



LAKE HAVASU CITY
Sole Source Purchase Justification
Purchases over \$5,000

Department: Public Works Contact Name: Keith Lueken

Division: Wastewater Contact Phone #: 855-3999 Ext.

Vendor Name: Parkson Corporation

Commodity (general description): Treatment Plant Aeration, Clarifier, and Fuzzy Filter Replacement Parts

Estimated Dollar Amount (include sales tax, shipping, etc.): \$17,700 + freight (& exceed \$50,000) Purchase Requisition # TBD

IF GREATER THAN \$50,000, Council Approval Date: ID 24-4126 2/27/2024 FPO # TBD

SOLE SOURCE PROCEDURE (CITY CODE § 3.10.020.9)

1. To the extent practicable, the using department shall use competitive purchasing procedures and negotiate with the sole source vendor/supplier to obtain contract terms advantageous to the City.
2. A using department seeking authority to award a sole source contract shall attach to this form written documentation, which includes:
 - (a) Reasons the goods or services should be sole sourced;
 - (b) The process for selecting the contractor;
 - (c) A description of competitive purchasing or negotiation that will be used in the process; and
 - (d) Any other factors that support the sole source purchase.
3. Complete documentation of the method used for selection of the contractor shall be included in the file.
4. If the contract is for \$50,000 or less, the City Manager may award the contract. If the contract is for more than \$50,000, the contract shall be submitted to the City Council for approval.

FOR PURCHASING USE ONLY

SOLE SOURCE PURCHASE DETERMINATION

The written findings include sufficient justification that:

- 15 1. The efficient utilization of existing goods or service requires the acquisition of compatible goods or services; and
- DS
15 2. Findings that support the conclusion that the goods or services are available from only one source.

Approval of Department Director DocuSigned by: Ron Foggin Date 2/12/2024

Review by Procurement DocuSigned by: Lynette Singleton Date 2/12/2024

DISTRIBUTION : Original - Purchasing Scanned Copy - N:\Resources\Sole Source

PROCUREMENT 7/29/16



100 Schreiber Drive
Trussville, AL 35173
Phone 205.655.7466
Fax 205.655.7669

January 17, 2024

Mr. Keith Lueken
Lake Havasu WWTP
1150 McCulloch Boulevard
Lake Havasu City, AZ 86403

Subject: Sole Source – Lake Havasu City, AZ

Dear Keith:

This is to inform you that Parkson/Schreiber is the sole source in the United States for parts for Parkson/Schreiber equipment.

Parkson/Schreiber designs, manufactures, and services the equipment. There are no other dealers, distributors, or service organizations that offer the equipment.

Please let me know if you need any additional information or if you have any questions.

Sincerely,

SCHREIBER LLC

A handwritten signature in black ink, appearing to read "Brad Draper". The signature is fluid and cursive.

Brad Draper
Purchasing/Service Parts

BD/rg

Parkson Sole Source

Schreiber is the original equipment manufacturer and supplier of the Mulberry Treatment Plant (MTP) and Island Treatment Plant's (ITP) process equipment. (Aeration Basins, Clarifiers and Fuzzy Filter).

Schreiber was recently acquired by Parkson and is now a Parkson brand.

Parkson is the sole source in the US for parts for Parkson/Schreiber equipment for the Mulberry and Island Treatment plants. The parts used on this equipment are proprietary and at this time there are no other dealers, distributors or service organizations that can supply units to fit this equipment. Parkson designs, manufactures, and services the equipment.

The MTP aeration basin needs replacement wheels, which can only be obtained from Parkson.



Aftermarket

Quote Number 00036785

Date Issued: 2024-02-12

Keith Lueken

Expiration Date: 2024-02-16

Lake Havasu City, AZ

Phone: (928) 855-3999 x 4965

Email: luekenk@lhcaz.gov

Thank you for your inquiry for Parkson Aftermarket parts. Below is the quote for the items requested. You may accept this quotation as your order by completing the fields and submitting or download as a PDF for processing through your purchasing team. If this is your first order in a while, please provide the billing and shipping info below. Please consider this email plus the link below to our Terms & Conditions to be the complete quotation.

Project Number 752

Please verify this project (serial) number is accurate for this order.

Item Number	Product	Quantity	Price	Total Price
64201028	Wheel, 26 Green Dyalon A	6	\$2,950.00	\$17,700.00

Please include a copy of your Tax-Exempt Certificate if the order is Not Taxable.

Total \$17,700.00

Schedule and Shipping

The above items have a leadtime of **4-5 Weeks**.. Our freight terms are **Prepay and Add**. The FOB Point for this order is **Destination**.

