



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@northportfl.gov



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: SS NO. 25-74

Date Posted: August 26, 2025

Written Response Due Date: September 3, 2025

This is not a formal solicitation and there are no submissions required. 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: ProMinent and Endress Hauser R&M Specialized Equipment Parts**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$15,000.00**
- **VENDOR: Trinova-Florida**

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 email to purchasing@northportfl.gov. No verbal requests will be honored.

December 16th, 2024

Michael G. Drennan Jr.
mdrennan@northportfl.gov

Water Plant Superintendent
6644 W Price Blvd, North Port, FL 34286
O: 941.445.7049

Dear Michael,

ProMinent Fluid Controls, Inc has appointed TriNova, Inc – Florida, as our authorized single source representative for the municipal market. TriNova Inc represents ProMinent Fluid Controls as a direct sales and service agent to local, county and state governments and sales to contractors and/or system integrators on municipal projects for the state of Florida, excluding the panhandle. To properly support ProMinent customers, TriNova personnel receive exclusive yearly factory training to keep up with the latest technologies.

TriNova Inc – Florida corporate office is as follows:

TriNova Inc
2401 Drane Field Road
Lakeland, FL 33811

Tel: 863-682-4500
Fax: 863-687-0077
Email: flsales@trinovainc.com

Very truly yours,
PROMINENT FLUID CONTROLS, INC



Chad Kloft
Regional Sales Manager



Endress+Hauser
People for Process Automation

Endress + Hauser
2350 Endress Place
Greenwood, IN 46143

Chad Green, Regional Sales Manager
Phone 205-908-5828
chad.green@endress.com

City of North Port
Attn: Michael Drennan
C: (941) 445-7049
Water Plant Supervisor
5655 North Port Blvd
North Port, FL 34287
mdrennan@northportfl.gov

December 19th, 2024

Dear Michael,

Endress+Hauser USA uses exclusive authorized sales representation in the USA. TriNova, Inc. is the sole authorized Endress+Hauser representative in the state of Florida. They hold an exclusive representative agreement with Endress+Hauser for coverage of municipal and industrial accounts in the above territory.

TriNova, Inc. is also the Endress+Hauser authorized service provider for the state of Florida. They have been factory trained and certified to provide on-site service for Endress+Hauser PRODUCTS.

Please address purchase orders to Endress+Hauser c/o TriNova. The main contact phone is (863) 682-4500.

TriNova Florida
2401 Drane Field Road, Lakeland, FL 33811
(863) 682-4500
floridasales@trinovainc.com

Best regards
Chad Green

Regional Sales Manager | Gulf Region

Endress+Hauser USA

Endress+Hauser Inc. | 4485 Laughlin Drive South | Mobile, AL 36693 | United States
Mobile: +1 205 908 5828
chad.green@endress.com | www.us.endress.com



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

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

2025

Type code ***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 ***

Add to PO 51208 for R&M Specialized Equipment 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 (?) *

Any replacement part must be compatible with existing equipment. Utilities has standardized to Prominent brand for all pumps. Trinova is the only authorized distributor of Prominent brand equipment and parts for the municipal market in this region.

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

Grant? * Yes No**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 *

Any replacement part must be compatible with existing equipment. Utilities has standardized to Prominent brand for all pumps. Trinova is the only authorized distributor of Prominent brand equipment and parts for the municipal market in this region

Original Purchase (?) *

01/01/2020

Standardization cannot be on the first purchase.

Supporting backup *

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

E+H Sole Source Letter - City of North Port 2024.pdf	326.48KB
North Port Sole Source Letter 2024.pdf	106.37KB

DemandStar
For Purchasing Division

Date Posted
Sole/Single Source Number **Effective Date** **Expiration Date**
PostedPlusSeven
Hidden

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Add to PO 51208 R&M Specialized Equipment WTP	\$\$	15,000.00	\$1.00	\$15,000.00

Shipping (?) * **Total Charges**
\$0.00 \$15,000.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1		420-6061-533.46-11		\$15,000.00

Total Payments
\$15,000.00

Comments to Budget (?)

Will have savings to cover this in the electric line.

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.

