



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. 26-09

Date Posted: October 6, 2025

Written Response Due Date: October 13, 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: Maintenance to enhance equipment of BioAir Equipment**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$17316.80**
- **VENDOR: BIOAIR SOLUTIONS LLC**

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 Michael White, Contract Administrator I, at 941.429.7174. 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.



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

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

2026

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 ***

Nutrients, biological odor treatment systems (Equipment) for optimum blend of macro- and micronutrients to enhance the H2S removal performance of the bio-trickling filter system.

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) business days.**

Exemption Explanation (?) *

BioAir equipment are engineered and fabricated by BioAir fir use in their systems and are not interchangeable. The is the only product we can use with the equipment.

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 *

Supporting backup *

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

LT25073 Northport Sole Source Letter.pdf

111.45KB

DemandStar

[For Purchasing Division](#)

Date Posted

Sole/Single Source Number

Effective Date

Expiration Date

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	EcoGrow Nutrients	\$\$	17,316.80	\$1.00	\$17,316.80

Shipping (?) * **Total Charges**
 \$0.00 \$17,316.80

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1		420-6061-533.52-05		\$17,316.80

Total Payments
 \$17,316.80

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.

2025 BIOAIR SOLUTIONS LLC UT BLNKT S 17316.8.pdf	2.45MB
051072.pdf	52.87KB

Vendor Details

Vendor Information (?) ∨

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

Vendor Name *	Vendor Number *
BIOAIR SOLUTIONS LLC	7915

Vendor Name CST

Contact	Vendor Email
	kshutt@bioairsolutions.com

Remittance Address
110 KRESSON-GIBBSBORO RD, SUITE 303, VOORHEES, NJ 08043

Phone
856-258-6969

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *	City Inclusive (?) *
\$17,316.80	

Highest Approver (?) *

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



BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

October 1, 2025

City of North Port
8898 S. Tamiami Tr.
North Port, FL 34293

Doc. No.: LT25073
Reference: Sole Source Letter

To whom this may concern:

BioAir Solutions, LLC ("BioAir") has delivered multiple biological odor treatment systems ("Equipment") to City of North Port as of today. We hope you remain happy with the performance of your BioAir systems.

Certain components of the Equipment are engineered and fabricated by BioAir for use only in our systems. Many of said components are not interchangeable with similar parts found elsewhere in the marketplace, and BioAir is uniquely qualified to provide replacement parts for many system components. It is important that no BioAir-specific components are replaced with components not fabricated by BioAir.

For best system performance, BioAir requires the use of EcoGrow™ nutrients in the operation of the EcoFilter biotrickling filter system. The EcoGrow nutrients have been formulated and tested to incorporate the optimum blend of macro- and micronutrients to enhance the H₂S removal performance of the biotrickling filter system and encourage healthy and stable biomass. It is possible that other nutrients or commercially available "fertilizers" could result in different bacterial growth, media clogging, and/or inconsistent performance.

BioAir's Performance Guarantee and Equipment Warranties are based on the use of EcoGrow Nutrients in accordance with the Operation and Maintenance Manual. Use of other nutrients will void the Performance Guarantees and Equipment Warranties.

Sincerely,

A handwritten signature in blue ink, appearing to read "K Shutt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kim Shutt
Contract Administrator
BioAir Solutions, LLC

Action History (UTC-05:00)

Submit

by Karen Nix 10-03-2024 09:48:37 AM (Start Form)

Submit

by Michelle Tipp 10-03-2024 12:34:22 PM (Pre-Director approval)

- The task was assigned to Michelle Tipp 10/3/2024 9:48:42 AM

Approve

by Nancy Gallinaro 10-03-2024 12:42:57 PM (Director Approval)

- The task was assigned to Michael Vuolo, Nancy Gallinaro, Susan Brasfield 10/3/2024 12:34:23 PM
- Nancy Gallinaro assigned the task to Nancy Gallinaro 10/3/2024 12:42:44 PM

Approve

by Nicole Brown 10-03-2024 01:17:58 PM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 10/3/2024 12:42:58 PM
- Nicole Brown assigned the task to Nicole Brown 10/3/2024 1:17:27 PM

Reviewed

by Bernice Moen 10-04-2024 09:18:49 AM (Purchasing Specialist - 4S)

■ EVER-BLKT-TERM
SOLE SOURCE SS24-31

- The task was assigned to Bernice Moen, Geoff Thomas 10/3/2024 1:18:00 PM
- Bernice Moen assigned the task to Bernice Moen 10/4/2024 9:14:34 AM

Approve

by Alla Skipper 10-04-2024 11:40:18 AM (Purchasing Approval)

- The task was assigned to Alla Skipper, Ginny Duyn, Keith Raney 10/4/2024 9:18:50 AM
- Alla Skipper assigned the task to Alla Skipper 10/4/2024 11:34:36 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

Karen Nix

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 ***

Nutrients, biological odor treatment systems (Equipment) for optimum blend of macro- and micronutrients to enhance the H2S removal performance of the biotrickling filter system.

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Exemption Explanation (?) *

BioAir equipment are engineered and fabricated by BioAir fir use in their systems and are not interchangeable. The is the only product we can use with the equipment.

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)

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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.

LT24051 Northport Sole Source Letter.pdf	289.05KB
2024 BIOAIR SOLUTIONS LLC UT BLNKT S 8658.4 (PO 51019).pdf	1.69MB

DemandStar

For Purchasing Division

Date Posted

Sole/Single Source Number	Verified By	Effective Date	Expiration Date
SS24-31	Bernice Moen	09/04/2024	09/03/2025

PostedPlusSeven

Hidden

01/06/1900

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	EcoGrow Nutrients	\$\$	17,316.80	\$1.00	\$17,316.80

Shipping (?) *

Total Charges

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	UT	420-6061-533.52-05		\$17,316.80

Total Payments
\$17,316.80

Comments to Budget (?)

Vendor Details

Vendor Information (?)



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

Vendor Name *

BIOAIR SOLUTIONS LLC

Vendor Number *

7915

Vendor Name CST

Contact

Vendor Email

kshutt@bioairsolutions.com

Remittance Address

110 KRESSON-GIBBSBORO RD, SUITE 303, VOORHEES, NJ 08043

Phone

856-258-6969

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$17,316.80

City Inclusive (?) *

\$17,316.80

Action History (UTC-05:00)

Submit

by Shane Greenlaw 08-23-2024 02:29:29 PM (Start Form)

Submit for Director app...

by Michelle Tipp 08-23-2024 02:40:36 PM (Pre-Director approval)

- The task was assigned to Michelle Tipp 8/23/2024 2:29:32 PM

Approve

by Nancy Gallinaro 08-23-2024 03:29:40 PM (Director Approval)

- The task was assigned to Michael Vuolo, Nancy Gallinaro, Susan Brasefield 8/23/2024 2:40:36 PM
- Nancy Gallinaro assigned the task to Nancy Gallinaro 8/23/2024 3:29:33 PM

Budget Denied

by Nicole Brown 08-26-2024 09:19:53 AM (Budget Approval)

420-6061-533.52-05 is already overbudget by \$163,245 before this request. Please identify anticipated savings in the operating lines to cover this overage and these additional expenditures.

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 8/23/2024 3:29:41 PM
- Nicole Brown assigned the task to Nicole Brown 8/26/2024 9:17:13 AM

Resubmit

by Karen Nix 08-28-2024 10:23:25 AM (Requester resubmit)

- The task was assigned to Karen Nix, Michelle Tipp, Shane Greenlaw. The due date is: September 6, 2024 2:29 PM 8/26/2024 9:19:58 AM
- Karen Nix assigned the task to Karen Nix 8/26/2024 11:13:51 AM

Submit for Director app...

by Michelle Tipp 08-28-2024 10:35:44 AM (Pre-Director approval)

- The task was assigned to Michelle Tipp 8/28/2024 10:23:26 AM

Approve

by Nancy Gallinaro 08-28-2024 11:53:54 AM (Director Approval)

- The task was assigned to Michael Vuolo, Nancy Gallinaro, Susan Brasefield 8/28/2024 10:35:45 AM
- Nancy Gallinaro assigned the task to Nancy Gallinaro 8/28/2024 11:53:24 AM

Approve

by Nicole Brown 08-28-2024 01:26:00 PM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 8/28/2024 11:53:55 AM
- Nicole Brown assigned the task to Nicole Brown 8/28/2024 1:25:11 PM

Reviewed

by Geoff Thomas 08-28-2024 02:44:21 PM (Purchasing Specialist - 4S)

SS24-31 BIOAIR Solutions LLC

- The task was assigned to Bernice Moen, Geoff Thomas 8/28/2024 1:26:01 PM
- Geoff Thomas assigned the task to Geoff Thomas 8/28/2024 2:30:29 PM

Approve

by Geoff Thomas 09-04-2024 09:08:43 AM (Verify DemandStar)

- The task was assigned to Bernice Moen, Geoff Thomas 9/4/2024 12:00:00 AM
- Geoff Thomas assigned the task to Geoff Thomas 9/4/2024 9:00:53 AM

Approve

by Alla Skipper 09-05-2024 02:21:54 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Ginny Duyn, Keith Raney 9/4/2024 9:08:45 AM
- Alla Skipper assigned the task to Alla Skipper 9/5/2024 2:21:27 PM



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

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

2024

Type code *

S

Preparer

Shane Greenlaw

Pre-Director Approver (?)

