



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. 24-08**

Date Posted: **December 6, 2023**

Written Response Due Date: **December 13, 2023**

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:** **Remove and install Life Floor at Atwater Splash Pad**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$50,000.00**
- **VENDOR:** **Inside Edge Commercial Interior Services**

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@northportfl.gov. 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.northportfl.gov. This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Bernice Moen, Purchasing Specialist II, at 941.429.7114. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@northportfl.gov. No verbal requests will be honored.

STATUS: PURCHASING AGENT
REASON: REPLACEMENT OF ATWATER SPLASH PAD SURFACE

DATE: 12/01/23

REQUISITION BY: LEANN TURNER

SHIP TO LOCATION: PARKS & REC MAINTENANCE SUGGESTED VENDOR: 8102 INSIDE EDGE COMMERCIAL INTERIO DELIVER BY DATE: 9/30/24

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REPLACEMENT OF ATWATER SPLASH PAD SURFACE COMMODITY: BUILDNG MAINT,INSLAT REPR SUBCOMMOD: FLOORING MAINT/REP REFINI	50000.00	\$\$	1.0000	50000.00	
REQUISITION TOTAL:					50000.00	

A C C O U N T I N F O R M A T I O N					
LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	32130385726300	IMPROVE OTHER THAN BLDGS	P24ASR ATWATER PARK SPLASHPAD RE	100.00	50000.00
					50000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



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: Parks & Recreation NAME OF REQUESTOR: LeAnn Turner

If Applicable: COMMISSION MEETING DATE: _____ AGENDA ITEM NUMBER: _____

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)

Replacement of the Atwater Splash Pad poured in place rubber surfacing with modular tile specifically designed for aquatic surfaces. Life Floor is the first splash pad surface to be certified by NSF/ANSI/CAN 50. The modular tiles offer the flexibility to be replaced individually if needed to due to aging or damage.

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)

Life floor modular tile is specifically designed for aquatic environments and is impervious to water, dirt, and debris allowing the tiles to be cleaned and maintained much easier than other aquatic surfacing. Unlike the current surfacing, this product does not need to be resealed over time. Life Floor's patented RepelCell™ Technology makes the surface non-absorbent, antimicrobial, and stain-proof. Life Floor is the sole source for an aquatic safety surface which meets the stringent NSF/ANSI/CAN 50 aquatic safety surfacing standards. Inside Edge is the only installer in the United States who is authorized to install Life Floor and offer the full 5 year warranty on product and 2 year warranty on installation.

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**):

Research for other aquatic surfacing companies was completed and all use the Life Floor product.



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**):

MRC Recreation - online retailer, is a third party reseller of the Life Floor product.

AquaSeal - online retailer, also a third party reseller of the Life Floor product.

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*

Life Floor is the sole source for an aquatic safety surface which meets the stringent NSF/ANSI/CAN 50 aquatic safety surfacing standards. Inside Edge is the only installer in the United States who is authorized to install Life Floor and offer the full 5 year warranty on product and 2 year warranty on installation. Winter Haven, Clermont and Tavares municipalities recently installed this aquatic flooring solution, through a sole source, and are pleased with the product as installed.

E. Vendor Information

Vendor Name: Inside Edge Safety Surfaces Vendor Number: 8102
Address: 2700 Blue Water Road, suite 400, Eagen, MN 55121
Contact: Nathan Miner Phone: 612-281-6825 Email: Nathan@safetysurfaces.com

Vendor Tracking:

☐ Check if Vendor Documents Current

YTD Dept Exp. (Inclusive): \$ _____

To be completed by Purchasing:

YTD City Wide Exp. (Inclusive): \$ _____

(For Purchasing Division)

Verified By: _____ Date Posted: _____

Sole/Single Source Number: _____ Eff. Date: _____ Exp. Date: _____

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: \$ 50,000.00

Account # 321-3038-572-63-00 Project # P24ASR Subtotal \$ 50,000.00
Account # _____ Project # _____ Subtotal \$ _____
Account # _____ Project # _____ Subtotal \$ _____
Account # _____ Project # _____ Subtotal \$ _____

