

Date of Action: 7/9/18	
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>
By: <i>Janine Muir</i>	

CITY COUNCIL ACTION MEMORANDUM

AM No. 18-19: Awarding A Contract To Frontier Supply Company In The Amount Of \$49,260 For Sewer Effluent Pumps.

Originator: April Dwyer, Purchasing
Date: 6/26/2018

Agenda of: 7/9/2018

Route to:	Department Head	Signature	Date
	Chief of Police		
X	Public Works Director	<i>[Signature]</i>	6/27/18
	Recreation Services Director		
X	Finance Director	<i>[Signature]</i>	6-24-18
X	Deputy Administrator	<i>[Signature]</i>	6/27/18
X	City Clerk	<i>[Signature]</i>	6/27/18

Reviewed by Mayor Bert L. Cottle: *[Signature]* 6/27/2018

Fiscal Impact: yes or no **Funds Available:** yes or no

Account name/number/amount:

Sewer Utility – Supplies 310.4353.435.60.99 \$49,260

Attachments: Frontier Supply Company’s bid submission (8 pages)

Summary Statement: In accordance with WMC 5.08.120, on June 21, 2017, the City of Wasilla issued Invitation to Bid 0621-0-2017/AD for Sewer Effluent Pumps. The one (1) year contract to Frontier Supply Company was approved at the July 24, 2017 Council meeting.

The Invitation to Bid and subsequent contract allows for the purchase of Sewer Effluent Pumps with no price changes within one (1) year of contract award.

Staff Recommendation: Adopt AM No. 18-19 by awarding a contract to Frontier Supply Company in the amount of \$49,260 for the purchase of Sewer Effluent Pumps.



INVITATION TO BID (ITB) 0621-0-2017/AD

RETURN THIS BID TO THE ISSUING OFFICE AT:

City of Wasilla
Attn: Purchasing/Contracting Officer
290 E. Herning Avenue
Wasilla, AK 99654

THIS IS NOT AN ORDER

ITB TITLE: Sewer Effluent Pumps

DATE ITB ISSUED: June 21, 2017

SEALED BIDS MUST BE SUBMITTED TO THE FINANCE DEPARTMENT AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED PRIOR TO THREE (3) PM ON JULY 7, 2017 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

IMPORTANT NOTICE: A company or individual that submits a bid must be on the official City of Wasilla planholders list which is maintained at: <http://www.demandstar.com>. Failure to be on the list will be cause for the bid to be deemed non-responsive. In addition, any copies of this bid, attachments, or addendums obtained from any source other than Demandstar or the City of Wasilla Purchasing Officer are not valid.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid City of Wasilla business license, or will obtain one prior to award of any contract resulting from this ITB.
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
- (3) the bidder has read, understands, and agrees to comply with the terms and conditions specified in this Invitation to Bid.

If a bidder fails to comply with the bidders notice above, the city may reject the bid, terminate the contract, or consider the contractor in default.

Frontier Supply Company

COMPANY SUBMITTING BID

92-0130107

FEDERAL TAX ID NUMBER

July 7 2017

DATE

Steven D Erickson

AUTHORIZED SIGNATURE

STEVEN D ERICKSON

PRINTED NAME

steven@frontiersupply.com

EMAIL ADDRESS

907-334-3700

TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. **SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address	
City of Wasilla Purchasing 290 E. Herning Avenue Wasilla, AK 99654	
ITB No.:	_____
Opening Date:	_____

4. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the City, the bidder may list such taxes separately, directly below the bid price for the affected item. The City is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5. **VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the City of Wasilla before payment will be made.

6. **FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Wasilla Municipal Code (WMC).

CONDITIONS:

1. **AUTHORITY:** This ITB is written in accordance with WMC 5.08.

2. **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

4. **SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

5. **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

7. **BID PREPARATION COSTS:** The City is not liable for any costs incurred by the bidder in bid preparation.
8. **CONTRACT FUNDING AND APPROVAL:** is subject to legislative approval and appropriation of funds.
9. **CONFLICT OF INTEREST:** An officer or employee of the City of Wasilla may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
10. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the City's approval of an assignment will be rejected as nonresponsive.
11. **SUBCONTRACTOR(S):** Within five (5) working days of notice from the city, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid business license (s).
12. **FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
13. **LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
14. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the City and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
15. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the City of Wasilla may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
16. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the City by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 - 632.
17. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
18. **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
19. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

1. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The City is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the City under this ITB. The City of Wasilla Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
2. **BILLING INSTRUCTIONS:** Invoices must be billed to the department's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering department will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering department.
3. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

CITY OF WASILLA ITB # 0621-0-2017/AD
Sewer Effluent Pumps

BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid State of Alaska and City of Wasilla business license.

