



SERVICES AND SOLUTIONS

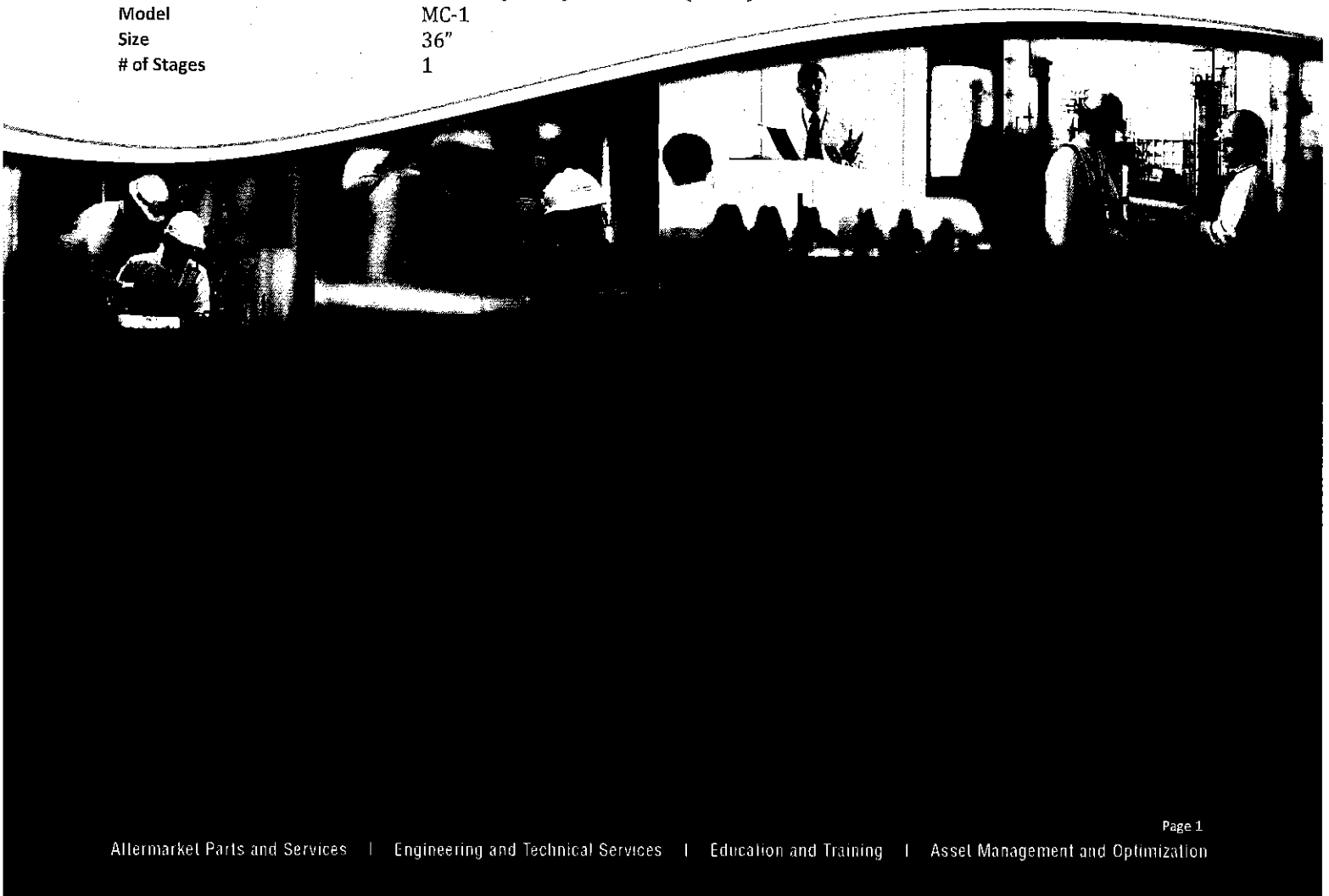
Jackson Pike WWTP 36MC-1 Pull-Out Assemblies Pump Tag #2 & #3 Upgrade Proposal

