

**City of Palmer
Action Memorandum No. 19-081**

Subject: Authorizing the City Manager to Enter into a Sole Source Procurement and Execute a Contract with Alaska Pump & Supply, Inc. for Two Replacement Lift Station Pumps in the Amount of \$72,216.00



Agenda of: November 12, 2019

Council Action: **Approved** **Amended:** _____
 Defeated




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____ <input checked="" type="checkbox"/>	Finance		09/25/19
_____	Fire	_____	_____
_____	Police	_____	_____
_____ <input checked="" type="checkbox"/>	Public Works		9/25/19

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **72,216.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 72,216.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 24-50-50-6253
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Lift #4 Alaska Pump & Supply, Inc Quote AK19-0531R1 FLYGT Pump
- Lift #5 Alaska Pump & Supply, Inc Quote AK19-0531R1 FLYGT Pump

Summary Statement/Background:

This Action Memorandum requests approval to purchase two new sewer lift station pumps as direct replacements from Alaska Pump & Supply, Inc. They are the only west coast Flygt Pump dealer.

Public Works Department personnel will remove one existing pump at each lift station location and install the replacement pump.

Installation of the new pumps will allow one pump from each Lift station to be repackaged and sent back to manufacture to be rebuilt & returned and put into service the following year or as needed.

Palmer Municipal Code allows for governmental and proprietary procurements. A sole source purchase as provided in PMC 3.21.230 A.3., is appropriate in this case to assure the procurement of equipment is consistent with the existing piping and controls at each lift station location.

Administration's Recommendation:

To approve Action Memorandum No. 19-081



ALASKA PUMP & SUPPLY, INC

8400 SANDLEWOOD PL • ANCHORAGE, ALASKA 99507 • PHONE: (907)563-3424 • FAX: (907)562-5449

September 24, 2019

ATTN: Alycia Anderson - City of Palmer

QUOTE: **AKP19-0531R1**

Project: Flygt Pumps

PH: 907-631-8900

Email: Aanderson@palmerak.com

We are pleased to provide pricing for the following equipment:

Qty	Part #	Description	Each	Total
1	3202.095-5193	NP456-6 70/460/3 65' FM FLS FV	\$ 47,179.00	\$ 47,179.00
1	3171.095-5188	NP454-4 25/460/3 65' FM FLS FV	\$ 24,155.00	\$ 24,155.00
90	CONMFG Type 316 SS Chain	3 sections x 30' each 5/16 SS Chain	\$ 9.80	\$ 882.00
Please reference AKP19-0531R1 when placing order.				Total: \$72,216.00

Subject to Alaska Pumps Terms & Conditions of Sale. Net Thirty (30) Terms are subject to Alaska Pumps' credit department approval.

F.O.B: Palmer, AK
Ships: 12-14 Weeks ARO

Notes: Duplicate of AKP18-0048, 0049, & 0050. SO# 9535663

Regards,

Matt Salsbury

Outside Technical Sales

DXP | Alaska Pump & Supply, Inc.

Direct: (907) 793-4842

Cell: (907) 433-9888

FAX: (907) 562-5449

Matthew.Salsbury@dxpe.com

**DXP | ALASKA PUMP & SUPPLY, INC.
STANDARD TERMS & CONDITIONS OF SALE**

Terms of Payment: Payment is due thirty (30) days after the date of the invoice. Interest on the unpaid balance will be charged on all overdue monies at the rate of 18% per annum or the highest rate allowable by law, whichever is less. Customer agrees to pay all collection costs, including actual reasonable attorney's fees incurred in collecting monies due hereunder. Seller reserves the right to require payment in advance or provide other credit terms if Buyer's credit is not acceptable to Seller.

Identification and Risk of Loss: The products, goods and/or equipment shall be identified to the contract and risk of loss shall pass to Buyer when the products, goods and/or equipment are placed in the hands of the carrier.

Freight: All prices are FOB point of manufacture and do not include freight unless specifically listed as included. Seller shall not be responsible for actions, inactions or delays by the carrier.

Conditions: All orders are accepted with the understanding that they are subject to Seller's ability to obtain the necessary products, goods and/or equipment.

Not Included: Unless specifically provided herein, the products, goods, equipment, and/or services listed do not include freight, haulage, unloading, freight claims, installation, erection, concrete, grout, water, utilities, lubricating grease and oil, power, tools, labor, controls, conduit, wiring, meters, main disconnects, piping, valves, fittings, gaskets, hardware, taxes, covers, field painting, insurance, testing, royalties, maintenance, operation, erection supervision, start-up services, personnel transportation, anchor bolts, welding rod, or asset.

Inspection: Buyer shall inspect Seller's products, goods and/or equipment upon receipt and if Buyer's inspection reveals any defects, Buyer shall notify the Seller within three (3) days after receipt of the products, goods and/or equipment of any claim Buyer might have concerning such defects or of any claim discovered by Buyer. Buyer's failure to notify Seller within such three day period shall constitute a waiver by Buyer of all claims covering such defects.

Errors: Seller reserves the right to correct any clerical and/or stenographic error or omission.

Cancellation: Buyer may cancel this order only upon written notice and payment to Seller of reasonable cancellation charges.

Returns: Seller will not accept returns of chemicals, electrical items or special orders. Seller will not accept returns of any products, goods and/or equipment after ninety (90) days from the date of the invoice. Buyer will be assessed a reasonable restocking fee on any accepted returns.

Approvals: Buyer is responsible for obtaining any required engineers', owners', and/or governmental agencies' approval of the products, goods, equipment and/or services. Seller does not warrant that the products, goods, equipment and/or services will meet any such approvals or specifications.

Limitation of Liability: In no event shall Seller be liable for any lost profits, down time, lost sales, operating or maintenance costs, or for any other special, indirect, incidental or consequential damages of Buyer.

Warranties: SELLER MAKES NO EXPRESS WARRANTIES WITH RESPECT TO ANY PRODUCT, GOODS AND/OR EQUIPMENT SOLD OR SERVICES PERFORMED AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller does not authorize anyone to make a warranty of any kind on its behalf and Buyer should not rely on any statement to that effect. Seller is not the manufacturer of the products, goods and/or equipment. If the manufacturer of the products, goods and/or equipment warrants the products, goods and/or equipment that Buyer has purchased, Buyer shall have whatever manufacturer's warranty there is subject to the terms and conditions of the warranty. The Buyer's sole and exclusive remedy, if any, shall be against the manufacturer and not Seller.

Integration: These Terms and Conditions constitute the entire agreement between Buyer and Seller with respect to this transaction and supercede and replace all prior negotiations agreements, and representation, oral or written. These Terms and Conditions may not be amended or modified except pursuant to a written document signed by both parties.

Governing Law: The terms of this agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Alaska.

Binding Effect: These Terms and Conditions shall be binding on the parties hereto and their heirs, personal representatives, successors, and assigns. The undersigned acknowledges and agrees to Alaska Pump & Supply, Inc. terms and conditions of sale/quote as referenced in our quote AKP19-0531R1 and is subject to Alaska Pump & Supply Inc.'s Standard Terms and Conditions of Sale which are outlined above and agrees to be bound by said Terms and Conditions. No other conditions previous or after date below apply.

Letters and Quotes: Notwithstanding any language to the contrary, nothing contained in our letters or quotes constitutes or is intended to constitute engineering work requiring a stamp or engineering seal by Alaska Pump & Supply, Inc.. We neither convey nor imply that the company or persons are practicing engineering herein.

Customer Name Printed

Company Name Printed

X _____
Customer Signature

Date: