

Action: Approved | Denied | Other
 Date Action Taken: May 9, 2022
 Verified By: [Signature]
 Clerk's Note: Velock absent

**City of Wasilla
 Action Memorandum No. 22-09**

Contract Award To Pacific Power Group In The Amount Of \$87,527 For The Purchase Of A Standby Generator For Richmond Hills Booster Station.

Originator: April Dwyer, Purchasing
 Date: 4/26/2022

Agenda of: 5/9/2022

Route to:	Department Head	Signature	Date
X	Public Works Director	<u>[Signature]</u>	4/28/22
X	Finance Director	<u>[Signature]</u>	4-28-22
X	Deputy Administrator	<u>[Signature]</u>	5/2/22
X	City Clerk	<u>[Signature]</u>	5/2/22
X	Mayor	<u>[Signature]</u>	5/2/22

Fiscal Impact: yes or no

Funds Available: yes or no

Account name/number/amount:

320.4369.436.45.27 ARPA NEU Water \$87,527

Attachments: Pacific Power Group Bid (5 pages)
 Email and Quote (2 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 0323-1-2022/AD Richmond Hills Standby Generator. Bids were received from Washington Liftruck and Pacific Power Group and opened on April 6, 2022.

Pacific Power Group was the low bidder. The bid package was reviewed and is considered responsive to the requirements with a slight change to the enclosure that increased the original bid price of \$85,838 by \$1,689, for a total of \$87,527.

The procurement of the generator is for the upcoming Richmond Hills Booster Station and Site Improvements Project. 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 0323-1-2022/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 Backup Generator	DATE ITB ISSUED: March 23, 2022
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SEALED BIDS MUST BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED PRIOR TO 2:30 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.

Pacific Power Group	93-1153978	April 6, 2022
COMPANY SUBMITTING BID	FEDERAL TAX ID NUMBER	DATE


AUTHORIZED SIGNATURE

Michael V. Witham
PRINTED NAME

mwitham@pacificpowergroup.com
EMAIL ADDRESS

907-202-6663
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 200 kW generator per attached specifications FOB Wasilla with a one-year manufacturer's warranty. Contract award is scheduled for April 27, 2022.

TOTAL BID AMOUNT: \$ \$85,838.00

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.

Clarifications:

263213.2.6.B: Distribution panel will be single-phase in lieu of three-phase.

263213.2.6.B.2: Alternator winding anti-condensation strip heater will be provided in lieu of enclosure space heater.

263213.2.6.D.16: 48hr, 850gal sub-base fuel tank provided in lieu of 758gal sub-base fuel tank.

263213.1.8.A: 5yr/ 3000hr basic warranty Included.

Installation by others

Fuel supplied by others

NETA testing by others

LEAD TIME: 36-38 weeks ARO

Robert Walden

From: Witham, Michael <MWITHAM@pacificpowergroup.com>
Sent: Tuesday, April 19, 2022 10:31 AM
To: Robert Walden
Cc: MSchoming@crweng.com
Subject: Richmond Hills Generator - Updated Quote with Aluminum Enclosure
Attachments: PPG Quote 34891-01.pdf

Robert,

I discussed the enclosure options with Micah Schoming yesterday, and it was established that the powder coated aluminum enclosure option would be a sufficient alternative to the painted galvanized enclosure specified. The aluminum enclosure retains the 190mph wind rating as the steel enclosure originally proposed.

Attached is an updated quote for \$87,527.00, which is an increase of \$1,689.00 over the originally proposed unit with the steel enclosure.

Please feel free to contact me if you have any questions or concerns.

Thank you,

Michael V. Witham
Alaska Sales Manager

PACIFIC
POWER GROUP

7260 Homer Drive | Anchorage, Alaska 99518

Cell: 907.202.6663

www.PacificPowerGroup.com

PACIFIC POWER GROUP

QUOTE

TO: City of Wasilla
 Attn: Robert Walden
 Phone: 907-354-6661
 Email: rwalden@cityofwasilla.gov
 Project: Richmond Hills Backup Generator

Date: 4/19/2022
 From: Michael Witham
 Phone: 907-202-6663
 Email: MWITHAM@pacificpowergroup.com
 Quote #: 34891-01