Customer Name City of Columbus
Site Name Jackson Pike Wastewater Treatment Plant
Site Location 2104 Jackson Pike, Columbus, Ohio 43223
Service Raw Sewage Pumps

Quote Number 2018Q0002967
Quote Date July 25, 2018
Quote Revision 01

Tag Number Pump #2 & 3
OEM Worthington
Serial Number 928637 (T-669) & 1544288 (T-668)
Model MC-1
Size 36"
of Stages 1

THE CITY OF
COLUMBUS ★





July 25, 2018

ATTN: James J. Brown, Inventory Control Manager, City of Columbus

Subject: Jackson Pike WWTP 36MC-1 Pull-Out Assembly Upgrade for Pump Tag #2 & #3

Quotation # 2018Q0002967

Flowserve is pleased to submit our proposal in response to the above referenced project. This proposal is described in the enclosed commercial and technical sections.

Flowserve is one of the world's leading providers of pumps and services for the global infrastructure and process industries. Over the years, Flowserve has transformed itself in both size and structure to meet the increasing needs of our customers. Armed with broad product lines and technical services, Flowserve is uniquely positioned to serve your life cycle pumping equipment needs. From inquiry to installation and start-up of the equipment, Flowserve's product and industry specialists can offer expert support during every step of the process.

We remain at your disposal to discuss any aspect of our offering. Please do not hesitate to contact us with any questions or if you require additional information. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Scott Caldwell".

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SECTION 1 – PROJECT DETAILS

Equipment Description

Equipment Type

Classification: 025 (Sewage or Waste Water Treatment)
 Tag Number: Pump #2 & #3
 OEM: Worthington
 Serial Number: 928637 (0908MT000669-2) & 1544288 (0908MT000668)
 Size / Model / Stages 36" / MC / 1

Conditions of Service

CONDITIONS OF SERVICE FOR PUMP TAG 2:									
	Tag	Old S/N	New S/N	Model	Capacity (gpm)	TDH (feet)	Pump Speed (rpm)	Motor HP	Impeller Rotation
Current*	2	928637	T-669	36MC-1	38,200	32	295	400	LH
Future	2	928637	T-669	36MC-1	38,200	32	295	400	LH

CONDITIONS OF SERVICE FOR PUMP TAG 3:									
	Tag	Old S/N	New S/N	Model	Capacity (gpm)	TDH (feet)	Pump Speed (rpm)	Motor HP	Impeller Rotation
Current*	3	1544288	T-668	36MC-1	41,600	32	360	400	LH
Future	3	1544288	T-668	36MC-1	41,600	32	360	400	LH

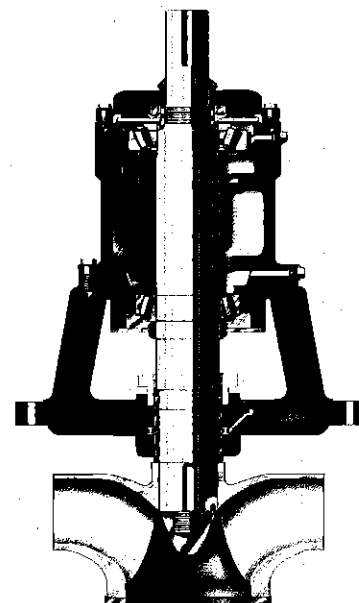
**The conditions of service above are what Flowserve understands to be current rating of the pump.*

Problem Statement

The City of Columbus has three (3) Worthington 36" MC-1 vertical volute pumps located at the Jackson Pike Wastewater Treatment Plant. The customer is requesting Flowserve modernize the subject pump pull-out assemblies (POA's) similar to Flowserve's upgraded design found on pump tag's #4 and #5, which are two 30MC-1 pumps that were upgraded in 2008, under serial numbers 0908MT000667-1/2. Furthermore, pump tag #1 is a model 36MC-1 that is currently being upgraded by Flowserve under Shop Order T-826.

