



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. 25-11

Date Posted: January 8, 2025

Written Response Due Date: January 15, 2025

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: Unisweep Assembly and Parts**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$33,684.00**
- **VENDOR: Roberts Water Technologies 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@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, Contract Administrator I, 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



Roberts Water Technologies, Inc.

Innovations for Generations

180 Water Works Road • Coatesville, PA 19320
www.robertsfilter.com • p 610.583.3131 • f 610.583.0117

October 9, 2024

City of Northport
Northport, FL

Attention: Karen Nix

Reference: MCWTP

Subject: Roberts' Proprietary Parts

Dear Michael:

This letter is to confirm that the Roberts Unisweep rotary surface wash units and the replacement parts for it such as nozzles, bearing parts and end caps are proprietary products of Roberts, and are only manufactured by Roberts and can only be purchased through Roberts.

Please let me know if there are any other questions regarding this matter. Thank you.

Respectfully,
ROBERTS WATER TECHNOLOGIES, INC.

Mike Patrone
Aftersales-Parts & Service

A Unit of the Roberts Filter Group of Companies

Roberts Water Technologies • Roberts Environmental • Roberts Services • Roberts Leotech • Roberts Filter International • Roberts of Puerto Rico



180 Waterworks Road, Coatesville, PA, 19320, USA
 p 610.583.3131 • f 610.583.0117 • www.robertsfilter.com

BILL TO: City of North Port
 4970 City Hall BLVD
 North Port, FL 34286-4100
Attn: Michael Drennan **Title:** Superintendent
Email: mdrennan@northportfl.gov **P:** 941-445-7049
F:
C:

SHIP TO: Myakkahatchee Creek WTP
 5655 North Port Blvd.
 North Port, FL 34287

REFERENCE: North Port, FL #23-3 Rev 2
QUOTE # SFQ 102323-1 **DATE:** 10/23/2023
 Rev 1 11/7/2023
 Rev 2 8/19/2024

IN REPLY TO YOUR INQUIRY: **DATED:** 10/20/2023

Contract Reference: 2792-T

QTY	UNITS	DESCRIPTION	PART OR DWG. NO.	UNIT PRICE	DISCOUNTED UNIT PRICE	TOTAL PRICE
Unisweep Assembly						
6	each	W-20 Unisweep Assemblies, 4' 6" long, 304SS		\$2,968.00		\$17,808.00
SUBTOTAL						\$17,808.00
Rotary joint rebuild parts for twelve(12) Unisweeps						
54	each	Upper Bearing	B-9051-N		\$46.00	\$2,484.00
54	each	Lower Bearing	B-9051-O		\$39.00	\$2,106.00
108	each	Quad Seals	B-9051-EE		\$4.00	\$432.00
54	each	Bearing Assembly	B-9051-FF 410		\$170.00	\$9,180.00
162	each	Set Screws	HWSS516003		\$8.00	\$1,296.00
54	each	Saddle Gasket	B-9051-W		\$7.00	\$378.00
SUBTOTAL						\$15,876.00
1	lot	Freight from Coatesville, PA to North Port, FL				TBD
NOTES:						
1. Reference original Roberts Contract 2792-T						
2. Delivery on Unisweep Assemblies 8-9 weeks ARO						
3. Delivery on rebuild parts: All parts and quantities are in stock except lower bearing B-9051-O. (26) currently in stock and balance due in 4 weeks.						
4. Freight to be determined at time of order						
NOTES: 1. Sales Tax is not Included						
TOTAL						\$33,684.00

PRICES QUOTED ARE FIRM THROUGH 2024 SUBJECT TO ROBERTS STANDARD TERMS & CONDITIONS

SHIPMENT ESTIMATED SEE NOTES AFTER
 ACKNOWLEDGMENT OF ORDER AND/OR APPROVAL TO PROCEED.