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 ***

Nutrients, biological odor treatment systems ("Equipment") for optimum blend of macro- and micronutrients to enhance the H2S removal performance of the biotrickling filter system.

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Exemption Explanation (?) *

BioAir equipment are engineered and fabricated by BioAir for use only in their systems and are not interchangeable This is the only product we can use with the equipment.

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)

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- ☐ 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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Explanation *

BioAir equipment are engineered and fabricated by BioAir for use only in their systems and are not interchangeable.

Supporting backup *

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

LT24051 Northport Sole Source Letter.pdf	289.05KB
SS24-31 BIOAIR Solutions LLC.pdf	943.1KB

DemandStar

[For Purchasing Division](#)

Date Posted

08/28/2024

Sole/Single Source Number

SS-24-31

Verified By

Geoff Thomas

Effective Date

Expiration Date

PostedPlusSeven

[Hidden](#)

09/04/2024

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	50lb Bucket of EcoGrow Nutrients	\$\$	7,425.00	\$1.00	\$7,425.00

Shipping (?) * **Total Charges**
 \$1,233.40 \$8,658.40

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	UT	420-6061-533.52-05		\$8,658.40

Total Payments
\$8,658.40

Comments To Budget (?)

Vendor Details

Vendor Information (?)



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

Vendor Name *

BIOAIR SOLUTIONS LLC

Vendor Number *

7915

Vendor Name CST

Contact

Vendor Email

kshutt@bioairsolutions.com

Remittance Address

110 KRESSON-GIBBSBORO RD, SUITE 303, VOORHEES, NJ 08043

Phone

856-258-6969

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$8,658.40

City Inclusive (?) *

\$8,658.40



BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

July 3, 2024

City of North Port
8898 S. Tamiami Tr.
North Port, FL 34293

Doc. No.: LT24051
Reference: Sole Source Letter

To whom this may concern:

BioAir Solutions, LLC ("BioAir") has delivered multiple biological odor treatment systems ("Equipment") to City of North Port as of today. We hope you remain happy with the performance of your BioAir systems.

Certain components of the Equipment are engineered and fabricated by BioAir for use only in our systems. Many of said components are not interchangeable with similar parts found elsewhere in the marketplace, and BioAir is uniquely qualified to provide replacement parts for many system components. It is important that no BioAir-specific components are replaced with components not fabricated by BioAir.

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BioAir's Performance Guarantee and Equipment Warranties are based on the use of EcoGrow Nutrients in accordance with the Operation and Maintenance Manual. Use of other nutrients will void the Performance Guarantees and Equipment Warranties.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Shutt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kim Shutt
Contract Administrator
BioAir Solutions, LLC



BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
 P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

July 23, 2024

Michael Drennan Jr.
 Villages Southwest WTP
 11820 Manasota Beach Rd
 Venice, FL 34293
 941-445-7049
mdrennan@northportfl.gov

Reference: SQ241078

Dear Michael

Below, please find pricing for the EcoGrow Nutrients

Line Item	Description	Quantity	Price
1	50lb Bucket of EcoGrow Nutrients	22	\$8,250.00
	Subtotal		\$8,250.00
	Discount	-10.00%	-\$825.00
	Estimated Shipping	-	\$1,233.40

Total Cost: \$8,658.40

- Shipping costs are estimated and will be billed based on actual cost.
- Prices are valid 90 days from the date of this proposal.
- BioAir Solutions, LLC's General Terms and Conditions of Sale, a copy of which is annexed hereto, is incorporated in this Quotation by reference and made part thereof.
- BioAir can accept payment by Credit Card or Invoice. A 3% transaction fee will apply to all Credit Card orders.

Thank you,

Rob Firestone
 Senior Service Engineer
 BioAir Solutions, LLC

Attachments: BioAir Solutions, LLC's General Terms and Conditions of Sale

BioAir Solutions, LLC's General Terms and Conditions of Sale

1. **Definitions.** "Proposal" means the proposal to which these General Terms and Conditions of Sale are attached, any specifications thereto, and the terms and conditions contained herein. "Seller" means BioAir Solutions, LLC, its subsidiaries and affiliates. "Buyer" means the person, firm, or corporation identified as the purchaser or customer in the Proposal. "Equipment" means all machinery, parts, accessories and attachments described in the Proposal. Any replacements, additions, improvements, alterations, spare parts, attachments or repairs provided by Seller shall be subject to these General Terms and Conditions of Sale. The sale or furnishing of any replacements, additions, attachments, accessories or repairs to the Equipment which are made or delivered subsequent to the sale of the Equipment shall not cause or create any extension of the guarantees or warranties made herein with respect to the Equipment nor shall they change the effective date on which the Equipment is delivered by Buyer. For purposes of the warranty provision contained herein, the phrase "components of the Equipment which have been manufactured by Seller" shall include only those components manufactured by Seller.

2. **Price and Terms.** The purchase price of the Equipment shall be as set forth in the Proposal. The purchase price, inclusive of all optional prices in the Proposal, is firm for a period of 90 days from the Proposal date. In the event the equipment delivery is later than 270 days from the Proposal date, Seller has the right to increase the purchase price by up to 3.5% per year depending on raw material price escalation. The purchase price shall not include, taxes, freight and/or handling charges unless these items are specifically listed and priced in the Proposal. Buyer shall pay or reimburse Seller for any sales, use, excise or other tax now or hereafter imposed by reason of the production, sale, transportation, delivery or installation of the Equipment. The purchase price is F.O.B. point of shipment unless otherwise stated in the Proposal. The purchase price shall be payable in United States currency on or before fourteen (14) days after the date of invoice unless otherwise specified in the proposal. Any invoices which are not paid within fourteen (14) days shall be subject to interest at the rate of 1.5% per month from the date of the invoice until the date on which such invoice is paid.

3. **Delivery, Risk of Loss and Storage.** The delivery date set forth in the Proposal is the Seller's best estimate when the Equipment will be delivered to the carrier and shall not be deemed to represent a fixed or guaranteed delivery date. Delivery shall be deemed to have been made when Seller places the Equipment in the possession of a carrier selected by Buyer (or selected by Seller with Buyer's approval) at which time Buyer shall bear the risk of loss for the Equipment. If Buyer is not prepared to accept delivery of the Equipment upon notice that it is ready for shipment, Seller may store it in a warehouse at Buyer's expense and risk, in the name of the Buyer or Seller. Such delivery to a warehouse shall constitute shipment and delivery of the Equipment to Buyer and the balance owed shall become immediately due and payable.

4. **Insurance.** Buyer shall be required to obtain and maintain an insurance policy in an amount equal to the unpaid balance of the purchase price, to cover all risks of loss and damage to the Equipment, which policy shall name Seller as an insured to the extent that its interest may appear. Buyer shall deliver a certificate from the insurance company certifying that such insurance is in effect and shall not be cancelled or revoked without fifteen (15) days prior written notice to Seller until the purchase price of the Equipment is paid in full.

5. **Installation.** The purchase price does not include installation unless installation is expressly specified in the proposal. If installation is included, (i) the Buyer shall be responsible for preparing the site and all other equipment for the installation of the Equipment prior to the Equipment's scheduled delivery date, and (ii) the Buyer shall pay Seller at the Seller's rates then in effect for any additional installation time caused by Buyer's failure to prepare the site or by any other delay at the installation site not within Seller's control.

6. **Security Agreement.** To secure payment of any obligation of Buyer to Seller (including, but not limited to, Seller's charges for service and parts), Buyer hereby grants Seller a security interest in the Equipment together with all parts, accessories, attachments, additions, accessions, substitutions, improvements and replacements thereto or thereof and all proceeds from insurance, sale or disposition.

7. **Default and Remedies.** The occurrence of any of the following shall constitute a default by Buyer: failure to make any payment when due; failure to comply with or perform any provision of the Proposal; false or misleading representations or warranties made or given by Buyer; assertion of any lien, levy or other judicial process against the Equipment or diminishment or impairment of Buyer's rights in or to the Equipment; voluntary or involuntary commencement of any proceeding under which Buyer is subjected to or seeks relief under any bankruptcy, insolvency or receivership proceeding; any act of Buyer which results in the substantial reduction in the value of the Equipment or imperils the prospect of full performance or satisfaction of Buyer's obligations hereunder; any modification to the Equipment without Seller's written consent; if Buyer sells, encumbers or otherwise disposes of

the Equipment while title thereto remains in Seller; or if Buyer is in default of any other obligation to Seller or any company affiliated with Seller. Upon any default by Buyer, and at the option of Seller, all sums payable under the Proposal and any other amount due Seller shall immediately become due and payable in full without notice or demand to Buyer and Seller shall have all the rights, remedies and privileges as are accorded to Seller by law including, without limitation, those pertaining to repossession, retention and sale of the Equipment and disposition of the proceeds. In addition, Seller may also enter, with or without legal process, into or upon the premises where the Equipment or any part thereof may be located and take possession of the Equipment, or render it unusable, or dispose of the Equipment (in such event Buyer agrees not to resist or interfere with Seller's actions); or require Buyer to make the Equipment available to Seller at a place reasonably designated by Seller to enable Seller to dispose of the Equipment. If Seller exercises its option to retake the Equipment, it may resell the Equipment at public or private sale. The proceeds of sale shall be applied as follows: first to reimburse Seller for the fees, costs and expenses incurred, including reasonable counsel fees; next to pay Seller the unpaid balance of the purchase price or any other amount due Seller; and the surplus, if any, shall be paid to Buyer. Buyer shall remain liable to Seller for any deficiency. Seller shall be entitled to recover reasonable attorneys' fees and all other fees, costs and expenses incurred by Seller if Buyer defaults or Seller is successful in defending a claim asserted by Buyer. If, in the judgment of Seller, Buyer's financial condition has changed, Seller shall have the right to cancel the Proposal unless Buyer provides such additional security as Seller may require or makes full payment of the balance of the price. Such cancellation shall be without prejudice to Seller's claim for damages.