2025 TRINOVA-FLORIDA UT BLNKT S 10000.pdf

1.42MB

Vendor Details

Vendor Information (?)



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

Vendor Name *

TRINOVA-FLORIDA

Vendor Number *

2287

Vendor Name CST

Contact

Vendor Email

flsales@trinovainc.com

Remittance Address

TRINOVA INC, 4485 LAUGHLIN DR S, MOBILE, AL 36693

Phone

863-682-4500

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$163,162.46

City Inclusive (?) *

Highest Approver (?) *

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

Action History (UTC-05:00)

Submit

by Ruth Agosto 07-07-2025 07:24:18 AM (Start Form)

Submit

by Michelle Tipp 07-16-2025 12:05:08 PM (Pre-Director approval)

- The task was assigned to Michelle Tipp 7/7/2025 7:24:21 AM

Approve

by Susan Brasefield 07-22-2025 08:50:19 AM (Director Approval)

- The task was assigned to Michael Vuolo, Susan Brasefield, Tricia Wisner 7/16/2025 12:05:09 PM
- Susan Brasefield assigned the task to Susan Brasefield 7/22/2025 8:50:11 AM

Approve

by Nicole Brown 07-22-2025 11:32:49 AM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 7/22/2025 8:50:19 AM
- Nicole Brown assigned the task to Nicole Brown 7/22/2025 11:32:32 AM

Reviewed

by Bernice Moen 07-22-2025 02:18:23 PM (Purchasing Specialist - 4S)

■ PO 51208 CO2 TO ADD LINE 3

EVER-BLKT-TERM
STANDARDIZATION

PURCHASING DEPARTMENT
VENDOR TRACKING

Prior PO Total: \$30,000.00
New PO Total: \$40,000.00
YTD Dept Exp (Incl): \$148,162.46
YTD CW Exp (Incl): \$148,162.46*

*ALL STANDARDIZATION REQUESTS (UT)

- The task was assigned to Bernice Moen, Michael White 7/22/2025 11:32:50 AM
- Bernice Moen assigned the task to Bernice Moen 7/22/2025 2:14:31 PM

Approve

by Alla Skipper 07-22-2025 03:52:01 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 7/22/2025 2:18:24 PM
- Alla Skipper assigned the task to Alla Skipper 7/22/2025 3:45:15 PM

Approve

by Irina Kukharensko 07-23-2025 04:43:54 PM (Finance Director)

- The task was assigned to Irina Kukharensko, Julie Bellia 7/22/2025 3:52:02 PM
- Irina Kukharensko assigned the task to Irina Kukharensko 7/23/2025 4:42:01 PM

Reviewed

by Kaitlyn Griffin 07-24-2025 08:15:54 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Kaitlyn Griffin 7/23/2025 4:43:55 PM
- Kaitlyn Griffin assigned the task to Kaitlyn Griffin 7/24/2025 8:15:44 AM

Approve

by Jason Yarborough 07-24-2025 10:52:03 AM (Assistant City Manager)

- The task was assigned to Jason Yarborough, Julie Bellia 7/24/2025 8:15:55 AM
- Jason Yarborough assigned the task to Jason Yarborough 7/24/2025 10:51:58 AM

Approve

by Jerome Fletcher 07-24-2025 10:57:22 AM (City Manager)

- The task was assigned to Jason Yarborough, Julie Bellia, Jerome Fletcher 7/24/2025 10:52:04 AM
- Jerome Fletcher assigned the task to Jerome Fletcher 7/24/2025 10:57:11 AM



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

Purchase**Payment Method *** Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Add to PO 51208 for R&M Specialized Equipment.

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Exemption Explanation (?) *

Any replacement part must be compatible with existing equipment. Utilities has standardized to Prominent brand for all pumps. Trinova is the only authorized distributor of Prominent brand equipment and parts for the municipal market in this region.

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

n/a

Other vendors that were contacted (?) *

n/a

Grant? * Yes No**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 *

Any replacement part must be compatible with existing equipment. Utilities has standardized to Prominent brand for all pumps. Trinova is the only authorized distributor of Prominent brand equipment and parts for the municipal market in this region

Original Purchase (?) *

01/01/2020
Standardization cannot be on the first purchase.

