



CITY OF NORTH PORT PROCUREMENT REQUEST FORM SOLE/SINGLE SOURCE/STANDARDIZATION



Please indicate: Visa Purchase Purchase Order

Single Purchase (For current FY) Blanket Purchase (Ongoing purchases for current FY) Change Order Amendment

DEPARTMENT/DIVISION: Utilities/ Wastewater NAME OF REQUESTOR: Nicole Brown
If Applicable: COMMISSION MEETING DATE: 2/9/2021 AGENDA ITEM NUMBER: 21-0189

Section 2-407 of the City of North Port Procurement Code states a Sole/Single source purchase is defined as a non-competitive purchase of supplies, equipment and contractual services that is either: the only item that will produce the desired results; or is available from only one source of supply who possesses the unique and singularly available capability to meet the requirement of the solicitation (such as technical qualifications, ability to deliver at a particular time, or services from a public utility). Sole Source services must be available only from vendors (firms or individuals) who are uniquely qualified to perform such services. All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.

A. Please describe all products and/or services to be procured under this exemption:
(If additional space is needed, please attach a separate memo)

Pumps, control panel and associated components for needed for the rehabilitation of the following lift stations: #25, #35, #47, #60, #10, #20, #21, #37, #38, & #39

B. Briefly explain why it is in the best interest of the City to exempt this procurement from competition:
(If additional space is needed, please attached separate memo)

Utilities has standardized it's lift station infrastructure with over 3/4 of the City's 113 station equipped with Flygt pumps, control panels and associated equipment. Xylem Water Solutions USA, Inc. is the only authorized distributor of Flygt products, services, and warranty work in the State of Florida.

C. What steps were taken to verify that these goods and/or services are not available elsewhere?

Other brands/manufacturers were examined (please list name and phone numbers, and explain why they are not suitable for use by the City – attach additional pages as necessary, **do not leave blank**):

The City has moved to standardize lift station equipment and components with station infrastructure designed and constructed specifically for standardized equipment. To change to a different manufacturer would require additional expense to repipe and/or reconfigure existing infrastructure to accommodate alternate brand.



CITY OF NORTH PORT PROCUREMENT REQUEST FORM SOLE/SINGLE SOURCE/STANDARDIZATION



Other vendors were contacted (please list names and phone numbers, and explain why those contacted would not meet the needs of the City – attach additional pages as necessary, **do not leave blank**):

Because Flygt equipment, associated parts, accessories, repairs and maintenance services may only be obtained through Xylem Water Solutions, no other vendors were contacted for consideration.

D. Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statements:

Patent, copyright or unique design restrictions (**Sole Source**) *Attach verification from Manufacturer*

Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination (**Sole Source**) *Must attach verification from Manufacturer*

Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function (**Sole Source**) * Must attach verification from Manufacturer*

Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the “sole or single source” restriction (**Single Source**) * Must attach verification from Manufacturer*

When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is **available** from only one source. Testing must be performed as often as practical (**Single Source**) * Must attach verification from Manufacturer*

Purchases for a brand product are to be made from one selected **supplier**, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City’s needs (**Single Source**). *Must attach backup/supporting documentation to this form.

Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative (**Single Source**) * Must attach verification from Manufacturer*



CITY OF NORTH PORT PROCUREMENT REQUEST FORM SOLE/SINGLE SOURCE/STANDARDIZATION



The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. **(Standardization) *Must attach justification to this form. For brand-specific items, quotes should still be obtained***

Other: None or some of the above apply. ***Detailed explanation and justification for this sole/single source request must be provided below. Attach additional pages as necessary***

Xylem Water Solutions USA, Inc

E. Vendor Information

Vendor Name: Xylem Water Solutions USA, Inc Vendor Number: 5548
Address: 5771 Country Lakes Dr, Fort Myers, FL 33905
Contact: Ray Kahler Phone: 239-693-5226 Email: ray.kahler@xylem.com

Vendor Tracking:

Check if Vendor Documents Current

YTD Dept Exp. (Inclusive): \$ 447,542.00

To be completed by Purchasing:

YTD City Wide Exp. (Inclusive): \$ 447,542.00

(For Purchasing Division)

