

**CITY OF CAPE CORAL
REQUEST FOR SOLE SOURCE/SINGLE SOURCE PURCHASE**

Requesting Department: Utilities / Water Reclamation 05/22/2024

Vendor Name: Aqua-Aerobic Systems, Inc. (Dominic Spears)

Address: 6306 N. Alpine Road, Loves Park, IL 61111

Phone: (815) 639-4553 E-Mail: lmarlin@aquaaerobic.com

Price: \$25,000.00

Description of item to be procured:
Aqua DDM Floating Mixers for the aeration basins at the Everest Water Reclamation Facility.

1.) Uniqueness of vendor's item/service: How is this vendor uniquely qualified to provide the product/service:


Aqua-Aerobic Systems, Inc. is the exclusive, sole-source manufacturer of the Aqua DDM Mixer and supplier of OEM replacement and repair parts.

2. Market Research: Describe other, similar sources or products available in the market, if any, and why they are not acceptable:

The Water Reclamation Division utilizes Aqua DDM Mixers for the mixing process within the Aeration basins at both water reclamation treatment facilities. The Everest facility utilizes 28, Aqua DDM mixers. The Southwest Facility utilizes 15, Aqua DDM mixers. Other products are available on the market that would work in place of the Aqua DDM Mixer and will be looked at when the time comes to rehab or improve the Aeration Basins at either facility. For the time being due to basin design, dimensions, and layout, it is more cost effective to continue to utilize the Aqua DDM Mixer.

3. Proposed Actions: Describe the actions the department will take to overcome the present barriers to competition for any future acquisition of this product or service:

We will continue to stay informed of advancements in emerging and available components, processes, and equipment capable of meeting the needs of Utilities and the Community and include evaluations of different manufacturer's products as appropriate for future projects.

Department Director's Signature:  Date: 5/23/2024
Acting for Jeff Pearson

Approval: Procurement Manager:  (not to exceed \$50,000) Date: 6/11/2024


Approval: City Manager: _____ (not to exceed \$100,000.00) Date: _____

Council authorization required if exceeding \$100,000.00

Revised 1/6/20 -- Per Ordinance #52-19, Article VII: Purchase and Sale of Real and Personal Property. Adopted 12/02/2019



TO: Michael Ilcyszyn, City Manager
Mark Mason, Financial Services Director
Wanda Roop, Utilities Director

FROM: Jeff Pearson, Utilities Director 

DATE: May 22, 2024

SUBJECT: Capital Purchase of Two (2) Aqua DDM Floating Mixers

The Water Reclamation Division is requesting a purchase order in the amount of \$24,603.38 to Aqua-Aerobic Systems, Inc. for the sole source purchase of two (2) Aqua DDM Floating Mixers for the Everest Water Reclamation (WRF) aeration basins.

Aero-Aerobic Systems, Inc. is the exclusive sole-source manufacturer of the Aqua DDM Mixer and supplier of OEM replacement and repair parts.

The Water Reclamation Division utilizes Aqua DDM Mixers for the mixing process within the Aeration basins at both WRF's. The Everest WRF utilizes 28 Aqua DDM mixers in the Facility's 4 aeration basins. These pieces of equipment are critical to the correct operation of the City's wastewater treatment process.

Funds have been budgeted for fiscal year 2024 in Tyler Operating Account #400-36015-56101, Capital Equipment, under Resolution 266-23, Line 76 (Replace Valves / Actuator Motor), \$40,000.00.

JP/ap: (Capital Purchase of Two (2) Aqua DDM Floating Mixers)
C: Jeff Walter, Water Reclamation Manager
Dominic Spears, Maintenance Supervisor



AQUA-AEROBIC SYSTEMS, INC.
A Mawwater Company

May 15, 2024

Cape Coral, FL

RE: Sole Source Letter

Attn: City of Cape Coral

Greetings,

Please accept this correspondence as confirmation that Aqua-Aerobic Systems is the exclusive, sole-source manufacturer of the 3HP Model FSS Endura® Series AquaDDM® Mixer.

EnviroSales of Florida, Inc. is the exclusive representative of Aqua-Aerobic Systems, Inc. in the State of Florida.

Aqua-Aerobic System's principal place of business is located at:

**Aqua-Aerobic Systems, Inc
6306 N Alpine Road
Loves Park, IL, 61111**

Should you require additional confirmation, please don't hesitate to contact me directly.

Sincerely,

**Loryn Martin
Product Manager - Aeration and Mixing
Phone: 815-639-4553 / lmartin@aqua-aerobic.com**

CC: EnviroSales of Florida, Inc.

Chuck Hlavach/ Phone: (941) 915-4861 / chuck@envirosalesofflorida.com



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Proposal # 75087

TO: City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral
Florida 33990
USA

PROJECT: CAPE CORAL SW FL
CAPE CORAL
FL
USA-MUN

ATN: Dominic Spears

PROPOSAL DATE: May 15, 2024

CC: EnviroSales of Florida, Inc., Chuck Hlavach

If billing and/or shipping address is different, please advise.