Supporting backup *

Click the [Preview icon](#) or right click link and select open in new tab or window to avoid downloading.

2025 TRINOVA-FLORIDA UT BLNKT S 15000 (1).pdf

555.35KB

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	R&M Specialized Equipment WTP	\$\$	10,000.00	\$1.00	\$10,000.00

Shipping (?) *	Total Charges
\$0.00	\$10,000.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	UT	420-6061-533.46-11		\$10,000.00

Total Payments
\$10,000.00

Comments to Budget (?)

Vendor Details

Vendor Information (?)

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



Vendor Name *

Vendor Number *

Vendor Name CST

Contact

Vendor Email

flsales@trinovainc.com

Remittance Address

TRINOVA INC, 4485 LAUGHLIN DR S, MOBILE, AL 36693

Phone

863-682-4500

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$148,162.46

City Inclusive (?) *

\$148,162.46

Action History (UTC-05:00)

Submit

by Karen Nix 11-14-2024 02:17:57 PM (Start Form)

Submit

by Michelle Tipp 11-20-2024 09:51:56 AM (Pre-Director approval)

- The task was assigned to Michelle Tipp 11/14/2024 2:18:00 PM

Approve

by Michael Vuolo 11-22-2024 12:08:50 PM (Director Approval)

- The task was assigned to Michael Vuolo, Nancy Gallinaro, Susan Brasefield 11/20/2024 9:51:57 AM
- Michael Vuolo assigned the task to Michael Vuolo 11/22/2024 12:08:46 PM

Approve

by Nicole Brown 11-22-2024 01:44:48 PM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 11/22/2024 12:08:51 PM
- Nicole Brown assigned the task to Nicole Brown 11/22/2024 1:44:10 PM

Reviewed

by Bernice Moen 11-22-2024 02:52:01 PM (Purchasing Specialist - 4S)

PO 51208 CO1 ADD LINE 2

EVER-BLKT-TERM
STANDARDIZATION

PURCHASING DEPARTMENT
VENDOR TRACKING

Prior PO Total: \$15,000.00
New PO Total: \$30,000.00
YTD Dept Exp (Incl): \$30,000.00
YTD CW Exp (Incl): \$30,000.00

- The task was assigned to Bernice Moen, Geoff Thomas 11/22/2024 1:44:49 PM
- Bernice Moen assigned the task to Bernice Moen 11/22/2024 2:47:09 PM

Approve

by Alla Skipper 11-22-2024 04:47:56 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Ginny Duyn, Keith Raney 11/22/2024 2:52:02 PM
- Alla Skipper assigned the task to Alla Skipper 11/22/2024 4:47:45 PM



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

Karen Nix

Pre-Director Approver(s) (?)

	Name
1	Michelle Tipp

Department *

UTILITIES

Division(s)

WASTEWATER

Purchase**Payment Method *** Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Add on to PO 51208.

Specialized equipment for R&M for the WWTP.

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Exemption Explanation (?) *

Any replacement part must be compatible with existing equipment. Utilities has standardized to Prominent brand for all pumps. Trinova is the only authorized distributor of Prominent brand equipment and parts for the municipal market in this region.

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

N/A

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)

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- 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 thorough 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 *

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Original Purchase (?) *

01/01/2020
Standardization cannot be on the first purchase.

Supporting backup *

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

E+H Sole Source Letter - City of North Port.pdf

326.51KB

DemandStar

For Purchasing Division

Date Posted

Sole/Single Source Number

SS25

Verified By

Bernice Moen

Effective Date

Expiration Date

PostedPlusSeven

Hidden

01/06/1900

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	R&M Specialized Equipment	\$\$	15,000.00	\$1.00	\$15,000.00

Shipping (?) * **Total Charges**
\$0.00 \$15,000.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	UT	420-6062-535.46-11		\$15,000.00

Total Payments
\$15,000.00

Comments to Budget (?)

Vendor Details

Vendor Information (?)