Line Item No.	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Prep work, installation and finishing work to replace the Atwater Splash pad surface. Per proposal	\$\$	47,586.58	1	\$47,586.58
2	Additional, unforeseen expenses	\$\$	2,413.42	1	\$2,413.42
	Shipping (FOB Destination)				
				Total	\$50,000.00

Attach Additional Pages if Necessary

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

Requesting Department Director: Sandy Pfundheller Digitally signed by Sandy Pfundheller
DN: DC=northport, DC=colty, OU=Departments, OU=Parks & Rec, OU=Admin - City Hall, OU=Users, CN=Sandy Pfundheller
Reason: I am approving this document
Location:
Date: 2023.11.27 08:44:02-05'00'
Foxit PDF Editor Version: 12.1.1 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

Account: North Port Florida

11.17.2023

Location: 4475 Skyway Avenue North Port, FL 34288

Project: Atwater Park Splash Pad_FL

PROJECT OVERVIEW

Scope:

- Inside Edge will provide “Preferred” certified labor and material to install Life Floor at the existing area as per the attached plan.

Prep Work:

- Inside Edge will remove the existing PIP and diamond grind the concrete substrate to prepare it to receive new Life Floor.
- Inside Edge will properly clean the surface prior to application of Life Floor and adhesive.

****NOTE: Concrete repairs and leveling are NOT included; if required, a Change Work Order will be issued.**

Installation:

- Inside Edge will lay, cut, and adhere Life Floor (1,200 SQ FT not including cutting allowance) in a 5 color random pattern - attached below.

****NOTE: Assumed transition strips are not needed; if required, additional costs will be incurred.**

Finishing:

- Inside Edge will wipe down new Life Floor to remove any residual adhesive left on the surface or seams of the tiles.
- Inside Edge will roll the Life Floor tiles down to ensure proper tile adhesion.
- Inside Edge will complete a final quality control check of tile installation and do walk through with Site Supervisor before leaving the project.

Items Specifically NOT included:

- Bid or Performance Bonds
- Substrate repairs or adjustments
- Dumpster/Offsite Disposal
- Union or Prevailing Wage Rates
- Install below non-accessable playstructures

****LIFE FLOOR TILES REQUIRE AN 12-WEEK LEAD TIME UPON RECEIPT OF ORDER****

QUOTE

****VALID FOR 60 DAYS - 01.19.2024****

Project - Labor, Materials, & Shipping	SQ FT	SUBTOTAL
Atwater Park Splash Pad	1,200	\$47,586.58

☐ TAX - (Uncheck to REMOVE tax if project is tax exempt) \$1,440.94

***Tax Exempt Certificate Required

Total \$47,586.58

Payment Terms:

- 50% Down payment (Due upon signing of contract)
- 50% Final payment (Due upon substantial completion)

Purchaser Signature: _____ Date: _____

Printed Name/Title: _____



To whom it may concern,

Life Floor believes all aquatic environments should be safe and beautiful. We specifically engineer our products to hold up to the harsh conditions of aquatic recreation while providing industry-leading safety and design.

Life Floor $\frac{3}{8}$ " Ripple 2.0 is the only NSF/ANSI/CAN 50 certified aquatic safety surfacing on the market. This means Life Floor met or exceeded all 6 of the testing criteria for aquatic surfacing as tested and certified by NSF. NSF/ANSI/CAN 50 is the most trusted industry standard for aquatics recreation referenced in over 37 state pool and health codes, and a comprehensive reference in 5 states and Washington D.C.

Life Floor has partnered with Inside Edge Safety Surfaces as the sole source provider for installation nationwide. Their labor force is located strategically throughout the country with an unparalleled dedication to quality and customer service. As a part of our partnership with Inside Edge, we only offer the full 5 year product warranty and 2 year installation warranty if the installation of Life Floor is sourced from Inside Edge.

As such, Life Floor is the sole source for an aquatic safety surface which meets the stringent NSF/ANSI/CAN 50 aquatic safety surfacing standards. Inside Edge is the only installer in the United States who is authorized to install Life Floor and offer the full 5 year warranty on product and 2 year warranty on installation.

Sincerely,

Jonathan Keller
CEO

INSIDE EDGE SAFETY SURFACES



PEACE OF MIND

is right around the corner.

