

1 **BILL NO. S-23-06-07**

2
3 SPECIAL ORDINANCE NO. S-_____

4 AN ORDINANCE approving REPLACEMENT RAW
5 WASTEWATER PUMPS PROCUREMENT – WORK
6 ORDER NUMBER 77233 - (\$440,419.00) - between
7 XYLEM WATER SOLUTIONS USA, INC. and the City
8 of Fort Wayne, Indiana, as a Special Procurement
under I.C. 5-22-10 by and through its Department of
Purchasing.

9
10 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
11 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

12 **SECTION 1.** That the REPLACEMENT RAW WASTEWATER
13 PUMPS PROCUREMENT - WORK ORDER NUMBER 77233 - between XYLEM
14 WATER SOLUTIONS USA, INC. and the City of Fort Wayne, Indiana, as a Special
15 Procurement under I.C. 5-22-10 by and through its Department of Purchasing, is
16 hereby ratified, and affirmed and approved in all respects, respectfully for:

17
18 All labor, insurance, material, equipment, tools, power,
19 transportation, miscellaneous equipment, etc., necessary for
procurement of two raw wastewater pumps;

20 involving a total cost of FOUR HUNDRED FORTY THOUSAND FOUR HUNDRED
21 NINETEEN AND 00/100 DOLLARS - (\$440,419.00) all as more particularly set
22 forth in said REPLACEMENT RAW WASTEWATER PUMPS PROCUREMENT –
23 WORK ORDER NUMBER 77233 which is on file in the Office of the Department of
24 Purchasing, and is by reference incorporated herein, made a part hereof, and is
25 hereby in all things ratified, confirmed and approved.
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SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

Xylem Water Solutions USA, Inc.
Flygt Products

March 22, 2023

City of Fort Wayne, IN

Subject: Flygt Products

This letter is to confirm that

- B.L. Anderson Company, Inc. based out of Lafayette, IN is the only authorized engineering representative for Xylem Water Solutions USA Inc. – Flygt Products, for the City of Fort Wayne, IN.
- The Flygt branch in Indianapolis is the only authorized Aftermarket & Service representative for Xylem Water Solutions USA Inc. – Flygt Products, for the City of Fort Wayne, IN.

The content of this letter expires on 21st March 2024, at which time it may be renewed.

Thank you for your interest in Flygt Products and please do not hesitate to contact me if you have any questions.

Yours truly,

Mir Khan

Regional Sales Manager
Xylem - Flygt Products
9661 194th Street
Mokena, IL 60448
Tel: 312-414-9937
Mir.khan@xylem.com



**Xylem Water Solutions USA, Inc.
Flygt Products**

7615 West New York Street
Indianapolis, IN 46214
Tel 317/273-4470
Fax 317/273-4480

May 4, 2023

CITY OF FORT WAYNE
2601 DWENGER AVE
FORT WAYNE IN 46803-1413

Quote # 2023-IND-0153
Project Name: City of Fort Wayne
Job Name: 3531 Replacement

Attn: Chris Poehler

Xylem Water Solutions USA, Inc. is pleased to provide the following quote on a new Flygt pump to replace existing Flygt unit per S/N 3531.865-1131187 RWW#4. The below pump includes H.I. 11.6:2012 testing to the tolerance of 2B. The pump impeller will be provided with modified leading edge which is the same as the original.

FLYGT PUMP

Qty	Part Number	Description	Unit Price	Extended Price
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Qty	Part Number	Description	Unit Price	Extended Price
2	00353186500000	Flygt CT 3531, 63-1040, 685 mm Intended for dry vertical installation, T-stand not included Cast iron impeller w/modified leading edges Coating: Duasolid 50, Oxyrane ester Drive Unit: 865 10 pole, 325 hp, 460 V, Std motor Cooling jacket for direct media cooling Insulated support bearing Cables 940894 - 60FT 941987-2x60FT Cable Grip included Material Shaft: AISI 431 Stainless steel Supervision FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in lower bearing Pump memory	\$ 210,493.00	\$ 420,986.00

Total Price **\$ 420,986.00**

Freight Charge **\$ 19,433.00**

Total Price **\$ 440,419.00**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.



Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Schedule: Submittals are not applicable. Delivery lead time is 16 to 18 weeks after order acceptance based on current stock and released for production.

Terms of Payment: 100% N60 after invoice date.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for sixty (60) days.

Changes: This Quote is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.

Exclusions: This Quote includes only the items listed specified above.

Warranty: Standard warranty terms apply to the items in this quotation.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Callie Wrede

Callie Wrede
Sales Representative

Cell: 317-503-4187
Callie.Wrede@xylem.com





Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-IND-0153
Customer Name: CITY OF FORT WAYNE
Job Name: 3531 Replacement
Total Amount: \$ 420,986.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



CITY OF FORT WAYNE, INDIANA

Xylem

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☐

Name: _____

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes _____ No ✓

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)

Including contractual employment for services in the previous 3 years:

Yes _____ No ✓

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No ✓

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes _____ No ✓

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes ✓ No _____

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

PO# 2353080 \$9,833.10 3102 Pump Replacement

PO# 23531681 \$49,135.60 FAS Pump Repair

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No ✓

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same

elements as the offense of bid-rigging or bid-rotating

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

<u>Xylem</u> (Name of Vendor)	<u>7615 W New York Street Indianapolis, IN 46214</u> Address <u>(317) 953-8461</u> Telephone <u>Callie.wrede@xylem.com</u> E-Mail Address
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The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) <u>Callie Wrede</u>	Title <u>Account Manager</u>
Signature <u>Callie Wrede</u>	Date <u>5/08/23</u>

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Interoffice Memo

Date: May 10, 2023
To: Common Council Members
From: Brian Robinson, Chief Superintendent of Facilities
RE: Purchase of Replacement Raw Wastewater Pumps

Members of City Council:

This ordinance is to authorize the purchase of 2 raw wastewater pumps. These pumps are exact replacements for two out of the six installed in 2004. By purchasing two pumps this year we will receive 43K in savings.

If you have any questions, please let me know.

Brian Robinson
Chief Superintendent of Facilities
Fort Wayne City Utilities

Council Introduction Date: June 6th

CC: BOW
Justin Brugger
File