Proposed Scope

Flowserve will propose a modernized 36" vertical volute pump Pull-Out Assembly (POA) that is capable of replacing the existing rotating element by being "dropped-into" the existing pump casing. The new POA will be a material and hydraulic duplicate to the existing unit with exception to modernized design modifications to the pump shaft and bearing housing. Furthermore, replacing all of the critical rotating elements, in addition to the bearing housing with OEM components, will further reduce future risk of failure in vital bearing housing components when compared to non-OEM repairs.





Proposed Replacement Parts

STATIONARY PARTS			
REF. NO.	QTY. / PUMP	PART DESCRIPTION	MATERIAL
19	1	THRUST BEARING COVER	CAST IRON/ ASTM A278 CL30
23	1	LINE BRG. COVER	STEEL/ ASTM A278, CL30
37	1	SUCT. HEAD WRG. RING	STN. STL. / ASTM A487 CA-40 (MIN. BHN OF 400)
59	1	BEARING FRAME	CAST IRON ASTM A-278 CL. 30
67	1	STUFFING BOX HEAD	CAST IRON ASTM A-278 CL. 30
85	1	ALEMITE GREASE FITTING	STEEL
159	1	GREASE RETAINER INBOARD	STEEL/ ASTM A-36
159A	1	GREASE RETAINER OUTBOARD	STEEL/ ASTM A-36
GA-1	1	GASKET	ANKORITE
GA-2	1	GASKET	ANKORITE
GA-3	1	GASKET	ANKORITE
GA-4	1	GASKET	ANKORITE
GP-1	1	GASKET	PAPER
GP-2	1	GASKET	PAPER
ROTATING PARTS			
REF. NO.	QTY. / PUMP	PART DESCRIPTION	MATERIAL
2	1	SHAFT WITH KEYS	STEEL/ ASTM A-578 GR. 1045 CARBON STEEL
6	1	THRUST BEARING COVER	CAST IRON ASTM A-48 CL. 30
8	1	LINE BEARING	STEEL TAPERED ROLLER
10	1	SHAFT SLEEVE	440A 13% CHROME STAINLESS STEEL
12	1	IMPELLER WRG. RING	STN. STL. / ASTM A-743 GR CA-40 (MAX BHN OF 325)
16	1	IMPELLER NUT	ASTM A487 GR CA15
22A	1	SEAL RING	NITRILE
22B	1	SEAL RING	NITRILE
24	1	BEARING LOCKNUT	STEEL
28	1	LOCKWASHER	STEEL
28A	1	BEARING WASHER	STEEL

