

CITY OF GOSHEN, INDIANA



INVITATION TO BID- SPECIFICATION DOCUMENTS *REVISED DEADLINE*

Description: Purchase and Installation of Diesel Generator Set and Automatic Transfer Switch

Due Date and Time: August 29, 2024, at 3:45 pm.

Contact: Brandy L. Toms

Telephone Number: (574) 537-3816

CITY OF GOSHEN
PURCHASE AND INSTALLATION OF ONE (1) DIESEL GENERATOR SET

INVITATION

The City of Goshen Board of Public Works and Safety is soliciting sealed offers for the purchase and installation of one (1) diesel generator set.

Offers are also being solicited for an optional item. The city reserves the right to select the optional offer.

The Specification Documents may be obtained from the City of Goshen's Clerk-Treasurer's Office, 202 South Fifth St., Goshen, IN 46528 or the City of Goshen's current Bidding Opportunities portal at <https://goshenindiana.org/bidding-opportunities>. The City shall not be responsible for documents obtained from any other source.

Offers shall be submitted in accordance with the Instructions to Bidders and all contractual terms and conditions that are included in the Specification Documents. In addition to price, offers will be evaluated based on whether the bidder is responsible, and if the bidder's offer is responsive.

Offers shall be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until **3:45 p.m. August 29, 2024** at which time all offers received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud. The Board meeting will be held in City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.

The City of Goshen Board of Public Works and Safety reserves the right to reject any and all offers, delete any portions thereof, to waive any informalities or irregularities in any bid received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder. Award of contract is contingent on the availability of funds.

INSTRUCTIONS

This section contains instructions regarding the preparation and submittal of offers. Please note these instructions may not contain all applicable requirements. Careful reading of the entire solicitation is critical. Failure to read the solicitation in its entirety or to follow the instructions may lead to the rejection of your offer. For the context of this solicitation, the use of the words contractor, vendor, supplier, or Bidder all have the same meaning for the company/business submitting an offer.

1. Examination and Representation.

Before submitting an offer, the Bidder shall carefully examine these Specification Documents to fully inform themselves with the limitations and conditions under which the equipment is to be purchased and all other relevant matters that may affect the cost, progress, performance or furnishing of the equipment including applicable local, state, or federal laws and regulations.

The Bidder agrees that the Bidder shall make no claim against the City of Goshen because of estimates or statements made by any City officer or agent, which may prove to be in any respect erroneous, inconsistent or an addition to any terms or conditions of these written documents. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve the Bidder of any obligations with respect to its offer submitted or contract executed.

2. Requests for Clarifications and Addenda.

All requests for clarification to this solicitation must be received at least seven (7) business days before the opening date to allow for the issuance of any addendums determined by the City to be necessary. Requests shall be made in writing and may be directed to the City of Goshen Legal Department, Municipal Building Annex, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or emailed to legal@goshencity.com.

Inquiries should reference the applicable section, paragraph, and/or page number. Interpretations or clarifications determined necessary by the City in response to such questions will be issued by addenda mailed, faxed or otherwise delivered to all parties recorded by the City as having received Specification Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3. Specifications and Exceptions.

Unless stated otherwise in this solicitation, the equipment requested shall be that which is under standard production at the time of the order, and no used or refurbished items will be accepted. Unless specifically stated otherwise in the solicitation, the name of a certain brand, model or manufacturer referenced in the specification is not intended to restrict competition, but is to indicate the general style, type, character, and quality of the product desired. The equipment described in the Specification Documents establish minimum requirements or a standard of required function, dimension, appearance or quality. It is not the intent of the City to write out manufacturers or vendors of the vehicle that are equal or better than what is specified.

A Bidder may offer any brand, model or manufacturer which meets or exceeds that named in the specifications, provided the Bidder can demonstrate that the exception will meet or exceed the needs of the City.

The Bidder shall clearly detail in writing any deviation from or exception taken to the stated specifications. Any product, materials or method that the City of Goshen, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Bidder submits information that details how the method and/or equipment offered for substitution will meet or exceed the minimum requirements or criteria and quality to that named in the Specification Documents. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the Bidder shall be held liable for strict compliance.

4. Trade-In Allowance.

The Water & Sewer Department is asking to include any trade-in, scrap, or core value, if applicable, to be listed as an option to be considered by the City along with any bid. Bidders may inspect this item by contacting Marv Shepherd at (574) 534-5503. Bidders should include with their proposal an amount to be allowed against the purchase price for the trade-in, scrap, or core value. Upon evaluation of the proposals received, the City of Goshen reserves the right to apply the trade-in, scrap, or core value allowance toward the purchase price. Bidder agrees to take the old unit with them upon completion of the installation regardless of any trade-in, scrap, or core value applied.