Thank you for your interest in the premier aquatic flooring solution for safety and comfort and the only NSF-50 certified flooring solution for aquatic spaces.

As the only Preferred Installation Partner in North America, Inside Edge Safety Surfaces provides an industry leading warranty on both installation and product. And our expertise in site assessment, project management, experienced installation, and post installation care, ensures a worry-free solution.

We appreciate the opportunity to partner with you on this project and to assist in creating a safer more enjoyable environment for your visitors.

Enclosed, please find our proposal outlining the scope of work, our services, and pricing required to complete the project to your satisfaction.

Thank you,

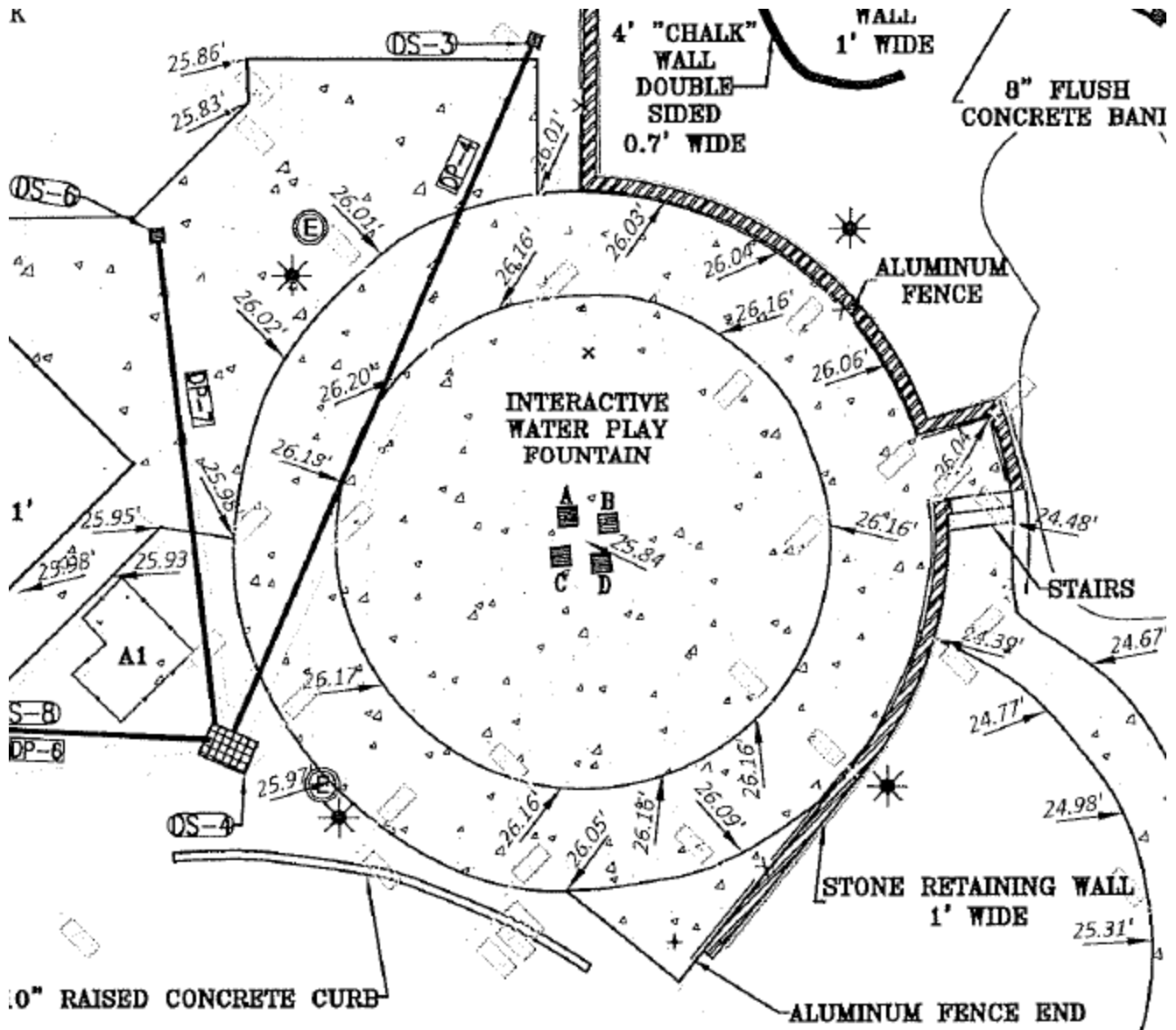
Nathan Miner

Nathan@safetysurfaces.com

612.281.6825

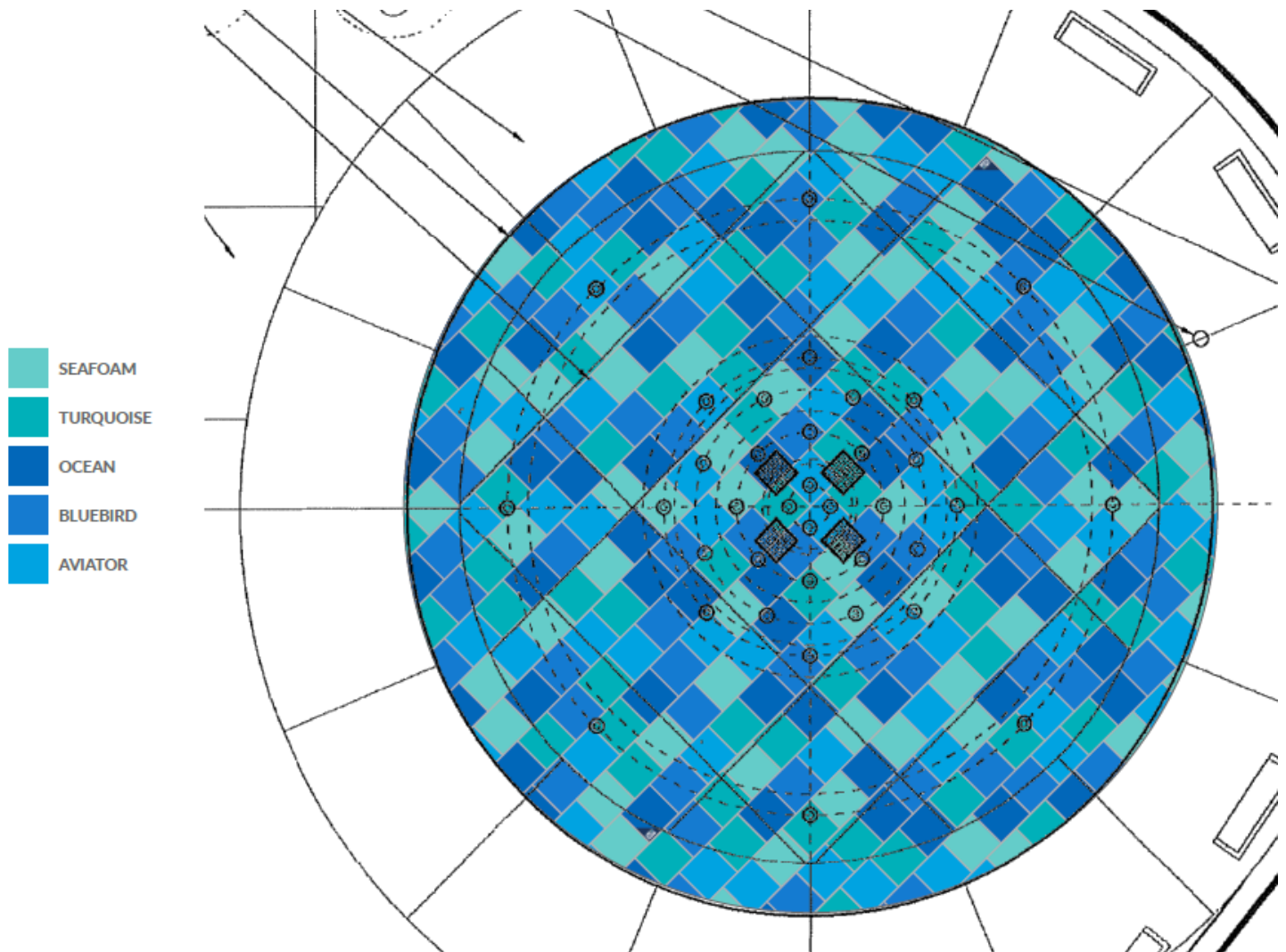


PROPOSED AREA



PROPOSED THEME

More Themes Link: <https://www.lifefloor.com/themes>

