

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2017-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING A "SOLE SOURCE" AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND AQSEPTENCE GROUP (AIRVAC), TO FURNISH AN UPGRADED VACUUM STATION CONTROL PANEL FOR WWTP #5 (LITTLE VENICE) AND FURNISH TWO (2) SPARE VACUUM PUMPS; RA1000 AND RCO630; APPROVING CONTRACT IN AN AMOUNT NOT TO EXCEED \$198,180.33; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Ordinance 2014-15, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

**WHEREAS**, in accordance with Section 2-184(F), the City may waive competitive bidding procedures for supplies, equipment or services available from a sole source; (a "Sole Source Supplier"); and

**WHEREAS**, the City requires expedited delivery of equipment; and

**WHEREAS**, Aqseptence Group, formerly AIRVAC is the Sole Source Supplier of the City of Marathons, Wastewater Collection Systems equipment and is duly qualified to provide the services sought by the City; and

**WHEREAS**, the City desires to engage Aqseptence Group ("Sole Source Supplier") to provide for such equipment and services to the City of Marathon and Sole Source Supplier desires to provide such equipment and services to the City for the upgrades and spare equipment necessary for the wastewater collection system.

**WHEREAS**, the City desires to engage Sole Source Supplier to provide the equipment attached as "Exhibit A."

**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 are incorporated herein.

**Section 2.** The City Council hereby waives the City's Purchasing Policies and Procedures and approves a "Sole Source Supplier" Agreement between the City of Marathon, Florida and Aqseptence Group, to furnish an Upgraded Vacuum Control Panel for WWTP#5 (Little Venice) and furnish two (2) Spare vacuum pumps one RA1000 and one RC0630 in an amount not to exceed \$198,180.33 as shown on EXHIBIT "A", attached.

**Section 3.** The City Manager is authorized to execute the Agreement with Layne Heavy Civil, Inc. and expend budgeted funds on behalf of the City.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 28<sup>TH</sup> DAY OF FEBRUARY, 2017.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Dr. Daniel Zieg, Mayor**

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

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

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

  
\_\_\_\_\_  
David Migut, City Attorney



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

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

Repeat printout

**Quotation**

**Number/Date** 20019037 / 12/10/2015  
**Reference no./Date**  
**Sold-To** 10000670  
**Validity period** 12/10/2015 to 03/13/2017  
**Sales person name** South East  
**Entered by** Becky Murphy

**We deliver according to the following conditions:**  
**Currency** USD  
**Terms of payment:** Within 30 days without deduction  
**Terms of delivery:** EXW Rochester, IN

US05LIT01P01

| Item                        | Material Description   | Qty          | UoM | Price            | Value            |
|-----------------------------|--|--------------|-----|------------------|------------------|
| 000010                      | NS-ELECTRIC PNL<br>ELECTRICAL PANEL, PARTS<br>Complete new control panel for Little Venice. Includes VFD starting, 15" touch screen, Allen Bradley PLC control, and freight. | 1.000        | EA  | 72,904.63 USD    | 72,904.63        |
| 000020                      | NS-SERVICE CONT<br>SERVICE DEPARTMENT<br>2 day trip fee for assistance with panel integration. Each additional day \$720.00.   | 1.000        | EA  | 3,140.00 USD     | 3,140.00         |
| <b>Items total</b>          |  |              |     |                  | <b>76,044.63</b> |
| <b>Tax Jur Code Level 1</b> |  | <b>0.000</b> |     | <b>76,044.63</b> | <b>0.00</b>      |
| <b>Final amount</b>         |  |              |     |                  | <b>76,044.63</b> |

Aqseptence Group, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Aqseptence Group, Inc. as designated (hereinafter Aqseptence Group) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Aqseptence Group's terms and conditions published at : www.aqseptence.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 Aqseptence 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 Aqseptence 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 Aqseptence Group expressly agrees, in writing, to such additional or different terms.

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

**Ship-to address**  
 City of Marathon, FL  
 100 Ave I  
 Marathon FL 33050

Repeat printout

**Quotation**

**Number/Date** 20034791 / 02/15/2017  
**Reference no./Date**  
**Sold-To** 10000670  
**Validity period** 02/15/2017 to 03/15/2017  
**Sales person name** South East  
**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

US05MAR06P04  
 \*freight not in quote, to be added when invoiced

| Item                        | Material Description  | Qty   | UoM          | Price            | Value            |
|-----------------------------|---|-------|--------------|------------------|------------------|
| 000010                      | NS-VAC PMP ACCS<br>VACUUM PUMPS & ACCESSORIES<br>1111.918.734<br>RA1000.B426.11XX, pump, 40 HP      | 1.000 | EA           | 41,710.50 USD    | 41,710.50        |
| 000020                      | NS-VAC PMP ACCS<br>VACUUM PUMPS & ACCESSORIES<br>1111.519.699<br>RA1000.B426.XXXX, pump, less motor | 1.000 | EA           | 37,185.50 USD    | 37,185.50        |
| <b>Items total</b>          |   |       |              |                  | <b>78,896.00</b> |
| <b>Tax Jur Code Level 1</b> |   |       | <b>0.000</b> | <b>78,896.00</b> | <b>0.00</b>      |
| <b>Final amount</b>         |   |       |              |                  | <b>78,896.00</b> |

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**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** 20034356 / 02/03/2017  
**Reference no./Date**  
**Sold-To** 10000670  
**Validity period** 02/03/2017 to 03/03/2017  
**Sales person name** South East  
**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

| Item                        | Material Description   | Qty          | UoM | Price            | Value            |
|-----------------------------|--|--------------|-----|------------------|------------------|
| 000010                      | P14000<br>VACPUMP RC0630.B4Z6.1016   | 1.000        | EA  | 22,676.00 USD    | 22,676.00        |
| 000020                      | NS-VAC PMP ACCS<br>VACUUM PUMPS & ACCESSORIES<br>RCO630 vacuum pump less motor (AIRVAC Spec) | 1.000        | EA  | 20,563.70 USD    | 20,563.70        |
| <b>Items total</b>          |  |              |     |                  | <b>43,239.70</b> |
| <b>Tax Jur Code Level 1</b> |  | <b>0.000</b> |     | <b>43,239.70</b> | <b>0.00</b>      |
| <b>Final amount</b>         |  |              |     |                  | <b>43,239.70</b> |

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