

RESOLUTION No. R-2020-18

A RESOLUTION AUTHORIZING THE MAYOR AND/OR THE CITY CLERK OF THE CITY OF WARD TO ENTER INTO A CONTRACT TO PURCHASE ONE REPLACEMENT PUMP FOR THE VACUUM STATION; WAIVING BIDDING REQUIREMENTS, AND FOR OTHER PURPOSES.

WHEREAS, A.C.A. 14-235-203, states that "every municipality in the State of Arkansas is authorized and empowered to own, acquire, construct, equip, operate, and maintain, within or without the corporate limits of the city or town, a sewage collection system or a sewage treatment plant, intercepting sewers, outfall sewers, force mains, pumping stations, ejector stations, and all other appurtenances necessary or useful and convenient for the collection and treatment, purification, and disposal in a sanitary manner of the liquid and solid waste, sewage, night soil, and industrial waste of the municipality"; and,

WHEREAS, from time to time, it becomes necessary to replace and/or add pumps and other appurtenances to maintain an effective wastewater collection system; and,

WHEREAS, the City of Ward Wastewater System needs to purchase one model P14000 Vacuum Pump for the Vacuum Station. See attached quote; and,

WHEREAS, Aqseptence Group is the sole-source supplier for this type of pump for the Airvac Vacuum System. Purchasing from another source would require unforeseen modification to the Vacuum Station and could significantly increase the cost of the overall replacement.

NOW, THEREFORE, IT IS RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WARD hereby declares

SECTION 1: Aqseptence Group is the sole-source for the type of pump needed and therefore the need for any additional quotes is hereby waived

SECTION 2: The Mayor and/or the City Clerk may enter into a contract with **Aqseptence Group** of Rochester, Indiana to purchase one (1) Busch brand vacuum pump for the city's Vacuum Station.

SECTION 3: The bid by said Contractor is hereby accepted in the amount of **\$27,621.38** plus shipping for a total cost not to exceed **\$30,000.00**.

Said resolution has been properly introduced and the vote was:

PASSED: YEAS 5 NAYS 0

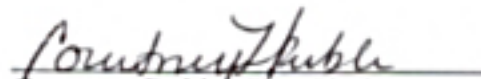
DATE: July 9th, 2020

APPROVED:



Charles Gastineau, Mayor

ATTEST:



Courtney Rubly, City Clerk



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



**Aqseptence
 Group**

Sold-to address

Ward City Hall
 PO Box 334
 Ward AR 72176

Ship-to address

Ward City Hall
 405 Hickory Street
 Ward AR 72176

Quotation

Number/Date 20082939 / 06/25/2020
 Reference no./Date
 Sold-To 10001168
 Validity period 06/25/2020 to 07/25/2020
 Sales person name Southern
 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 Ward, AR

THIS IS NOT A BILL

US05WAR01P01
 *freight to be added

Item	Material Description	Qty	UoM	Price	Value
000010	P14000 VACPUMP RC0630.C4Z6.11XX BUSCH	1.000	EA	25,225.00 USD	25,225.00
Items total					25,225.00
Tax Jur Code Level 1		6.500	%	25,225.00	1,639.63
Tax Jur Code Level 2		1.000	%	25,225.00	252.25
Tax Jur Code Level 3		2.000	%	25,225.00	504.50
Final amount					27,621.38

Aqseptence Group, Inc., on behalf of its designated affiliates and subsidiaries (each 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 Service 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 sales 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 fulfillments specific, constitutes the entire agreement between the parties, and all prior negotiations are proposals related thereto are superseded and of no effect. Any written confirmation by Buyer containing additions or different terms from the Terms shall be of no effect, unless Aqseptence