



**SINGLE/SOLE SOURCE JUSTIFICATION
JUSTIFICATION FOR NONCOMPETITIVE PROCUREMENT**

This form is to be completed and submitted to provide justification for a single/sole source and/or waiver of competitive bidding for purchase of equipment, supplies, and/or services. This form along with other required documentation serves to meet requirements as set forth by City of League City's Policies and Procedures and the Texas Local Government Code Purchasing and Contracting Authority of Counties [section 252.022(7)] as it relates to competition and exemption to support noncompetitive procurements. This form is required for all noncompetitive procurements over \$3,000.00. Please complete all parts as applicable.

Single Source Item:	Goods or services that may be available from more than one seller but are to be purchased from a single seller for the reason(s) presented below.
Sole Source Item:	Goods or services that are available from only one seller for the reason(s) presented below.

Department:	Wastewater
Vendor Name:	Hahn Equipment Co. Inc.

A. Description of Services or Supplies: Proposal for One FLYGT Pump 12 in. discharge electric submersible sewage pump.

B. Identify the supporting reasons for the above selection: *(For each block checked below, demonstrate through supporting statements that the proposed Source has exclusive qualifications, or that the nature of the acquisition requires the rational cited. Attach supporting documents as required. Check all applicable boxes.)*

☐ Follow-on Effort for the continued development of a major research program, proven source, or highly specialized equipment. Other examples include Renewals of existing services such as software and maintenance licenses. *(Estimate the cost to the City that would be duplicated and how the estimate was derived). If the item was previously procured, show the date, supplier, and purchase order number.*

Describe: _____

☐ Unusual or Compelling Urgency and the City would be seriously injured unless this Source is selected. Or, rapid delivery required. *(Describe the urgency of the requirement; why schedules are critical; and why only this Source can meet them.).*

Describe: _____

☐ Schedule Constraints Preclude Solicitation of Competitive Quotes from Alternative Sources. Also, an emergency justification may exist if the goods or services are required to: correct or prevent an emergency health, environmental, or safety hazard; provide for the completion of special or time sensitive events; or enable the emergency repair or emergency replacement of existing equipment essential for daily operations. *(Describe how award to another source would result in unacceptable delays).*

Describe: _____

☐ State/Federal Government Directed: The State/Federal Government identify a source by name, in writing, as the source for goods and services, or source. *(Provide circumstances and provide verifiable evidence from the Sponsor/Government Contracting Officer):*

Describe: _____



8/18/18
X Proprietary Item: This one Source possesses proprietary rights (patent or copyright) essential to performance, and such rights are the principal basis for the noncompetitive award. Or, existence of limited rights in technical or proprietary data, patents, copyrights, or secret processes, trade secrets, or other intellectual property available from only this Source.

(Describe): *This procurement is being obtained for FLYGT Pumps. Hahn Equipment Co. Inc. is the only authorized Flygt distributor for SE Texas for parts and services. The attached letter from FLYGT product manufacturing confirms this copyrighted and proprietary status thereby Purchasing is authorizing this procurement under a sole source provider justification. This is needed for COLC Dallas Salmon Waste Water Treatment Plan in the interest of public safety.*

☐ Economically Justified. Source, COLC, or the State & Federal Government has a substantial investment. An economic justification relieves COLC of additional expenses that would result from NOT making the purchase; use of another supplier would result in incompatibility with existing conditions; and/or require considerable training, time and money; the goods or services are being used in ongoing long-term projects; the total cost of ownership is less than purchasing the item from the low bidder(s) *(Describe how cost to qualify new source outweighs savings):*

Describe: _____

☐ Source is unquestionably the Predominant Expert in this field; has special facilities or highly specialized experience. *(Explain why the proposed supplier is the only capable source.):*

Describe: _____

☐ Interlocal contract for cooperative purchases administered by a regional planning commission established under Chapter 391. *(Explain why the proposed supplier and the interlocal agreement utilized.):*

Describe: _____

☐ Other Factors not listed above: *[i.e. An explanation of why the requirements, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed, or are /not available. Brand name specific is an example for this selection.]*

Describe: _____

C. RECOMMENDATION AND JUSTIFICATION APPROVAL

Based on my knowledge, analysis and search, I recommend the above Source to perform this work. "I certify that the facts stated above are true and correct to the best of my knowledge."

Department Director (Signature)	Date
<i>Jody Hooks</i>	8-15-18
Typed Name	Email/Telephone
Jody Hooks	jody.hooks@leaguecitytx.gov / 281-554-1321
Purchasing Manager Approval	Date
<i>Alfred C. Turner</i>	8/18/18
Typed Name	Email/Telephone
Alfred C. Turner	Alfred.turner@leaguecitytx.gov 281-554-1370



Mark A Shaw
SE Territory Manager
Xylem Inc
Flygt Products

766 N Sandy LN
Elkhorn WI 53121
Cell 262 227 3763

mark.shaw@xyleminc.com

November 29, 2017

To Whom it may concern:

RE; Flygt pumps, Flygt Multismart controllers, Flygt control panels, parts and repair services

Please be advised that Hahn Equipment Company located at 5636 Kansas Houston TX is the only authorized Flygt distributor for the sale of Flygt pumps in SE Texas which includes the Houston Greater Metropolitan area and areas east to the Gulf of Mexico and the Sabine River. This not only includes the Flygt pumps but also Flygt authorized parts and service. Their staff is properly trained to provide you with the best possible service available.

In addition to Hahn Equipment being the sole provider of Flygt pumps, their installation and testing is a critical component to ensuring the equipment functions appropriately under operating conditions in the Lift Station. The installation process utilizes our Flygt authorized parts and Flygt trained service personnel and includes an official start-up to ensure the equipment is functioning correctly and the Flygt warrantee is intact. The start-up consists of testing of the pumps and associated equipment in the field after installation but before being put in continuous service.

These terms of Hahn Equipment distribution contract with Flygt a Xylem brand is an ongoing partnership that has lasted for more 40 years and is a continuing agreement.

Thank you for your interest in Flygt Products and Services. Please call if we can be of any further help.

Sincerely,

Mark A Shaw

Mark A Shaw
SE Territory Manager
Flygt Product
Xylem Inc.

HAHN EQUIPMENT Co., INC.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Phil QUOTE #: 16726
COMPANY: City of League City FAX #: (281) 554-1354
FROM: Jon L. Vollbrecht DATE: July 6, 2018
RE: Dallas Salmon WWTP Lift Station Pump

HAHN EQUIPMENT CO., INC. is pleased to submit to City of League City, the following proposal for pumping equipment:

ITEM NO. 1:

One (1) FLYGT Pump, 12-inch discharge, electric submersible sewage pump, complete with 185 H.P., 460 volt, 3 phase, 60 hertz, motor, FM rated, with 50' power cables.

Pump also has closed loop cooling.

TOTAL FOR ITEM NO. 1 EQUIPMENT LISTED ABOVE: **\$ 115,037.00**

Above pricing does not include Service Calls or any piping or valves.

F.O.B.: Houston, Texas. Prices quoted good for sixty (60) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 12 - 14 weeks after receipt of written purchase order or approval.

TERMS OF PAYMENT: Net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.

Jon L. Vollbrecht
Jon L. Vollbrecht
Sales Representative

General Standard Conditions

- I. **ACCEPTANCE** – This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. **WARRANTY** – As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** – The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. **INSURANCE** – The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. **TERMS** – Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** – The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** – Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** – The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
 - Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
 - Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.
 - Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- IX. **SHIPPING DATES** – The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. **CANCELLATION** – The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** – No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.