BY Mike Patrone
 Mike Patrone

TERMS OF PAYMENT: Net 30
 SHIPMENT TO BE: Prepay and Add
 F.O.B. SHIPPING POINTS: PREPAY AND ADD

ACCEPTED FOR _____
 BY _____
 DATE _____

STANDARD TERMS & CONDITIONS OF SALE**1. QUOTATIONS**

Seller may make quotations verbally or in writing. Verbal quotations which are not confirmed in writing by Seller shall expire in five (5) calendar days unless Seller receives Buyer's purchase order within that period. Written quotations, including written confirmations of verbal quotations, shall expire automatically within thirty (30) calendar days after the date of quotation unless Seller receives Buyer's purchase order within that period. Acceptance of Seller's quotation by Buyer is expressly limited to the terms contained herein. The terms and conditions set forth herein represent all of the promises, covenants, agreements, conditions and understandings between Buyer and Seller and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, relating to the sale and purchase of the goods covered hereby.

2. ACCEPTANCE OF PURCHASE ORDERS

Purchase orders shall be made out to Roberts Water Technologies, Incorporated (herein called the "Seller"), Media, PA and shall be, not withstand any contrary language of Buyer's purchase order, subject to acceptance by an authorized employee at the seller's Media, PA Office.

3. TAXES

Unless otherwise noted, prices are exclusive of any taxes, including but not limited to local, State, Provincial, Federal Sales, Use or Manufacturer's Taxes or Customs and Duties of any sort; and such are to be borne by the Buyer.

4. CREDIT AND PAYMENT

- (a) The prices set forth on the quotation attached hereto constitute the effective prices, notwithstanding any price lists, prior quotations of prices or prices set forth in any purchase order.
- (b) In the United States and Canada payment terms are net thirty (30) days from date of shipment or, if delivery is delayed by an act of Buyer, thirty (30) days for date material is ready for shipment.
- (c) If Buyer is located outside the United States or Canada, special terms may be available.
- (d) Any amounts not paid when due shall incur a service charge of 1½% per month (18% per annum) until paid in full. Buyer shall pay all expenses incurred in collecting delinquent accounts, including attorneys' fees.
- (e) All credit and terms of payment are subject to approval of Seller's Credit Department.
- (f) Buyer will be invoiced and make payment, according to the above terms, for partial shipments.
- (g) Buyer may not assign rights and purchase orders without Seller's written consent.

5. SHIPMENTS

- (a) Statements as to the expected dates of shipment represent Seller's best judgment but shipment on those dates is not guaranteed. Failure to deliver pursuant to said shipment dates for any reason whatsoever whether in Seller's control or not shall not be cause for cancellation by Buyer or for the assertion of damages of any kind whatsoever including, but not limited to, consequential damages against Seller.
- (b) Costs for demurrage, cartage, and unloading material between points of delivery by carrier and jobsite are borne by Buyer.
- (c) Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The date of delivery specified by the Seller is an estimate only.
- (d) THE BUYER IS REQUIRED TO INSPECT AND COUNT GOODS UPON DELIVERY AND SHALL BE DEEMED TO HAVE ACCEPTED THE GOODS FOURTEEN (14) DAYS AFTER DELIVERY TO THE BUYER. Accordingly, no claim for defect, variance in quantity, damage or quality will be entertained (without prejudice to the Seller's other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by the Seller within 14 days of delivery. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- (e) On shipments F.O.B. Seller's Plant or point of manufacture, it is the Buyer's responsibility to inspect and accept materials and enter and prosecute any claim for loss or damage during shipment.

6. TITLE

All goods purchased hereunder are shipped F.O.B., Wagontown, PA or point of manufacture. Title to the products and all risk or loss or damage with respect thereto shall pass to and be borne by Buyer upon delivery by Seller to the carrier. All shipping and insurance charges shall be borne by Buyer, and where prepaid by Seller shall be included in the invoice for the goods shipped. To secure payment by Buyer of the amounts due to Seller under this or any other contract between Seller and Buyer, Buyer hereby grants to Seller a security interest in the goods purchased hereunder. Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts which are requested by Seller to perfect, continue perfected, or evidence such security interest and any other security interests granted to Seller hereunder.

7. WARRANTY

- (a) If it is established within one year after delivery to the Buyer, that any material or workmanship was defective at time of shipment, Seller will, at Seller's option, repair or replace such goods. The foregoing shall constitute the exclusive remedy of Buyer. It is expressly understood that Seller will not be liable for any special, indirect or consequential damages, losses or expenses arising in connection with the use or inability to use Seller's equipment for any purposes.