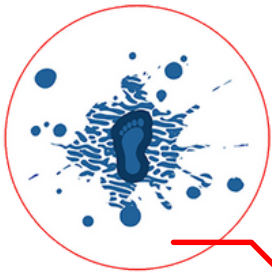


LIFE FLOOR + SAFETY SURFACES

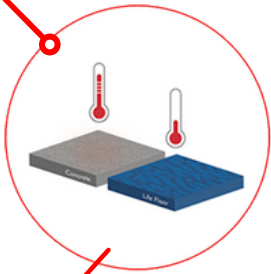
UNPARALLELED PRODUCTS + INSTALLATION EXPERTISE
PARTNERING TO **MAKE PLAY SAFER**

LIFE FLOOR PRODUCTS

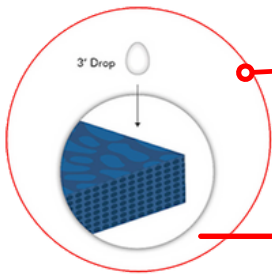
Are a foam-rubber flooring system designed for use in wet areas with barefoot traffic. Created as an alternative to concrete and other conventional materials, Life Floor is the only safety surface especially designed and engineered to perform in aquatic environments.



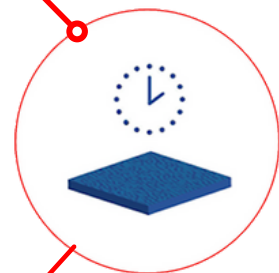
Unparalleled Traction: They're slip-resistant without being abrasive, softer for bare feet, and more comfortable to stand on for hours together. This leads to reduced wounds resulting from cutting, scraping, and other laceration-type injuries.



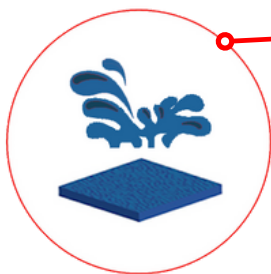
Burn Prevention: Unlike concrete, Life Floor tiles don't absorb heat under high summer temperatures, offering UV protection and allowing your guests to play with ease on hot summer days.



