

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A “SOLE SOURCE” PURCHASE PURSUANT TO THE CITY’S PURCHASING POLICIES AND PROCEDURES AND APPROVING THE PURCHASE OF VARIOUS AIRVAC VACUUM SYSTEM COMPONENTS (NOW THE AQSEPTANCE GROUP), IN AN AMOUNT NOT TO EXCEED \$63,376.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 2015-04, the City adopted purchasing policies and procedures (the “Purchasing Policies and Procedures”) after determining that it was fiscally prudent and in the City’s best interest to adopt policies and procedures for City employees and officials regarding the acquisition and purchase of contractual services, equipment, goods, and other similar types of services; and

WHEREAS, the Purchasing Policies and Procedures allow the City Council to enter into contracts for materials, supplies, equipment, public improvements or services without competitive bidding by utilizing existing contract terms and prices entered into by other local, state or federal governmental authorities that followed a competitive bidding procedure leading to the award of the contract in question; and

WHEREAS, the City desires to take advantage of the Sole Source purchasing procedure, to purchase various Airvac (now the Aqseptance Group) vacuum system components in an amount not to exceed \$63,376.00, which may be submitted for reimbursement from the FDEP Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City for the purchase of various Airvac vacuum system components in an amount not to exceed \$63,376.00

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF MARCH, 2018.

THE CITY OF MARATHON, FLORIDA



Mayor Michelle Coldiron

AYES: Bartus, Cook, Senmartin, Zieg, Coldiron
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



David Migut, City Attorney

EXHIBIT A



**Aqseptence
Group**

October 19, 2016

City of Marathon – City Hall
9805 Overseas Highway
Marathon, FL 33050

Ref: Sole Source

Amanda Riley

AIRVAC®

**Vacuum Sewerage and
Recovery Systems**

Aqseptence Group, Inc.
4217 N Old U S 31 Rochester,
IN 46975

Phone +1 574 223 3980
airvac.water@aqseptence.com
www.airvac.com

This letter acknowledges that the AIRVAC brand products are of a sole source nature and can only be purchased through Aqseptence Group, Inc.

When products are sold that are not of a proprietary nature Aqseptence Group Inc. will advise the City of Marathon. Items sold for the vacuum station are generally not proprietary in nature.

Aqseptence Group Inc. doesn't publish a public price list. The pricing given to the "City of Marathon" is comparable with pricing given to any other vacuum sewer owner that has AIRVAC brand products. The pricing given is the price in effect at the time a quote is issued.

Any purchase order issued will need to be directed to Aqseptence Group, Inc. at our home office in Rochester, IN., P.O. Box 528, 46975.

Please contact our Service Department when placing your order. Jon Hartsock ext. 3881, Becky Murphy ext. 3904 or Jennifer Smith ext. 3870. 574-223-3980 or fax 574-223-5566

Our standard payment terms and conditions form part of this offer.

As a matter of importance, the AIRVAC brand design uses a unique two-phase, plugless vacuum sewerage transport system and certain of its components are protected by various United States patents. Obviously, the patented system and components may not be used or sold without authorization by Aqseptence Group Inc. Purchase of an equipment package from Aqseptence Group Inc. and use according to the AIRVAC brand specifications is an authorized use.

If you have any questions regarding the sole source issue, please feel free to call our office.

Sincerely,

Aqseptence Group, Inc.

Ron White
Inside Sales Manager
RW

cc: Clint Hawn, Dave Elias, Service Department, Julie Kotterman

Aqseptence Group, Inc.
 4217 N. Old US Highway 31
 Rochester, IN 46975
 Tel# 574.223.3980



Sold-to address
 City of Marathon, Florida
 9805 Overseas Highway
 Marathon FL 33050

Ship-to address
 City of Marathon, FL
 140 Sombrero Beach Road
 Marathon FL 33050

Quotation

Number/Date 20049002 / 02/15/2018
Reference no./Date
Sold-To 10000670
Validity period 02/15/2018 to 03/15/2018
Sales person name South Florida
Entered by Becky Murphy

We deliver according to the following conditions:
 Currency USD
 Terms of payment: Within 30 days without deduction
 Terms of delivery: CIP Marathon, FL

US05MAR06P03
 *freight not in quote, to be added when invoiced

THIS IS NOT A BILL

Item	Material Description	Qty	UoM	Price	Value
000010	VP3030WTA 1PC PIT PACK, 5'	6.000	EA	1,409.00 USD	8,454.00
000020	VP3030WTB VALVE/BREATHER FOR 1PC 5' PIT	12.000	EA	1,529.00 USD	18,348.00
000030	VP4830WTA 1 PC PIT PACK, 6.5'	6.000	EA	1,734.00 USD	10,404.00
000040	VP4830WTB VALVE/BREATHER - 1PC 6.5' PIT	12.000	EA	1,529.00 USD	18,348.00
000050	GROM6B GROMMET, 6" WITH .55 GAP	36.000	EA	20.00 USD	720.00
000060	AT1000-1 6" AIR TERM, SANDSTONE, W/DOOR	1.000	EA	230.00 USD	230.00
000070	CICFRAME-US CAST IRON COVER (FRAME ONLY)	20.000	EA	125.00 USD	2,500.00
000080	CICLID-SEAL-US CAST IRON LID W/SEAL	20.000	EA	152.00 USD	3,040.00
000090	VPFLEXHOSE 3"VALVE PIT FLEX HOSE	12.000	EA	102.00 USD	1,224.00
000100	PVC3CAP 3" SCH 40 PVC-DWV PLASTIC CAP	12.000	EA	9.00 USD	108.00

Items total			63,376.00
Tax Jur Code Level 1	0.000	63,376.00	0.00
Final amount			63,376.00

THIS IS NOT A BILL

Agseptence Group, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Agseptence Group, Inc. as designated (hereinafter Agseptence Group) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Agseptence Group's terms and conditions published at : www.agseptence.com (follow the link to Johnson Screens product page, The Terms and Conditions are located on the bottom right of the landing page) and/or that are forwarded with the order request (hereinafter Terms). These Terms shall control and govern all transactions between buyer and Agseptence Group, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Agseptence Group shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations or proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Agseptence Group expressly agrees, in writing, to such additional or different terms.