Please advise of your shipping preference:

International Orders are quoted as EX-WORKS, per Incoterms, 2020 with a pick up location in Vernon Hills, IL.

Thank you for the opportunity to present our quotation.

We look forward to working with you.

Meet our team: [Parkson-MRI-Schreiber Parts Team](#)

Acceptance

Purchase Orders can be made directly from this quote by updating the quantity and accepting this offer. If your company issues formal Purchase Orders, those should be made out to Parkson Corporation and emailed to your sales team member below. You can use the more actions or three vertical dots at the upper right of the screen to download or print this quote.

This Quotation governed by and subject to Parkson's Standard Conditions of Sales, which are incorporated by reference and accessible at: [Parkson Aftermarket Domestic Terms & Conditions](#). *Your issuance of a purchase order or other request to proceed shall be deemed your acceptance of our quoted terms. No terms, provisions, or conditions of any subsequent purchase order will have any effect on Parkson nor otherwise modify these accepted terms, even if such terms state otherwise. You may reject our quoted terms by providing us with a redline or other objections to our terms for mutual negotiation prior to any issuance of a purchase order.*

Select your Payment Preference:

*Credit card orders will not be charged packaging and handling. We accept MasterCard, Visa, and American Express. A 2.5% processing fee will be added to all invoices over \$10,000 paid by credit card.

**All Orders are subject to the approval of Parkson's credit department. If this is a first-time order, and you are requesting payment terms, please include a copy of your credit/trade references.

Packaging and Handling fee of \$25 is applicable on all orders under \$2,000 unless paying by credit card. Our remit to address is Parkson Corporation, PO BOX 737090 Dallas, Texas 75373-7090

All international orders (shipments outside of USA or Canada) require payment before shipment. Wire transfer or Credit Card payment is acceptable. International orders are subject to these [Parkson Aftermarket International Term & Conditions](#) in lieu of those mentioned above. Wire transfer instructions as follows. Once we notify you that your order is ready, please make payment within 5 working days per the below instruction. Items must be picked up by your carrier within 10 days, unless Parkson is arranging shipping.

Orders left without communication from you beyond the timing outlined above, will be returned to our stock and considered cancelled.

***ACH/Wire Transfer: PARKSON CORPORATION Master Account JPMorgan Chase New York, NY 10017
Account: 885093598, RTN/ABA: 021000021, Wire Swift Code BIC: CHASUS33



Quote Number **00036785**

-- You may fill out this portion as your Purchase Order or send us a hard copy of your company PO --

<p>Name: _____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Parkson will email a PDF of the invoice. Who shall this go to: _____</p> <p>PO# _____</p>	<p><input type="checkbox"/> Taxable or <input type="checkbox"/> Tax Exempt</p> <p><input type="checkbox"/> First Time Order with us? *** Please Provide the following ***</p> <p>Bill To Address: _____</p> <p>_____</p> <p>-----</p> <p>Ship Items to: _____</p> <p>_____</p> <p>_____</p>
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Sender: **Bradley Draper** Parkson - **Field Service Manager**
Phone: 205-655-7466 Email: bdraper@parkson.com Fax: 205-655-7669

Your Local Rep: **JBI Water**

How are we doing? Please use this link to provide us with your [Aftermarket Feedback](#).

IMPORTANT NOTICE: The information in this transmission is confidential and may also be privileged. If you are not the intended recipient, any use or dissemination of the information and any disclosure or copying of this document is unauthorized and strictly prohibited. If you have received this information in error, please promptly inform us by reply email or telephone. You should also delete this information and destroy any hard copies produced immediately.





CORPORATE OFFICE

1401 W. Cypress Creek Rd., Ste. 100

Fort Lauderdale, FL 33309

Phone 954.974.6610

Fax 954.974.6182

SPECIAL AFTERMARKET TERMS AND CONDITIONS (for LAKE HAVASU CITY, AZ)

These terms and conditions ("Agreement") apply to your purchase of Parts as described on page 1 above ("Parts") from Parkson Corporation ("Parkson"), is the entire contract between you and Parkson and supersedes any previous communications, representations or contracts between you and Parkson regarding the Parts. Any additional or different terms will not apply, and this Agreement may not be altered, supplemented or amended unless agreed to in writing by Parkson. By placing an order based on this Quotation, you accept and are bound to this Agreement.