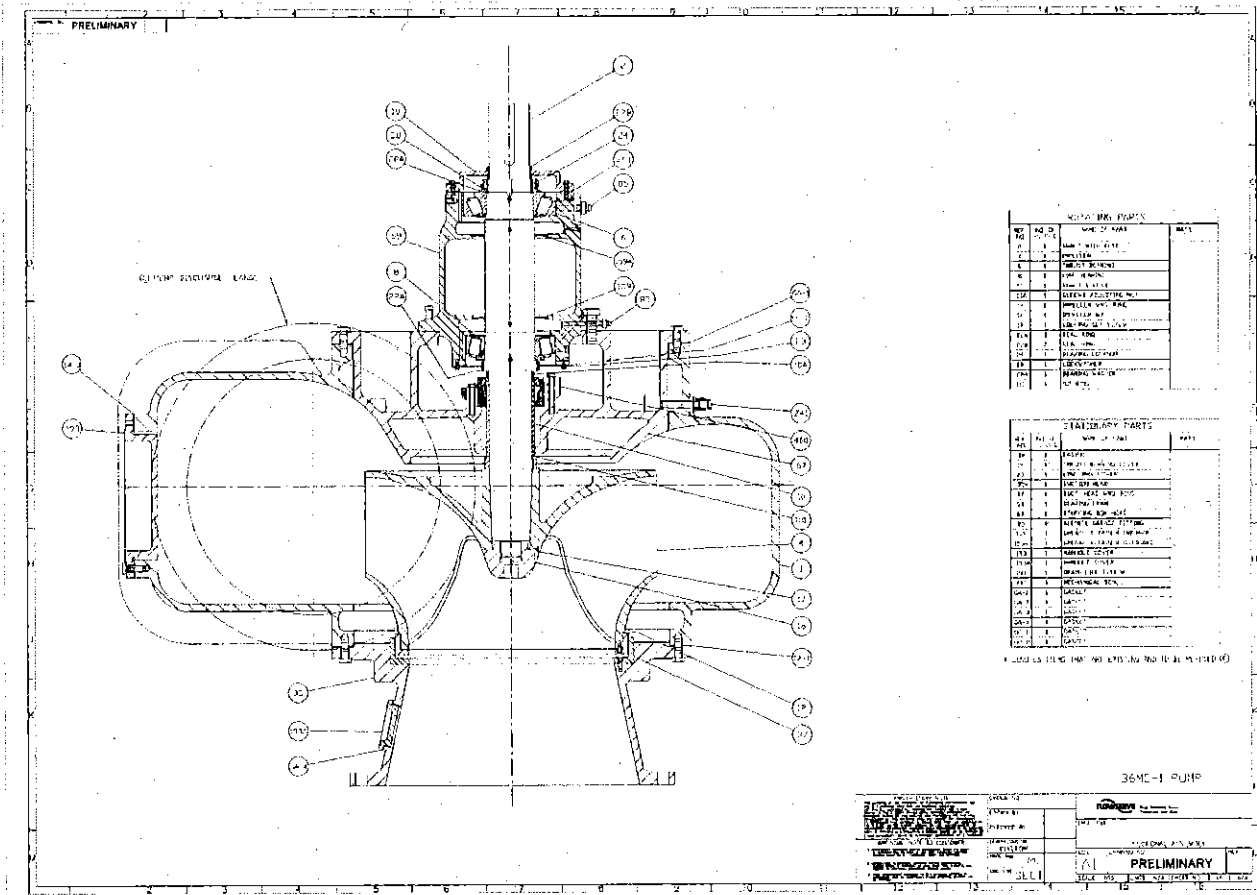
Proposed scope of supply features the following:

1. Assembly hardware to install the new drop-in assembly into the existing casing.
2. Flowserve standard submittal package inclusive of a revised pump general arrangement drawing, cross sectional with parts list and new pump IO&M manual.
3. Flowserve standard warranty on replacement parts.

The following items are not included.

1. Casing, suction head, sole plate, and pump feet.
2. Casing and suction head hand hole or man hole covers.
3. Spare parts.
4. Auxiliary piping.
5. Motors and VFD's.

Proposed Cross Sectional Drawing



THIS DOCUMENT AND ANY DESIGN, DEVELOPMENT, INVENTION OR COPYRIGHT WHICH IT MAY EMBODY OR REPRESENT ARE THE PROPERTY OF FLOWSERVE CORPORATION. THIS DOCUMENT MAY NOT BE REPRODUCED, NOR ANY SUBJECT MATTER SHOWN HEREIN BE MANUFACTURED, WITHOUT WRITTEN PERMISSION FROM AN AUTHORIZED AGENT OF FLOWSERVE CORPORATION.

SECTION 2 – TECHNICAL COMMENTS AND CLARIFICATIONS**Specification sections applicable to this proposal:**

1. None Applicable

NOTE: THIS PROPOSAL IS LIMITED TO THE SUPPLY OF EQUIPMENT FOR THE DETAILED SPECIFICATION(S) LISTED ABOVE. NO OTHER COMMERCIAL OR TECHNICAL SPECIFICATIONS, REFERENCED OR NOT, HAVE BEEN CONSIDERED IN THE PREPARATION OF THIS PROPOSAL, OR COSTING OF THIS EQUIPMENT.