5. Voluntary Alternates.

If a Bidder has an alternate offer that the Bidder believes would meet the needs of the City of Goshen, the Bidder may submit the alternate offer in addition to an offer based on the City's Specification Documents. An alternate offer will be individually considered as a voluntary alternate and will be subject to the approval and acceptance of the City. A voluntary alternate will not, however, be considered in the determination of the lowest responsible and responsive Bidder unless City deems such an alternate to be equal or better than the requirements of the Specification Documents.

6. Descriptive Literature.

Bidder shall submit with their offer the manufacturer's name of the product to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. It is the Bidder's responsibility to clearly identify the equipment being offered and to provide sufficient descriptive literature, catalog cuts, technical data, etc. to enable the City to determine if the equipment offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in deeming your offer non-responsive.

7. Trusts

In accordance with Indiana Code 5-22-3-5, an offer submitted by a trust (as defined by Indiana Code 30- 4-1-1) must identify the beneficiary of the trust and the settlor empowered to revoke or modify the trust.

8. Business Certification.

The Bidder must complete the Business Certification page to identify the form of business organization the Bidder is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the State of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must

agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's Office may result in a determination that a corporation is non-responsible and a contract awarded to that corporation may be canceled.

9. Non-Collusion.

All Bidders must sign and have notarized the Non-Collusion Affidavit to certify that the Bidder has not entered into a combination or agreement relative to the price to be offered by any person; to prevent a person from quoting; or to induce a person to refrain from quoting; and that the Bidder's offer is made without reference to any other bid. Any offer found to be collusive will be rejected. Should the City discover that the successful Bidder's affidavit is false, the City shall declare the contract forfeited and award a new contract.

10. Contracting with Relatives.

Pursuant to Indiana Code §36-1-21, if the Bidder is wholly or partially owned by a relative of a City of Goshen elected official, the Bidder shall disclose this in writing to City. Such disclosure to City shall be included with the Bidder's proposal.

11. Preparation and Submittal of Offers.

- A. Response to this solicitation is an offer to contract with the City of Goshen.
- B. Bidders must complete and submit all pages/forms requesting information that are included with this solicitation. Offers shall be typed or legibly printed in ink. The offer must be signed by an authorized representative of the Bidder. An offer may be rejected if any required forms or information requested are incomplete or omitted and/or if an offer contains any alterations or erasures that are not initialed by the person signing the offer.
- C. All offers shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
 - 1. Bidder name and address;
 - 2. The words, "DIESEL GENERATOR SET"; and
 - 3. Date and time of opening (as indicated on the Invitation for Bids).
- D. If an offer is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the outer envelope.
- E. In order to protect the integrity of the sealed quoting process, failure to properly identify an offer according to these instructions may result in a disqualification of an offer from consideration.
- F. The Bidder will assume full responsibility for the timely delivery of their offer.
- G. No facsimiles or emails of offers will be accepted.
- H. All offers submitted become the property of the City and are a matter of public record.

12. Withdrawal or Modification of Offers.

Any modifications made to an offer before submittal must be initialed in ink by the Bidder's authorized representative. A Bidder may, upon written request, modify or withdraw their offer at any time prior to the opening date and time. A request to modify or withdraw an offer must be signed by the same person or persons who signed the original offer submitted. No offer may be modified or withdrawn after the opening of the offers.

13. Alteration or Variation of Terms.

The terms and conditions of the award will be those listed in this solicitation package and the resulting contract. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this solicitation or resulting contract shall be binding unless specifically agreed to in writing by the City. Further, no oral understanding or agreement shall be binding unless specifically agreed to in writing by the City.

14. Opening of Offers.

The offers received will be opened in public by the Board of Public Works and Safety at the time and place shown in the Invitation for section. The reading of the offers, however, does not determine the award of the contract.

15. Evaluation of Offers and Award.

- A. The City of Goshen reserves the right to reject any and all offers, delete portions of the project, or to waive any informalities or irregularities in any offer received.
- B. In evaluating offers, the City may consider:
 - 1. Whether the Bidder has submitted an offer that complies in all material respects to the Specification Documents.
 - 2. Whether the Bidder has submitted an offer that complies specifically with the invitation and Instructions sections.
 - 3. Whether the Bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a contract.
 - 4. The qualifications of the Bidder, including the ability and capacity of the Bidder to provide the generator described in the Specification Documents; the integrity, character, and reputation of the Bidder; and the competency and experience of the Bidder.
 - 5. Cost of the vehicle to be purchased, including which alternate is most advantageous to the City where alternate offers are submitted.

GENERAL TERMS AND CONDITIONS

This section contains the general terms and conditions that will be part of the contract if a Bidder's offer is accepted by the City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties.

1. Effective Date; Contract Term.

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the vendor.