8. **Warranty. THE WARRANTIES PROVIDED FOR IN THIS PROVISION AND THE OBLIGATIONS AND LIABILITIES OF SELLER SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF AND BUYER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER REMEDIES AND LIABILITIES.** The Buyer acknowledges and agrees that no other representations or warranties were made to or relied upon by Buyer.

A. **Warranty For Components of Equipment Manufactured by Seller.** Seller warrants that the components of the Equipment which have been manufactured by Seller shall, under normal use, be free of defects in material and workmanship for a period of one (1) year from the date the Equipment is delivered to Buyer or installed by Seller, if applicable, provided that, (i) Buyer, immediately upon discovery of the claimed defect, discontinues all use of the components, and (ii) the claim of defect with respect to the components is submitted to Seller in writing within the one (1) year warranty period and no later than ten (10) days after the discovery of the claimed defect. If Buyer claims, within the warranty period, that a defect exists, Seller reserves the right to demonstrate that there is no defect. If a defect exists, Seller's sole responsibility shall be to repair or replace any defect or, at its option, Seller may rescind the Proposal and, in such event, Seller's only obligation shall be to refund amounts previously paid by Buyer without interest.

B. **Disclaimer For Parts or Units Not Manufactured by Seller.** Seller shall not be liable to Buyer for any breach of warranty or breach of contract on account of any defect in the Equipment or failure of the Equipment to operate properly where the cause thereof is attributable to a defect in the work, labor, services or materials employed in parts or integral units of the Equipment which are not manufactured by Seller. Component parts or integral units of the Equipment not manufactured by Seller are sold only under such warranty as the manufacturer of such parts or units may give to Buyer. Seller shall assist Buyer in obtaining from the manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request), the repair or replacement of any component parts or integral units of the Equipment that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole responsibility of Seller with respect to component parts or integral units of the Equipment not manufactured by Seller.

C. **Warranty Limitations.** Seller shall not be liable under any warranty if Seller determines that the defect was caused by misuse, abuse, improper application, improper operation, improper maintenance, alteration, repair or modification, negligence in use, casualty, storage, handling or any other cause beyond the control of Seller. The remedies set forth herein shall be Buyer's sole and exclusive remedies for any breach of warranty. If any samples, technical literature, illustrations, catalogues or other documents have been shown to Buyer, they shall not give rise to any express or implied warranty except to the extent that such warranties are specifically set forth in writing in the Proposal.

9. **Limitation of Liability, Safety and Indemnification.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR

CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICE, OR DOWNTIME COSTS. Buyer assumes all risks and liabilities for any loss, damage or injury to persons, property, or the environment arising out of, connected with or resulting from the use or subsequent sale of the Equipment, either alone or in combination with other products. Buyer expressly agrees that the remedies granted to it hereunder are Buyer's sole and exclusive remedies with respect to any claim of Buyer arising under the Proposal. During the life of the Equipment, Buyer agrees to provide to all Equipment users (including its own employees and independent contractors) all of Seller's safety information as contained in warnings, instructions, owner's manuals, safety features of the Equipment and to adequately train all users in the safe use and maintenance of the Equipment. Buyer agrees to defend, indemnify and hold Seller harmless from and against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) to the extent that they relate to or have been caused by Buyer's failure to comply with the provisions of the Proposal or Buyer's negligence.

10. Patents. If any claim is asserted or action commenced against Buyer based upon a claim that the Equipment or any part thereof manufactured or sold by Seller constitutes an infringement of any U.S. Letters Patent or Trademark, Buyer shall give immediate notice thereof to Seller. Seller shall have the exclusive right, at its own expense, to conduct any litigation and/or settlement negotiations with respect to such claim or action. However, Buyer shall render all reasonable assistance required by Seller in the defense of the claim or action. Subject to the conditions and limitations set forth below, Seller shall pay such portion of the damages awarded against Buyer in such action as are allocable to the infringing Equipment or parts manufactured or sold by Seller, to the exclusion of any damages awarded for the use of such Equipment or part. In no event shall Seller's liability to Buyer exceed the purchase price of the infringing Equipment or part. If the Equipment or any part thereof manufactured or sold by Seller is held to be an infringement in such action, and the use thereof is enjoined or if, as a result of a claim or settlement, Seller deems the continued use thereof inadvisable, Seller may, at its sole option and expense, (a) procure for Buyer the right to continue using said Equipment or parts, (b) replace said Equipment or parts with non-infringing equipment or parts, (c) modify said Equipment or parts so that they are no longer infringing, or (d) refund the purchase price of the Equipment or parts less reasonable depreciation and remove the Equipment or parts from Buyer's place of business. The obligation of Seller set forth in this Section shall be null and void and Seller shall have no liability whatever to Buyer on account of any judgment, award or damages suffered by Buyer arising out of such claim or action, if (a) Buyer does not give immediate notice to Seller of such claim or action, (b) Buyer does not render all assistance reasonably required by Seller in the defense of such action or claim, (c) Buyer interferes with Seller's defense thereof, (d) the Equipment or any part thereof has been changed or altered, has been combined with equipment or parts not manufactured by Seller, or has not been used in accordance with Seller's specifications, or (e) the Equipment, or any part thereof, was manufactured by Seller in accordance with Buyer's designs, blueprints, samples, or specifications, in which case Buyer shall defend, indemnify and hold harmless Seller from any and all expenses (including reasonable counsel fees), injuries or loss arising out of any claims or actions related to the manufacture, use or sale thereof. **THE FOREGOING SETS FORTH THE SELLER'S ENTIRE LIABILITY FOR PATENT OR TRADEMARK INFRINGEMENT INVOLVING THE EQUIPMENT OR ANY PART THEREOF.** Nothing in the Proposal shall be deemed to grant any license or right to Buyer, express or implied, under any patents or patent application, design patent or trademark owned or controlled by Seller.

11. Specifications/Documents. The specifications and all other documents supplied pursuant to and in connection with the Proposal are the property of Seller and are being made available to Buyer on a non-exclusive basis as long as Buyer owns the Equipment. The specifications and documents shall not be used by Buyer in any manner for manufacture or for the purchase or other acquisition of similar equipment from any competitor of Seller nor will Buyer display, exhibit, or otherwise make available such specifications and documents to any competitor of Seller.

12. Confidentiality. Buyer acknowledges that Buyer, its employees, agents, and contractors may receive certain proprietary and confidential business or other information of Seller in connection with Buyer's purchase, installation or use of the Equipment. Buyer shall not disclose such information to any other party in any manner whatsoever, or use such information for any purpose other than in connection with Buyer's purchase, installation or use of the Equipment, without the prior written consent of Seller. Buyer shall take all reasonable precautions to protect the confidentiality of such information, which precautions shall in no event be less than the precautions taken to protect its own proprietary and confidential information.

13. Performance and Payment Bond. Notwithstanding any provisions in the Proposal, contract, the bond or any other document or representation to the contrary, the surety's liability hereunder shall be limited to those provisions of the contract relating to performance of construction and the liability of the surety shall not extend to claims of any kind or nature which in any way relate to any alleged design and/or engineering defect, inadequacy, or deficiency or any damages arising from any alleged design and, or engineering defects, inadequacy or deficiencies. Furthermore surety's liability hereunder shall be limited to the warranty against defective materials and workmanship as defined in the Contract, not to exceed one (1) year from Substantial Completion. Surety's liability shall not extend to any claims resulting from any special, or extended warranties.

14. Adjudication of Disputes and Governing Law. The parties agree that any controversy or claim between them shall be governed by and construed in accordance with the laws of the State of New Jersey and, unless an alternative jurisdiction is selected by Seller, shall be adjudicated exclusively in the State Courts of New Jersey. Buyer consents to the exclusive jurisdiction of the state courts of New Jersey. Service of process by certified or registered mail, return receipt requested, shall be sufficient to commence suit and Buyer waives any right to personal service of process. **THE PARTIES AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.** Provided, however, if Seller so directs, the controversy or claim shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in a location in New Jersey selected by Seller. Nothing contained herein shall prevent a party from applying to a court having jurisdiction for emergent equitable relief. In the event Seller prevails, Seller shall be entitled to recover reasonable counsel fees and costs.