Items Not Included:

- A. Off-loading at jobsite, installation or any labor for field alignments, adjustments, etc.
- B. Any labor for installation, field performance or operational testing or providing test instruments, including field vibration or noise testing analyses. The equipment manufacturer's representative may be present for additional supervisory support services only when purchased at the field service rates in effect at the time needed.
- C. Seal water, cooling water or drain accessories such as piping, flow indicators, pressure reducing valves, Y strainers, fittings or tubing.
- D. Motor reconditioning, MCCs, starters, instrumentation, motor temperature & vibration monitoring systems, or any cable, wiring, conduits, etc.
- E. Gauges, T cocks, Assembly Hardware, Anchor bolts or Anchor Bolt templates, Bearing temperature and vibration sensors.
- F. Field finish painting, touch-up paint supplies.
- G. Factory or field performance testing.
- H. Witnesses or Shop inspector's expense.
- I. Field services or labor of any kind.

Technical Comments:

1. It must be understood that the scope of supply detailed in this document are limited to the parts and services to complete the upgrade within the defined scope and parts list. Any additional repairs and/or parts found to be required will require customer approval prior to proceeding with anything (parts or labor) that would exceed the original scope of supply offered in this document. Also, it must be understood and anticipated that any additional parts or labor required will have an impact on price and lead-time.
2. Customer shall be responsible for removal and installation of the pull-out assembly.
3. Customer shall be responsible for installing the new casing and suction head wear rings. Drilling and tapping may be required.
4. The proposed pump components will be material duplicates to the existing Worthington shop order and will have equal or better characteristics, per the scope of supply offered herein. Flowserve standard paint is included in our pricing for the components being furnished. Please refer for pricing if special coatings are required. Coating of the suction head and casing is not included.
5. Start-up or field services of any kind are not included. Please refer for pricing if required. Available services may include installation certification, observation of field testing, startup and/or training at customer discretion and on customer call. Note that factory service personnel may not supervise or participate in the work in any way.
6. Quoted lead time is based on the receipt of a fully executable Purchase Order to be processed and booked as "hold" for submittal approval prior to release to manufacturing. Drawing approvals are required before release to manufacture. Quoted lead times will be extended by the number of weeks to obtain receipt of approval from customer.
7. As the O.E.M. for Worthington Pumps, Flowserve has all pattern drawings and details to manufacture these pump parts. Pump casing and suction head shall be free of any non-OEM modifications.
8. Customer shall be responsible for installing the pull-out assembly.
9. A submittal package inclusive of a revised pump general arrangement drawing, cross sectional drawing with parts list, and new pump IO&M. Please refer for pricing if additional documents are required
10. Pull-Out Assemblies will be assembled complete in our Taneytown, MD facility that is ISO:9001 certified. The suction head wearing ring will ship loose for installation by the customer.

**Net Pricing**

Qty.	Description	Net Price Each Included	Extended Net Price Included
1	Proposed 36MC-1 Pull-Out Assembly (less impeller) for Pump Tag #2	Included	Included
1	Chesterton 442-58 Split Mechanical Seal, SC/SC, FKM, 316ss w/ Glass-Filled PTFE – Split Bushing for Pump Tag #2	Included	Included
1	(2) Steel Universal Drive Shafts. (1) Steady Bearing, in addition to Driver and Pump Couplings for Pump Tag #2	Included	Included
1	Proposed 36MC-1 Pull-Out Assembly (less impeller) for Pump Tag #3	Included	Included
1	(2) Steel Universal Drive Shafts. (1) Steady Bearing, in addition to Driver and Pump Couplings for Pump Tag #3	Included	Included
1	Chesterton 442-58 Split Mechanical Seal, SC/SC, FKM, 316ss w/ Glass-Filled PTFE – Split Bushing for Pump Tag #3	Included	Included
Net Total:			\$447,906

Estimated Delivery

Submittals: 8 weeks after receipt of an acceptable purchase order.
Pull-Out Assembly Shipment: 26 weeks after submittal approval and full release to manufacturing.