2. Delivery

Bidder shall provide the equipment within forty (40) weeks of the effective date of the contract. Delivery shall be to City's Hilltop Booster Station, 111 Hilltop Road, Goshen, Indiana. Two (2) complete sets of parts and service manuals (electronic version acceptable) shall be included with delivery.

3. Basis of Proposals; Price

- A. City shall pay Bidder for the equipment based on a lump sum price.
- B. Prices shall cover and include all costs necessary to provide the equipment in accordance with these Specification Documents, including any incidentals whether or not specifically called for in these documents.
- C. The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt. A tax exemption certificate will be provided if requested. City will not be responsible for any taxes levied on the Bidder as a result of this contract. However, if it is later determined a tax must be paid by the City of Goshen, the contract price will be adjusted to reflect this liability.

4. Payment.

- A. City shall pay Bidder for the generator under this contract upon Bidder's satisfactory delivery and City's acceptance of the generator.
- B. Payment shall be upon City's receipt of a detailed invoice from Bidder. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
Water & Sewer Department
308 N. 5th Street
Goshen, IN 46528

- C. Payment will be made forty-five (45) days following receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- D. Bidder is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office.
- E. Any payment made by City before final acceptance of the equipment shall not affect the obligation of the contractor to repair or replace any defective parts or otherwise correct the equipment.

5. Risk of Loss

Vendor agrees to bear all risks of loss, or destruction of goods and materials ordered herein which occur prior to delivery of the equipment. Such loss, injury or destruction shall not release the vendor from any obligation hereunder.

6. FOB Destination.

All equipment purchased shall be shipped FOB destination freight prepaid and included. No additional charges will be allowed for packing, handling, shipping containers or partial delivery costs. Delivery shall be to 111 Hilltop Road, Goshen, Indiana.

7. Warranty.

- A. All guarantees and warranties shall be clearly stated and submitted with the offer. The vendor and manufacturer shall warrant the generator & transfer switch furnished under this contract for two (2) years after acceptance. This warranty shall survive any inspection, delivery, acceptance, or payment by the City of Goshen for the vehicle furnished.
- B. Under this guarantee, the vendor agrees to make good without delay and at their own expense any failure of any such parts due to faulty materials, construction, or installation, or to the failure of any such generator to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by the failure.
- C. Any such work required due to the fault or negligence of the vendor shall also be provided by the vendor at no additional charge.

8. Manufactured in United States.

- A. Unless specifically stated otherwise in these Specification Documents, in accordance with Indiana Code §5-22-15-21, the equipment offered for purchase by City shall be manufactured in the United States.
- B. Unless specifically state otherwise in these Specification Documents, in accordance with Indiana Code §5-22-15-25, if any steel products are used in the manufacture of the equipment offered for purchase by City or the equipment used in the performance of services under the contract by the contractor or subcontractor, the steel products must be manufactured in the United States.

9. Inspection.

All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specifications Document, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at vendor's expense or to require at vendor's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

10. Force Majeure.

- A. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- B. If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

11. Default.

- A. If Bidder fails to deliver the equipment or comply with the provisions of this contract, then Bidder may be considered in default.
- B. It shall be mutually agreed that if Bidder fails to deliver the equipment or comply with the provisions of this contract, City shall issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Bidder shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar equipment in any manner deemed proper by the City, and Bidder shall be liable to the City for any excess costs incurred.
- C. Vendor may also be considered in default by the City if any of the following occur:
 - 1. There is a substantive breach by vendor of any obligation or duty owed under the provisions of this Contract.
 - 2. Vendor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - 4. Vendor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - 5. A receiver, trustee, or similar official is appointed for vendor or any of vendor's property.
 - 6. Vendor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders vendor unable to provide the equipment described under these Specification Documents.
 - 7. The contract or any right, monies or claims are assigned by vendor without the consent of the City.

12. Termination.

- A. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Vendor shall be paid for all equipment provided and expenses reasonably incurred prior to notice of termination.
- B. The City may terminate this contract, in whole or in part, in the event of default by vendor. City shall first issue written notice of default to vendor and give vendor the opportunity to cure.
- C. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

13. Subcontracting or Assignment of Contract.

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any

portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

14. Amendments.

No alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

15. Waiver of Rights.

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

16. Applicable Laws.

The vendor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

17. Miscellaneous

- A. Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.
- B. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.
- C. These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- D. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

18. Severability.

In the event that any provision of this contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision of the contract.

19. Authority to Bind.

Notwithstanding anything in the contract to the contrary, the signatory for the vendor submitting an offer represents that he or she has been duly authorized to execute these documents on behalf of the vendor and has obtained all necessary or applicable approvals to make the offer submitted fully binding upon the vendor when his or her signature is affixed and is not subject to further acceptance.