15. Miscellaneous. The parties specifically exclude the provisions of the United Nations Convention On Contracts For the International Sale of Goods. Section headings are for convenience only and shall not be used to interpret or change the provisions of the Proposal. The Proposal shall be construed in accordance with its plain meaning and not against either party as the drafting party. The Proposal expressly limits acceptance to the terms and conditions in the Proposal and supercedes all other terms and conditions contained in any purchase order, sales order, proposal, acknowledgement or other document submitted by Buyer prior to, concurrently with, or pursuant to the Proposal. Any additional or different terms proposed by Buyer are expressly rejected unless specifically accepted by Seller in writing. The Proposal constitutes the complete and final agreement of the parties hereto and supercedes all prior or contemporaneous agreements, discussions and/or representations not expressly stated in the Proposal. No alterations, modifications, deletions, additions or changes in or to the Proposal, whether by Buyer's purchase order or otherwise, shall be binding unless embodied in writing signed by both parties. Buyer shall not assign the Proposal without Seller's prior written consent. Seller's failure at any time to insist upon strict performance of any term or condition of the Proposal shall not be construed as a waiver of any subsequent breach of any term or condition. Buyer shall not assert against any assignee of Seller of the Proposal any claim or defense that it may have against Seller. The invalidity or unenforceability of any provision of the Proposal shall not affect the other provisions hereof, and the Proposal shall be construed in all respects as if the invalid or unenforceable provision had been omitted. Seller shall not be liable for any costs, expenses or damages or be deemed to be in default of the Proposal as a result of any delay in performance including, but not limited to, a delay caused by any act of God, labor problem, war, fires, floods, accidents, act of a governmental entity, accident (whether valid or invalid), unavailability or delay in obtaining labor, parts, transportation or equipment or any cause beyond Seller's control. If there is any conflict between the printed Terms and Conditions and the typed portion of the Proposal, the typed portion shall control. Notices and consents required by the Proposal shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight courier with a copy, if possible, sent by facsimile. The Proposal shall, when signed by Buyer or otherwise adopted by Buyer, constitute Buyer's offer to buy the Equipment. The Proposal shall not constitute a binding agreement until accepted by an authorized officer of Seller at Seller's New Jersey office. Without limiting the generality of the foregoing, acceptance of a deposit or other payment from the Buyer shall not constitute acceptance by the Seller.

16. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage, accident, pandemics, war or civil disturbance or any other cause beyond such party's reasonable control. Seller will be allowed to terminate the contract in the event a Force Majeure event lasts longer than six (6) months. The time for equipment delivery specified herein shall be extended during the continuance of such conditions.



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



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: SS NO. 24-31

Date Posted: August 28, 2024

Written Response Due Date: September 4, 2024

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: 50lb Bucket of EcoGrow Nutrients**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$7,425.00**
- **VENDOR: BIOAIR SOLUTIONS LLC**

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 Geoff Thomas, Contract Administrator I, at 941.429.7102. 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



BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

July 3, 2024

City of North Port
8898 S. Tamiami Tr.
North Port, FL 34293

Doc. No.: LT24051
Reference: Sole Source Letter

To whom this may concern:

BioAir Solutions, LLC ("BioAir") has delivered multiple biological odor treatment systems ("Equipment") to City of North Port as of today. We hope you remain happy with the performance of your BioAir systems.

Certain components of the Equipment are engineered and fabricated by BioAir for use only in our systems. Many of said components are not interchangeable with similar parts found elsewhere in the marketplace, and BioAir is uniquely qualified to provide replacement parts for many system components. It is important that no BioAir-specific components are replaced with components not fabricated by BioAir.

For best system performance, BioAir requires the use of EcoGrow™ nutrients in the operation of the EcoFilter biotrickling filter system. The EcoGrow nutrients have been formulated and tested to incorporate the optimum blend of macro- and micronutrients to enhance the H₂S removal performance of the biotrickling filter system and encourage healthy and stable biomass. It is possible that other nutrients or commercially available "fertilizers" could result in different bacterial growth, media clogging, and/or inconsistent performance.

BioAir's Performance Guarantee and Equipment Warranties are based on the use of EcoGrow Nutrients in accordance with the Operation and Maintenance Manual. Use of other nutrients will void the Performance Guarantees and Equipment Warranties.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Shutt". The signature is fluid and cursive.

Kim Shutt
Contract Administrator
BioAir Solutions, LLC



Procurement Request

City of North Port

Request

Request Type*

Sole/Single Source/Standardization

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

2024

Type code***Preparer**

Shane Greenlaw

Pre-Director Approver (?)

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***

Nutrients, biological odor treatment systems ("Equipment") for optimum blend of macro- and micronutrients to enhance the H2S removal performance of the biotrickling filter system.

*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 (?) *

BioAir equipment are engineered and fabricated by BioAir for use only in their systems and are not interchangeable This is the only product we can use with the equipment.

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 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)

Explanation *

BioAir equipment are engineered and fabricated by BioAir for use only in their systems and are not interchangeable.

Supporting backup *

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

LT24051 Northport Sole Source Letter.pdf

289.05KB

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	50lb Bucket of EcoGrow Nutrients	\$\$	7,425.00	\$1.00	\$7,425.00

Shipping (?) *

\$1,233.40

Total Charges

\$8,658.40

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1		420-6061-533.52-05		\$8,658.40

Total Payments
\$8,658.40

Comments To Budget (?)

PO 50298 is a city contract so the funds are encumbered but also paid via P-Card, essentially doubling the request this late in the fiscal year. According my tracking we should have around \$154K left over .

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.

SQ241078 BOM.pdf 294.39KB

Vendor Details

Vendor Information (?)



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

Vendor Name * BIOAIR SOLUTIONS LLC **Vendor Number *** 7915

Vendor Name CST

Contact **Vendor Email**
kshutt@bioairsolutions.com

Remittance Address
110 KRESSON-GIBBSBORO RD, SUITE 303, VOORHEES, NJ 08043

Phone
856-258-6969

Vendor Documentation Current (?) *
 Yes No

Risk Documentation Current (?) *
 Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) * \$8,658.40 **City Inclusive (?) ***

Highest Approver (?) *

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

Purchasing Approver



BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
 P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

July 23, 2024

Michael Drennan Jr.
 Villages Southwest WTP
 11820 Manasota Beach Rd
 Venice, FL 34293
 941-445-7049
mdrennan@northportfl.gov

Reference: SQ241078

Dear Michael

Below, please find pricing for the EcoGrow Nutrients

Line Item	Description	Quantity	Price
1	50lb Bucket of EcoGrow Nutrients	22	\$8,250.00
	Subtotal		\$8,250.00
	Discount	-10.00%	-\$825.00
	Estimated Shipping	-	\$1,233.40

Total Cost: \$8,658.40

- Shipping costs are estimated and will be billed based on actual cost.
- Prices are valid 90 days from the date of this proposal.
- BioAir Solutions, LLC's General Terms and Conditions of Sale, a copy of which is annexed hereto, is incorporated in this Quotation by reference and made part thereof.
- BioAir can accept payment by Credit Card or Invoice. A 3% transaction fee will apply to all Credit Card orders.

Thank you,

Rob Firestone
 Senior Service Engineer
 BioAir Solutions, LLC

Attachments: BioAir Solutions, LLC's General Terms and Conditions of Sale

BioAir Solutions, LLC's General Terms and Conditions of Sale

1. Definitions. "Proposal" means the proposal to which these General Terms and Conditions of Sale are attached, any specifications thereto, and the terms and conditions contained herein. "Seller" means BioAir Solutions, LLC, its subsidiaries and affiliates. "Buyer" means the person, firm, or corporation identified as the purchaser or customer in the Proposal. "Equipment" means all machinery, parts, accessories and attachments described in the Proposal. Any replacements, additions, improvements, alterations, spare parts, attachments or repairs provided by Seller shall be subject to these General Terms and Conditions of Sale. The sale or furnishing of any replacements, additions, attachments, accessories or repairs to the Equipment which are made or delivered subsequent to the sale of the Equipment shall not cause or create any extension of the guarantees or warranties made herein with respect to the Equipment nor shall they change the effective date on which the Equipment is delivered by Buyer. For purposes of the warranty provision contained herein, the phrase "components of the Equipment which have been manufactured by Seller" shall include only those components manufactured by Seller.

2. Price and Terms. The purchase price of the Equipment shall be as set forth in the Proposal. The purchase price, inclusive of all optional prices in the Proposal, is firm for a period of 90 days from the Proposal date. In the event the equipment delivery is later than 270 days from the Proposal date, Seller has the right to increase the purchase price by up to 3.5% per year depending on raw material price escalation. The purchase price shall not include, taxes, freight and/or handling charges unless these items are specifically listed and priced in the Proposal. Buyer shall pay or reimburse Seller for any sales, use, excise or other tax now or hereafter imposed by reason of the production, sale, transportation, delivery or installation of the Equipment. The purchase price is F.O.B. point of shipment unless otherwise stated in the Proposal. The purchase price shall be payable in United States currency on or before fourteen (14) days after the date of invoice unless otherwise specified in the proposal. Any invoices which are not paid within fourteen (14) days shall be subject to interest at the rate of 1.5% per month from the date of the invoice until the date on which such invoice is paid.