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

Vendor Name *

Vendor Number *

Vendor Name CST

Contact

Vendor Email

flsales@trinovainc.com

Remittance Address

TRINOVA INC, 4485 LAUGHLIN DR S, MOBILE, AL 36693

Phone

863-682-4500

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$30,000.00

City Inclusive (?) *

\$30,000.00

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF NORTH PORT INCLUDING THE ORDERS ENCLOSED. WHEN BID OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" shall mean the City of North Port, Florida.
2. This order shall be filled at prices quoted to the Buyer either by phone or by a written request. No increase from the quoted price will be authorized unless approved in writing by the Buyer.
3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
5. All materials must be shipped F.O.B. Destination. Buyer will not pay freight or express charges, except by previous agreement. Wherein a specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to the invoice. Delivery must actually be made within the time stated on the Purchase Order. Buyer reserves the right to route all shipments on this order. Delays in shipment shall be immediately reported by Vendor to Buyer. Buyer reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between the hours of _____ A.M. and _____ P.M., Monday through Friday, excluding holidays unless otherwise stated. In case of default by Vendor, Buyer may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense.
6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
7. Inspection and acceptance of commodities shall be as follows:
 - (a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional).
 - (b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
 - (c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
8. Inspection and acceptance of services shall be as follows: Each phase of the services, including quality of work, rendered under this agreement is subject to the Buyer's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Buyer. After inspection, the Buyer will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor shall notify the Buyer that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.
9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
17. Any dispute regarding this Purchase Order shall be governed by Florida law.
18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.
22. To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.
23. In the event of a claim, the Buyer shall promptly notify the Vendor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The Buyer shall provide all available information and assistance that the Vendor may reasonably require regarding any claim.

The Buyer may, in addition to other remedies available to it at law or equity, and upon written notice to the Vendor, retain such monies from amounts due the Vendor as may be deemed by the Buyer to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Buyer may set off any liability or other obligation of the Vendor or its affiliates to the Buyer against any payments due the Vendor under any contract with the Buyer.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Vendor under the Contract and/or Purchase Order. In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the Buyer and the Vendor, the agreement which provides the most protection for the Buyer shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

22. Any other conditions not contained above will be annotated within the context of the Purchase Order.

23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.



CITY OF NORTH PORT

Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 2
 P.O. NO.: 051208
 DATE: 10/29/24

** PURCHASE ORDER/SOLESOURCE **

TO: TRINOVA-FLORIDA
 TRINOVA INC
 2401 DRANE FIELD ROAD
 LAKELAND, FL 33811

SHIP TO: CITY OF NORTH PORT
 WATER PLANT
 5655 NORTH PORT BLVD
 NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.							
2287							
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.			TERMS		
09/30/25	85-8013281465C-1				NET		
CONFIRM BY		CONFIRM TO			REQUISITIONED BY		
STANDARDIZATION		BERNICE MOEN			KAREN NIX		
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		420-6061-533.46-11		57872	10/28/24		
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST		
			<p>*****</p> <p>THIS PURCHASE ORDER MAY BE ACCEPTED ONLY ON TERMS WHICH PRECISELY MATCH THE TERMS OF THIS ORDER. BUYER SHALL BE ENTITLED TO ALL RIGHTS AND REMEDIES AS SET FORTH IN THE STATE OF FLORIDA (STATUTES 671 AND 672) VERSION OF THE UNIFORM COMMERCIAL CODE. SEE TERMS AND CONDITIONS ON REVERSE SIDE.</p>				

AUTHORIZED BY _____ *Mindy Owen* _____
 NPP0 PURCHASING MANAGER

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF NORTH PORT INCLUDING THE ORDERS ENCLOSED. WHEN BID OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" shall mean the City of North Port, Florida.
2. This order shall be filled at prices quoted to the Buyer either by phone or by a written request. No increase from the quoted price will be authorized unless approved in writing by the Buyer.
3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
5. All materials must be shipped F.O.B. Destination. Buyer will not pay freight or express charges, except by previous agreement. Wherein a specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to the invoice. Delivery must actually be made within the time stated on the Purchase Order. Buyer reserves the right to route all shipments on this order. Delays in shipment shall be immediately reported by Vendor to Buyer. Buyer reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between the hours of _____ A.M. and _____ P.M., Monday through Friday, excluding holidays unless otherwise stated. In case of default by Vendor, Buyer may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense.
6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
7. Inspection and acceptance of commodities shall be as follows:
 - (a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional).
 - (b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
 - (c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
8. Inspection and acceptance of services shall be as follows: Each phase of the services, including quality of work, rendered under this agreement is subject to the Buyer's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Buyer. After inspection, the Buyer will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor shall notify the Buyer that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.
9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
17. Any dispute regarding this Purchase Order shall be governed by Florida law.
18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.
22. To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.
23. In the event of a claim, the Buyer shall promptly notify the Vendor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The Buyer shall provide all available information and assistance that the Vendor may reasonably require regarding any claim.