GENERAL INFORMATION

IN GENERAL:

The purpose of following pages is to provide minimum specifications for a new Generator and Transfer Switch that meet the needs and desires of the City of Goshen Water Department. It establishes essential criteria for the design, performance, equipment.

Bidders must indicate their compliance with the detailed specifications. Any exceptions from what is specified, including additions, deletions or variations, must be stated. Otherwise, it will be considered that all items offered meet the specifications as written and the successful Bidder will be responsible for delivering equipment meeting those requirements. **This information must be submitted to the City with the Bidder's proposal.** Failure to indicate compliance with the detailed specifications may deem a Bidder proposal to be unresponsive.

Purchaser to be identified as follows on the certificate of the original bill of sale: City of Goshen, 202 S. 5th Street, Goshen, Indiana, 46528.

Delivery shall be on or before forty (40) calendar days from receipt of a notice to proceed from the City.

Offers are also being solicited for a certain optional item. The City reserves the right to select any, all or none of the optional offers.

Product Specifications

Diesel Generator & Automatic Transfer Switch

This specification covers diesel-fueled generator sets that are rated at 150.0 KW and operating at up to 600VAC. Optional text to describe digital controls which are optimized for paralleling applications is included. The paralleling features described are appropriate for automatic paralleling with other generator sets on an isolated bus, as well as for utility paralleling applications. The codes and standards that are referenced are typical for North American applications.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The City is looking for a Diesel Genset 60hz 150 kW that will meet the needs outlined below. Along with an Automatic Transfer Switch (ATS).

1.3 DEFINITIONS

- A. Emergency Standby Power (ESP): Per ISO 8528: The maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 200 hours of operation per year with the maintenance intervals and procedures being carried out as prescribed by the manufacturers. The permissible average power output (Ppp) over 24 hours of operation shall not exceed 70 percent of the ESP unless otherwise agreed by the RIC engine manufacturer.

Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective device.
 - 3. Sound test data, based on a free field requirement.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, and location and size of each field connection.
 - 1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
 - 2. Wiring Diagrams: Control interconnection, Customer connections.
- C. Certifications:

1. Submit statement of compliance which states the proposed product(s) is certified to the emissions standards required by the location for EPA, stationary emergency application.

1.5 INFORMATIONAL SUBMITTALS

A. Source quality-control test reports.

1. Certified summary of prototype-unit test report. See requirements in Part 2 "Source Quality Control" Article Part A. Include statement indicating torsional compatibility of components.
2. Certified Test Report: Provide certified test report documenting factory test per the requirements of this specification, as well as certified factory test of generator set sensors per NFPA110 level 1.
3. List of factory tests to be performed on units to be shipped for this Project.
4. Report of exhaust emissions and compliance statement certifying compliance with applicable regulations.

B. Warranty:

1. Submit manufacturer's warranty statement to be provided for this Project.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 100 of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- D. Comply with NFPA 37 (Standard For the Installation and Use of Stationary Combustion Engines and Gas Turbines).
- E. Comply with NFPA 70 (National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702).
- F. Comply with NFPA 110 (Emergency and Standby Power Systems) requirements for Level 1 emergency power supply system.
- G. Comply with UL 2200.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 1. Ambient Temperature: 0.0 degrees F
 2. Relative Humidity: 0 to 95 percent.
 3. Altitude: Sea level to 1000.0 feet (304.8 m).

1.8 WARRANTY

- A. Base Warranty: Manufacturer shall provide base warranty coverage on the material and workmanship of the generator set for a minimum of twenty-four (24) months for Standby product.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: The basis for this specification Cummins Power Generation. Approved equals may be considered if equipment performance is shown to meet the requirements herein.

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
 - 1. Rigging Information: Indicate location of each lifting attachment, generator-set center of gravity, and total package weight in submittal drawings.
- C. Capacities and Characteristics:
 - 1. Power Output Ratings: Electrical output power rating for Standby operation of not less than 150.0, at 80 percent lagging power factor, 277/480, Series Wye, Three phase, 3 -wire, 60 hertz.
 - 2. Alternator shall be capable of accepting maximum 607.0 kVA in a single step and be capable of recovering to a minimum of 90% of rated no load voltage. Following the application of the specified kVA load at near zero power factor applied to the generator set.
 - 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of components. The engine-generator nameplate shall include information of the power output rating of the equipment.
- D. Generator-Set Performance:
 - 1. Steady-State Voltage Operational Bandwidth: 0.5 percent of rated output voltage from no load to full load.
 - 2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable voltage within 10 seconds.
 - 3. Steady-State Frequency Operational Bandwidth: 0.25 percent of rated frequency from no load to full load.
 - 4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
 - 5. Transient Frequency Performance: Not more than 15 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable frequency within 10 seconds.
 - 6. Output Waveform: At full load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for any single harmonic. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50.
 - 7. Sustained Short-Circuit Current: (For engine-generator sets using a PMG-excited alternator). For a 3-phase, bolted short circuit at system output terminals, system shall

supply a minimum of 300 percent of rated full-load current for not less than 8 seconds without damage to generator system components. For a 1-phase, bolted short circuit at system output terminals, system shall regulate both voltage and current to prevent over-voltage conditions on the non-faulted phases.

