

**City of Carson City
Agenda Report**

Date Submitted: June 24, 2013

Agenda Date Requested: July 3, 2013
Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For possible action: To approve Contract No. 1314-045, Joinder Contract with Caterpillar through the National Joint Powers Alliance (NJPA) for the purchase of a Caterpillar 250 KW Diesel Generator for a not to exceed amount of \$79,367.00 to be funded from the Water and Sewer Machinery Equipment Accounts in the respective Funds as provided for in FY 2013/2014. (File No. 1314-045) (Kim Belt)

Staff Summary: The joinder contract will allow Carson City to purchase the generator off of a nationally, competitively bid contract with NJPA. The proposed generator is a replacement for the standby generator for Public Works. The Public Works complex has received several additions in recent years and the generator was not upgraded to meet the added loads. An electrical design review was performed and it was determined that the facility required a 250KW generator. The current generator is only 88KW. This generator will maintain the critical water and wastewater automation systems as well as the alternate incident command center and public works facilities in the event of a power outage.

Type of Action Requested: (check one)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve Contract No. 1314-045, Joinder Contract with Caterpillar through the National Joint Powers Alliance (NJPA) for the purchase of a Caterpillar 250 KW Diesel Generator for a not to exceed amount of \$79,367.00 to be funded from the Water and Sewer Machinery Equipment Accounts in the respective Funds as provided for in FY 2013/2014. (File No. 1314-045) (Kim Belt)

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (m) and NRS 332.195**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding and authorize all city departments to be able to place orders from this contract providing Carson City's approved funding and purchasing procedures are followed.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State;

are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

Fiscal Impact: \$79,367.00

Explanation of Impact: If approved the below account could be reduced by \$79,367.00

Funding Source: Water and Sewer Machinery Equipment Accounts: 520-3502-435-77-75 and 510-3202-434-77-75 as provided for in FY2013/2014.

Supporting Material: Quote Cashman/Caterpillar and PO #2013-122

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: Al M Brubette Date: 6/25/13
(Public Works)
M. A. ... Date: 6/25/13
(City Manager)
... Date: 6/25/13
(District Attorney)
... Date: 6/25/13
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1314-045

Titled: Public Works Generator

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 3, 2013 approved the acceptance of **CONTRACT No. 1314-045**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 3rd day of July, 2013.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 3rd day of July, 2013.



PURCHASE ORDER #2013-122

CITY OF CARSON CITY

201 N. Carson Street, Suite 3
Carson City, Nevada 89701
(775)887-2133 [Fax](775) 887-2107

VENDOR CASHMAN POWER
DIV OF CASHMAN EQUIPMENT
500 GLENDALE AVE
SPARKS, NV 89431
775-332-2525

VENDOR #

DATE June 24, 2013

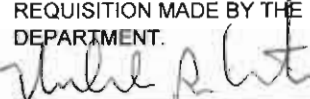
GROUP #

CHECK DATE:

SHIP TO Carson City Public Works
3505 Butti Way
Carson City, NV 89701
775-887-2355

SHIPPING METHOD		SHIPPING TERMS		DELIVERY DATE		
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
1.00	EA	CAT 250 KW DIESEL W/SOUND ATTENUATED	510-3201-434-7775		\$ 34,943.50	\$ 34,943.50
1.00	EA	ENCLOSURE UL400 GALLON TANK	520-3502-435-7775		34,943.50	\$ 34,943.50
1.00	EA	CAT 400AMP CLOSED TRANSITION 3 POLE	510-3201-434-7775		4,740.00	\$ 4,740.00
1.00		4 WIRE NEMA 3 R	520-3502-435-7775		4,740.00	\$ 4,740.00
						\$ -
		*** PER QUOTE DD0562 ***				\$ -
						\$ -
						\$ -
				TOTAL		\$ 79,367.00
		PURCHASED BY: JAMES JACKLETT				
		FED I.D. NO. 88-6000189				

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT
THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET
OUT ARE TRUE AND CORRECT PER PURCHASE
REQUISITION MADE BY THE PERTINENT CITY
DEPARTMENT.


APPROVED FOR PURCHASE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT
THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN SET
OUT ARE TRUE AND CORRECT PER PURCHASE
REQUISITION MADE BY THE PERTINENT CITY
DEPARTMENT.

APPROVED FOR PAYMENT



July, 30 2013

QUOTE EXPIRES AFTER THIRTY (30) DAYS.

Attention: James Jacklett

Project Carson City

QUOTE: DD0562

We are pleased to provide pricing per the following quote and bill of materials.

