

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. N/A – Bid Waiver / Sole Source

Clerk Tracking No. 15-00167

Project Name: Badger Meters for the Utilities Department

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 7th day of October 2015, by and between INNOVATIVE METERING SOLUTIONS, INCORPORATED whose address is 2501-A Merchant Avenue; Odessa, Florida 33556 ("Seller") and THE CITY OF NAPLES, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described in the **Description/Proposal** attached hereto and made a part of this Agreement as **Attachment A-1** subject to such terms as are set forth in the Description/Proposal and in this Agreement.

2. **Acceptance; Purchase.** Buyer shall accept the goods and pay an annual amount **that shall not exceed the Department's adopted budget** for the goods in accordance with the terms of this Agreement. The Utilities Department has budget appropriations of \$600,000 for Fiscal Year 2015-16.

3. **Identification of Goods.** Identification of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.

4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within 30 days after the goods are received by Buyer.

5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at **City of Naples, Utilities Department / Warehouse; 270 Riverside Circle; Naples, Florida 34102**. Delivery of the goods to Buyer shall occur on a business day and shall not occur **before 8:00a.m. or after 3:30p.m.**, on the delivery day.

6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.

7. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.

8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement or at time of delivery, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller of the goods.

9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty: Manufacturer's warranty will apply. **Seller shall provide all warranty documentation at time of delivery.**

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **Description/Proposal Documents.** The terms and conditions of the **Description/Proposal, Attachment A-1** which is attached hereto and made a part hereof shall be incorporated herein as a part of this Agreement.

14. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

To Buyer:

City of Naples

735 Eighth Street South; Naples, Florida 34102-3796

Attention: **A. William Moss**, City Manager

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

To Seller:

Innovative Metering Solutions, Incorporated

2501-A Merchant Avenue; Odessa, Florida 33556

Attention: **Steve Portlance**, President

FEI/EIN Number: On-File

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

16. **Effective Date.** This Agreement shall commence on **10/07/2015 and be valid through 09/30/2018** and shall have with mutual agreement of the Seller and Buyer an option for two (2) additional one-year (1) renewals. Renewal years four & five pricing will be reviewed by the Seller and Buyer to determine if a price increase is warranted and can be mutually agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

ATTEST:

Ashley Vittori

Ashley Vittori
Printed Name

SELLER:

Innovative Metering Solutions, Incorporated

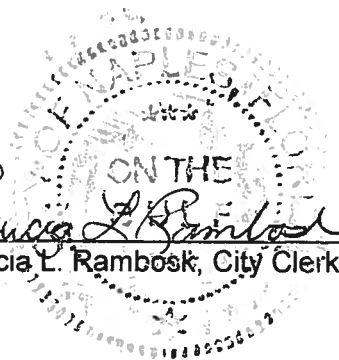
By: Steve PortLance
Authorized Representative

Steve PortLance
Printed Name

(Corporate Seal)

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk



BUYER:

City of Naples, Florida

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney



Innovative Metering Solutions, Inc.
 2501-A Merchant Ave.
 Odessa, FL 33556
 Phone 727.375.9701
 Fax 727.375.9703

Quotation

Date	Estimate No.
9/16/2015	01032-1015

Name/Address

City of Naples
 Attn: Bob Middleton - Utilities Director
 380 Riverside Circle
 Naples, FL 34102

Ship To

City of Naples Warehouse
 270 Riverside Circle
 Naples, FL 34102

Fax #	Phone #	Freight	Terms.
	239-213-7104	FOB Odessa, FL.	Net 30

Description	Qty	Price
BADGER METER PRODUCTS WITH LCD ENCODERS AND SE OR CELLULAR ORION NETWORK RADIOS		
DISPLACEMENT METERS		
M 25 5/8x3/4" with 3ft. wire		197.65
M 35 3/4x9" with 3ft. wire		224.95
M 55 1" with 3ft. wire		257.60
M 120 1.5" FNPT with 3ft. wire		381.55
M 170 2" FNPT with 3ft. wire		433.75
ORION SE OR CELLULAR NETWORK "LCD" REGISTERS AND RADIO ONLY (LESS METER)		
R25 5/8" with 3ft. wire		176.90
R 35 3/4" with 3ft. wire		176.90
R 55 1" with 3ft. wire		176.90
R 70 1" with 3ft. wire		176.90
R 120 1.5" with 3ft. wire		176.90
R 170 2" with 3ft. wire		176.90
TURBO METERS		
M T160 1 1/2" (2 bolt Oval flanges) w/ 3ft. wire		537.35
M T160 1 1/2" (2 bolt) w/ Internal strainer w/ 3ft. wire		794.90
M T200 2" (2 bolt Oval flanges) w/ 3ft. wire		572.10
M T200 2" (2 bolt) w/ internal strainer w/ 3ft. wire		854.40
M T450 3" w/ 3ft. wire		657.60
M T450 3" w/ internal strainer w/ 3ft. wire		985.75
M T1000 4" w/ 3ft. wire		921.95
M T1000 4" w/ internal strainer w/ 3ft. wire		1,327.80

