

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-24**

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 NEW, SPARE YEOMANS DISCHARGE PUMPS AND ACCESSORIES FOR WWTP'S #3, 4, 5, 5 REMOTE AND 6; APPROVING CONTRACT IN AN AMOUNT NOT TO EXCEED \$80,338.38; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND APPROPRIATE 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, Aqseptence Group, formerly AIRVAC is a Sole Source Supplier of the equipment and parts needed for City's Wastewater Collection Systems equipment; and

WHEREAS, the City desires to engage Aqseptence Group ("Sole Source Supplier") to provide for such equipment and services as attached on "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 and Aqseptence Group, in an amount not to exceed \$80,338.38 as attached on EXHIBIT "A".

Section 3. The City Manager is authorized to execute the Agreement 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 4TH DAY OF APRIL, 2017.**

THE CITY OF MARATHON, FLORIDA



Dr. Daniel Zieg, Mayor

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

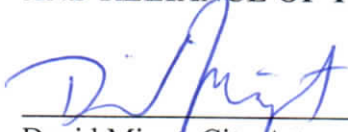
ATTEST:



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
 10685 Overseas Highway
 Marathon FL 33050

Quotation

Number/Date 20036114 / 03/16/2017
 Reference no./Date
 Sold-To 10000670
 Validity period 03/16/2017 to 04/16/2017
 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	NS-DSCH PMP ACC DISCHARGE PUMPS & ACCESSORIES *replacement of SO# 9812085B Yeomans 9235 model 4103LC Duty point 394 GPM@52' TDH, 1750 RPM, 15 HP, 460V/3/60HZ, 8.25" impeller trim, 420SS impeller wear ring and suction wear ring, 4"X 6" suction elbow increaser, 75 ft cable *8 week lead time Area 6	1.000	EA	13,699.14 USD	13,699.14
000020	NS-DSCH PMP ACC DISCHARGE PUMPS & ACCESSORIES *replacement of SO# 9812783B Yeomans 9235 model 4123 Duty point 615 GPM@115'TDH, 1760 RPM, 40 HP, 460/3/60 420SS impeller wear ring, 420SS suction wear ring suction elbow 6"X4", 11.38" impeller trim, 50' cable *8 week lead time Area 5	1.000	EA	17,057.17 USD	17,057.17

Item	Material Description	Qty	UoM	Price	Value
000030	NS-DSCH PMP ACC DISCHARGE PUMPS & ACCESSORIES *replacement of SO# 9811818B Yeomans 9235 model 4123C Duty point 809 GPM@46' TDH, 1160 RPM, 460/3/60, 20 HP 420SS impeller wear ring and suction wear ring 6"X4"suction elbow, 12" impeller diameter, 75' cable *8 week lead time Area 4	1.000	EA	16,567.07 USD	16,567.07
000040	NS-DSCH PMP ACC DISCHARGE PUMPS & ACCESSORIES *Replacement of SO# 9812873B Yeomans 9235 model 4123 Duty point 650 gpm@49' TDH, 20 HP 1158 RPM, 460/3/60, 420SS impeller wear ring and suction wear ring 11.81" impeller diameter, 75' cable *8 week lead time Area 3	1.000	EA	15,958.67 USD	15,958.67
000050	NS-DSCH PMP ACC DISCHARGE PUMPS & ACCESSORIES *replacement of SO#9808313B Yeomans 9235 model 4123C Duty point 225 gpm@52' TDH, bronze impeller, 11.25" impeller trim 420SS casing wear ring and impeller wear ring 15 HP, 1160 RPM, 460/3/60HZ, 50' cable *8 week lead time Little Venice	1.000	EA	17,056.33 USD	17,056.33
Items total					80,338.38
Tax Jur Code Level 1					0.00
Final amount					80,338.38

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, 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.



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