The Buyer may, in addition to other remedies available to it at law or equity, and upon written notice to the Vendor, retain such monies from amounts due the Vendor as may be deemed by the Buyer to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Buyer may set off any liability or other obligation of the Vendor or its affiliates to the Buyer against any payments due the Vendor under any contract with the Buyer.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Vendor under the Contract and/or Purchase Order. In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the Buyer and the Vendor, the agreement which provides the most protection for the Buyer shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

22. Any other conditions not contained above will be annotated within the context of the Purchase Order.

23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.



Endress+Hauser
People for Process Automation

Endress + Hauser
2350 Endress Place
Greenwood, IN 46143

Chad Green, Regional Sales Manager
Phone 205-908-5828
chad.green@endress.com

City of North Port
Attn: Michael Drennan
C: (941) 445-7049
Water Plant Supervisor
5655 North Port Blvd
North Port, FL 34287
mdrennan@northportfl.gov

October 31, 2023

New Manufacturers Representative

Dear Michael,

Endress+Hauser USA uses exclusive authorized sales representation in the USA. TriNova, Inc. is the sole authorized Endress+Hauser representative in the state of Florida. They hold an exclusive representative agreement with Endress+Hauser for coverage of municipal and industrial accounts in the above territory.

TriNova, Inc. is also the Endress+Hauser authorized service provider for the state of Florida. They have been factory trained and certified to provide on-site service for Endress+Hauser PRODUCTS.

Please address purchase orders to Endress+Hauser c/o TriNova. The main contact phone is 863.682.4500.

TriNova Florida
2401 Drane Field Road, Lakeland, FL 33811 800-
881-1487 * floridasales@trinovainc.com

If you have questions regarding this issue, please contact Korey Toepel at 800-881-1487.

Best regards
Chad Green

Regional Sales Manager | Gulf Region

Endress+Hauser USA

Endress+Hauser Inc. | 4485 Laughlin Drive South | Mobile, AL 36693 | United States
Mobile: +1 205 908 5828
chad.green@endress.com | www.us.endress.com

Action History (UTC-05:00)

Submit

by Karen Nix 11-14-2024 02:17:57 PM (Start Form)

Submit

by Michelle Tipp 11-20-2024 09:51:56 AM (Pre-Director approval)

- The task was assigned to Michelle Tipp 11/14/2024 2:18:00 PM

Approve

by Michael Vuolo 11-22-2024 12:08:50 PM (Director Approval)

- The task was assigned to Michael Vuolo, Nancy Gallinaro, Susan Brasefield 11/20/2024 9:51:57 AM
- Michael Vuolo assigned the task to Michael Vuolo 11/22/2024 12:08:46 PM

Approve

by Nicole Brown 11-22-2024 01:44:48 PM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 11/22/2024 12:08:51 PM
- Nicole Brown assigned the task to Nicole Brown 11/22/2024 1:44:10 PM

Reviewed

by Bernice Moen 11-22-2024 02:52:01 PM (Purchasing Specialist - 4S)

PO 51208 CO1 ADD LINE 2

EVER-BLKT-TERM
STANDARDIZATION

PURCHASING DEPARTMENT
VENDOR TRACKING

Prior PO Total: \$15,000.00
New PO Total: \$30,000.00
YTD Dept Exp (Incl): \$30,000.00
YTD CW Exp (Incl): \$30,000.00

- The task was assigned to Bernice Moen, Geoff Thomas 11/22/2024 1:44:49 PM
- Bernice Moen assigned the task to Bernice Moen 11/22/2024 2:47:09 PM

Approve

by Alla Skipper 11-22-2024 04:47:56 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Ginny Duyn, Keith Raney 11/22/2024 2:52:02 PM
- Alla Skipper assigned the task to Alla Skipper 11/22/2024 4:47:45 PM



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

Karen Nix

Pre-Director Approver(s) (?)