Signature

Steve Portlance



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 Naples, FL 34102

Fax #	Phone #	Freight	Terms:
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Description	Qty	Price
M T2000 6" w/ 3ft. wire		1,558.55
M T3500 8" w/ 3ft. wire		1,817.20
ORION SE OR CELLULAR NETWORK "LCD" REGISTERS AND RADIO ONLY (LESS METER)		
RT 2" - RT 3" - RT 4" - RT 6" - RT 8" all w/ 3ft wire (Specify Size when ordering)		186.35
COMPOUND METERS		
M CS 2" (2 bolt Oval flanges) w/ 3ft. wire		1,617.10
M CS 3" w/ 3ft. wire		1,706.10
M CS 4" w/ 3ft. wire		2,023.40
M CS 6" w/ 3ft. wire		3,350.80
ORION SE OR CELLULAR NETWORK "LCD" REGISTERS ONLY		
RCS 2" - RCS 3" - RCS 4" - RCS 6" all w/ 3ft wire (Specify size when ordering)		364.15
FIRE SERVICE METERS		
M FSAA 4" x 2" w/ 3ft. wire		4,923.50
M FSAA 6" x 2" w/ 3ft. wire		6,554.30
M FSAA 8" x 2" w/ 3ft. wire		8,174.10
M FSAA 10" x 2" w/ 3ft. wire		11,413.35
ORION SE OR CELLULAR NETWORK "LCD" REGISTERS AND RADIO ONLY (LESS METER)		

Signature

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Description	Qty	Price
RFSAA 4" - RFSAA 6" - RFSAA 8" - RFSAA 10" all w/ 3ft wire		384.80
"RECLAIM" METERS		
3/4 X 9" RECLAIM disc w/ 3ft. wire		236.15
M 55 1" RECLAIM disc w/ 3ft. wire		271.90
M T160 RECLAIM 1.5" (2 bolt flanged) w/ internal strainer w/ 3ft. wire		803.55
M T200 RECLAIM 2" (2 bolt flanged) w/ 3ft. wire		576.45
M T200 RECLAIM 2" (2 bolt) w/ internal strainer w/ 3ft. wire		858.85
M T450 RECLAIM 3" w/ 3ft. wire		662.00
M T450 RECLAIM 3" w/ internal strainer w/ 3ft. wire		990.20
M T1000 RECLAIM 4" w/ 3ft. wire		926.20
MT 1000 RECLAIM 4" w/ internal strainer w/ 3ft. wire		1,332.10
M T2000 RECLAIM 6" w/ 3ft. wire		1,562.90
ORION "RECLAIM" SE OR CELLULAR NETWORK "LCD" REGISTER AND RADIO (LESS METER)		
R 35 3" "REC" w/ 3ft. wire		
R 55 1" "REC" w/ 3 ft. wire		181.10
R 70 1" "REC" w/ 3 ft. wire		181.10
RT "REC" 1 1/2" - RT "REC" 2" - RT "REC" 3" - RT "REC" 4" - RT "REC" 6" all w/ 3ft. wire		181.10
3" Fire Hydrant Meter, local read, with bronze connections		954.75
Bronze Plate Strainers 1 1/2" \$ 257.60		
2" \$ 301.25 3" \$ 364.80 4" \$ 457.60 6" \$ 716.80 8" \$ 1297.80		

Signature

Steve Portlance



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Fax #	Phone #	Freight	Terms:
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Description	Qty	Price
Badger M2000 4" Mag meter w/ remote mounted electronics, 25ft. cable, grounding rings, Orion ME/SE OR CELLULAR radio and inline surge protection		2,916.70
Badger M2000 6" Mag meter w/ remote mounted electronics 25ft cable, grounding rings, Orion ME/SE OR CELLULAR radio and inline surge protection		3,425.00
Badger M2000 8" Mag meter w/ remote mounted electronics, 25ft. cable, grounding rings, Orion ME/SE OR CELLULAR radio and inline surge protection		3,847.25
Note: Battery powered Mags below do not offer 4/20 output		
Badger M2000 4" Battery powered Mag meter w/ remote mounted electronics, 25ft. cable, grounding rings, Orion ME/SE OR CELLULAR radio		3,172.50
Badger M2000 6" Battery powered Mag meter w/ remote mounted electronics, 25ft cable, grounding rings, Orion ME/SE OR CELLULAR radio		3,632.55
Badger M2000 8" Battery powered Mag meter w/ remote mounted electronics, 25ft cable, grounding rings, Orion ME/SE OR CELLULAR radio		3,830.05
The balance of line may include additional items not specifically listed within this proposal at a rate of 10% off of published list price		

Signature

Steve Portlance