Qty	Description
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We are pleased to quote, for acceptance within (30) days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed (2-4) weeks* after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval, or engineer approved submittals, if required.
*Notes: Aqua-Aerobic Systems' proposal is based upon supply of equipment models as noted. Actual shipment is dependent on equipment availability at the time of receipt of order.

- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser.
- 2 3 HP Model FSS Endura® Series AquaDDM® Mixer. Motor base and intake volute assemblies will be of 304 stainless steel. Float is fiber reinforced polyester skin (FRP), filled with closed cell polyurethane foam. Propeller is cast stainless steel. Motor will be premium efficient, TEFC, 460 volt, 3 phase, 60 hertz, 1200 RPM with 1.15 service factor and Class F nonhygroscopic insulation. Motor shaft is one-piece 17-4 PH stainless steel.

WARNING:

The AquaDDM® Mixer has a high velocity downflow discharge directly below the unit. This flow pattern may, in some instances, cause damage to basin bottoms, creating leaking potential. In earthen or lined basins, Aqua Aerobic Systems recommends the use of a concrete pad on the basin bottom directly below the mixer. If concrete is known to be nonresistant to the waste, other materials should be investigated. If basin contains toxic wastes, user is advised to obtain engineering advice as to basin design and construction necessary to prevent possible erosion and leakage. Aqua Aerobic Systems assumes no liability or responsibility for any damage to basin bottoms or walls, or for any injuries or damages resulting therefrom.

COMMERCIAL NOTES:

- Freight to jobsite is included, FOB Cape Coral, FL 33914, as included in the Pricing Summary, below. If shipment is to be provided to another location, additional freight charges may apply.

- Start-up supervision is NOT included.

- Payable net 30 days from date of shipment subject to credit review; no retainage allowed.

- Unless specifically stated herein, state and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.

SCOPE / EQUIPMENT NOTES:



- Only the aerator and/or mixer unit is provided. Electrical and mooring accessories, control panels, junction boxes, anchors and eyebolts are not included in Aqua's scope of supply and shall be supplied by others. Pricing can be provided upon request. Accessories listed under available options are not included in the 'Total Job Price'.

- Based on the current instability in stainless steel pricing, Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance.

- Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

- Aqua-Aerobic Systems is providing this proposal without reviewing the process application requirements. Aqua-Aerobic Systems cannot take responsibility for these requirements. If the review of the application indicates that additional equipment is required, Aqua-Aerobic Systems reserves the right to revise our offering to meet the requirements

- TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, TurboStar® Directional Mixer, ThermoFlo® Surface Spray Cooler, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, TurboSta® Directional Mixer, rFold-a-Float® Self-deploying Segmented Float, SAF-T Float® Safe Accessible Float Technology, Aqua MixAir® Aeration System, AquaCAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua BioMax® Dual Treatment System, AquaEnsure® Ballast Decanter, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disk Diffuser, Aqua CB-24® Coarse-bubble Diffuser, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Cloth Media Filter, Aqua MiniDisk® Cloth Media Filter, Aqua MegaDisk® Cloth Media Filter, AquaPrime® Cloth Media Filter, AquaStorm® Cloth Media Filter, OptiComb® Backwash System, OptiFiber® Cloth Filtration Media, OptiFiber PES-13® Cloth Filtration Media, OptiFiber PA2-13® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, Trust the Tag® OptiFiber® Service Mark, AquaABF® Automatic Backwash Filter, AquaMB® Multiple Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua MultiBore® Membranes, Aqua MultiBore® C-Series Ceramic Membranes, Aqua MultiBore® P-Series Polymeric Membranes, Aqua ElectrOzone® Ozone Generation System, IntelliPro® Monitoring and Control System, AquaPRS™ PFAS Removal System, AquaPR-206™ PFAS Removal System, Aqua-Aerobic®, and the Aqua-Aerobic Corporate logo artwork are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. Nereda®, AquaNereda® Aerobic Granular Sludge Technology, and the AquaNereda Product logo artwork are a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners..

SHIPPING NOTES:

To expedite your order, please provide the shipping instructions below:

Earliest acceptable equipment on site date: _____

Ship to address (including zip code):

Driver to provide 24 or 48 or _____ HOURS pre-delivery notice to:

Jobsite contact name: _____

@ telephone number: _____

Proposal Date: May 15, 2024

Proposal # 75087



AQUA-AEROBIC
SYSTEMS, INC.
A Metawater Company

Deliveries are accepted on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Acceptable hours of delivery ____:____ AM to ____:____ PM

Special instructions to relay to the carrier and/or the driver:

BILLING NOTES:

Bill To Address:

Purchase Order #:

Pricing Summary

Freight:

Included

Total Job Price:

\$24,603.38

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefor: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

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QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by: _____
Company: _____
By: _____ Date: _____

Offer Respectfully Submitted,
Emily Kullberg
Emily Kullberg, Senior Sales Assistant, Aeration & Mixing
Aqua-Aerobic Systems, Inc.