



City of Galveston

DEPARTMENT OF PUBLIC WORKS

Angelo Grasso, Director of Municipal Utilities
agrasso@galvestontx.gov | Office Number: (409) 797-3962 | www.galvestontx.gov

Date: January 12, 2018

To: Honorable Mayor and City Council
Brian Maxwell, City Manager

From: Angelo Grasso, Director of Municipal Utilities

RE: Consider for approval, the purchase of Ultra Violet (UV) Light Bulbs from SUEZ Treatment Solutions Inc. for the Main Wastewater Treatment Plant at a cost of \$18,492.60. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

I. Background

- The Municipal Utilities Wastewater Treatment Plant Division is responsible for the maintenance of the City's wastewater treatment plant facilities.
- The effluent water coming out of the Main Wastewater Treatment Plant is treated and disinfected using is an ultra-violate (UV) treatment process. There are approximately 325 UV bulbs that can be used as part of the effluent treatment process.
- Much like regular light bulb, these UV bulbs have a time frame life span that require that they need to be replaced.
- The UV treatment process equipment used at the Main Wastewater Treatment Plant is a Aquaray 3X UV System that is constructed and is a trademark of SUEZ Treatment Solutions Inc.

II. Current Situation

- The Wastewater Treatment Plant Division is requesting that 70 UV light bulbs be purchased to replace existing and future light bulbs.
- SUEZ Treatment Solutions Inc. is the sole source provider for the UV light bulbs that are used in the Aquaray 3X UV System treatment process at the Main Wastewater Treatment Plant.
- The Wastewater Treatment Plant Division requested a quote for the purchase 70 UV bulbs from SUEZ Treatment Solutions Incorporated.
- The cost for SUEZ Treatment Solutions Inc. to provide 70 UV bulbs for the Main Wastewater Treatment Plant is \$261.68 per UV bulb plus \$175.00 for freight costs. The total cost will be \$18,492.60.





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III. Issues

- Impact or Ramifications: The ultra-violet (UV) bulbs need to periodically be replaced at the Main Wastewater Treatment Plant.

IV. Recommendation

Recommend for City Council to approve the purchase of Ultra Violet (UV) Light Bulbs from SUEZ Treatment Solutions Inc. for the Main Wastewater Treatment Plant at a cost of \$18,492.60.

VI. Fiscal Impact Report

Requested by: Cynthia Diaz, Wastewater Treatment Plant Superintendent
Angelo Grasso, Director of Municipal Utilities

Funding Source: Public Works Wastewater Treatment Division Equipment
Parts Account 4210-611817-522085-460200

Costs of implementation: \$18,492.60

Respectfully Submitted,

Angelo Grasso
Director of Municipal Utilities

Forwarded for Approval,

Brandon Cook
Assistant City Manager of Development and Municipal Services



Quotation			
Number	230016551		
Date	12/07/2017		
Your PO	UV Lamps		
Customer N°	725690		
Project code	O-000011		
Valid from	12/07/2017	Valid to	12/31/2017

To :

City of Galveston (UN)
502 30th Street
GALVESTON TX 77550
USA

Ship To :

Galveston Main WWTP (UN)
5200 Port Industrial Road
GALVESTON TX 77551
USA

Dear Sir, Dear Madam,

We thank you for your quotation request. Here are the best conditions we can offer you for delivering the following items :

For questions please call : 201 676 2525 Richard KELLER

Currency : USD

Conditions

Payment terms : NET30 Days

Delivery terms : CFR Prepay and Add

Item	Item No.	Description	Quantity	Unit price	Amount
10	1000038749	LAMP, COMPLETE ASSY, UV 3X, 400W, LSI	70 EA	261.68 USD / 1 EA	18,317.60
20	1089020040	OUTBOUND FREIGHT	1 EA	175.00 USD / 1 EA	175.00
				Subtotal before taxes USD	18,492.60
				Amount due USD	18,492.60
					18,492.60

Eighteen thousand four hundred ninety-two us dollar sixty

Do not hesitate to contact us for any further information. Looking forward to hearing from you. Kind regards,

