: (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 for back up purposes in support of your use of our software on the Equipment provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without 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 licensor] 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.

15. **TIME LIMIT FOR BRINGING SUIT:** Any action you file against us, whether for breach of contract, including but not limited to breach of warranty, or for negligence or strict tort, must be commenced within 90 days following the expiration of the Warranty Period.

16. **MODIFICATION OF TERMS:** The terms and conditions of sale set forth herein are an integral part of our proposal and/or confirmation of order. These terms shall not be deemed altered or modified by printed or other "standard" terms in a purchase order, acceptance or similar document. Our confirmation or acknowledgment of any order is with the express understanding that all printed or other "standard" language on any such documents submitted by you will be entirely disregarded to the extent that it varies from the terms and conditions of this proposal/order which may be modified only by typed or handwritten language in the body of your order, acceptance or similar document, together with a written acknowledgment and acceptance of such modification by us.

17. **LIMITATION ON WARRANTIES:** THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND AN IMPLIED WARRANTY OF NONINFRINGEMENT. WE HEREBY EXPRESSLY EXCLUDE FROM THIS CONTRACT THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF NONINFRINGEMENT. OUR WARRANTIES AND LIABILITIES HEREUNDER ARE LIMITED AS STATED HEREIN.

June 29, 2017



El Paso Water Utilities
10001 Southside Rd.
El Paso, Texas 79927

Attn: Sergio Castro

Alfa Laval Inc.
10470 Deer Trail Dr
Houston, TX 77038
USA
Tel: +1 800-362-9041
Fax: +1 281-449-1324
www.alfalaval.us
www.as-h.com

All parts are provided and many exclusively manufactured by Alfa Laval, Inc. the Original Equipment Manufacturer of your equipment. Whereby Alfa Laval purchased Ashbrook Simon-Hartley Operations L.P. and Ashbrook Simon-Hartley is now doing business as Alfa Laval, Alfa Laval from henceforth is the Original Equipment Manufacturer of the Klampress®, Winklepress®, and Aquabell®. Thus, we are the sole source provider for O.E.M. replacement parts.

Alfa Laval, Inc. continues to develop and bring technology to our industry. Due to the sensitive nature of Alfa Laval, Inc. technology our equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use; therefore, others cannot legally manufacture our equipment or offer Alfa Laval, Inc. replacement parts.

Constant investment in research and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allows Alfa Laval, Inc. to bring the latest developments in technology to our industry and clients. This includes patented or proprietary items such as chicanes, wedge adjustments, cylinders, hydraulic systems, bearing housings, rollers, steering and tension systems, and so on. An illustration of this commitment is our quality assurance program; Alfa Laval, Inc. is the only manufacturer within our specific industry which is certified to ISO 9001 quality standards.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions I can be reached 1-800-547-7273 or direct line 281-841-7835.

Sincerely,

ALFA LAVAL INC.

A handwritten signature in dark ink, appearing to read "Rene Gauthier".

Rene Gauthier
Southwest Regional Manager Parts and Service



EL PASO WATER UTILITIES PUBLIC SERVICE BOARD

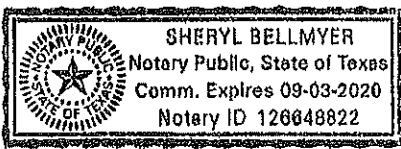
SOLE SOURCE AFFIDAVIT

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

- 1. My name is Larry Packard. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Alfa Laval Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Supply of original equipment manufacturer (O.E.M.) parts and services for site rebuilding of an Alfa Laval Winklepress Type 84.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the El Paso Public Utilities-Public Service Board.

Signature of Larry Packard

SUBSCRIBED AND SWORN to before me on this 30th day of June 20 17



NOTARY PUBLIC
Sheryl Bellmyer
PRINTED NAME
09.03.2020
MY COMMISSION EXPIRES

COMPANY NAME: Alfa Laval Inc.
ADDRESS, CITY, STATE & ZIP CODE: 10470 Deer Trail Drive
PHONE: 281-449-0322 FAX NUMBER: 281-449-1324
CONTACT NAME AND TITLE: Larry Packard / Contracts and Bid Manager
WEB ADDRESS: www.alfalaval.com EMAIL: larry.packard@alfalaval.com
FEDERAL TAX ID NUMBER: 13-1681631 TEXAS SALES TAX NUMBER: 1-13-1681631-0