Verified By: Keith Raney Date Posted: 1-14-21 -1-21-21

Sole/Single Source Number: SS21-38 Eff. Date: 1-22-21 Exp. Date: 1-22-22

PURCHASE DETAILS



CITY OF NORTH PORT PROCUREMENT REQUEST FORM SOLE/SINGLE SOURCE/STANDARDIZATION



Please provide the amount of the purchase for this product or service: \$ 287,850.00

Account # 420-6062-535.63-00 Project # U21LSR Subtotal \$ 287,850.00
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____

Line Item No.	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Brackets & Guide Rails needed to rehab Lift Stations #25, #35, #47, & #60	\$\$	28374	1.00	\$28,374.00
2	Pumps, panel & components for Lift Station #10	\$\$	45136	1.00	\$45,136.00
3	Pumps, panel & components for Lift Station #20	\$\$	45136	1.00	\$45,136.00
4	Pumps, panel & components for Lift Station #21	\$\$	56338	1.00	\$56,338.00
5	Pumps, panel & components for Lift Station #37	\$\$	21449	1.00	\$21,449.00
6	Pumps, panel & components for Lift Station #38	\$\$	23826	1.00	\$23,826.00
7	Pumps, panel & components for Lift Station #39	\$\$	67591	1.00	\$67,591.00
Shipping (FOB Destination)					
Total					\$287,850.00

Attach Additional Pages if Necessary

I approve the Sole/Single Source/Standardization procurement(s) as requested herein:

Requesting Department Director: Richard Newkirk Digitally signed by Richard Newkirk
Date: 2021.01.13 06:39:26 -05'00' Date: _____

Budget Administrator: _____ Date: _____

Purchasing: _____ Date: _____

Finance Director (If applicable): _____ Date: _____

Assistant City Manager (If applicable): _____ Date: _____

City Manager (If applicable): _____ Date: _____

Print Form

Clear All Fields



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: **SS NO. 21-38**

Date Posted: **January 14, 2021**

Written Response Due Date: **January 21, 2021**

This is **not** a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will **not** be considered as proposals, bids, or quotes.

☞ **DESCRIPTION OF SERVICE/PRODUCT: Pumps, panel and components for lift station**

☞ **AMOUNT** (This is an acquisition with an estimated value of): **\$287,850.00**

☞ **VENDOR: Xylem Water Solutions USA, Inc.**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@cityofnorthport.com. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.cityofnorthport.com. This Notice of Intent is posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/default.aspx>. If you have any questions, concerns, or problems accessing this request using the link, please contact Keith Raney, Contract Administrator II, at 941.429.7103. Request for additional information or clarification regarding the specifications must

be sent via facsimile to 941.429.7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored.



Xylem Water Solutions USA, Inc.
Flygt Products

November 5, 2020

CITY OF NORTH PORT WWTP
6444 W PRICE BLVD
NORTH PORT FL 34291-4104

5771 Country Lakes Dr
Ft Myers, FL 33905
Tel (239) 693-5226
Fax (239) 693-1485

Quote # 2020-FTM-0358

Attn: Tom Davel
Job Name: LS #25 Rehab

Parts				
Qty	Part Number	Description	Unit Price	Extended Price
2	613 68 04	BRACKET, GUIDE BAR UPPER 2" 316	\$ 218.00	\$ 436.00
100	14-49 01 03	TS3162 FEET 2"GUIDE RAIL 316SS 4 EA X 25'	\$ 48.00	\$ 4,800.00
			Price	\$ 5,236.00
			Freight Charge	\$ 241.00
			Total Price	\$ 5,477.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for ninety (90) days.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Credit Card payments will be assessed a 3.5% surcharge fee on the invoice total.

Schedule: Please consult your local Flygt Branch to get fabrication and delivery lead times.



Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Alyssa Ahner
Senior Customer Support Specialist
Phone: 239-322-3256
alyssa.ahner@xyleminc.com
Fax: 239-693-1485

Ray Kahler
Sales Representative
Phone: 239-322-3259
ray.kahler@xyleminc.com
Fax: 239-693-1485

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0358
Customer Name: City of North Port
Job Name: LS #25 Rehab
Total Amount: \$ 5,477.00