8. Start Time: Comply with NFPA 110, Level 1, Type 10, system requirements.
9. Ambient Condition Performance: Engine generator shall be designed to allow operation at full rated load in an ambient temperature under site conditions, based on highest ambient condition. Ambient temperature shall be as measured at the air inlet to the engine generator for enclosed units, and at the control of the engine generator for machines installed in equipment rooms.

2.3 ENGINE

- A. Fuel: ASTM D975 #2 Diesel Fuel
- B. Rated Engine Speed: 1800RPM.
- C. Lubrication System: The following items are mounted on engine or skid:
 1. Lube oil pump: shall be positive displacement, mechanical, full pressure pump.
 2. Filter and Strainer: Provided by the engine manufacturer of record to provide adequate filtration for the prime mover to be used.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Engine Fuel System: The engine fuel system shall be installed in strict compliance to the engine manufacturer's instructions
- E. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
- F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity and performance.
 1. Designed for operation on a single 120 VAC, Single phase, 60Hz power connection. Heater voltage shall be shown on the project drawings.
 2. Installed with isolation valves to isolate the heater for replacement of the element without draining the engine cooling system or significant coolant loss.
 3. Provided with a 12VDC thermostat, installed at the engine thermostat housing
- G. Governor: Adjustable isochronous, with speed sensing. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate as appropriate to the state of the engine generator. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed, and operating in various isochronous states.
- H. Cooling System: Closed loop, liquid cooled
 1. The generator set manufacturer shall provide prototype test data for the specific hardware proposed demonstrating that the machine will operate at rated standby load in an outdoor ambient condition of.

2. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 3. Size of Radiator overflow tank: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 4. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 5. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 6. Duct Flange: Generator sets installed indoors shall be provided with a flexible radiator duct adapter flange.
- I. Muffler/Silencer: Selected with performance as required to meet sound requirements of the application, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements. For generator sets with outdoor enclosures the silencer shall be inside the enclosure.
 - J. Air-Intake Filter: Engine-mounted air cleaner with replaceable dry-filter element and restriction indicator.
 - K. Starting System: 12V, as recommended by the engine manufacturer; electric, with negative ground.
 1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 2. Cranking Cycle: As required by NFPA 110 for level 1 systems.
 3. Battery Cable: Size as recommended by engine manufacturer for cable length as required. Include required interconnecting conductors and connection accessories.
 4. Battery Compartment: Factory fabricated of metal with acid-resistant finish.
 5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation. The battery charging alternator shall have sufficient capacity to recharge the batteries with all parasitic loads connected within 4 hours after a normal engine starting sequence.
 6. Battery Chargers: Unit shall comply with UL 1236, provide fully regulated, constant voltage, current limited, battery charger for each battery bank. It will include the following features:
 - a. Operation: Equalizing-charging rate based on generator set manufacturer's recommendations shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 20 deg C to plus 40 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.

- d. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
- e. Provide LED indication of general charger condition, including charging, faults, and modes. Provide a LCD display to indicate charge rate and battery voltage. Charger shall provide relay contacts for fault conditions as required by NFPA110.
- f. Enclosure and Mounting: NEMA, Type 1, wall-mounted cabinet.

2.4 FUEL OIL STORAGE

- A. Comply with NFPA 30.
- B. Sub Base-Mounted Fuel Oil Tank: Provide a double wall secondary containment type sub base fuel storage tank. The tank shall be constructed of corrosion resistant steel and shall be UL 142 listed and labeled. The fuel tank shall include the following features:
 - 1. Capacity: Fuel for 24 Hour(s) continuous operation at 100 percent rated power output.
 - 2. Tank rails and lifting eyes shall be rated for the full dry weight of the tank, genset, and enclosure.
 - 3. Electrical stub up(s)
 - 4. Normal & emergency vents
 - 5. Lockable fuel fill
 - 6. Mechanical fuel level gauge
 - 7. High and low level switches to indicate fuel level
 - 8. Leak detector switch
 - 9. Sub base tank shall include a welded steel containment basin, sized at a minimum of 110% of the tank capacity to prevent escape of fuel into the environment in the event of a tank rupture.
 - 10. Fill port with overfill prevention valve (OFPV)
 - 11. 5-gallon fill/spill dam or bucket
 - 12. Tank design shall meet the regional requirements for the Project location
 - 13. Shall have a 4-20 Milliamp signal for fuel monitoring purposes.