SECTION 4 – COMMERCIAL DETAILS**General Comments & Clarifications****Validity**

Prices quotes are firm through quoted shipment and valid for six months from this date. Due to the currency exchange rates, we wish to emphasize the importance of our quoted bid validity.

Taxes and Duties

Unless noted pricing is exclusive of taxes, duties, inland freight in country, ocean, or air freight.

Delivery Terms

The pumps are offered FOB Destination (2104 Jackson Pike, Columbus, Ohio 43223), Prepaid & Allowed.
The title and risk of loss shall pass at the proposed Incoterms point of delivery unless negotiated otherwise in the order contract. Any claim for damage due to shipping and/or handling must be received in writing by Flowserve within 48 hours of receipt at the 'ship to' location.

Sourcing

Unless otherwise stated, Flowserve Corporation reserves the right to use worldwide sourcing for sub- components in order to provide the buyer with the most technically and commercially competitive products available.

Terms of Payments

All prices are Net 30 days from shipment and date of Seller's acceptable invoice.



In order to proceed with an Order, the following must be included in the Purchase Order:

- A Purchase Order number
- A Description of the Product being provided (quantity, pump type, and final scope)
- Final agreed to Price and Delivery (weeks or agreed to date)
- Agreed to Terms and Conditions (attach or reference FLS Standard Terms or agreed to terms)
- Payment Terms (if not included in the Terms and Conditions)
- Cancellation Policy (if not included in the Terms and Conditions)
- A release to engineer or manufacturer from the customer (i.e., authority to begin design, procurement, and production activities)
- Purchase order must be addressed to the Manufacturing Facility (see below address)

Purchase Order Address

Please address any purchase order developing out of this proposal to the following:

Flowserve US, Inc.
5310 Taneytown Pike
Taneytown, MD 21787, USA
ATTN: Scott Caldwell / Josh Bradley

Cancellation Charges

Buyer may cancel this Order only upon written notice and payment to Seller of reasonable and proper cancellation charges. Cancellation charges shall be paid net 30 days after submission of Flowserve's Corporation's invoice.

SECTION 4 - TERMS AND CONDITIONS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Responses must be entered and submitted electronically in the body of the RFQ. Some RFQs require pricing lists or additional documents to be attached to the RFQ response electronically. In rare instances documents require submission via regular mail delivery. Refer to the "Proposal Information" section of the specifications for instructions for submission. Any unauthorized conditions, limitations or provisions attached to the proposal may render the bid nonresponsive and result in its rejection.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each RFQ issued by the City shall state that the RFQ may be cancelled and that any RFQ response may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their RFQ response at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his response for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby. Seller shall be in default hereunder in the event of any voluntary or involuntary proceedings by or against Seller in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or a material breach by Seller of any of the terms or conditions of this Order, provided written notice of such material breach is given to Seller and Seller fails to commence to cure within (30) thirty days of written notice. If Seller is in default, Buyer may, in its sole discretion, elect to cancel this Order after the cure period has expired.

SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein. Seller's acknowledgement of Buyer's purchase order shall not constitute acceptance of any terms and conditions. Terms and conditions must be mutually agreed upon before the contract is binding.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful

performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Seller shall endeavor to deliver with due diligence all goods purchased under the Contract no later than the delivery date specified in the purchase order or as otherwise agreed in writing by the parties. As soon as practicable after Seller anticipates or experiences a delay in its performance hereunder, Seller shall give written notice to Buyer of the event and the details of the event giving rise to the delay. Seller shall have the duty to expeditiously propose a solution to mitigate or resolve any delay or the effects thereof. Seller shall receive no additional compensation as a result of such delay. In the event that a delay extends beyond thirty (30) days, Seller and Buyer shall be required to use good faith, reasonable efforts to negotiate a reasonable resolution, such as alternatively sourcing the Goods or plan to mitigate or resolve the effects of the delay that is mutually acceptable to both parties. If a mutually acceptable resolution cannot be reached, Buyer may cancel this Order upon thirty (30) days written notice to Seller. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the RFQ response will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Section 361.34