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

Phone: _____

Email: _____

Fax: _____





Xylem Water Solutions USA, Inc.
Flygt Products

November 5, 2020

CITY OF NORTH PORT WWTP
6444 W PRICE BLVD
NORTH PORT FL 34291-4104

5771 Country Lakes Dr
Ft Myers, FL 33905
Tel (239) 693-5226
Fax (239) 693-1485

Quote # 2020-FTM-0359

Attn: Tom Davel
Job Name: LS #35 Rehab

Parts				
Qty	Part Number	Description	Unit Price	Extended Price
2	613 68 04	BRACKET, GUIDE BAR UPPER 2" 316	\$ 218.00	\$ 436.00
80	14-49 01 03	TS3162 FEET 2"GUIDE RAIL 316SS 4 EA X 20'	\$ 48.00	\$ 3,840.00
			Price	\$ 4,276.00
			Freight Charge	\$ 235.00
			Total Price	\$ 4,511.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for ninety (90) days.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Credit Card payments will be assessed a 3.5% surcharge fee on the invoice total.

Schedule: Please consult your local Flygt Branch to get fabrication and delivery lead times.



Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Alyssa Ahner
Senior Customer Support Specialist
Phone: 239-322-3256
alyssa.ahner@xyleminc.com
Fax: 239-693-1485

Ray Kahler
Sales Representative
Phone: 239-322-3259
ray.kahler@xyleminc.com
Fax: 239-693-1485

Customer Acceptance

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A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0359
Customer Name: City of North Port
Job Name: LS #35 Rehab
Total Amount: \$ 4,511.00

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

Phone: _____

Email: _____

Fax: _____





Xylem Water Solutions USA, Inc.
Flygt Products

November 5, 2020

5771 Country Lakes Dr
Ft Myers, FL 33905
Tel (239) 693-5226
Fax (239) 693-1485

CITY OF NORTH PORT WWTP
6444 W PRICE BLVD
NORTH PORT FL 34291-4104

Quote # 2020-FTM-0360

Attn: Tom Davel
Job Name: LS #47 Rehab

Parts				
Qty	Part Number	Description	Unit Price	Extended Price
2	14-59 10 25	HA3UGB316 3" U.GUIDE BRKT 316	\$ 235.00	\$ 470.00
100	14-49 01 01	TS3163 FEET 3"GUIDE RAIL 316SS 4 EA X 25'	\$ 93.00	\$ 9,300.00
Price				\$ 9,770.00
Freight Charge				\$ 364.00
Total Price				\$ 10,134.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for ninety (90) days.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Credit Card payments will be assessed a 3.5% surcharge fee on the invoice total.

Schedule: Please consult your local Flygt Branch to get fabrication and delivery lead times.



Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Alyssa Ahner
Senior Customer Support Specialist
Phone: 239-322-3256
alyssa.ahner@xylem.com
Fax: 239-693-1485

Ray Kahler
Sales Representative
Phone: 239-322-3259
ray.kahler@xylem.com
Fax: 239-693-1485

Customer Acceptance

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A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0360
Customer Name: City of North Port
Job Name: LS #47 Rehab
Total Amount: \$ 10,134.00

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____





Xylem Water Solutions USA, Inc.
Flygt Products

November 5, 2020

5771 Country Lakes Dr
Ft Myers, FL 33905
Tel (239) 693-5226
Fax (239) 693-1485

CITY OF NORTH PORT WWTP
6444 W PRICE BLVD
NORTH PORT FL 34291-4104

Attn: Tom Davel
Job Name: LS #60 Rehab

Quote # 2020-FTM-0361

Parts

Qty	Part Number	Description	Unit Price	Extended Price
2	14-59 10 25	HA3UGB316 3" U.GUIDE BRKT 316	\$ 235.00	\$ 470.00
80	14-49 01 01	TS3163 FEET 3"GUIDE RAIL 316SS 4 EA X 20'	\$ 93.00	\$ 7,440.00
Price				\$ 7,910.00
Freight Charge				\$ 342.00
Total Price				\$ 8,252.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for ninety (90) days.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Credit Card payments will be assessed a 3.5% surcharge fee on the invoice total.

Schedule: Please consult your local Flygt Branch to get fabrication and delivery lead times.



Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Alyssa Ahner
Senior Customer Support Specialist
Phone: 239-322-3256
alyssa.ahner@xyleminc.com
Fax: 239-693-1485

Ray Kahler
Sales Representative
Phone: 239-322-3259
ray.kahler@xyleminc.com
Fax: 239-693-1485

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0361
Customer Name: City of North Port
Job Name: LS #60 Rehab
Total Amount: \$ 8,252.00

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____





To: City of Northport Utilities

Date: November 6th, 2020

Subject: LS #10 Rehab
 NorthPort

Quote Number: 2020-FTM-0363(RK)

We are pleased to offer the following equipment:

- (2) 3" Np3085.060 3Hp/230V/3Ph./60Hz FLYGT N Pumps with 463 Hard Iron Impellers.
 50' of Motor Cable. Disable FLS.
- (1) Duplex Control Panel 3Hp/230V/3Ph. Built to North Port Standards
 To Include:
 TCU snap in kit and wiring in panel for installation of existing customer supplied TCU, RIO,
 Mixer circuits in panel, Siemens SiTrans Transducer.
- (2) 1/4" X 20' 316SS Lifting Chain
- (2) 4"X4" Discharge Connection
- (16) 3/4" X 8 1/2" Threaded Rod 316SS with adhesive anchoring system
- (2) 24" X 24" X .25" 304SS Base Plates
- (2) 2" Upper Guide Bar Bracket 316SS
- (4) 20' X 2" 316ss Guide Rail (1 Piece Rails) (80' Total)
- (1) Cable Holder 316SS
- (1) Start-Up Charge

Price (including freight) : \$45,136.00 Plus taxes, if applicable.

NOTE: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

NOTE: Data Flow Antenna, Mast, and Start-Up services by others.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
 See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages



should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

- Terms of Delivery:** Full Freight Allowed
- Validity:** This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc.
- Terms of Payment:** 90% N45 after invoice date; 10% NTE 120 after initial invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
- Schedule:** Please consult your local FLYGT Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Raymond C. Kahler IV

Raymond C. Kahler
Sales Representative
Phone: 239-322-3259
Cell: 239-633-2554
Ray.kahler@xyleminc.com
Fax: 239-693-1485

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0363(RK)
Customer Name: City of Northport Utilities
Job Name: LS #10 Rehab - Northport
Freight: \$ 798.00

Total Amount (including freight): \$ 45,136.00 Plus Taxes, if applicable.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____





To: City of Northport Utilities

Date: November 6th, 2020

Subject: LS #20 Rehab
 NorthPort

Quote Number: 2020-FTM-0364(RK)

We are pleased to offer the following equipment:

- (2) 3" Np3085.060 3Hp/230V/3Ph./60Hz FLYGT N Pumps with 462 Hard Iron Impellers.
 50' of Motor Cable. Disable FLS.
- (1) Duplex Control Panel 3Hp/230V/3Ph. Built to North Port Standards
 To Include:
 TCU snap in kit and wiring in panel for installation of existing customer supplied TCU, RIO,
 Mixer circuits in panel, Siemens SiTrans Transducer.
- (2) 1/4" X 20' 316SS Lifting Chain
- (2) 4"X4" Discharge Connection
- (16) 3/4" X 8 1/2" Threaded Rod 316SS with adhesive anchoring system
- (2) 24" X 24" X .25" 304SS Base Plates
- (2) 2" Upper Guide Bar Bracket 316SS
- (4) 20' X 2" 316ss Guide Rail (1 Piece Rails) (80' Total)
- (1) Cable Holder 316SS
- (1) Start-Up Charge

Price (including freight) : \$45,136.00 Plus taxes, if applicable.

NOTE: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

NOTE: Data Flow Antenna, Mast, and Start-Up services by others.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
 See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages



should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

- Terms of Delivery:** Full Freight Allowed
- Validity:** This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc.
- Terms of Payment:** 90% N45 after invoice date; 10% NTE 120 after initial invoice date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
- Schedule:** Please consult your local FLYGT Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Raymond C. Kahler IV

Raymond C. Kahler
Sales Representative
Phone: 239-322-3259
Cell: 239-633-2554
Ray.kahler@xylem.com
Fax: 239-693-1485

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0364(RK)
Customer Name: City of Northport Utilities
Job Name: LS #20 Rehab - Northport
Freight: \$ 798.00

Total Amount (including freight): \$ 45,136.00 Plus Taxes, if applicable.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____





To: City of Northport Utilities

Date: November 6th, 2020

Subject: LS #21 Rehab
 NorthPort

Quote Number: 2020-FTM-0365(RK)

We are pleased to offer the following equipment:

- (2) 3" Np3127.060 10Hp/230V/3Ph./60Hz FLYGT N Pumps with 488 Hard Iron Impellers.
 50' of Motor Cable. Disable FLS.
- (1) Duplex Control Panel 10Hp/230V/3Ph. Built to North Port Standards
 To Include:
 TCU snap in kit and wiring in panel for installation of existing customer supplied TCU, RIO,
 Mixer circuits in panel, Siemens SiTrans Transducer.
- (2) 1/4" X 20' 316SS Lifting Chain
- (2) 4"X4" Discharge Connection
- (16) 3/4" X 8 1/2" Threaded Rod 316SS with adhesive anchoring system
- (2) 24" X 24" X .25" 304SS Base Plates
- (2) 2" Upper Guide Bar Bracket 316SS
- (4) 20' X 2" 316ss Guide Rail (1 Piece Rails) (80' Total)
- (1) Cable Holder 316SS
- (1) Start-Up Charge

Price (including freight) : \$56,338.00 Plus taxes, if applicable.

NOTE: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

NOTE: Data Flow Antenna, Mast, and Start-Up services by others.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
 See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages



should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Full Freight Allowed

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc.

Terms of Payment: 90% N45 after invoice date; 10% NTE 120 after initial invoice date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local FLYGT Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Raymond C. Kahler IV

Raymond C. Kahler
Sales Representative
Phone: 239-322-3259
Cell: 239-633-2554
Ray.kahler@xylem.com
Fax: 239-693-1485

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0365(RK)
Customer Name: City of Northport Utilities
Job Name: LS #21 Rehab - Northport
Freight: \$ 2,095.00.00

Total Amount (including freight): \$ 56,338.00 Plus Taxes, if applicable.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____





Xylem Water Solutions USA, Inc.
 5771 Country Lakes Drive Fort Myers, Florida 33905
 Phone: 239-693-5226 Fax: 239-693-1485

To: City of Northport Utilities

Date: November 6th, 2020

Subject: LS #37 Mayland Rehab
 NorthPort

Quote Number: 2020-FTM-0367(RK)

We are pleased to offer the following equipment:

- (2) 3" Np3085.060 3Hp/230V/3Ph./60Hz FLYGT N Pumps with 462 Hard Iron Impellers.
 50' of Motor Cable. Disable FLS.
- (2) 1/4" X 20' 316SS Lifting Chain
- (2) 4"X4" Discharge Connection
- (16) 3/4" X 8 1/2" Threaded Rod 316SS with adhesive anchoring system
- (2) 24" X 24" X .25" 304SS Base Plates
- (2) 2" Upper Guide Bar Bracket 316SS
- (4) 20' X 2" 316ss Guide Rail (1 Piece Rails) (80' Total)
- (1) Cable Holder 316SS
- (1) Start-Up Charge

Price (including freight) : \$21,449.00 Plus taxes, if applicable.

NOTE: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

NOTE: Data Flow Antenna, Mast, and Start-Up services by others.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
 See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Full Freight Allowed



Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc.

Terms of Payment: 90% N45 after invoice date; 10% NTE 120 after initial invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local FLYGT Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Raymond C. Kahler IV

Raymond C. Kahler
Sales Representative
Phone: 239-322-3259
Cell: 239-633-2554
Ray.kahler@xyleminc.com
Fax: 239-693-1485

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0367 (RK)
Customer Name: City of Northport Utilities
Job Name: LS #37 Mayland Rehab - Northport
Freight: \$ 798.00
Total Amount (including freight): \$ 21,449.00 Plus Taxes, if applicable.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____





Xylem Water Solutions USA, Inc.
 5771 Country Lakes Drive Fort Myers, Florida 33905
 Phone: 239-693-5226 Fax: 239-693-1485

To: City of Northport Utilities

Date: November 6th, 2020

Subject: LS #38 Wexford Rehab
 NorthPort

Quote Number: 2020-FTM-0366(RK)

We are pleased to offer the following equipment:

- (2) 4" Np3102.060 5Hp/230V/3Ph./60Hz FLYGT N Pumps with 463 Hard Iron Impellers.
 50' of Motor Cable. Disable FLS.
- (2) 1/4" X 20' 316SS Lifting Chain
- (2) 4"X4" Discharge Connection
- (16) 3/4" X 8 1/2" Threaded Rod 316SS with adhesive anchoring system
- (2) 24" X 24" X .25" 304SS Base Plates
- (2) 2" Upper Guide Bar Bracket 316SS
- (4) 20' X 2" 316ss Guide Rail (1 Piece Rails) (80' Total)
- (1) Cable Holder 316SS
- (1) Start-Up Charge

Price (including freight) : \$23,826.00 Plus taxes, if applicable.