Acceptable evidence that the bidder possesses a valid City of Wasilla business license may consist of any one of the following:

- (a) copy of a City of Wasilla business license;
- (b) a canceled check for the City of Wasilla business license fee;
- (c) a copy of the City of Wasilla business license application with a receipt stamp from the City's Finance Department; or
- (d) a sworn and notarized affidavit that the bidder has applied and paid for the City of Wasilla business license.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

BIDDERS WITH DISABILITIES: The City of Wasilla complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Purchasing Officer at the following number no later than 5 business days prior to bid opening, to make any necessary arrangements.

Telephone: 373-9047

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the city's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

PAYMENT FOR CITY PURCHASES: Payment on agreements for the undisputed purchase of goods or services provided to the city, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor

CITY OF WASILLA ITB # 0621-0-2017/AD
Sewer Effluent Pumps

under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the city.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure,

CITY OF WASILLA ITB # 0621-0-2017/AD
Sewer Effluent Pumps

publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the city in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the city or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by City of Wasilla classification and categorization guidelines (i) provided by the city to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the city with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the city opportunity to review the request. If the contractor receives no objection from the city, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the city within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

CONTRACT PERIOD: The length of the contract will be from the date of award for a period of twelve (12) months.

CONTRACT PRICES: Contract prices are to remain firm through the duration of the contract.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the city. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

DELIVERY TIME: The elapsed time between the time the city places an order and the time that order is received at the location specified must be entered in space provided under "TOTAL BID PRICE". This processing time is to remain constant throughout the life of the contract(s).

ADVANCE NOTICE OF DELIVERY: The contractor must notify the freight company that delivers the order that the city facility receiving the order requires 24 hours advance notice of delivery.

F.O.B. POINT: Final destination. The cost of shipping is to be included in the bid price.

CITY OF WASILLA ITB # 0621-0-2017/AD
Sewer Effluent Pumps

PARTS BOOKS AND MAINTENANCE MANUALS: Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the city's estimated initial order and may vary more or less from the quantities actually purchased. The city does not guarantee any minimum purchase. Orders may be issued throughout the contract period.

WARRANTY: The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least twelve months. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the city. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the city's rights under this warranty clause will be considered null and void. The city is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the city's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

INVOICES: Invoices must be sent directly to the ordering department's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering department will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering department.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder.

SPECIFICATIONS

The City of Wasilla is seeking to secure Sewer Effluent Pumps for the Department of Public Works – Waste Water Division. Deliveries are to be FOB Wasilla. The final destination of all pumps ordered will be the City of Wasilla Sewer Plant located at 2900 Jude Street, Wasilla, Alaska 99654.

Twenty (20) each - 240 volt single-phase, double-sealed, continuous run submersible effluent pumps capable of delivering 10 gallons per minute at a total dynamic head of 72 feet, 1-1/2" Discharge, 20' cord minimum. The pumps shall be specifically designed for pumping septic tank effluent and shall utilize corrosion-resistant materials of construction throughout, such as bronze and type 316 stainless steel components. Example of past approved pumps, Meyers P-52 or equal.

Cost per pump as described above:

\$ 615.75

Sixty (60) each - 240 volt single-phase, double-sealed, continuous run submersible effluent pumps capable of delivering 10 gallons per minute at a total dynamic head of 102 feet, 1-1/2" Discharge, 20' cord minimum. The pumps shall be specifically designed for pumping septic tank effluent and shall utilize corrosion-resistant materials of construction throughout, such as bronze and type 316 stainless steel components. Example of past approved pumps, Meyers P-102 or equal.

Cost per pump as described above:

\$ 615.75

TOTAL BID PRICE \$ 49,260.⁰⁰/_{xx}

DELIVERY WILL BE 49 DAYS AFTER RECEIPT OF ORDER (ARO)

BIDDERS ADDRESS:

Frontier Supply Company
8630 Toloff Street
Anchorage, AK 99507

CONTACT NAME:

Steven D Erickson

PHONE:

907-334-3700

EMAIL:

Stevenc@frontiersupply.com