Incredible Cushioning: Most eggs won't break when dropped from 3 ft. above. Seriously. Not only this, endowed with deeper grooves, the Ripple 2.0 feature reduces hydroplaning on play structures, stair towers, ramps, and zero-depth entries.



Enhanced Longevity: Unlike coatings and sealants that need to be professionally reapplied, Life Floor's traction (and cushioning) will last the entire life of the tile, helping you reduce your costs and maximize your investment.



Suitable for Aquatic Environments:

Maintenance made easy. Life Floor's closed-cell technology allows for efficient surface cleaning and is stain, chemical, and water resistant.



TESTIMONIAL



MOREY'S PIER CAMP K & BONSAI BEACH

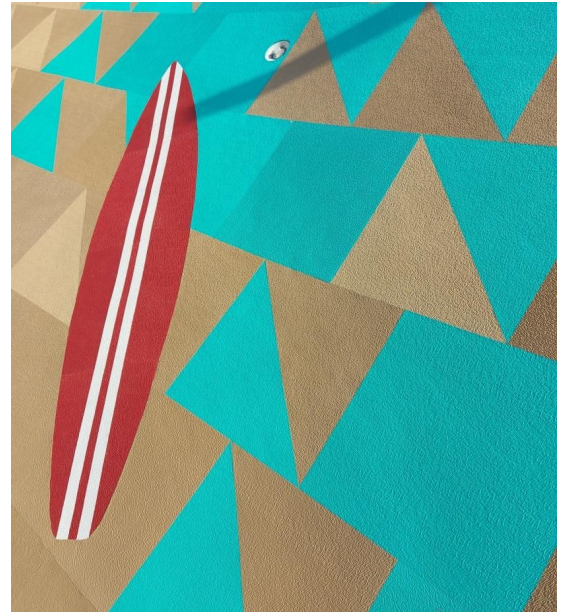
Wildwood, New Jersey

"We were more than happy with the crew that installed the new flooring. The weather definitely threw a wrench in their completion plans, but they were very efficient with working with what they had.