NOTE: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

NOTE: Data Flow Antenna, Mast, and Start-Up services by others.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
 See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages.

Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Full Freight Allowed



Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc.

Terms of Payment: 90% N45 after invoice date; 10% NTE 120 after initial invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local FLYGT Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Raymond C. Kahler IV

Raymond C. Kahler
Sales Representative
Phone: 239-322-3259
Cell: 239-633-2554
Ray.kahler@xyleminc.com
Fax: 239-693-1485

Customer Acceptance

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A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0366(RK)
Customer Name: City of Northport Utilities
Job Name: LS #38 Wexford Rehab - Northport
Freight: \$ 887.00.00
Total Amount (including freight): \$ 23,826.00 Plus Taxes, if applicable.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____





To: City of Northport Utilities

Date: November 6th, 2020

Subject: LS #39 Rehab
 NorthPort

Quote Number: 2020-FTM-0368(RK)

We are pleased to offer the following equipment:

- (2) 3" Np3153.185 12Hp/230V/3Ph./60Hz FLYGT N Pumps with 466 Hard Iron Impellers.
 50' of Motor Cable. Disable FLS.
- (1) Duplex Control Panel 12Hp/230V/3Ph. Built to North Port Standards
 To Include:
 TCU snap in kit and wiring in panel for installation of existing customer supplied TCU, RIO,
 Mixer circuits in panel, Siemens SiTrans Transducer.
- (2) 1/4" X 20' 316SS Lifting Chain
- (2) 4"X4" Discharge Connection
- (16) 3/4" X 8 1/2" Threaded Rod 316SS with adhesive anchoring system
- (2) 24" X 24" X .25" 304SS Base Plates
- (2) 2" Upper Guide Bar Bracket 316SS
- (4) 20' X 2" 316ss Guide Rail (1 Piece Rails) (80' Total)
- (1) Cable Holder 316SS
- (1) Start-Up Charge

Price (including freight) : \$67,591.00 Plus taxes, if applicable.

NOTE: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

NOTE: Data Flow Antenna, Mast, and Start-Up services by others.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
 See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages



should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

- Terms of Delivery:** Full Freight Allowed
- Validity:** This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc.
- Terms of Payment:** 90% N45 after invoice date; 10% NTE 120 after initial invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
- Schedule:** Please consult your local FLYGT Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Raymond C. Kahler IV

Raymond C. Kahler
Sales Representative
Phone: 239-322-3259
Cell: 239-633-2554
Ray.kahler@xyleminc.com
Fax: 239-693-1485

Customer Acceptance

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A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-FTM-0368(RK)
Customer Name: City of Northport Utilities
Job Name: LS #39 Rehab - Northport
Freight: \$ 2,577.00.00

Total Amount (including freight): \$ 67,591.00 Plus Taxes, if applicable.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____





Frank Jones
Southeast Regional Manager

Xylem Inc / Flygt Products
455 Harvest Time Drive
Sanford, FL 32771
Tel 407-880-2900
Fax 407-880-2962

September 14th, 2020

For F/Y 2020-2021

To: City of NorthPort, Florida

From: Frank Jones

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised that Xylem Water Solutions USA, Inc. is the only authorized vendor for FLYGT Products and is the only authorized service, repair, and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you with original equipment spare parts and repair & warranty service.

Xylem Water Solutions USA, Inc. (formerly ITT Water & Wastewater) is the sole sales point for Florida from one of our facilities in Sanford, West Palm (Jupiter), or Ft. Myers.

FLYGT products are manufactured in our facility in Southern Sweden and distributed by our direct offices in Florida listed above

Thank you for your interest in FLYGT Products. Please feel free to contact me if you have any questions regarding distribution or any other matters

Sincerely,

Frank Jones

Frank Jones
Xylem Water Solutions USA, Inc.