2.5 CONTROL AND MONITORING

- A. Engine generator control shall be microprocessor based and provide automatic starting, monitoring, protection and control functions for the unit.
- B. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. (Switches with different configurations but equal functions are acceptable.) When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation

of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.

- C. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- D. Configuration: Operating and safety indications, protective devices, system controls, engine gages and associated equipment shall be grouped in a common control and monitoring panel. Mounting method shall isolate the control panel from generator-set vibration. AC output power circuit breakers and other output power equipment shall not be mounted in the control enclosure.
- E. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 1 system, and the following:
 - 1. AC voltmeter (3-phase, line to line and line to neutral values).
 - 2. AC ammeter (3-phases).
 - 3. AC frequency meter.
 - 4. Ammeter-voltmeter displays shall simultaneously display conditions for all three phases.
 - 5. Emergency Stop Switch: Switch shall be a red “mushroom head” pushbutton device complete with lock-out/tag-out provisions. Depressing switch shall cause the generator set to immediately stop the generator set and prevent it from operating.
 - 6. Fault Reset Switch: Supply a dedicated control switch to reset/clear fault conditions.
 - 7. DC voltmeter (alternator battery charging).
 - 8. Engine-coolant temperature gauge.
 - 9. Engine lubricating-oil pressure gauge.
 - 10. Running-time meter.
 - 11. Generator-voltage and frequency digital raise/lower switches. Rheostats for these functions are not acceptable. The control shall adjustment of these parameters in a range of plus or minus 5% of the voltage and frequency operating set point (not nominal voltage and frequency values.) The voltage and frequency adjustment functions shall be disabled when the paralleling breaker is closed.
 - 12. Fuel tank derangement alarm.
 - 13. Fuel tank high-level shutdown of fuel supply alarm.
 - 14. AC Protective Equipment: The control system shall include over/under voltage, reverse kVAR over current, loss of voltage reference, and over excitation shut down protection. There shall be a overload warning, and overcurrent warning alarm.
 - 15. Status LED indicating lamps to indicate remote start signal present at the control, existing shutdown condition, existing alarm condition, not in auto, and generator set running.
 - 16. A graphical display panel with appropriate navigation devices shall be provided to view all information noted above, as well as all engine status and alarm/shutdown conditions (including those from an integrated engine emission control system). The display shall

also include integrated provisions for adjustment of the gain and stability settings for the governing and voltage regulation systems.

17. Panel lighting system to allow viewing and operation of the control when the generator room or enclosure is not lighted.
 18. Data Logging: The control system shall log the latest 20 different alarm and shut down conditions, the total number of times each alarm or shutdown has occurred, and the date and time the latest of these shutdown and fault conditions occurred.
 19. DC control Power Monitoring: The control system shall continuously monitor DC power supply to the control, and annunciate low or high voltage conditions. It shall also provide an alarm indicating imminent failure of the battery bank based on degraded voltage recover on loading (engine cranking).
- F. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 1 systems. Include necessary contacts and terminals in control and monitoring panel.
1. Overcrank shutdown.
 2. Coolant low-temperature alarm.
 3. Control switch not in auto position.
 4. Battery-charger malfunction alarm.
 5. Battery low-voltage alarm.
 6. Overspeed Shutdown alarm
- G. Remote Alarm Annunciator: Comply with NFPA 110. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition.
- H. Remote Emergency-Stop Switch: Flush; wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

2.6 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H
- D. Temperature Rise: 120 / Class H environment.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, over speed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Permanent Magnet Generator (PMG) shall provide excitation power for optimum motor starting and short circuit performance.
- G. Enclosure: Drip-proof.
- H. Voltage Regulator: SCR type, separate from exciter, providing performance as specified. The voltage regulation system shall be microprocessor-controlled, full wave rectified, and provide a pulse-width modulated signal to the exciter. No exceptions or deviations to these requirements will be permitted.
- I. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

- J. Subtransient Reactance: 15 percent maximum, based on the rating of the engine generator set.

2.7 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Weather Aluminum housing. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Instruments, control, and battery system shall be mounted within enclosure.
- B. Construction:
 - 1. Hinged Doors: With padlocking provisions. Restraint/Hold back hardware to prevent door to keep door open at 180 degrees during maintenance. Rain lips over all doors.
 - 2. Exhaust System:
 - a. Muffler Location: Within enclosure.
 - 3. Hardware: All hardware and hinges shall be stainless steel.
 - 4. Wind Rating: Wind rating shall be 150 mph
 - 5. Mounting Base: Will be done by city personnel once the bid is awarded and the specs for the concrete and conduit are given to city personnel.
 - 6. A weather protective enclosure shall be provided which allows the generator set to operate at full rated load with a static pressure drop equal to or less than 0.5 inches of water.
- C. Engine Cooling Airflow through Enclosure: Housing shall provide ample airflow for engine generator operation at rated load in an ambient temperature of 40 deg C.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge.
- D. Sound Performance: Reduce the sound level of the engine generator while operating at full rated load to a maximum of 72 dBA measured at any location 7 m from the engine generator in a free field environment.
- E. Site Provisions:
 - 1. Lifting: Complete assembly of engine generator, enclosure, and sub base fuel tank (when used) shall be designed to be lifted into place as a single unit, using spreader bars.