1. **Orders.** Either a Purchase Order from you referencing this Quotation or the execution of this Quotation is required prior to order activation. You are responsible for ensuring that all information provided to Parkson is accurate and complete. Your order is subject to both acceptance and cancellation by Parkson, in its sole discretion. All orders are subject to Credit approval. Miscellaneous expenses (courier, freight charges, handling, insurance, etc.) and travel associated with the order will be for your account. You may not cancel or change an Order after acceptance by Parkson without the written consent of Parkson. If Parkson, in its sole discretion, agrees to cancel an Order, you are responsible to pay for all work completed and expenses incurred from the earlier of the date of the order, or authorization to proceed, plus a cancellation fee of 20% of the order value. If Parkson, in its sole discretion, agrees to change an order at your request, you are responsible to pay for all additional expenses resulting from that change.

2. **Payment Terms.** Payment terms are 100% Net 30 due from date of invoice, subject to credit approval. Parkson accepts cash, check, Visa, MasterCard and American Express. Parkson may invoice part of an order separately. A 2.0% processing fee will be added to all invoices over \$10,000 paid by credit card. If any payment is not made on time, late charges computed at the lesser of one and one-half percent (1½ %) per month or the highest amount permitted by law, shall be due and payable. There is a \$50 minimum on all orders. A Packaging and Handling fee of \$25 for all orders under \$2,000.00 will apply unless paying by credit card. In those situations, fees will be waived.

3. **Shipping; Title; Risk of Loss; Acceptance.** Parkson will pre-pay and add delivery charges to your invoice as a courtesy. Shipping terms for all Parts are FOB shipping point; therefore, delivery failures are not Parkson's responsibility. Quoted lead-times reflect best estimation based on loading and capacity at time of Quotation but are not guaranteed. Parkson reserves the right to inform you of lead-time changes. You must notify Parkson within ten (10) days of receipt of shipment, in writing, if you believe any part of your purchase is missing, wrong or damaged. Unless you have notified Parkson, specifying the nature of what is missing, wrong, or damaged within ten (10) days of shipment, Parts will be deemed accepted, non-returnable and non-refundable.

4. **Taxes.** Unless provided with a valid and correct tax exemption certificate applicable to your purchase of Parts and the Parts' ship-to location, Parts sold by Parkson and shipped to certain destinations are subject to collection of sales tax by Parkson. You are responsible for any other sales, use or other taxes associated with the order.

5. **Force Majeure.** Parkson shall not be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions or any other occurrence commonly known as Force Majeure, including war, riots, acts of terrorism, embargoes, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances that prevent or hinder the manufacture or delivery of the Parts. Parkson may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence and in such event Parkson shall have no liability to you whatsoever.

6. **Warranty.** If the order is for parts only, the warranty shall be for a period of ninety (90) days following the Parts shipment date. If the order includes any onsite service by Parkson, the warranty shall be for a period of one (1) year from the Parts shipment date. This shall be a limited warrant, to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, you must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Parts immediately available for inspection by Parkson or its service representative. If Parkson's inspection indicates nonconforming materials and/or workmanship, the Parts will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Parts may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace Parts at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or

representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Parts per this Warranty. The following will void this warranty: Parts that are used for purposes other than those for which they were designed; Parts not used in accordance with generally approved practices; disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism; unauthorized alterations to or modifications of the Parts not approved by Parkson, in writing; Abuse, neglect or misuse of Parts, including without limitation, operation of Parts after a defect is discovered; Operation of Parts by persons not properly trained for that purpose; failure to operate the Parts in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or, failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance. Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3rd parties in causing nonconformity of the Parts are not covered under this Warranty. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

7. **Limitation of Liability.** PARKSON DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY FOR PARTS NOT BEING AVAILABLE FOR USE, LOST REVENUE OR PROFITS OR LOSS OF BUSINESS. PARKSON WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PARTS, PARKSON IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PARTS. PARKSON SHALL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, FOR ATTORNEYS' OR LITIGATION EXPENSES.

8. You shall comply and require your employees to comply with all instructions provided by Parkson regarding installation, use and maintenance of the Parts and shall require your employees to use reasonable care and all safety devices in the operation and maintenance of said Parts. You shall not remove or permit removal or modification of any safety device, warning sign or label. You shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Parts and cooperate with Parkson in investigating any such accident or malfunction.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to the choice of law principles thereof. Any action arising out of or relating to this Agreement shall be brought to any federal or state court in Arizona having jurisdiction of the subject matter and you irrevocably consent that such a court shall have personal jurisdiction over you, and you waive any objection that the court is an inconvenient forum.

10. Special Municipal Terms:

(a) This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

(b) Parkson certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Parkson becomes aware it is not in compliance with this certification, it shall notify the City within five business days after becoming aware. This Contract will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)