I was very impressed how they were able to turn it around so quickly after a day of drenching rain!!

We are already staking out our next Life Floor installations!"

-Operations Manager



HAMPTON BY HILTON POOL DECK

Alexandria, Minnesota

"We are SO EXCITED to have this new flooring in our pool area!

I know our guests will truly enjoy it as well, especially from a safety standpoint"

Mary Kay Vanselow-Middendorf
General Manager

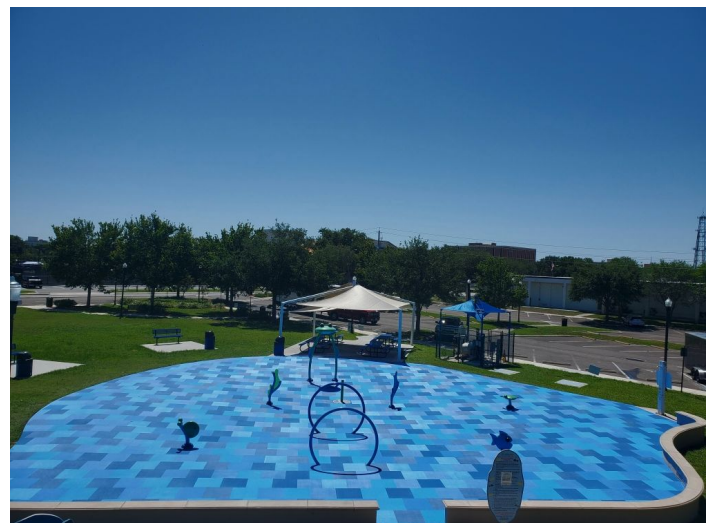
TRAILHEAD PARK SPLASH PAD

Winter Haven, Florida

"The crew who installed the Life Floor was one of the best we have seen.

They were professional, friendly, clean and the workmanship was exceptional."

Andy Palmer
Parks Planning & Strategic Initiatives Manager





TERMS AND CONDITIONS

1. **GENERAL.** Inside Edge agrees to provide the products (the “Products”) and the installation and other services ordered by Customer (the “Services”) in accordance with these Terms and Conditions, which shall be deemed a part of any Purchase Order and shall be incorporated therein by this reference. If Customer has not otherwise agreed to these Terms and Conditions as a part of a Purchase Order, Customer’s accepting delivery of the Products or making payment therefor will constitute Customer’s acknowledgment of its agreement to these Terms and Conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any Customer purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If Customer deems any of these Terms and Conditions not to be acceptable, Customer’s sole recourse shall be to cancel Customer’s order by written notice to Inside Edge within five (5) days of receipt of these Terms and Conditions. Any Purchase Order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the “Agreement.”
2. **PAYMENT TERMS.** In consideration of the delivery of the Products and/or performance of the Services, Customer agrees to pay Inside Edge the purchase price as set forth in the Purchase Order. Payment of such purchase price shall be made in U.S. Currency as and when specified in the Purchase Order. If Customer believes that any invoice is incorrect, Customer must notify Inside Edge in writing within twenty (20) days after receipt of the applicable invoice. If Customer does not so notify Inside Edge Customer shall be deemed to have waived the right to further dispute the accuracy of the invoice. If at any time Inside Edge determines that Customer’s financial condition or credit rating does not justify a sale on credit, Inside Edge reserves the right to require advance payment, a personal guarantee and/or other security.
3. **LATE PAYMENT.** All payments not made as and when required hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, commencing on the date that the purchase price payment was due pursuant to the terms of the Purchase Order. Delinquent account balances are subject to placement for collection, and Customer shall pay any reasonable fees and expenses incurred by Inside Edge for such collection activities including attorney’s fees. Inside Edge reserves the right to cancel or suspend any outstanding orders upon written notice to Customer in the event of Customer’s failure to make timely payment hereunder.
4. **SHIPMENT.** Delivery will be EXW, Life Floor’s facility (Incoterms 2010) or other point of origin designated by Inside Edge. Inside Edge shall have the right to determine the method of shipment and routing of the Products, unless otherwise agreed in writing. Inside Edge shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of any Products hereunder shall not relieve Customer from the obligation to accept and pay for such Products.
5. **SERVICES.** Inside Edge shall have no obligation to perform any installation or other Services except for those specifically identified on the Purchase Order or otherwise agreed in writing by the parties.
6. **EXPRESS LIMITED WARRANTY.** Inside Edge does NOT warranty the product or adhesive provided by Life Floor. See Manufacturer’s warranty. Life Floor® warrants all $\frac{7}{8}$ ” and $\frac{3}{8}$ ” thick Life Floor® tiles to be free of defect in workmanship or materials for a term of five (5) years from the date of delivery of the Products (the “Warranty Period”). Life Floor® warrants all $\frac{3}{16}$ ” thick Life Floor® tile orders for a term of two (2) years from the date of delivery of the Products (the “Warranty Period”). Warranty does not cover color changes of any kind. Life Floor® requires Preferred Installation Partners to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of two (2) years from the date of completion of the installation of the Products (the “Warranty Period”). Life Floor® requires Certified Installers to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of one (1) year from the date of completion of the installation of the Products (the “Warranty Period”). If an installation warranty occurs during the Warranty Period, it will be the responsibility of the Installer to repair or replace the tiles. Life Floor® does not warranty installation services.