SUEZ TREATMENT SOLUTIONS INC. TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the "Contract") for the sale of equipment or services (hereinafter referred to as "Equipment") Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and SUEZ Treatment Solutions Inc. . No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on SUEZ Treatment Solutions Inc unless made in writing and signed by an authorized representative of SUEZ Treatment Solutions Inc Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.
2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.
3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with the milestone payment schedule set forth in SUEZ Treatment Solutions Inc's proposal.
4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in SUEZ Treatment Solutions Inc's proposal.
5. **EXCUSABLE DELAY.** SUEZ Treatment Solutions Inc shall not be liable for any delay in performance or failure to perform due to any cause beyond OZONIA's reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event SUEZ Treatment Solutions Inc 's performance is delayed by any of the foregoing causes, SUEZ Treatment Solutions Inc 's schedule for performance shall be extended accordingly without penalty. If Purchaser's, Owner's, or Engineer's actions delay SUEZ Treatment Solutions Inc 's performance, Purchaser shall pay SUEZ Treatment Solutions Inc any additional costs incurred by SUEZ Treatment Solutions Inc resulting from such delay and shall also pay SUEZ Treatment Solutions Inc's invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.
6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the "Instruments of Service") prepared and furnished by SUEZ Treatment Solutions Inc for use solely with respect to this Project. SUEZ Treatment Solutions Inc shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by SUEZ Treatment Solutions Inc. The Instruments of Service furnished by SUEZ Treatment Solutions Inc are proprietary to SUEZ Treatment Solutions Inc, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without SUEZ Treatment Solutions Inc 's written authorization.
7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with SUEZ Treatment Solutions Inc 's or the manufacturer's operations.
8. **WARRANTY OF TITLE.** SUEZ Treatment Solutions Inc warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.
9. **WARRANTY.** SUEZ Treatment Solutions Inc warrants that its Equipment shall conform to the description contained in SUEZ Treatment Solutions Inc's proposal and be free from defects in material and workmanship for a period of one (1) year from date its Equipment is initially placed in operation or eighteen (18) months from date its Equipment is shipped, whichever occurs first. Upon SUEZ Treatment Solutions Inc's receipt of written notice within thirty (30) days of discovery of any defect, and a determination by SUEZ Treatment Solutions Inc that such defect is covered under the foregoing warranty, SUEZ Treatment Solutions Inc shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with SUEZ Treatment Solutions Inc's written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. SUEZ Treatment Solutions Inc shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touchup of shop primed or painted surfaces are normal and shall be at Purchaser's or Owner's expense. Unless otherwise specifically provided for herein, SUEZ Treatment Solutions Inc provides no other of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute SUEZ Treatment Solutions Inc's sole liability and purchaser's exclusive remedy for failure of SUEZ Treatment Solutions Inc to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. **THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
10. **BACKCHARGES.** SUEZ Treatment Solutions Inc shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without SUEZ Treatment Solutions Inc 's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.
11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon SUEZ Treatment Solutions Inc, unless such clauses are specifically accepted in writing by an authorized representative of SUEZ Treatment Solutions Inc at its headquarters office.
12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall SUEZ Treatment Solutions Inc's liability exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.
13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to SUEZ Treatment Solutions Inc for reasonable costs incurred by SUEZ Treatment Solutions Inc including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.
14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract or if the Project is suspended or delayed for more than 120 cumulative days, then SUEZ Treatment Solutions Inc may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, SUEZ Treatment Solutions Inc shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If

payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of SUEZ Treatment Solutions Inc to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse SUEZ Treatment Solutions Inc for all attorney's fees and costs related to collection of past due amounts.

15. **DEFAULT BY SELLER.** In the event of any default by SUEZ Treatment Solutions Inc and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to SUEZ Treatment Solutions Inc. SUEZ Treatment Solutions Inc shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonable be remedied within such thirty (30) day period, SUEZ Treatment Solutions Inc shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** SUEZ Treatment Solutions Inc shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without SUEZ Treatment Solutions Inc's prior written permission. Purchaser shall give prompt written notice to SUEZ Treatment Solutions Inc of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, SUEZ Treatment Solutions Inc shall take reasonable steps to procure the right to operate or use the Equipment. If SUEZ Treatment Solutions Inc cannot so procure such right within a reasonable time, SUEZ Treatment Solutions Inc shall promptly, at SUEZ Treatment Solutions Inc's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, SUEZ Treatment Solutions Inc will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by SUEZ Treatment Solutions Inc's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by, interpreted and enforced in accordance with the laws applicable in the state where the jobsite is located, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over the jobsite. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither SUEZ Treatment Solutions Inc. nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void. OZONIA and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.



