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**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-20**

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 ONE AIRVAC VACUUM PUMP (NOW THE AQSEPTANCE GROUP), IN AN AMOUNT NOT TO EXCEED \$64,852.90; 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 pumps in an amount not to exceed \$64,852.90, which will be submitted for reimbursement from the ACOE 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 Airvac vacuum pumps in an amount not to exceed \$64,852.90

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 FEBRUARY, 2024.

THE CITY OF MARATHON, FLORIDA



Mayor Robyn Still

AYES: Gonzalez, Matlock, Smith, Landry, Still
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:



Steve Williams, City Attorney

Airvac, Inc.
 4217 N. Old US Highway 31
 Rochester, IN 46975
 Tel# 574.223.3980
 Tax ID#:35-2749561



Airvac

Sold-to address

City of Marathon, Florida
 9805 Overseas Highway
 Marathon FL 33050

Ship-to address

City of Marathon
 10335 Overseas Hwy.
 Marathon FL 33050

Quotation	
Number/Date	20129814 / 01/12/2024
Reference no./Date	
Sold-To	10000670
Validity period	01/12/2024 to 02/12/2024
Sales person name	Southeast
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

THIS IS NOT A BILL

US13MAR06P03

*freight not in quote, to be added when invoiced

Estimated 20-24 week lead time

Item	Material Description	Qty	UoM	Price	Value
000010	970000007 BUSCH MINK MV1202 VERTICAL VERTICAL MINK PUMP 677 CFM AIRVAC PUMP SPEC	1.000	EA	64,852.90 USD	64,852.90
Items total					64,852.90
Tax Jur Code Level 1		0.000	%	64,852.90	0.00
Final amount					64,852.90

Airvac, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Airvac, Inc. as designated hereinafter Airvac) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Airvac's terms and conditions published at: www.airvac.com/terms-and-conditions and/or that are forwarded with the order request (hereinafter Terms). These Terms shall control and govern all transactions between Buyer and Airvac, 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 Airvac 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 Airvac expressly agrees, in writing, to such additional or different terms.