SELLER DISCLAIMS AND MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN, AND HEREBY SPECIFICALLY NEGATES ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OR INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. BY SUBMITTING PURCHASE ORDER, BUYER AGREES THAT SELLER MAKES NO IMPLIED WARRANTIES AND ALL IMPLIED WARRANTIES ARE SPECIFICALLY EXCLUDED.

- (b) To return a product purchased hereunder in connection with the assertion of a claim under the foregoing expressed warranty, the Buyer must obtain a return authorization from Seller prior to returning such product and must pay the costs of return transportation. Such transportation costs will be reimbursed to the Buyer by Seller only upon verification of the propriety of the claim by Seller.

8. FIELD SERVICE

Unless otherwise noted in the quotation, the services of a serviceman or field engineer are not included in the quoted price. Service may be available upon payment of current per diem rates plus all travel and living expenses.

9. CANCELLATION

Deferment or cancellation of an order by Buyer will be accepted only on prior written agreement by and reimbursement to Seller for incurred expenses. Seller shall confirm any such oral notice in writing within five (5) days. Upon such cancellation, Seller shall have no further obligation with respect to this contract nor shall Seller be liable for damages of any kind, including, but not limited to, consequential damages, provided, however, that cancellation shall not be deemed a waiver of Seller's rights to demand performance by Buyer of any obligation of Buyer pursuant hereto, accrued up to the date of cancellation.

10. GOVERNING LAWS

These terms and conditions shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute or other legal action concerning these Terms, including any arbitration or litigation proceedings shall be conducted in Delaware County, Pennsylvania.

11. FORCE MAJEURE

Seller shall not be liable for any failure to discharge its obligations hereunder due to strikes, differences with workmen, accidents, Acts of God, fires, or shutdowns of its manufacturing plant or plants supplying it, orders of requirements of the United States Government, embargoes, inability to secure transportation facilities, or other contingencies beyond the control of Seller, including, but not limited to, those arising out of or due to national defense activities, or emergency conditions.



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

Capital? (?) No Yes**PRR-EX (?)** Yes**FY ***

2025

Type code *

S

Preparer

Ruth Agosto

Pre-Director Approver(s) (?)

	Name
1	Michelle Tipp

Department *

UTILITIES

Division(s)

WATER

Commission Meeting? * Yes No**Commission Override (?)** Yes No**Purchase****Payment Method *** Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Filter Service Washer Replacements for our Water Treatment Plants.

*Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.***

Exemption Explanation (?) *

Roberts Uni-sweep rotary surface wash units and the replacement parts for it such as nozzles, bearing parts and end caps are proprietary products of Roberts, and are only manufactured by Roberts Filter and can only be purchased through Roberts Filter.

Steps taken to verify these goods and/or services are not available elsewhere (?) *

We obtained a Sole Source letter.

Other vendors that were contacted (?) *

N/A

Technology Related? (?) * Yes Renewal No**Exemption****Reason ***

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 statement(s):

- Patent, copyright or unique design restrictions. (Sole Source)
- 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)
- 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)
- 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)

- 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)

- 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)

- 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)

- 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. For brand-specific items, quotes should still be obtained. (Standardization)

- Other: None or some of the above apply. Provide detailed justification below.

Explanation *

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

Sole Source Letter for Northport, FL 2024.pdf

166.77KB

DemandStar

For Purchasing Division

Date Posted

Sole/Single Source Number

Verified By

Effective Date

Expiration Date

SS25

Bernice Moen

PostedPlusSeven

Hidden

01/06/1900

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Filter Service Washer Replacements for our Water Treatment Plants.	\$\$	33,684.00	\$1.00	\$33,684.00

Shipping (?) *

\$0.00

Total Charges

\$33,684.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	UT	420-6061-533.64-00	U25SWR	\$33,684.00

Total Payments

\$33,684.00

Comments to Budget (?)

Backup Attachments

Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.



Additional Backup

Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NaviLine.

Vendor Name *

ROBERTS WATER TECHNOLOGIES INC

Vendor Number *

6698

Vendor Name CST

Contact

Vendor Email

mpatrone@robertsfilter.com

Remittance Address

PO BOX 69410, BALTIMORE, MD 21264-9410

Phone

610-583-3131

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$33,684.00

City Inclusive (?) *

\$33,684.00

Highest Approver (?) *

FD and CM will be skipped on the back end, as needed.

Purchasing Approver