	Name
1	Michelle Tipp

Department *

UTILITIES

Division(s)

WASTEWATER

Purchase**Payment Method *** Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Add on to PO 51208.

Specialized equipment for R&M for the WWTP.

*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 (?) *

Any replacement part must be compatible with existing equipment. Utilities has standardized to Prominent brand for all pumps. Trinova is the only authorized distributor of Prominent brand equipment and parts for the municipal market in this region.

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

N/A

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 thorough 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 *

Any replacement part must be compatible with existing equipment. Utilities has standardized to Prominent brand for all pumps. Trinova is the only authorized distributor of Prominent brand equipment and parts for the municipal market in this region.

Original Purchase (?) *

01/01/2020
Standardization cannot be on the first purchase.

Supporting backup *

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

E+H Sole Source Letter - City of North Port.pdf

326.51KB

DemandStar

For Purchasing Division

Date Posted

Sole/Single Source Number

SS25

Verified By

Bernice Moen

Effective Date

Expiration Date

PostedPlusSeven

Hidden

01/06/1900

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	R&M Specialized Equipment	\$\$	15,000.00	\$1.00	\$15,000.00

Shipping (?) * **Total Charges**
\$0.00 \$15,000.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	UT	420-6062-535.46-11		\$15,000.00

Total Payments
\$15,000.00

Comments to Budget (?)

Vendor Details

Vendor Information (?)



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

Vendor Name *

Vendor Number *

Vendor Name CST

Contact

Vendor Email

flsales@trinovainc.com

Remittance Address

TRINOVA INC, 4485 LAUGHLIN DR S, MOBILE, AL 36693

Phone

863-682-4500

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$30,000.00

City Inclusive (?) *

\$30,000.00

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF NORTH PORT INCLUDING THE ORDERS ENCLOSED. WHEN BID OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

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3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
5. All materials must be shipped F.O.B. Destination. Buyer will not pay freight or express charges, except by previous agreement. Wherein a specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to the invoice. Delivery must actually be made within the time stated on the Purchase Order. Buyer reserves the right to route all shipments on this order. Delays in shipment shall be immediately reported by Vendor to Buyer. Buyer reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between the hours of _____ A.M. and _____ P.M., Monday through Friday, excluding holidays unless otherwise stated. In case of default by Vendor, Buyer may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense.
6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
7. Inspection and acceptance of commodities shall be as follows:
 - (a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional).
 - (b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
 - (c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
8. Inspection and acceptance of services shall be as follows: Each phase of the services, including quality of work, rendered under this agreement is subject to the Buyer's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Buyer. After inspection, the Buyer will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor shall notify the Buyer that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.
9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
17. Any dispute regarding this Purchase Order shall be governed by Florida law.
18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.
22. To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.
23. In the event of a claim, the Buyer shall promptly notify the Vendor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The Buyer shall provide all available information and assistance that the Vendor may reasonably require regarding any claim.

The Buyer may, in addition to other remedies available to it at law or equity, and upon written notice to the Vendor, retain such monies from amounts due the Vendor as may be deemed by the Buyer to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Buyer may set off any liability or other obligation of the Vendor or its affiliates to the Buyer against any payments due the Vendor under any contract with the Buyer.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Vendor under the Contract and/or Purchase Order. In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the Buyer and the Vendor, the agreement which provides the most protection for the Buyer shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

22. Any other conditions not contained above will be annotated within the context of the Purchase Order.

23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.



