



Roll Call Number

22-0623

Agenda Item Number

46

Date April 18, 2022

APPROVING PROCUREMENT OF ONAN STANDBY GENERATOR MAINTENANCE SERVICES FROM CUMMINS, INC., AND APPROVING USE OF STATE OF IOWA CONTRACT 21233A AND AGREEMENT WITH CUMMINS, INC.

WHEREAS, the Public Works Department requested the Finance Department Procurement Division to procure maintenance and repair services for pump station Onan generators; and

WHEREAS, the Procurement Administrator has determined that Onan Standby Generator Maintenance Services have been competitively bid and are available from Cummins, Inc., 1680 NE 51st Ave., Des Moines, IA 50313, per State of Iowa Contract 21233A; and

WHEREAS, Municipal Code Section 2-726(k) provides for the purchase of goods or services from contracts established by the State of Iowa Department of Administrative Services, the Iowa Department of Transportation, or the Iowa Communications Network pursuant to procedures established by Iowa Code Chapter 8A and rules and regulations promulgated thereunder, without conforming to the competitive bidding requirements of the Procurement Division; and

WHEREAS, funding at an annual estimated total cost of \$80,000.00 is available from Public Works Operating Budget, PW247412, PW247414/526030.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that:

1. The purchase of Standby Power System Maintenance Services, at an annual cost not-to-exceed \$80,000.00 and per the general terms and pricing of State of Iowa contract 21233A with Cummins, Inc., is hereby approved.
2. The Short Form Agreement – City Contract No. J22-345 between the City and Cummins, Inc., in substantially the form on file with the City Clerk, supplementing State of Iowa Contract 21233A with terms specific to the City’s procurement, is hereby approved and the City Manager is directed to execute said Agreement.

(Council Communication No. 22-162) Moved by Gatto to adopt.

Second by Boesen.

Approved as to Form:

/s/ Glenna K. Frank
Glenna K. Frank, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
SHEUMAKER	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED 7 APPROVED
J. M. Franklin Cownie Mayor

P. Kay Cmelik City Clerk

**City of Des Moines
Finance Department – Procurement Division
City Hall 500 Robert D Ray Drive
Des Moines, IA 50309-1891
515-283-4228**

SHORT FORM AGREEMENT – CITY CONTRACT NO. J22-345

Contractor Cummins, Inc. 1680 NE 51 st Ave Des Moines, IA 50313	Department City of Des Moines Public Works 216 SE 5 th St. Des Moines, IA 50309
Contract Commencement Date:	Contract Termination Date: To coincide with DAS 21233A- January 29, 2023
Shipping Terms: FOB Destination	Payment Terms: 60 Days

1. Scope of Services

This Agreement between the City of Des Moines and Cummins, Inc for **Electrical Energy Power Generation with Related Parts, Supplies, and Services** is governed by the terms and conditions of State of Iowa Department of Administrative Services (DAS) Participating Addendum #21233a to contract #120617-CCM between Sourcewell and Cummins Inc. Agreements #21233a and #120617-CCM are incorporated herein by reference. In the event of conflict or inconsistency between the terms of this Agreement and #21233a and 120617-CCM, the terms of this Agreement shall govern and control and the order of preference between #21233a and #120617-CCM shall be as follows: (1) #21233a and (2) #120617-CCM. All capitalized terms shall have the same meaning as in #21233a. Except as modified herein, all other terms and conditions of #21233a and #120617-CCM shall remain in full force and effect.

In addition to the terms and conditions of #21233a and #120617-CCM, the City of Des Moines and Cummins Inc. hereby agree to the special provisions as follows:

2. Service Calls and Quotes Required for Service/Parts Exceeding \$3,500

The City will notify Cummins by phone or email for services/parts as needed by the City. Cummins shall promptly provide written estimates.

All service/parts services and/or parts procured expected to exceed \$3500 per job order by City require a detailed quote per #21233 / #120617-CCM.

Estimates exceeding \$25,000 require written confirmation from the Procurement Division regarding the need for a performance/payment/maintenance bond prior to acceptance of such estimate.

3. Notices, Payments and Invoices

All notices which the parties are authorized or required to give one another pursuant to this Agreement, and all reports, payments and invoices, shall be in writing and may be e-mailed or personally delivered. Such notices, reports, payments and invoices shall be personally delivered or e-mailed to the following persons at the addresses listed:

Invoices: FIN-AP@dmgov.org

All other notices and communications:

Contractor

Cummins, Inc.
Attn: Will Siebels
1680 NE 51st Ave.
Des Moines, IA 50313
will.c.siebels@cummins.com
319-270-7212
319-366-7537 x471

City

City of Des Moines
Attn: Procurement Division
400 Robert D. Ray Dr.
Des Moines, IA 50309
JNJohnson@dmgov.org
515-283-4228

4. **Pricing information**

Pricing and service fees shall be as provided in #21233 / #120617-CCM.

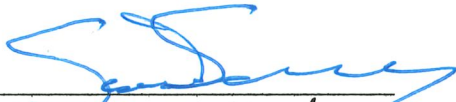
5. **Miscellaneous**

- a. The City shall cooperate with Contractor in connection with the performance of its services hereunder, including providing Contractor with reasonable and timely access to the City's information and facilities.
- b. Contractor shall comply, at all times during the term of this Agreement, at its own cost and expense, with all applicable present and future ordinances and laws of the City of Des Moines, Iowa, and of applicable County or State government or of the United States Government, and of any political division, subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances with respect to the matters hereunder.
- c. This Agreement, including #21233a and #120617-CCM, represents the whole agreement of the parties and any modification requires a written amendment executed by the parties.
- d. **Shipment shall be FOB Destination**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF DES MOINES, IOWA

CUMMINS, INC.



Scott Sanders
City Manager

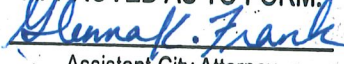
4/18/22



Will Siebels

4/11/2022

APPROVED AS TO FORM:



Assistant City Attorney