To whom it may concern:

Reference: Sole Source Aquaray™ 3X UV Systems

January 1, 2017

Aquaray™ 3X UV Systems are a trademark of SUEZ Treatment Solutions Inc., 600 Willow Tree Road, Leonia, NJ 07605, and are designed and engineered specifically for your treatment application and installation.

SUEZ Treatment Solutions Inc. sells components for all Aquaray™ 3X UV Systems directly to the end-users. The components are not sold through distribution networks. The components for your Aquaray™ 3X UV Systems are designed, engineered, and produced specifically for your equipment and application. SUEZ Treatment Solutions Inc. is the sole source supplier for Aquaray™ 3X UV Systems and parts. The lamps, ballasts, controllers and other components have been independently certified through a bioassay validation based on the EPA UV Design Guidance Manual (UVDGM) and the National Water Research Institute (NWRI) Guidelines for electrical compatibility, UV output at end of life, the EPA required dosage to ensure meeting the disinfection limits of your Aquaray™ UV System.

The use of non-SUEZ Treatment Solutions Inc. components leads to diminished UV dose delivery, efficiency and component reliability and therefore all process guarantees or part warranties offered by Ozonia would be null and void.

SUEZ Treatment Solutions is committed to providing quality equipment, parts, and service for your plant. If you have any service or parts needs, please call Richard Keller @ 800-446-1150 ext. 7722.

Sincerely,

A handwritten signature in black ink that reads 'Rich Keller'.

Rich Keller
UV Parts Coordinator
Purification and Disinfection Systems
SUEZ Treatment Solutions





CITY OF GALVESTON Sole Source Justification

Vendor: Suez Treatment Solutions Vendor # _____ Requisition #: _____

Product/Service: UV replacement bulbs.

Estimated expenditure for the above commodity or service: \$ 18,492.60

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$1,000 or more. If more space is needed, please attach additional page(s). Inadequate justification or documentation for a request for non-competitive procurement will result in a solicitation of bids or quotes.

Unique Features. Specify the unique features or characteristics of the goods or services that are requested:

Ultra Violet lamps for disinfection.

Special Needs. Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

Sole distributor of these lamps.

Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

Other dealers do have these lamps.

Check all entries below that apply to the proposed purchase. (More than one entry will apply to most sole source products/services requested).

- SOLE SOURCE REQUEST IF FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO OTHER DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item No. 3 also must be completed.)
- SOLE SOURCE REQUEST IS FOR THE ONLY GALVESTON COUNTY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item No. 3 also must be completed.)
- THIS IS THE ONLY ITEM OR SERVICE REASONABLY KNOWN THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- CAPTIVE REPLACEMENT PARTS OR COMPONENTS FOR EQUIPMENT: THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

- 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION OR COMPATIBILITY WITH EXISTING EQUIPMENT OPERATIONS OR SERVICES. (Attach Memorandum describing basis for standardization request.)
- 6. NONE OF THE ABOVE IS APPLICABLE. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN THE ATTACHED MEMORANDUM.

The undersigned attests that the above is true and correct and requests that this purchase be exempt from the City's purchasing policies and applicable state law requirements for competitive procurement.

Angelo Grasso
Department Director (Print Name)

Angelo Grasso
Department Director (Signature)

Public Works
Department

1/12/2018
Date

(FOR PURCHASING DEPARTMENT USE ONLY)

_____ APPROVED _____ NOT APPROVED

REASON, IF NOT APPROVED: _____

BY: _____

DATE: _____

RQ# _____

PO# _____

Date: 14 December 2017

CITY OF GALVESTON
PUBLIC WORKS DEPARTMENT REQUISITION REQUEST

DIVISION: Public Works Wastewater Dept

VENDOR NAME: Suez Treatment Solutions VENDOR NUMBER: _____

ACCOUNT NUMBER: 611817- 522085

ACCOUNT NAME: Equipment Parts

Commodity # _____			
Unit	Description of goods or services	Unit Cost	Total Cost
70	UV Lamps	\$ 261.68	\$ 18,317.60
1	Freight	\$ 175.00	\$ 175.00
			\$ -
Total Cost			\$ 18,492.60

Cynthia Diaz 14-Dec-17
Authorized Personnel Signature Making Request & Date