2.8 VIBRATION ISOLATION DEVICES

- A. Vibration Isolation: Generators installed on grade shall be provided with elastomeric isolator pads integral to the generator, unless the engine manufacturer requires use of spring isolation.

2.9 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Powder-coated and baked over corrosion-resistant pretreatment and compatible primer. Manufacturer's standard color or as directed on the drawings.

2.10 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 - 1. Tests: Comply with NFPA 110, Level 1 Energy Converters. In addition, the equipment engine, skid, cooling system, and alternator shall have been subjected to actual prototype tests to validate the capability of the design under the abnormal conditions noted in NFPA110. Calculations and testing on similar equipment which are allowed under NFPA110 are not sufficient to meet this requirement.

- B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
1. Test engine generator set manufactured for this Project to demonstrate compatibility and functionality.
 2. Full load run.
 3. Maximum power.
 4. Voltage regulation.
 5. Steady-state governing.
 6. Single-step load pickup.
 7. Simulated safety shutdowns.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation, application, and alignment instructions and with NFPA 110.
- B. Equipment shall be installed by the contractor in accordance with final submittals and contract documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.
- C. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The contractor shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment supplier.
- D. Installer must provide a backup generator that must be at least 150kw until new install is complete. This site cannot be down for consecutive days if a power outage occurs during installation.
- E. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.
- F. Equipment shall be initially started and operated by representatives of the manufacturer. All protective settings shall be adjusted as instructed by the consulting engineer.
- G. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.
- H. On completion of the installation by the electrical contractor, the generator set supplier shall conduct a site evaluation to verify that the equipment is installed per manufacturer's recommended practice.
- I. Old generator must be removed from site, and disposed up properly, by Bidder upon completion of installation.

3.2 ON-SITE ACCEPTANCE TEST

- A. The complete installation shall be tested to verify compliance with the performance requirements of this specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Contractor. The Engineer shall be notified in advance and shall have the option to witness the tests. The generator set manufacturer shall provide a site test specification covering the entire system. Tests shall include:
- B. Prior to start of active testing, all field connections for wiring, power conductors, and bus bar connections shall be checked for proper tightening torque.
- C. Installation acceptance tests to be conducted on site shall include a "cold start" test, a two hour full load (resistive) test, and a one-step rated load pickup test in accordance with NFPA 110. Provide a resistive load bank and make temporary connections for full load test, if necessary.
- D. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service, and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with site personnel.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

3.4 SERVICE AND SUPPORT

- A. The generator set supplier shall maintain service parts inventory for the entire power system at a central location which is accessible to the service location 24 hours per day, 365 days per year. The inventory shall have a commercial value of \$3 million or more. The manufacturer of the generator set shall maintain a central parts inventory to support the supplier, covering all the major components of the power system, including engines, alternators, control systems, paralleling electronics, and power transfer equipment. The manufacturer shall maintain model and serial number records of each generator provided for at least 20 years.
- B. The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical power system replacement parts in the local service location. Service vehicles shall be stocked with critical replacement parts. The service organization shall be on call 24 hours per day, 365 days per year. The service organization shall be physically located within 50 MILES of the site.

ITEMIZED BID
**Purchase and Installation of Diesel Generator Set
and Automatic Transfer Switch**

The original signed proposal must be submitted to the City of Goshen Clerk-Treasurer’s Office, 202 South 5th Street, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Supplier certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Supplier and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Supplier and have obtained all necessary or applicable approvals to make this contract fully binding upon the Supplier.

Supplier:

_____ Company Name

Print Name	Title	Signature
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Address: _____

Telephone Number (s): Business: _____ **Cell:** _____

Acknowledgement of Addenda Number(s): _____

The above bidder hereby submits the following offer to meet all of the requirements in the Specification Documents for the following cost:

ITEM NO.	DIESEL GENERATOR SET BRAND AND MODEL INFORMATION	TOTAL BID:
1	Year: _____ Brand: _____ Model: _____	
OPTION NO. 1	TRADE-IN, SCRAP OR CORE VALUE OF: (NEED OLD GENERATOR INFO)	

DELIVERY: The goods, materials and/or equipment to be purchased for this project shall be delivered within forty (40) calendar days from receipt of a notice to proceed from the City. (Please refer to page 7, General Terms and Conditions, #1 Delivery; Liquidated Damages of this Specifications Document.)