(INFORMATION FOR BIDDERS continued)

SECTION 4 - TERMS AND CONDITIONS

Chapter 362 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(5) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

SECTION 4 - TERMS AND CONDITIONS

IN THE EVENT OF A CONTRACT

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. Notwithstanding anything to the contrary, the remedies set forth herein are exclusive, and the total liability of the Seller with respect to this Contract, or any breach thereof, whether based on contract, warranty, tort (including negligence), indemnity, strict liability or otherwise, shall not exceed the Contract Price of the specific equipment or service which gives rise to the claim.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against lien encumbrances granted by seller in an agreement, and not resolved by Seller within 15 days after receipt of written notice thereof from the City, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods. Seller shall indemnify, defend and hold harmless Buyer against any Claim by a third party that the goods or services furnished by Seller under this Agreement, infringes any patent, trademark, or copyright, or misappropriates any trade secret. If any good or service, or any part thereof is held in fact to infringe and/or its use is enjoined, Seller shall, at its own expense and at Seller's election: (i) procure for Buyer an irrevocable, royalty-free license to continue using such good or service; (ii) replace same with substantially equivalent but non-infringing goods; or (iii) modify the goods so that it becomes non-infringing but meets the required specifications."
7. ~~Benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller, arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.~~
All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
8. **WARRANTY:** Subject to the limitations in Section 3 herein, Seller warrants that the Equipment shall be free from defects in material, workmanship, and title. If it appears within twelve (12) months from the initial Equipment startup or until eighteen (18) months after shipment, whichever occurs first, that the Equipment or any part thereof does not conform to this warranty, and Buyer so notifies Seller within a reasonable time after discovery, Seller shall thereupon promptly correct such nonconformity by repair or replacement EXW Seller's factory or service center. Seller's sole obligation and Buyer's sole remedy under this warranty is repair or replacement at Seller's election. Seller's warranty obligation for Services shall be the earlier of either ninety (90) days from the date

of initial startup or six (6) months after completion of the Service work. Seller shall not be responsible for any on-site costs, including removal and reinstallation of any warranted Equipment. Buyer agrees to provide Seller reasonable and clear access to its Equipment which may include removal of materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the Equipment being repaired or replaced. All Equipment repaired or replaced will be rewarranted only for the remainder of the original warranty period. THE EXPRESS WARRANTY SET FORTH HEREIN IS THE EXCLUSIVE WARRANTY OF SELLER, AND NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, SHALL APPLY. Seller is not responsible for repairs or alterations made by others without mutual written agreement between Seller and Buyer. Seller does not warrant the Equipment or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the Equipment in all material respects, and in accordance with Seller's written recommendations. Replacement parts or repairs furnished under this warranty shall be subject to the warranty provisions herein for the remaining original warranty period.

9. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.
10. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries or death to persons or damage to property caused by the negligence of the Contractor, its officers, employees, agents, or Subcontractors.
11. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
12. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

LOCAL CREDIT

Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

ENVIRONMENTALLY PREFERABLE PURCHASING

In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror and that the environmentally preferable bid or offer does not exceed by more than 6% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder. Where the bidder or offeror is local, the applicable credit for a local bidder or offeror shall be calculated first.

CERTIFICATE OF TITLE

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title must be delivered to:

Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment

SECTION 4 - TERMS AND CONDITIONS

for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

TEA-Flowserve
2-6-18

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

3. (Continued) Notwithstanding anything to the contrary, in no event, whether arising before or after completion of its obligations under the Contract, shall Seller be liable for indirect, consequential, special, incidental, punitive or penal damages of any kind (including but not limited to loss of use, revenue or profits, inventory or use charges, cost of capital, or claims of customers) incurred by Buyer or any third party."