TERMS AND CONDITIONS

7. Life Floor's express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use (Continued from previous page) of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.
8. **DISCLAIMER.** Customer acknowledges and agrees that the express warranty set forth in section 7 above is the sole warranty with regard to the products and services. Life floor® expressly disclaims any other warranty, either express or implied, with respect to the products and services, including but not limited to, their quality, performance, merchantability, or fitness for a particular purpose or customer.
9. **LIMITATION OF LIABILITY.** In no event shall inside edge be liable to customer or any third party for any indirect, special, consequential, incidental or punitive damages or lost profits arising out of or related to the products, the services, the agreement or the performance or breach thereof, irrespective of whether liability is asserted in contract, tort, or otherwise or whether inside edge has been advised of the possibility thereof. Inside edge liability to customer under any legal theory shall in no event exceed the purchase price of the applicable products and/or services sold to customer.
10. **FORCE MAJEURE.** Inside Edge shall not be liable for any delays in delivery, or for non-delivery or nonperformance in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either Inside Edge or its suppliers including but not limited to one or more of the following causes: non-availability or shortage of materials, fire, destruction of plant, strike, labor disputes, epidemic, flood, delay in transportation, war, insurrection, embargo, acts, or demands or requirements of any governmental body. The existence of any such cause or causes of delay shall extend the time of performance to the extent of the resulting delay.
11. **CANCELLATION, COUNTERMAND AND RETURN OF GOODS.** Orders accepted by Inside Edge cannot be cancelled or countermanded, or shipments deferred, or Product returned, except with the prior written consent of Inside Edge and upon such terms that may be reasonably established by Inside Edge.
12. **INDEMNITY.** Customer will defend, indemnify and hold Inside Edge harmless from and against all damages, losses, claims and expenses, including reasonable attorneys' fees incurred by Inside Edge as a result of any breach by Customer of the Agreement, or any violation by Customer of applicable law.
13. **ASSIGNMENT.** The Agreement may not be assigned or delegated by any party without the prior written consent of the other party. The Agreement may only be amended or modified by a writing duly executed by the parties hereto.
14. **SEVERABILITY, WAIVER, AND SURVIVAL.** In case any provision in or obligation under the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the complete and final integrated agreement between the parties in regard to the specific terms contained herein. All prior negotiations, discussions and representations are merged into the Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgments, covenants and obligations of the parties set forth in the Agreement shall survive the expiration or termination of the Agreement, unless inapplicable by their terms.
15. **APPLICABLE LAW.** The Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles. The parties agree that the exclusive venue for any claims or actions arising under or in relation to the Agreement shall be in Hennepin County, Minnesota, or in United States District Court for the District of Minnesota. The parties hereto consent to the personal jurisdiction of such courts and waive any argument that such a forum is not convenient.