CITY OF NORTH PORT

Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 2

P.O. NO.: 051208

DATE: 10/29/24

** PURCHASE ORDER/SOLESOURCE **

TO: TRINOVA-FLORIDA
 TRINOVA INC
 2401 DRANE FIELD ROAD
 LAKELAND, FL 33811

SHIP TO: CITY OF NORTH PORT
 WATER PLANT
 5655 NORTH PORT BLVD
 NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.							
2287							
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.			TERMS		
09/30/25	85-8013281465C-1				NET		
CONFIRM BY		CONFIRM TO			REQUISITIONED BY		
STANDARDIZATION		BERNICE MOEN			KAREN NIX		
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		420-6061-533.46-11		57872	10/28/24		
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST		
			<p>*****</p> <p>THIS PURCHASE ORDER MAY BE ACCEPTED ONLY ON TERMS WHICH PRECISELY MATCH THE TERMS OF THIS ORDER. BUYER SHALL BE ENTITLED TO ALL RIGHTS AND REMEDIES AS SET FORTH IN THE STATE OF FLORIDA (STATUTES 671 AND 672) VERSION OF THE UNIFORM COMMERCIAL CODE. SEE TERMS AND CONDITIONS ON REVERSE SIDE.</p>				

AUTHORIZED BY _____ *Mindy Owen* _____
 NPP0 PURCHASING MANAGER

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF NORTH PORT INCLUDING THE ORDERS ENCLOSED. WHEN BID OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" shall mean the City of North Port, Florida.
2. This order shall be filled at prices quoted to the Buyer either by phone or by a written request. No increase from the quoted price will be authorized unless approved in writing by the Buyer.
3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
5. All materials must be shipped F.O.B. Destination. Buyer will not pay freight or express charges, except by previous agreement. Wherein a specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to the invoice. Delivery must actually be made within the time stated on the Purchase Order. Buyer reserves the right to route all shipments on this order. Delays in shipment shall be immediately reported by Vendor to Buyer. Buyer reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between the hours of _____ A.M. and _____ P.M., Monday through Friday, excluding holidays unless otherwise stated. In case of default by Vendor, Buyer may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense.
6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
7. Inspection and acceptance of commodities shall be as follows:
 - (a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional).
 - (b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
 - (c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
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9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
17. Any dispute regarding this Purchase Order shall be governed by Florida law.
18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.
22. To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.
23. In the event of a claim, the Buyer shall promptly notify the Vendor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The Buyer shall provide all available information and assistance that the Vendor may reasonably require regarding any claim.

The Buyer may, in addition to other remedies available to it at law or equity, and upon written notice to the Vendor, retain such monies from amounts due the Vendor as may be deemed by the Buyer to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Buyer may set off any liability or other obligation of the Vendor or its affiliates to the Buyer against any payments due the Vendor under any contract with the Buyer.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Vendor under the Contract and/or Purchase Order. In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the Buyer and the Vendor, the agreement which provides the most protection for the Buyer shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

22. Any other conditions not contained above will be annotated within the context of the Purchase Order.

23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.



Endress+Hauser
People for Process Automation

Endress + Hauser
2350 Endress Place
Greenwood, IN 46143

Chad Green, Regional Sales Manager
Phone 205-908-5828
chad.green@endress.com

City of North Port
Attn: Michael Drennan
C: (941) 445-7049
Water Plant Supervisor
5655 North Port Blvd
North Port, FL 34287
mdrennan@northportfl.gov

October 31, 2023

New Manufacturers Representative

Dear Michael,

Endress+Hauser USA uses exclusive authorized sales representation in the USA. TriNova, Inc. is the sole authorized Endress+Hauser representative in the state of Florida. They hold an exclusive representative agreement with Endress+Hauser for coverage of municipal and industrial accounts in the above territory.

TriNova, Inc. is also the Endress+Hauser authorized service provider for the state of Florida. They have been factory trained and certified to provide on-site service for Endress+Hauser PRODUCTS.

Please address purchase orders to Endress+Hauser c/o TriNova. The main contact phone is 863.682.4500.

TriNova Florida
2401 Drane Field Road, Lakeland, FL 33811 800-
881-1487 * floridasales@trinovainc.com

If you have questions regarding this issue, please contact Korey Toepel at 800-881-1487.

Best regards
Chad Green

Regional Sales Manager | Gulf Region

Endress+Hauser USA

Endress+Hauser Inc. | 4485 Laughlin Drive South | Mobile, AL 36693 | United States
Mobile: +1 205 908 5828
chad.green@endress.com | www.us.endress.com