3. Delivery, Risk of Loss and Storage. The delivery date set forth in the Proposal is the Seller's best estimate when the Equipment will be delivered to the carrier and shall not be deemed to represent a fixed or guaranteed delivery date. Delivery shall be deemed to have been made when Seller places the Equipment in the possession of a carrier selected by Buyer (or selected by Seller with Buyer's approval) at which time Buyer shall bear the risk of loss for the Equipment. If Buyer is not prepared to accept delivery of the Equipment upon notice that it is ready for shipment, Seller may store it in a warehouse at Buyer's expense and risk, in the name of the Buyer or Seller. Such delivery to a warehouse shall constitute shipment and delivery of the Equipment to Buyer and the balance owed shall become immediately due and payable.

4. Insurance. Buyer shall be required to obtain and maintain an insurance policy in an amount equal to the unpaid balance of the purchase price, to cover all risks of loss and damage to the Equipment, which policy shall name Seller as an insured to the extent that its interest may appear. Buyer shall deliver a certificate from the insurance company certifying that such insurance is in effect and shall not be cancelled or revoked without fifteen (15) days prior written notice to Seller until the purchase price of the Equipment is paid in full.

5. Installation. The purchase price does not include installation unless installation is expressly specified in the proposal. If installation is included, (i) the Buyer shall be responsible for preparing the site and all other equipment for the installation of the Equipment prior to the Equipment's scheduled delivery date, and (ii) the Buyer shall pay Seller at the Seller's rates then in effect for any additional installation time caused by Buyer's failure to prepare the site or by any other delay at the installation site not within Seller's control.

6. Security Agreement. To secure payment of any obligation of Buyer to Seller (including, but not limited to, Seller's charges for service and parts), Buyer hereby grants Seller a security interest in the Equipment together with all parts, accessories, attachments, additions, accessions, substitutions, improvements and replacements thereto or thereof and all proceeds from insurance, sale or disposition.

7. Default and Remedies. The occurrence of any of the following shall constitute a default by Buyer: failure to make any payment when due; failure to comply with or perform any provision of the Proposal; false or misleading representations or warranties made or given by Buyer; assertion of any lien, levy or other judicial process against the Equipment or diminishment or impairment of Buyer's rights in or to the Equipment; voluntary or involuntary commencement of any proceeding under which Buyer is subjected to or seeks relief under any bankruptcy, insolvency or receivership proceeding; any act of Buyer which results in the substantial reduction in the value of the Equipment or imperils the prospect of full performance or satisfaction of Buyer's obligations hereunder; any modification to the Equipment without Seller's written consent; if Buyer sells, encumbers or otherwise disposes of

the Equipment while title thereto remains in Seller; or if Buyer is in default of any other obligation to Seller or any company affiliated with Seller. Upon any default by Buyer, and at the option of Seller, all sums payable under the Proposal and any other amount due Seller shall immediately become due and payable in full without notice or demand to Buyer and Seller shall have all the rights, remedies and privileges as are accorded to Seller by law including, without limitation, those pertaining to repossession, retention and sale of the Equipment and disposition of the proceeds. In addition, Seller may also enter, with or without legal process, into or upon the premises where the Equipment or any part thereof may be located and take possession of the Equipment, or render it unusable, or dispose of the Equipment (in such event Buyer agrees not to resist or interfere with Seller's actions); or require Buyer to make the Equipment available to Seller at a place reasonably designated by Seller to enable Seller to dispose of the Equipment. If Seller exercises its option to retake the Equipment, it may resell the Equipment at public or private sale. The proceeds of sale shall be applied as follows: first to reimburse Seller for the fees, costs and expenses incurred, including reasonable counsel fees; next to pay Seller the unpaid balance of the purchase price or any other amount due Seller; and the surplus, if any, shall be paid to Buyer. Buyer shall remain liable to Seller for any deficiency. Seller shall be entitled to recover reasonable attorneys' fees and all other fees, costs and expenses incurred by Seller if Buyer defaults or Seller is successful in defending a claim asserted by Buyer. If, in the judgment of Seller, Buyer's financial condition has changed, Seller shall have the right to cancel the Proposal unless Buyer provides such additional security as Seller may require or makes full payment of the balance of the price. Such cancellation shall be without prejudice to Seller's claim for damages.

8. Warranty. **THE WARRANTIES PROVIDED FOR IN THIS PROVISION AND THE OBLIGATIONS AND LIABILITIES OF SELLER SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF AND BUYER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER REMEDIES AND LIABILITIES.** The Buyer acknowledges and agrees that no other representations or warranties were made to or relied upon by Buyer.

A. Warranty For Components of Equipment Manufactured by Seller. Seller warrants that the components of the Equipment which have been manufactured by Seller shall, under normal use, be free of defects in material and workmanship for a period of one (1) year from the date the Equipment is delivered to Buyer or installed by Seller, if applicable, provided that, (i) Buyer, immediately upon discovery of the claimed defect, discontinues all use of the components, and (ii) the claim of defect with respect to the components is submitted to Seller in writing within the one (1) year warranty period and no later than ten (10) days after the discovery of the claimed defect. If Buyer claims, within the warranty period, that a defect exists, Seller reserves the right to demonstrate that there is no defect. If a defect exists, Seller's sole responsibility shall be to repair or replace any defect or, at its option, Seller may rescind the Proposal and, in such event, Seller's only obligation shall be to refund amounts previously paid by Buyer without interest.

B. Disclaimer For Parts or Units Not Manufactured by Seller. Seller shall not be liable to Buyer for any breach of warranty or breach of contract on account of any defect in the Equipment or failure of the Equipment to operate properly where the cause thereof is attributable to a defect in the work, labor, services or materials employed in parts or integral units of the Equipment which are not manufactured by Seller. Component parts or integral units of the Equipment not manufactured by Seller are sold only under such warranty as the manufacturer of such parts or units may give to Buyer. Seller shall assist Buyer in obtaining from the manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request), the repair or replacement of any component parts or integral units of the Equipment that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole responsibility of Seller with respect to component parts or integral units of the Equipment not manufactured by Seller.

C. Warranty Limitations. Seller shall not be liable under any warranty if Seller determines that the defect was caused by misuse, abuse, improper application, improper operation, improper maintenance, alteration, repair or modification, negligence in use, casualty, storage, handling or any other cause beyond the control of Seller. The remedies set forth herein shall be Buyer's sole and exclusive remedies for any breach of warranty. If any samples, technical literature, illustrations, catalogues or other documents have been shown to Buyer, they shall not give rise to any express or implied warranty except to the extent that such warranties are specifically set forth in writing in the Proposal.

9. Limitation of Liability, Safety and Indemnification. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR

CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICE, OR DOWNTIME COSTS. Buyer assumes all risks and liabilities for any loss, damage or injury to persons, property, or the environment arising out of, connected with or resulting from the use or subsequent sale of the Equipment, either alone or in combination with other products. Buyer expressly agrees that the remedies granted to it hereunder are Buyer's sole and exclusive remedies with respect to any claim of Buyer arising under the Proposal. During the life of the Equipment, Buyer agrees to provide to all Equipment users (including its own employees and independent contractors) all of Seller's safety information as contained in warnings, instructions, owner's manuals, safety features of the Equipment and to adequately train all users in the safe use and maintenance of the Equipment. Buyer agrees to defend, indemnify and hold Seller harmless from and against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) to the extent that they relate to or have been caused by Buyer's failure to comply with the provisions of the Proposal or Buyer's negligence.

10. Patents. If any claim is asserted or action commenced against Buyer based upon a claim that the Equipment or any part thereof manufactured or sold by Seller constitutes an infringement of any U.S. Letters Patent or Trademark, Buyer shall give immediate notice thereof to Seller. Seller shall have the exclusive right, at its own expense, to conduct any litigation and/or settlement negotiations with respect to such claim or action. However, Buyer shall render all reasonable assistance required by Seller in the defense of the claim or action. Subject to the conditions and limitations set forth below, Seller shall pay such portion of the damages awarded against Buyer in such action as are allocable to the infringing Equipment or parts manufactured or sold by Seller, to the exclusion of any damages awarded for the use of such Equipment or part. In no event shall Seller's liability to Buyer exceed the purchase price of the infringing Equipment or part. If the Equipment or any part thereof manufactured or sold by Seller is held to be an infringement in such action, and the use thereof is enjoined or if, as a result of a claim or settlement, Seller deems the continued use thereof inadvisable, Seller may, at its sole option and expense, (a) procure for Buyer the right to continue using said Equipment or parts, (b) replace said Equipment or parts with non-infringing equipment or parts, (c) modify said Equipment or parts so that they are no longer infringing, or (d) refund the purchase price of the Equipment or parts less reasonable depreciation and remove the Equipment or parts from Buyer's place of business. The obligation of Seller set forth in this Section shall be null and void and Seller shall have no liability whatever to Buyer on account of any judgment, award or damages suffered by Buyer arising out of such claim or action, if (a) Buyer does not give immediate notice to Seller of such claim or action, (b) Buyer does not render all assistance reasonably required by Seller in the defense of such action or claim, (c) Buyer interferes with Seller's defense thereof, (d) the Equipment or any part thereof has been changed or altered, has been combined with equipment or parts not manufactured by Seller, or has not been used in accordance with Seller's specifications, or (e) the Equipment, or any part thereof, was manufactured by Seller in accordance with Buyer's designs, blueprints, samples, or specifications, in which case Buyer shall defend, indemnify and hold harmless Seller from any and all expenses (including reasonable counsel fees), injuries or loss arising out of any claims or actions related to the manufacture, use or sale thereof. **THE FOREGOING SETS FORTH THE SELLER'S ENTIRE LIABILITY FOR PATENT OR TRADEMARK INFRINGEMENT INVOLVING THE EQUIPMENT OR ANY PART THEREOF.** Nothing in the Proposal shall be deemed to grant any license or right to Buyer, express or implied, under any patents or patent application, design patent or trademark owned or controlled by Seller.