EXCEPTIONS

Supplier shall clearly detail in writing any deviation from or exception taken to the stated specifications. Alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with the stated specifications, and the Supplier shall be held liable for strict compliance.

_____ **NO**, this proposal does not contain any deviation from or exception taken to the stated specifications, and this proposal shall be accepted as in strict compliance with the stated specifications.

_____ **YES**, this proposal does contain deviation from or exception taken to the stated specification which is/are detailed more fully below (attach as separate, duly marked document with proposal):

BUSINESS CERTIFICATION

Supplier must identify the form of business organization the Supplier is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Supplier is operating as a (check one):

- Supplier is a SOLE PROPRIETORSHIP Supplier is a LIMITED LIABILITY PARTNERSHIP
- Supplier is a GENERAL PARTNERSHIP Supplier is a LIMITED LIABILITY COMPANY
- Supplier is a LIMITED PARTNERSHIP Supplier is a CORPORATION

The Supplier, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

_____ State of _____ and is currently registered with the Indiana Secretary of State. The Business ID number for the Supplier is _____.

_____ State of _____ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Supplier agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

_____ Contractor **IS NOT** a relative of a City of Goshen elected official.

_____ Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: _____

Relationship to Contractor: _____

NO INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, by submitting a proposal, the Supplier certifies that the Supplier does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the Supplier as not responsible, termination of the contract if awarded, as well as bringing civil action against the Supplier.

NON-COLLUSION CERTIFICATION

Pursuant to Indiana Code § 5-22-16-6, by submitting a proposal, the Supplier certifies under the penalties for perjury, that: (1) the Supplier has not entered into a combination or agreement (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and (2) the Supplier's offer is made without reference to any other offer.

SIGNATURE

The undersigned certifies that if awarded a contract, Supplier will provide the Supplies to the City of Goshen in accordance with the general terms and conditions, specifications, and any other documents made part of this solicitation.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Supplier. Signature by the Supplier's authorized representative constitutes execution of each any every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

Supplier's Authorized Representative:

Signature: _____ Title: _____

Printed: _____ Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named _____, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Supplier's Proposal are true and correct.

Witness my hand and Notarial Seal this ____ day of _____, 2024.

Printed Name: _____
Notary Public of _____ County, _____
My Commission Expires: _____
Commission Number: _____

EXHIBIT A – Sample Contract

The following pages are a sample of a contract to be entered into between City and the successful Bidder. The City and the successful Bidder will negotiate a contract incorporating the City’s specifications and addressing other legal issues beyond the specifications.

AGREEMENT

PURCHASE AND INSTALLATION OF ONE (1) DIESEL GENERATOR SETS

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Other Party** (“Contractor”), whose mailing address is _____, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

CONTRACTOR DUTIES

Contractor shall provide City the work for the purchase and installation of one (1) diesel generator set, which work are more particularly described in Contractor’s [Date] proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Purchase; Trade-In Allowance

(A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications” attached as Attachment A.

If applicable, any trade-in, scrap or core value allowance shall be credited to purchase price.

(B) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Delivery

(A) Supplier agrees to deliver all supplies within forty (40) calendar days from the effective date of this agreement.

(B) The Supplies shall be delivered FOB Destination to the following address:

City of Goshen Water and Sewer
308 N. 5th Street
Goshen, IN 46528

All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.

- (C) Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

EFFECTIVE DATE; TERM

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Contractor shall complete all Duties by _____ calendar days of the date of the notice to proceed, unless otherwise terminated by either party in accordance with the terms and conditions of the agreement.

COMPENSATION

City agrees to compensate Contractor the sum of \$_____ for performing all Duties.

PAYMENT

- (A) Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Water & Sewer Department
308 N. 5th Street
Goshen, IN 46528
- (B) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

OWNERSHIP OF DOCUMENTS

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Contractor or

Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

LICENSING/CERTIFICATION STANDARDS

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

INDEPENDENT CONTRACTOR

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

NON-DISCRIMINATION

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

EMPLOYMENT ELIGIBILITY VERIFICATION

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

CONTRACTING WITH RELATIVES

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

NO INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

INDEMNIFICATION

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

INSURANCE

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

FORCE MAJEURE

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples

of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

DEFAULT

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

NOTICE

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Contractor: Other Party

SUBCONTRACTING OR ASSIGNMENT

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

AMENDMENTS

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

WAIVER OF RIGHTS

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

APPLICABLE LAWS

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the work. Failure to do so maybe deemed a material breach of agreement.

MISCELLANEOUS

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

SEVERABILITY

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

AUTHORITY TO EXECUTE

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety

Vendor Name

Gina Leichty, Mayor

Position

Date: _____

Date: _____