Scrutinized Company Certification Form

Company Name: <u>Xylem Water Solutions U.S.A., Inc.</u>
Authorized Representative Name and Title: <u>Christopher Stewart - Branch Manager</u>
Address: <u>5771 Country Lakes Drive</u> City: <u>Fort Myers</u> State: <u>FL.</u> ZIP: <u>33905</u>
Phone Number: <u>239-322-3256</u> Email Address: <u>Chris.Stewart@Xyleminc.com</u>

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.
Certified By: <u>CHRISTOPHER STEWART</u> AUTHORIZED REPRESENTATIVE SIGNATURE
Print Name and Title: <u>Christopher Stewart - Branch Manager</u>
Date Certified: <u>09-15-2020</u>

Solicitation/Contract/PO Number (Completed by Purchasing): _____

Cathy Ross
Contracts Administrator

162 S Vance Ct, Lakewood, CO 80226
Tel +1 561.596.3862
cathy.ross@xylem.com

November 4, 2020

Nicole Brown
City of North Port
Purchasing Division
4970 City Hall Blvd.
North Port, FL 34286

SUBJECT: Project – Island Walk LS 82
Your PO# 048694
Flygt Quote # 2020-FTM-0138 Alt 1 Ver 2

Dear Ms. Brown,

Thank you for your Purchase Order for Xylem (FLYGT) equipment for this project. We have reviewed your Purchase Order Terms and Scope of Supply and are in general agreement with them. Prior to finalizing your order, however, we need to come to a final agreement on the items below.

Scope of Supply

As detailed in your Purchase Order, the scope of equipment supply for this purchase order shall be as outlined in FLYGT's proposal # 2020-FTM-0138 Alt 1 Ver 2 dated October 28, 2020. The technical portion of Vendor's quote shall be incorporated as a binding part of the order (excluding FLYGT's terms and conditions).

Payment Terms

Per our quote, the terms of payment are as follows: 100% Net 45 days following invoice date.

Shop Drawing Submission / Delivery Schedule

Your purchase order does not indicate a schedule. The lead time for this equipment is 4-12 weeks from receipt of (i) this letter, fully executed and (ii) written release to manufacture. No submittals are required for this order.

*Lead Time

Accessories – 4 weeks

Control Panels – 8 weeks

Pumps – 12 weeks

*The COVID-19 pandemic's global effects on commerce, supply chain, and logistics are fluid and unpredictable. As such, while we will continue to take action to mitigate related disruptions to our business and will use all commercially reasonable efforts to minimize any delivery delay impacts; our current delivery lead-times are forecasted estimates only.

Delivery will be coordinated with Alyssa Ahner, Senior Customer Support Specialist. She can be reached at (m) 239.264.6286 or (o) 239-322-3256 and alyssa.ahner@xylem.com.

Terms & Conditions

Item 21 – Indemnity

Paragraph 1:

Line 1 - **Add:** "Arising from and to the extent of Vendor's negligence, the Vendor shall be fully liable..."

Line 2 - **Add:** "...including reasonable attorneys' fees..."

Line 3 – *delete* the words "...to real property or..."

Paragraph 2: Line 2 – **Add:** "...including reasonable attorneys' fees..."

Paragraph 5: Line 1 – *delete* the words: "...in addition to other remedies available to it at law or equity..."

Mutual Waiver and Limitation of Liability

Buyer and Vendor (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort, or otherwise, is limited to the Purchase Order price ("Cap"). This Cap **does not apply to:** (a) costs, losses, or damages asserted by third parties for destruction of tangible property, bodily injury, sickness, or death; or (b) gross negligence or willful misconduct. To the extent the Purchase Order provides a remedy for a given default, it is the sole and exclusive remedy available in lieu of any/all other remedies available at law, in equity, or otherwise. This Clause prevails over all other Purchase Order clauses.

Additional Items

We will need the following information to finalize your order:

1. Contact name with phone at the jobsite
2. A copy of your tax exemption certificate
3. Your Federal I.D. number

We would appreciate it if you would execute this letter so that it becomes a binding part of your purchase order and our formal contractual obligations. Please sign and return it to me (cathy.ross@xylem.com) with the above requested items at your earliest possible convenience so that we may adhere to the above schedule. Failure to respond to this letter in a timely manner may affect the delivery schedule. If you have any questions or concerns, please do not hesitate to contact me at (561) 596-3862.

Best Regards,



Cathy Ross
Contracts Administrator

Accepted by: (authorized party to bind company)

Printed Name

Title

Peter Lear

Signature

Digitally signed by Peter Lear
DN: cn=Peter Lear, o=City of North Port, ou,
email=plear@cityofnorthport.com, c=US
Date: 2020.11.12 12:09:25 -0500

Date