11. Specifications/Documents. The specifications and all other documents supplied pursuant to and in connection with the Proposal are the property of Seller and are being made available to Buyer on a non-exclusive basis as long as Buyer owns the Equipment. The specifications and documents shall not be used by Buyer in any manner for manufacture or for the purchase or other acquisition of similar equipment from any competitor of Seller nor will Buyer display, exhibit, or otherwise make available such specifications and documents to any competitor of Seller.

12. Confidentiality. Buyer acknowledges that Buyer, its employees, agents, and contractors may receive certain proprietary and confidential business or other information of Seller in connection with Buyer's purchase, installation or use of the Equipment. Buyer shall not disclose such information to any other party in any manner whatsoever, or use such information for any purpose other than in connection with Buyer's purchase, installation or use of the Equipment, without the prior written consent of Seller. Buyer shall take all reasonable precautions to protect the confidentiality of such information, which precautions shall in no event be less than the precautions taken to protect its own proprietary and confidential information.

13. Performance and Payment Bond. Notwithstanding any provisions in the Proposal, contract, the bond or any other document or representation to the contrary, the surety's liability hereunder shall be limited to those provisions of the contract relating to performance of construction and the liability of the surety shall not extend to claims of any kind or nature which in any way relate to any alleged design and/or engineering defect, inadequacy, or deficiency or any damages arising from any alleged design and, or engineering defects, inadequacy or deficiencies. Furthermore surety's liability hereunder shall be limited to the warranty against defective materials and workmanship as defined in the Contract, not to exceed one (1) year from Substantial Completion. Surety's liability shall not extend to any claims resulting from any special, or extended warranties.

14. Adjudication of Disputes and Governing Law. The parties agree that any controversy or claim between them shall be governed by and construed in accordance with the laws of the State of New Jersey and, unless an alternative jurisdiction is selected by Seller, shall be adjudicated exclusively in the State Courts of New Jersey. Buyer consents to the exclusive jurisdiction of the state courts of New Jersey. Service of process by certified or registered mail, return receipt requested, shall be sufficient to commence suit and Buyer waives any right to personal service of process. **THE PARTIES AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.** Provided, however, if Seller so directs, the controversy or claim shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in a location in New Jersey selected by Seller. Nothing contained herein shall prevent a party from applying to a court having jurisdiction for emergent equitable relief. In the event Seller prevails, Seller shall be entitled to recover reasonable counsel fees and costs.

15. Miscellaneous. The parties specifically exclude the provisions of the United Nations Convention On Contracts For the International Sale of Goods. Section headings are for convenience only and shall not be used to interpret or change the provisions of the Proposal. The Proposal shall be construed in accordance with its plain meaning and not against either party as the drafting party. The Proposal expressly limits acceptance to the terms and conditions in the Proposal and supercedes all other terms and conditions contained in any purchase order, sales order, proposal, acknowledgement or other document submitted by Buyer prior to, concurrently with, or pursuant to the Proposal. Any additional or different terms proposed by Buyer are expressly rejected unless specifically accepted by Seller in writing. The Proposal constitutes the complete and final agreement of the parties hereto and supercedes all prior or contemporaneous agreements, discussions and/or representations not expressly stated in the Proposal. No alterations, modifications, deletions, additions or changes in or to the Proposal, whether by Buyer's purchase order or otherwise, shall be binding unless embodied in writing signed by both parties. Buyer shall not assign the Proposal without Seller's prior written consent. Seller's failure at any time to insist upon strict performance of any term or condition of the Proposal shall not be construed as a waiver of any subsequent breach of any term or condition. Buyer shall not assert against any assignee of Seller of the Proposal any claim or defense that it may have against Seller. The invalidity or unenforceability of any provision of the Proposal shall not affect the other provisions hereof, and the Proposal shall be construed in all respects as if the invalid or unenforceable provision had been omitted. Seller shall not be liable for any costs, expenses or damages or be deemed to be in default of the Proposal as a result of any delay in performance including, but not limited to, a delay caused by any act of God, labor problem, war, fires, floods, accidents, act of a governmental entity, accident (whether valid or invalid), unavailability or delay in obtaining labor, parts, transportation or equipment or any cause beyond Seller's control. If there is any conflict between the printed Terms and Conditions and the typed portion of the Proposal, the typed portion shall control. Notices and consents required by the Proposal shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight courier with a copy, if possible, sent by facsimile. The Proposal shall, when signed by Buyer or otherwise adopted by Buyer, constitute Buyer's offer to buy the Equipment. The Proposal shall not constitute a binding agreement until accepted by an authorized officer of Seller at Seller's New Jersey office. Without limiting the generality of the foregoing, acceptance of a deposit or other payment from the Buyer shall not constitute acceptance by the Seller.

16. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage, accident, pandemics, war or civil disturbance or any other cause beyond such party's reasonable control. Seller will be allowed to terminate the contract in the event a Force Majeure event lasts longer than six (6) months. The time for equipment delivery specified herein shall be extended during the continuance of such conditions.



BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

July 3, 2024

City of North Port
8898 S. Tamiami Tr.
North Port, FL 34293

Doc. No.: LT24051
Reference: Sole Source Letter

To whom this may concern:

BioAir Solutions, LLC ("BioAir") has delivered multiple biological odor treatment systems ("Equipment") to City of North Port as of today. We hope you remain happy with the performance of your BioAir systems.

Certain components of the Equipment are engineered and fabricated by BioAir for use only in our systems. Many of said components are not interchangeable with similar parts found elsewhere in the marketplace, and BioAir is uniquely qualified to provide replacement parts for many system components. It is important that no BioAir-specific components are replaced with components not fabricated by BioAir.

For best system performance, BioAir requires the use of EcoGrow™ nutrients in the operation of the EcoFilter biotrickling filter system. The EcoGrow nutrients have been formulated and tested to incorporate the optimum blend of macro- and micronutrients to enhance the H₂S removal performance of the biotrickling filter system and encourage healthy and stable biomass. It is possible that other nutrients or commercially available "fertilizers" could result in different bacterial growth, media clogging, and/or inconsistent performance.

BioAir's Performance Guarantee and Equipment Warranties are based on the use of EcoGrow Nutrients in accordance with the Operation and Maintenance Manual. Use of other nutrients will void the Performance Guarantees and Equipment Warranties.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Shutt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kim Shutt
Contract Administrator
BioAir Solutions, LLC



BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
 P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com

July 23, 2024

Michael Drennan Jr.
 Villages Southwest WTP
 11820 Manasota Beach Rd
 Venice, FL 34293
 941-445-7049
mdrennan@northportfl.gov

Reference: SQ241078

Dear Michael

Below, please find pricing for the EcoGrow Nutrients

Line Item	Description	Quantity	Price
1	50lb Bucket of EcoGrow Nutrients	22	\$8,250.00
	Subtotal		\$8,250.00
	Discount	-10.00%	-\$825.00
	Estimated Shipping	-	\$1,233.40

Total Cost: \$8,658.40

- Shipping costs are estimated and will be billed based on actual cost.
- Prices are valid 90 days from the date of this proposal.
- BioAir Solutions, LLC's General Terms and Conditions of Sale, a copy of which is annexed hereto, is incorporated in this Quotation by reference and made part thereof.
- BioAir can accept payment by Credit Card or Invoice. A 3% transaction fee will apply to all Credit Card orders.

Thank you,

Rob Firestone
 Senior Service Engineer
 BioAir Solutions, LLC

Attachments: BioAir Solutions, LLC's General Terms and Conditions of Sale

BioAir Solutions, LLC's General Terms and Conditions of Sale

1. Definitions. "Proposal" means the proposal to which these General Terms and Conditions of Sale are attached, any specifications thereto, and the terms and conditions contained herein. "Seller" means BioAir Solutions, LLC, its subsidiaries and affiliates. "Buyer" means the person, firm, or corporation identified as the purchaser or customer in the Proposal. "Equipment" means all machinery, parts, accessories and attachments described in the Proposal. Any replacements, additions, improvements, alterations, spare parts, attachments or repairs provided by Seller shall be subject to these General Terms and Conditions of Sale. The sale or furnishing of any replacements, additions, attachments, accessories or repairs to the Equipment which are made or delivered subsequent to the sale of the Equipment shall not cause or create any extension of the guarantees or warranties made herein with respect to the Equipment nor shall they change the effective date on which the Equipment is delivered by Buyer. For purposes of the warranty provision contained herein, the phrase "components of the Equipment which have been manufactured by Seller" shall include only those components manufactured by Seller.