Current Lead time on equipment will be 18 weeks ARO. Individual items may be available for earlier shipment. Contact your Cashman Power Account Manager for details.

One Caterpillar 250 KW Diesel with a Sound Attenuated Enclosure UL400 Gallon tank.

List Price 103,014.00 + tax

NJPA Carson Price. \$69,887.00

One Caterpillar 400 AMP closed transition 3 pole 4 wire Nema 3 R

List Price \$12,594.00 + tax

NJPA Carson \$9,480.00 + tax

NJPA 81616

Please note if you have tax exempt paperwork no tax.

Price includes freight to job site, start up, commissioning, site testing and owner training on equipment provided by Cashman Equipment. Also includes 2 year CAT parts and labor warranty on generator and ATS from date of startup. Additional service coverages and maintenance programs are available.

This quote does not include additional testing, equipment or certifications in specifications not supplied to Cashman Equipment.

ALL PRICES UNLESS SPECIFICALLY NOTED ARE FOB SITE WITH OFFLOAD AND INSTALLATION BY OTHERS, PLUS ANY APPLICABLE TAX.

NOT INCLUDED: CRANE TO OFFLOAD, INSTALLATION, FUEL, TAX.

Thank you for the opportunity to quote this equipment.

Sincerely yours,
CASHMAN POWER
Daryl Dassinger
Tel 775-332-2432

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Cell 775-771-9128

Project Name:
QUOTE

BILL OF MATERIALS

Generator:

EPA STATIONARY EMERGENCY
UL 2200 LISTED PACKAGE GEN
SET
60HZ 480 VOLTS
STANDBY POWER
EMCP4.2 COMMON CONTROL
PANEL
250 EKW W/FAN
C9 480V 60 HZ PKG GEN
24 month ats and genset
warranty parts and labor
DIESEL
PUBLIC NJPA 81616 Carson
STANDBY POWER
STANDARD GOVERNOR
GENERATOR 5024H FRAME AREP
24
Freight to site included
IBC CERTIFICATION
SOUND ATT ENC-1 BKR-WHITE
IBC IDW FUEL TK
400GAL(1520L).
4 to 20 MA fuel sender in tank
PANEL MOUNTING - REAR
GENERATOR RUNNING RELAY
COMMON ALARM/SHUTDOWN
RELAY
RELAY END BLOCK TERMINAL
LOW FUEL LEVEL SHUTDOWN
FUEL RUPTURE BASIN ALARM
DISCRETE I/O PACKAGE-
INSTALLED
Standard radiator
AIR CLEANER (STD)
JACKET WATER HEATER 2KW
240VAC
LOW COOLANT LEVEL SENSOR
LOCAL ANNUNCIATOR MODULE

SECONDARY COMMUNICATIONS LINK
Hours training class room and hands on
ANALOG VOLTAGE REGULATOR
FUEL LEVEL SWITCH shutdown
FUEL FLEX LINES
SPACE HEATER - 230V
400A 3 POLE CIRCUIT BKR)
400 AMP
TURRET GP - 800 AMP
CB AUX CONT 100-1250A CB1 100%
SHUNT TRIP 100-630 AMP
NEUTRAL GND CONNECTION - REAR
CAT BATT W/RACK & CABLES
BATTERY DISCONNECT SWITCH
BATTERY CHARGER 5 AMP
CANOPIED SILENCER
CAT DECALS
Std lube oil drain & valve

Start up, commissioning, and training at site per specs on all equipment.

Standard Caterpillar Warranty

Operation and Maintenance Manuals

PROJECT CLARIFICATIONS, DEVIATIONS & EXCEPTIONS:

1. Cashman Power takes general exception to specified products, services, and attachments which are proprietary to any other manufacturer.
2. Equipment supplied will be limited to that described in this proposal. If something, other than the equipment described in this proposal, is required, please consult the factory for a re-quote as pricing may be affected.
3. IF GASEOUS FUELED: Genset requires xxx cfh gas at a consistent xxxxx inches of water column or psi

400A, 3P, 480/277V, NEMA-3R -- Part No.: CTC8C3X30400XRU -- Furnished with:

