

Action:  Approved |  Denied |  Other  
 Date Action Taken: April 14, 2022  
 Verified By: [Signature]  
 Clerk's Note: NA

**City of Wasilla  
 Action Memorandum No. 22-07**

**Contract Award To Alaska Roteq Corporation In The Amount Of \$335,075 For The Purchase Of A Booster Pumping System For Water Utility Service In Support Of The Forthcoming Richmond Hills Booster Station Project.**

Originator: April Dwyer, Purchasing  
 Date: 4/7/2022

Agenda of: 4/14/2022

Route to:	Department Head	Signature	Date
X	Public Works Director	<u>[Signature]</u>	4/7/22
X	Finance Director	<u>[Signature]</u>	4-7-22
X	Deputy Administrator	<u>[Signature]</u>	4/7/22
X	City Clerk	<u>[Signature]</u> for Janie Newman	4/8/22
X	Mayor	<u>[Signature]</u>	4/7/22

**Fiscal Impact:**  yes or  no

**Funds Available:**  yes or  no

**Account name/number/amount:**

320.4369.436.45.72

ARPA NEU Water

\$335,075

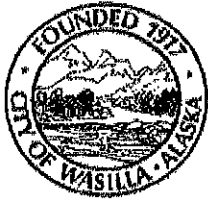
**Attachments:** ITB 0323-0-2022/AD Booster Station Pumping System (6 pages)  
 Bid Tabulation Sheet (1 page)

**Summary Statement:** This project was advertised in accordance with WMC 5.08.120, on March 23, 2022 with an Invitation to Bid 0323-0-2022/AD for a Booster Pumping System. Bids were opened on April 6<sup>th</sup>, Alaska Roteq Corporation provided the only bid for this project. The bid package was reviewed and is considered responsive to the requirements.

The procurement of this system is for the upcoming Richmond Hills Booster Station and Site Improvements Project. To avoid future price increases and supply chain issues, the order needs to be placed prior to April 15, 2022.

Installation will be completed by a general contractor to be bid separately. This project has an anticipated completion date of June 15, 2023.

**Staff Recommendation:** Approve the Action Memorandum.



## INVITATION TO BID (ITB 0323-0-2022/AD)

**RETURN THIS BID TO THE ISSUING OFFICE AT:**

**City of Wasilla**

Attn: Public Works Department

290 E. Herning Avenue

Wasilla, AK 99654

### BID COVER SHEET

**ITB TITLE: Richmond Hills Booster Pump System**

**DATE ITB ISSUED: March 23, 2022**

**SEALED BIDS MUST BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED PRIOR TO 2:00 PM ON April 6, 2022 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.

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COMPANY SUBMITTING BID

FEDERAL TAX ID NUMBER

DATE

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AUTHORIZED SIGNATURE

PRINTED NAME

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EMAIL ADDRESS

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 submit the signed cover sheet along with the bid forms as the bid submittal.

**3. SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below.

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.

**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.
- 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 City Council 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. 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.
- 12. LATE BIDS:** Late bids will not be accepted after the bid due date and time.
- 13. 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.

**14. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. Any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**CONTRACT TERMS**

**CITY OF WASILLA AND STATE OF ALASKA BUSINESS LICENSES:** Prior to the award of a contract, a bidder must provide a copy of their City of Wasilla and State of Alaska business licenses.

**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.

**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 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.

**WARRANTY:** The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least 12 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.

**WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The city will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

## BID PROPOSAL

Supply one (1) new booster pump system per attached specifications FOB Wasilla with a one-year manufacturer's warranty. Contract award is scheduled for April 13, 2022.

TOTAL BID AMOUNT: \$ \_\_\_\_\_

This pricing information is hereby provided in accordance with the terms and conditions of this Invitation to Bid. I have read, understand, and agree to all terms and conditions herein.

City of Wasilla  
Richmond Hills Booster Station  
Early Package 2 – Booster Pumping System

The City of Wasilla (City) is soliciting procurement of a packaged pumping system for water utility service in support of the forthcoming *Richmond Hills Booster Station and Site Improvements (RHBS)* project. The **Early Package 2 – Booster Pumping System** shall be provided by the awarded Vendor to the City and become Owner-furnished equipment that will be installed by the general contractor awarded the RHBS.

The RHBS is a separate project to be subsequently executed by a general contractor under a separate agreement with the City. The City's intention is to have the RHBS project completed by June 15, 2023. The City is also soliciting the electrical and controls integration scope of the RHBS with a contractor that's independent of the RHBS general contractor.

Technical documents pertaining to the requested products and services to be fulfilled are enclosed with this solicitation.

The paragraphs below generally summarize the scope of work for the vendor.

- Furnish the packaged pumping system to the City no later than September 15, 2022.
- Deliver the required equipment to this physical address: 930 S Enterprise Street, Wasilla, AK, or to an alternate location within the City of Wasilla limits as directed by the City. Coordinate with the City and RHBS contractor prior to delivery for confirmation of location and time.
- The packaged pumping system shall be as provided by Grundfos model Hydro MPC EC SCCR 6CR95-2-2, for use with 3 phase x 460V 60HZ power. Package skid shall feature six identical 25 HP pumps mounted in parallel.
- Vendor shall coordinate with the RHBS electrical contractor and controls integrator for installation of all interior electrical components and all below ground components. Vendor scope shall include sufficient coordination time with the RHBS and electrical/controls contractor for all planning, installation, and execution of the combined work. This requirement includes coordination of site access and working on-site and within the same space during the approved working hours.
- Vendor shall be available for startup commissioning and training of Owner's personnel. This includes all calibration, settings, testing and system operational checks to verify a fully functional system ready for use by the owner
- The accompanying technical specifications further define the scope of work.

Vendor's written response to this solicitation shall clearly include:

- any exceptions taken to the scope, technical or schedule requirements.
- documented compliance with the specification requirements for qualifications.
- dimensions and weights of the product as intended to be installed.

**ATTACHMENTS:**

Specification 33 14 43.01 – PACKAGED PUMPING SYSTEMS FOR WATER UTILITY SERVICE

**BID TOTALS**

**ITB: 0323-0-2022/AD**

**Richmond Hills Booster Station – Booster Pumping System Project**

**April 6, 2022 @ 2:00 pm**

<b>BIDDER</b>	<b>Alaska Roteq Corp</b>				
<b>TOTAL BID</b>	<b>\$335,075.00</b>				

<b>BIDDER</b>					
<b>TOTAL BID</b>					

<b>BIDDER</b>					
<b>TOTAL BID</b>					