2. Price and Terms. The purchase price of the Equipment shall be as set forth in the Proposal. The purchase price, inclusive of all optional prices in the Proposal, is firm for a period of 90 days from the Proposal date. In the event the equipment delivery is later than 270 days from the Proposal date, Seller has the right to increase the purchase price by up to 3.5% per year depending on raw material price escalation. The purchase price shall not include, taxes, freight and/or handling charges unless these items are specifically listed and priced in the Proposal. Buyer shall pay or reimburse Seller for any sales, use, excise or other tax now or hereafter imposed by reason of the production, sale, transportation, delivery or installation of the Equipment. The purchase price is F.O.B. point of shipment unless otherwise stated in the Proposal. The purchase price shall be payable in United States currency on or before fourteen (14) days after the date of invoice unless otherwise specified in the proposal. Any invoices which are not paid within fourteen (14) days shall be subject to interest at the rate of 1.5% per month from the date of the invoice until the date on which such invoice is paid.

3. Delivery, Risk of Loss and Storage. The delivery date set forth in the Proposal is the Seller's best estimate when the Equipment will be delivered to the carrier and shall not be deemed to represent a fixed or guaranteed delivery date. Delivery shall be deemed to have been made when Seller places the Equipment in the possession of a carrier selected by Buyer (or selected by Seller with Buyer's approval) at which time Buyer shall bear the risk of loss for the Equipment. If Buyer is not prepared to accept delivery of the Equipment upon notice that it is ready for shipment, Seller may store it in a warehouse at Buyer's expense and risk, in the name of the Buyer or Seller. Such delivery to a warehouse shall constitute shipment and delivery of the Equipment to Buyer and the balance owed shall become immediately due and payable.

4. Insurance. Buyer shall be required to obtain and maintain an insurance policy in an amount equal to the unpaid balance of the purchase price, to cover all risks of loss and damage to the Equipment, which policy shall name Seller as an insured to the extent that its interest may appear. Buyer shall deliver a certificate from the insurance company certifying that such insurance is in effect and shall not be cancelled or revoked without fifteen (15) days prior written notice to Seller until the purchase price of the Equipment is paid in full.

5. Installation. The purchase price does not include installation unless installation is expressly specified in the proposal. If installation is included, (i) the Buyer shall be responsible for preparing the site and all other equipment for the installation of the Equipment prior to the Equipment's scheduled delivery date, and (ii) the Buyer shall pay Seller at the Seller's rates then in effect for any additional installation time caused by Buyer's failure to prepare the site or by any other delay at the installation site not within Seller's control.

6. Security Agreement. To secure payment of any obligation of Buyer to Seller (including, but not limited to, Seller's charges for service and parts), Buyer hereby grants Seller a security interest in the Equipment together with all parts, accessories, attachments, additions, accessions, substitutions, improvements and replacements thereto or thereof and all proceeds from insurance, sale or disposition.

7. Default and Remedies. The occurrence of any of the following shall constitute a default by Buyer: failure to make any payment when due; failure to comply with or perform any provision of the Proposal; false or misleading representations or warranties made or given by Buyer; assertion of any lien, levy or other judicial process against the Equipment or diminishment or impairment of Buyer's rights in or to the Equipment; voluntary or involuntary commencement of any proceeding under which Buyer is subjected to or seeks relief under any bankruptcy, insolvency or receivership proceeding; any act of Buyer which results in the substantial reduction in the value of the Equipment or imperils the prospect of full performance or satisfaction of Buyer's obligations hereunder; any modification to the Equipment without Seller's written consent; if Buyer sells, encumbers or otherwise disposes of

the Equipment while title thereto remains in Seller; or if Buyer is in default of any other obligation to Seller or any company affiliated with Seller. Upon any default by Buyer, and at the option of Seller, all sums payable under the Proposal and any other amount due Seller shall immediately become due and payable in full without notice or demand to Buyer and Seller shall have all the rights, remedies and privileges as are accorded to Seller by law including, without limitation, those pertaining to repossession, retention and sale of the Equipment and disposition of the proceeds. In addition, Seller may also enter, with or without legal process, into or upon the premises where the Equipment or any part thereof may be located and take possession of the Equipment, or render it unusable, or dispose of the Equipment (in such event Buyer agrees not to resist or interfere with Seller's actions); or require Buyer to make the Equipment available to Seller at a place reasonably designated by Seller to enable Seller to dispose of the Equipment. If Seller exercises its option to retake the Equipment, it may resell the Equipment at public or private sale. The proceeds of sale shall be applied as follows: first to reimburse Seller for the fees, costs and expenses incurred, including reasonable counsel fees; next to pay Seller the unpaid balance of the purchase price or any other amount due Seller; and the surplus, if any, shall be paid to Buyer. Buyer shall remain liable to Seller for any deficiency. Seller shall be entitled to recover reasonable attorneys' fees and all other fees, costs and expenses incurred by Seller if Buyer defaults or Seller is successful in defending a claim asserted by Buyer. If, in the judgment of Seller, Buyer's financial condition has changed, Seller shall have the right to cancel the Proposal unless Buyer provides such additional security as Seller may require or makes full payment of the balance of the price. Such cancellation shall be without prejudice to Seller's claim for damages.

8. Warranty. **THE WARRANTIES PROVIDED FOR IN THIS PROVISION AND THE OBLIGATIONS AND LIABILITIES OF SELLER SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF AND BUYER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER REMEDIES AND LIABILITIES.** The Buyer acknowledges and agrees that no other representations or warranties were made to or relied upon by Buyer.

A. Warranty For Components of Equipment Manufactured by Seller. Seller warrants that the components of the Equipment which have been manufactured by Seller shall, under normal use, be free of defects in material and workmanship for a period of one (1) year from the date the Equipment is delivered to Buyer or installed by Seller, if applicable, provided that, (i) Buyer, immediately upon discovery of the claimed defect, discontinues all use of the components, and (ii) the claim of defect with respect to the components is submitted to Seller in writing within the one (1) year warranty period and no later than ten (10) days after the discovery of the claimed defect. If Buyer claims, within the warranty period, that a defect exists, Seller reserves the right to demonstrate that there is no defect. If a defect exists, Seller's sole responsibility shall be to repair or replace any defect or, at its option, Seller may rescind the Proposal and, in such event, Seller's only obligation shall be to refund amounts previously paid by Buyer without interest.

B. Disclaimer For Parts or Units Not Manufactured by Seller. Seller shall not be liable to Buyer for any breach of warranty or breach of contract on account of any defect in the Equipment or failure of the Equipment to operate properly where the cause thereof is attributable to a defect in the work, labor, services or materials employed in parts or integral units of the Equipment which are not manufactured by Seller. Component parts or integral units of the Equipment not manufactured by Seller are sold only under such warranty as the manufacturer of such parts or units may give to Buyer. Seller shall assist Buyer in obtaining from the manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request), the repair or replacement of any component parts or integral units of the Equipment that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole responsibility of Seller with respect to component parts or integral units of the Equipment not manufactured by Seller.

C. Warranty Limitations. Seller shall not be liable under any warranty if Seller determines that the defect was caused by misuse, abuse, improper application, improper operation, improper maintenance, alteration, repair or modification, negligence in use, casualty, storage, handling or any other cause beyond the control of Seller. The remedies set forth herein shall be Buyer's sole and exclusive remedies for any breach of warranty. If any samples, technical literature, illustrations, catalogues or other documents have been shown to Buyer, they shall not give rise to any express or implied warranty except to the extent that such warranties are specifically set forth in writing in the Proposal.

9. Limitation of Liability, Safety and Indemnification. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR

CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICE, OR DOWNTIME COSTS. Buyer assumes all risks and liabilities for any loss, damage or injury to persons, property, or the environment arising out of, connected with or resulting from the use or subsequent sale of the Equipment, either alone or in combination with other products. Buyer expressly agrees that the remedies granted to it hereunder are Buyer's sole and exclusive remedies with respect to any claim of Buyer arising under the Proposal. During the life of the Equipment, Buyer agrees to provide to all Equipment users (including its own employees and independent contractors) all of Seller's safety information as contained in warnings, instructions, owner's manuals, safety features of the Equipment and to adequately train all users in the safe use and maintenance of the Equipment. Buyer agrees to defend, indemnify and hold Seller harmless from and against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) to the extent that they relate to or have been caused by Buyer's failure to comply with the provisions of the Proposal or Buyer's negligence.

10. Patents. If any claim is asserted or action commenced against Buyer based upon a claim that the Equipment or any part thereof manufactured or sold by Seller constitutes an infringement of any U.S. Letters Patent or Trademark, Buyer shall give immediate notice thereof to Seller. Seller shall have the exclusive right, at its own expense, to conduct any litigation and/or settlement negotiations with respect to such claim or action. However, Buyer shall render all reasonable assistance required by Seller in the defense of the claim or action. Subject to the conditions and limitations set forth below, Seller shall pay such portion of the damages awarded against Buyer in such action as are allocable to the infringing Equipment or parts manufactured or sold by Seller, to the exclusion of any damages awarded for the use of such Equipment or part. In no event shall Seller's liability to Buyer exceed the purchase price of the infringing Equipment or part. If the Equipment or any part thereof manufactured or sold by Seller is held to be an infringement in such action, and the use thereof is enjoined or if, as a result of a claim or settlement, Seller deems the continued use thereof inadvisable, Seller may, at its sole option and expense, (a) procure for Buyer the right to continue using said Equipment or parts, (b) replace said Equipment or parts with non-infringing equipment or parts, (c) modify said Equipment or parts so that they are no longer infringing, or (d) refund the purchase price of the Equipment or parts less reasonable depreciation and remove the Equipment or parts from Buyer's place of business. The obligation of Seller set forth in this Section shall be null and void and Seller shall have no liability whatever to Buyer on account of any judgment, award or damages suffered by Buyer arising out of such claim or action, if (a) Buyer does not give immediate notice to Seller of such claim or action, (b) Buyer does not render all assistance reasonably required by Seller in the defense of such action or claim, (c) Buyer interferes with Seller's defense thereof, (d) the Equipment or any part thereof has been changed or altered, has been combined with equipment or parts not manufactured by Seller, or has not been used in accordance with Seller's specifications, or (e) the Equipment, or any part thereof, was manufactured by Seller in accordance with Buyer's designs, blueprints, samples, or specifications, in which case Buyer shall defend, indemnify and hold harmless Seller from any and all expenses (including reasonable counsel fees), injuries or loss arising out of any claims or actions related to the manufacture, use or sale thereof. **THE FOREGOING SETS FORTH THE SELLER'S ENTIRE LIABILITY FOR PATENT OR TRADEMARK INFRINGEMENT INVOLVING THE EQUIPMENT OR ANY PART THEREOF.** Nothing in the Proposal shall be deemed to grant any license or right to Buyer, express or implied, under any patents or patent application, design patent or trademark owned or controlled by Seller.

11. Specifications/Documents. The specifications and all other documents supplied pursuant to and in connection with the Proposal are the property of Seller and are being made available to Buyer on a non-exclusive basis as long as Buyer owns the Equipment. The specifications and documents shall not be used by Buyer in any manner for manufacture or for the purchase or other acquisition of similar equipment from any competitor of Seller nor will Buyer display, exhibit, or otherwise make available such specifications and documents to any competitor of Seller.

12. Confidentiality. Buyer acknowledges that Buyer, its employees, agents, and contractors may receive certain proprietary and confidential business or other information of Seller in connection with Buyer's purchase, installation or use of the Equipment. Buyer shall not disclose such information to any other party in any manner whatsoever, or use such information for any purpose other than in connection with Buyer's purchase, installation or use of the Equipment, without the prior written consent of Seller. Buyer shall take all reasonable precautions to protect the confidentiality of such information, which precautions shall in no event be less than the precautions taken to protect its own proprietary and confidential information.

13. Performance and Payment Bond. Notwithstanding any provisions in the Proposal, contract, the bond or any other document or representation to the contrary, the surety's liability hereunder shall be limited to those provisions of the contract relating to performance of construction and the liability of the surety shall not extend to claims of any kind or nature which in any way relate to any alleged design and/or engineering defect, inadequacy, or deficiency or any damages arising from any alleged design and, or engineering defects, inadequacy or deficiencies. Furthermore surety's liability hereunder shall be limited to the warranty against defective materials and workmanship as defined in the Contract, not to exceed one (1) year from Substantial Completion. Surety's liability shall not extend to any claims resulting from any special, or extended warranties.

14. Adjudication of Disputes and Governing Law. The parties agree that any controversy or claim between them shall be governed by and construed in accordance with the laws of the State of New Jersey and, unless an alternative jurisdiction is selected by Seller, shall be adjudicated exclusively in the State Courts of New Jersey. Buyer consents to the exclusive jurisdiction of the state courts of New Jersey. Service of process by certified or registered mail, return receipt requested, shall be sufficient to commence suit and Buyer waives any right to personal service of process. **THE PARTIES AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.** Provided, however, if Seller so directs, the controversy or claim shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in a location in New Jersey selected by Seller. Nothing contained herein shall prevent a party from applying to a court having jurisdiction for emergent equitable relief. In the event Seller prevails, Seller shall be entitled to recover reasonable counsel fees and costs.

15. Miscellaneous. The parties specifically exclude the provisions of the United Nations Convention On Contracts For the International Sale of Goods. Section headings are for convenience only and shall not be used to interpret or change the provisions of the Proposal. The Proposal shall be construed in accordance with its plain meaning and not against either party as the drafting party. The Proposal expressly limits acceptance to the terms and conditions in the Proposal and supercedes all other terms and conditions contained in any purchase order, sales order, proposal, acknowledgement or other document submitted by Buyer prior to, concurrently with, or pursuant to the Proposal. Any additional or different terms proposed by Buyer are expressly rejected unless specifically accepted by Seller in writing. The Proposal constitutes the complete and final agreement of the parties hereto and supercedes all prior or contemporaneous agreements, discussions and/or representations not expressly stated in the Proposal. No alterations, modifications, deletions, additions or changes in or to the Proposal, whether by Buyer's purchase order or otherwise, shall be binding unless embodied in writing signed by both parties. Buyer shall not assign the Proposal without Seller's prior written consent. Seller's failure at any time to insist upon strict performance of any term or condition of the Proposal shall not be construed as a waiver of any subsequent breach of any term or condition. Buyer shall not assert against any assignee of Seller of the Proposal any claim or defense that it may have against Seller. The invalidity or unenforceability of any provision of the Proposal shall not affect the other provisions hereof, and the Proposal shall be construed in all respects as if the invalid or unenforceable provision had been omitted. Seller shall not be liable for any costs, expenses or damages or be deemed to be in default of the Proposal as a result of any delay in performance including, but not limited to, a delay caused by any act of God, labor problem, war, fires, floods, accidents, act of a governmental entity, accident (whether valid or invalid), unavailability or delay in obtaining labor, parts, transportation or equipment or any cause beyond Seller's control. If there is any conflict between the printed Terms and Conditions and the typed portion of the Proposal, the typed portion shall control. Notices and consents required by the Proposal shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight courier with a copy, if possible, sent by facsimile. The Proposal shall, when signed by Buyer or otherwise adopted by Buyer, constitute Buyer's offer to buy the Equipment. The Proposal shall not constitute a binding agreement until accepted by an authorized officer of Seller at Seller's New Jersey office. Without limiting the generality of the foregoing, acceptance of a deposit or other payment from the Buyer shall not constitute acceptance by the Seller.

16. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage, accident, pandemics, war or civil disturbance or any other cause beyond such party's reasonable control. Seller will be allowed to terminate the contract in the event a Force Majeure event lasts longer than six (6) months. The time for equipment delivery specified herein shall be extended during the continuance of such conditions.



CITY OF NORTH PORT

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

PAGE: 1
 P.O. NO.: 051072
 DATE: 10/07/24

** PURCHASE ORDER/SOLESOURCE **

TO: BIOAIR SOLUTIONS LLC
 110 KRESSON-GIBBSBORO RD
 SUITE 303
 VOORHEES, NJ 08043

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.						
7915						
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.			TERMS	
09/30/25	85-8013281465C-1				NET	
CONFIRM BY		CONFIRM TO			REQUISITIONED BY	
SOLE SOURCE SS24-31		BERNICE MOEN			KAREN NIX	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE	
		420-6061-533.52-05		57731	10/04/24	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST	
1	17316.80	\$\$	MACRO- AND MICRONUTRIENTS TO ENHANCE H2S REMOVAL	1.0000	17316.80	
			SUB-TOTAL		17316.80	
			TOTAL		17316.80	
			REMARKS:			
			E-VERIFY SYSTEM: CONTRACTOR MUST PROVIDE THE PURCHASING DIVISION A VENDOR'S CERTIFICATION OF COMPLIANCE STATING THE CONTRACTOR AND EACH SUBCONTRACTOR MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM OF THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEW EMPLOYEES AS REQUIRED BY SECTION 448.095, FLORIDA STATUTES.			
			*****THIS IS A BLANKET ORDER*****			
			*****NOT TO EXCEED AMOUNT SHOWN ABOVE*****			
			*****PURCHASES OF SINGLE ITEMS WITH A VALUE*****			
			*****OF \$5000.00 OR MORE AND NORMAL EXPECTED*****			
			*****LIFE OF 1 YEAR OR MORE ARE A CAPITAL*****			
			*****EXPENDITURE AND CANNOT BE PURCHASED*****			

AUTHORIZED BY _____

Mindy Owen
 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.



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.: 051072
 DATE: 10/07/24

** PURCHASE ORDER/SOLESOURCE **

TO: BIOAIR SOLUTIONS LLC
 110 KRESSON-GIBBSBORO RD
 SUITE 303
 VOORHEES, NJ 08043

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.							
7915							
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.			TERMS		
09/30/25	85-8013281465C-1				NET		
CONFIRM BY		CONFIRM TO			REQUISITIONED BY		
SOLE SOURCE SS24-31		BERNICE MOEN			KAREN NIX		
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		420-6061-533.52-05		57731	10/04/24		
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST		
			<p>*****ON THIS PURCHASE ORDER*****</p> <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 _____ *Bernice Moen* _____
 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.