Switching Panel type: CONTACTOR

Controller Type: ATC-800

Wall Mount

Closed Transition, 480/277v, 60hz, 4 Wire

Continuous Current: 400 Amps

3 Poles

Withstand 50kA spc/30kA any

47g. Closed Transition Time Delay Neutral

22. Ground Bus with Lug Provisions

1a. Time Delay Normal to Emergency Adj. 0-1800 sec

2a. Time Delay Engine Start Adj. 0-120 sec

3a. Time Delay Emergency to Normal Adj. 0-1800 sec

4a. Time Delay Engine Cool-off Adj. 0-1800 sec

5j. Emergency (S2) Sensing Under Voltage/Under Freq

6b. Test Pushbutton

7a. Time Delay Engine Fail Adj. 0-6 sec

8c. Time Delay Bypass Emergency to Normal

8d. Time Delay Bypass Normal to Emergency

10b. Source Selector - Utility to Utility or Utility to Gen

10d. Source Selector - Generator to Generator

12c. LED Indicator Normal Position

12d. LED Indicator Light Emergency Position

12g. LED Indicator Normal Source Available

12h. LED Indicator Emergency Source Available

15e. Normal (S1) Position Indication (1 Form C)

15f. Emergency (S2) Position Indication (1 Form C)

23j. Auto Plant Exerciser Timer Select Load /No Load w/Fail Safe

26j. Normal (S1) Sensing Under-voltage/Under-frequency

47h. Parallel Limit Timer w/Terminal Block

42. IBC/CBC Seismic Qualified

5k. Emergency (S2) Sensing Over Voltage/Over Freq

14e. Normal (S1) Source Available (1 Form C)

14f. Emergency (S2) Source Available (1 Form C)

SEE GENERAL TERMS AND CLARIFICATIONS ON ATTACHED SEPARATE PAGE.



GENERAL TERMS AND CLARIFICATIONS TO QUOTATION

Pricing:

Please note expiration date on first page of quotation. Quote MUST be renewed after expiration date in order to confirm validity of pricing. Prices are always subject to change as project design or scope changes occur which influence the equipment that is a part of our quote. CANCELLATION CHARGES WILL APPLY TO ALL CANCELLED ORDERS.

NOT INCLUDED, UNLESS OTHERWISE STATED IN QUOTATION:

Crane to off load equipment from delivery truck and set in place at site.

Installation (electrical and mechanical) of all equipment quoted.

Diesel or gaseous fuel, either for initial fill of tank or top off after testing.

Exhaust components (except engine muffler and engine flex), including hangers, wall/roof thimbles, thermal insulation, piping from muffler/flex to outside of building.

Mechanical/plumbing contractor should be consulted.

Coordination Studies – Cashman will supply protective devices as noted only – studies, settings, calibration, etc, by others

Seismic Studies – where applicable and noted, equipment complies with IBC requirements, any other compliance requirements, including studies, settings, adjustment, testing, or supply of components is by others.

Equipment Quoted:

If specifications and/or single line drawing/s provided:

Cashman Equipment is offering Caterpillar's standard product that meets 100% of the performance intent of the specification. However, we take general exception to any components or brands which are proprietary to any specific brand or are not part of our standard product and do not enhance the equipment's ability to perform its function or meet the applicable codes for this project.

If NO specifications and/or single line drawing/s provided:

Cashman Equipment is quoting equipment for this project that meets what we best understand is required, either for budgetary purposes or "quick" pricing. No compliance with any spec or drawing is implied unless specifically noted.

Code Compliance:

Cashman Power is not responsible for interpretation or compliance with any codes – including, but not limited to, building, electrical, mechanical or emissions - not specifically cited prior to this quote. Code compliance is the responsibility of the owner and design team. CASHMAN EQUIPMENT DOES NOT INSTALL THE EQUIPMENT OR PROVIDE PERMITS.

Lead Times:

Although we give the best available lead time estimates at the time of quote, factory manufacturing times are subject to change on a day-to-day basis. Lead times cannot be established until the engineering approval process is complete through approved submittals and a written release from customer for all equipment is received. After that, the equipment order will be placed with the factory. Lead time in effect at time of equipment order would prevail. Order processing time and equipment transport time will add an estimated 2-4 weeks to delivery dates.

Emissions:

Engine meets federal EPA emissions standards requirements. Any local jurisdictional compliance requirements more stringent than standard EPA rules may incur additional costs for after treatment. This is not included unless specifically noted.

Remote Annunciator Panels (if quoted):

Caterpillar remote Annunciator panel distance for wire run is a maximum of 800 feet from gen set control panel. If a distance greater than 800 feet from gen set control panel is required, there will be an added charge for special equipment / engineering costs.

General:

- Cashman Equipment is an equipment supplier only. Installation is by others, which includes but is not limited to concrete pad; setting in place; anchoring; wiring; fuel piping; exhaust design/piping/installation/heat blankets; radiator ducting on indoor units.
- Non-standard lugs will be an added charge. Some equipment lug sizing is dependent upon UL restrictions and may not be able to be changed. Always check your submittal package for lug sizing available. 1600A and up circuit breakers will be bus bars only – LUGS BY OTHERS.
- Coordination of fuel supply and transfer systems not supplied by Cashman is by others.
- Start up and commissioning will commence upon pre-startup checklist completion and inspection of site by Cashman representative to confirm installation is complete and ready for start up.
- All prices do not include tax, crane, factory witness testing, site testing, maintenance, fuel, or extended warranty unless specifically noted.

J.

**Bid Offering
And Acceptance and Award
IFB #092409**

FORM D

ALTERNATIVE ENERGY GENERATION RELATED EQUIPMENT AND SERVICES,

Bid Offering (To be Completed Only by Bidder)

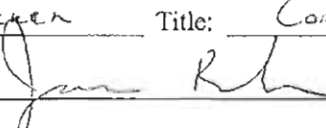
In compliance with the Invitation For Bid (IFB) for ALTERNATIVE ENERGY GENERATION RELATED EQUIPMENT AND SERVICES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: CATERPILLAR, INC. Date: SEPTEMBER 21, 2009

Company Address: 100 NE ADAMS STREET

City: PEORIA State: IL Zip: 61629

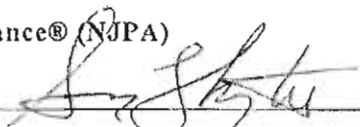
Contact Person: JASON BOEKEN Title: CORPORATE ACCT MGR

Authorized Signature (ink only):  JASON BOEKEN
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

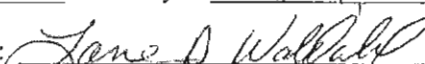
Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  Gary L. Nytes
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 7th day of Oct, 2009 Contract Number # 092409

NJPA Authorized signature:  Jane D. Wallaby
(Name printed or typed)

Title: Board Clerk

Executed this 19th day of October, 2009 Contract Number # 092409



National Joint Powers Alliance®

Official

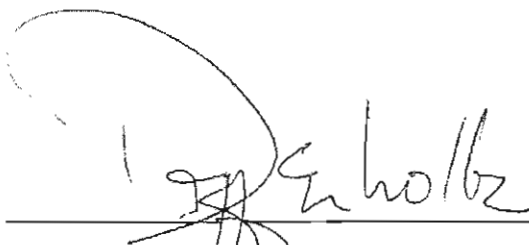
CERTIFICATE OF MEMBERSHIP

City of Carson City

Member # 81,616

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.




Duff Erholta, Membership Manager

Competitively Bid National Cooperative Contract Solutions

www.njpacoop.org



202 12th Street NE
P.O. Box 219
Staples, MN 56479

WELCOME NEWEST MEMBER OF NJPA!

Enclosed you will find our latest product catalog, and our "About Us" catalog. You have joined 40,000+ members in our Contract Purchasing cooperative, and we ask that you never forget that while your new membership is free, and comes with no organizational liability, it does come with the obligation that you are always 100% satisfied with the role NJPA plays in your future procurements. We believe in our competitively bid solutions, and feel confident that you will find value and savings throughout our purchasing catalog.

SO HOW DOES THE PURCHASING PROGRAM WORK?

You interact directly with the awarded vendor, or the assigned NJPA Contract manager to get pricing for the various contracts. Our website - <http://www.njpacoop.org/contract-purchasing-solutions/contracts> - is the best place to find both individuals and their contact information. Either can be an effective resource as you determine the value of each individual contract. The dedicated respondent employee listed in both the contract directory in this packet, and on our website is a great resource to insure communication with the local dealer who may actually be selling you a future commodity or service.

We would be happy to send additional packets if other departments within your organization require/desire them, and I am also always looking for purchasing groups to come and present to. If you want to help us, please tell someone else in your circle about our organization - getting the word out is still our greatest challenge. Once again, WELCOME to the world of NJPA! Please feel free to give us feedback on all of our procedures and our procurement process - the only way we get better is with your assistance! I look forward to meeting you in the future... I have included a card in the packet, but just in case...

Duff.Erholtz@NJPACOOOP.org
218.894.5490

A handwritten signature in dark ink, appearing to read "Duff E.", is written over a horizontal line. Below the signature, the website address "www.njpacoop.org" is printed in a small, sans-serif font.

www.njpacoop.org