Intu a Rolls-Royce solution Generator Set is rated at: 200kWe 480 Volt 3 ph

Engine		Genset Digital Controller	
<input checked="" type="checkbox"/> Unit mounted radiator	<input checked="" type="checkbox"/> Lube oil & antifreeze	<input checked="" type="checkbox"/> Overcurrent protection	<input type="checkbox"/> Analog meters
<input checked="" type="checkbox"/> Battery	<input checked="" type="checkbox"/> Engine block heater 240 volt	<input checked="" type="checkbox"/> Auxillary contacts	<input type="checkbox"/> Load shed provisions
<input checked="" type="checkbox"/> Battery charger	<input checked="" type="checkbox"/> Alarms	<input checked="" type="checkbox"/> Remote annunciator	<input type="checkbox"/> FCC remote
Fuel System		<input checked="" type="checkbox"/> RS 485	<input checked="" type="checkbox"/> Ethernet
<input type="checkbox"/> Nat gas	<input type="checkbox"/> LP gas	<input type="checkbox"/> LP liquid	<input checked="" type="checkbox"/> Modbus comm
<input checked="" type="checkbox"/> Diesel	<input type="checkbox"/> Auto change NG/LP gas	Indoor/Outdoor Application	
<input checked="" type="checkbox"/> Sub-base tank 850 gal	<input checked="" type="checkbox"/> UL 142	<input checked="" type="checkbox"/> Outdoor enclosure, dBA: 76 @ 23 feet	
<input type="checkbox"/> Free standing tank gal	<input type="checkbox"/> UL 2085	Silencer: <input type="checkbox"/> External <input checked="" type="checkbox"/> Internal	
<input type="checkbox"/> Remote fuel fill station	<input type="checkbox"/> Tank pumps & controls	<input type="checkbox"/> Indoor: Silencer & flexible exhaust connector	
Circuit Breaker		Miscellaneous	
<input checked="" type="checkbox"/> Breaker 1	350 Amps	<input type="checkbox"/> 100% rated	<input checked="" type="checkbox"/> UL 2200
<input type="checkbox"/> GFI	<input checked="" type="checkbox"/> Shunt trip	<input type="checkbox"/> Aux contacts	<input type="checkbox"/> Spare parts
<input type="checkbox"/> Breaker 2	_____ Amps	<input type="checkbox"/> 100% rated	<input type="checkbox"/> Aluminum Enclosure
<input type="checkbox"/> GFI	<input type="checkbox"/> Shunt trip	<input type="checkbox"/> Aux contacts	<input checked="" type="checkbox"/> Integral vibration isolation
<input type="checkbox"/> Breaker 3	_____ Amps	<input type="checkbox"/> 100% rated	<input type="checkbox"/> Loose spring isolators
<input type="checkbox"/> GFI	<input type="checkbox"/> Shunt trip	<input type="checkbox"/> Aux contacts	<input checked="" type="checkbox"/> Warranty 5/3000 years/ hours
Additional Genset Items: Level 3 190mph Aluminum Enclosure. PMG		<input checked="" type="checkbox"/> Jobsite start up with load bank	<input type="checkbox"/> O&M manuals
		<input type="checkbox"/> Preventative maintenance	<input checked="" type="checkbox"/> Training
			<input checked="" type="checkbox"/> Alternator heater

Automatic Transfer Switch			
Qty: _____	Poles: _____	NEMA: _____	<input type="checkbox"/> Standard open transition
Volts: _____	Amps: _____		<input type="checkbox"/> Delayed transition
WCR _____amps with coordinated breaker			<input type="checkbox"/> Closed transition
WCR _____amps .05 sec time based			<input type="checkbox"/> Service entrance rated
WCR _____amps with current limiting fuse			<input type="checkbox"/> Bypass isolation switch
Additional ATS options:		<input type="checkbox"/> In-phase monitor	
		<input type="checkbox"/> Exerciser	
		<input type="checkbox"/> Auxillary contacts	
		<input type="checkbox"/> Power meter	

Quick connects: Camlock panel _____ Amp Manual transfer switch _____ Amp Temp gen camlocks Load bank camlock

Clarifications:
 Generator and ATS quoted per specification sections: 263213.16
 Installation by others
 Fuel Supplied by others
 NETA Testing by others

Note: Mechanical and electrical installation, off-engine piping, exhaust insulation, ducting, mounting hardware, fuel, required permits and independent testing are not included unless specifically listed. Results of coordination studies (by others) may affect our scope and pricing.

Quoted Price: \$87,527.00

Taxes not included. FOB: Job site, unloading by others. Current lead time 36-38 weeks after submittal approval and release for production. Terms: Net 30 OAC subject to standard PPG credit terms and conditions of sale. Quote is only valid for 30 days.

This transaction is governed by and subject to the Terms of Agreement and Conditions of Sale and Service (the "Terms and Conditions") of Pacific Power Group Company ("Seller") that are in effect as of the date of this quote. The Terms and Conditions are available online at www.pacificpowergroup.com/terms and they are incorporated in full by this reference and made part of this transaction. Customer acknowledges that Customer has read the Terms and Conditions. By purchasing goods and/or services from Seller, Customer agrees to be bound by the Terms and Conditions that are set forth on the Seller's website; Customer's payment for and acceptance of the products and/or services described in this quote will confirm Customer's acceptance of the Terms and Conditions. Upon Customer's request, Seller will provide Customer with a hard copy of the Terms and Conditions. This quote is valid for 30 days unless otherwise stated. Unless otherwise noted, services are to be completed during normal business hours.

BID TOTALS

ITB: 0323-1-2022/AD

Richmond Hills Standby Generator

April 6, 2022 @ 2:30 pm

BIDDER	Washington Liftruck	Pacific Power Group			
TOTAL BID	\$110,963.35	\$85,838.00			

BIDDER					
TOTAL BID					

BIDDER					
TOTAL BID					