

BILL NO. S-18-02-19

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving FIVE (5) YEAR
SERVICE AGREEMENT - \$1,366,269.20 between
KRAFT POWER CORPORATION and the City of
Fort Wayne, Indiana, in connection with the Board
of Public Works.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

SECTION 1. That the FIVE (5) YEAR SERVICE AGREEMENT
by and between KRAFT POWER CORPORATION and the City of Fort
Wayne, Indiana, in connection with the Board of Public Works, is hereby
ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power,
transportation, miscellaneous equipment, etc., necessary for
scheduled maintenance, repairs and replacement on the
two (2) 400 kW biogas engine driven generators installed by
Kraft Power and one (1) biogas conditioning equipment for
the WPCP Combined Heat and Power System;

involving a total cost of ONE MILLION THREE HUNDRED SIXTY-SIX
THOUSAND TWO HUNDRED SIXTY-NINE AND 20/100 DOLLARS -
(\$1,366,269.20). A copy of said Contract is on file with the Office of the City
Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect
from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney



SERVICE AGREEMENT: _____

SUPPLIER NAME Kraft Power Corporation		CITY DEPARTMENT City Utilities Engineering
STREET ADDRESS 199 Wildwood Ave.		STREET ADDRESS 200 E. Berry Street, Suite 250
CITY, STATE, ZIP CODE Woburn, MA 01801		CITY, STATE, ZIP CODE Fort Wayne, IN 46802
ATTENTION Owen M. Duffy, President		INVOICE ADDRESS 200 E. Berry Street, Suite 250
TELEPHONE 989-748-4040	FAX 989-748-4042	CITY, STATE, ZIP CODE Fort Wayne, IN 46802
REMIT-TO ADDRESS 2852 D&M Drive		ATTENTION Doug Fasick
CITY, STATE, ZIP CODE Gaylord, MI 49735		TELEPHONE 260-427-5235
		FAX 260-427-5235

Service Description	Rates
Contracted services for the delivery of scheduled maintenance, repairs and service by Kraft Power Corporation on the Combined Heat and Power (CHP) system located at 2601 Dwenger Ave. This five (5) year maintenance and repairs agreement covers two (2) – 400 kW generators, Guascor reciprocating engines and Unison Gas Conditioning Equipment.	
Aggregate Price	\$1,366,269.28

The following Attachments are part of this Agreement:

Exhibit A: Five Year Payment Schedule

Exhibit B: Terms and Conditions

Exhibit C: Kraft Power Maintenance Contract

SERVICE ADDRESS 2601 Dwenger Ave.
CITY, STATE, ZIP CODE Fort Wayne, IN 46802
AGREEMENT START DATE March 6, 2018
AGREEMENT END DATE December 31, 2023

This Agreement is entered into between Supplier and the City as of March 2018. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

SUPPLIER:

By (Signature): 	By (Signature):
Printed Name: Owen M. DUFFY	Printed Name:
Title: President	Title:
Date: 6 February 2018	Date:
FEDERAL TAX ID NUMBER: 04-238-1327	

Exhibit A: Five Year Payment Schedule

Year	Description	Monthly Cost	Yearly Cost		
2018	Maintenance	\$ 9,350.00	\$ 112,200.00		
2018	Gas Skid Conditioning	\$ 630.00	\$ 7,560.00		
2018	Gas Testing	\$ 383.34	\$ 4,600.08		
2018	Turbo Charger Replacement	\$ 1,250.00	\$ 15,000.00		
2018	Repair Contingency	\$ 1,666.67	\$ 20,000.00		
				\$ 13,280.01	\$ 159,360.08
2019	Maintenance	\$ 9,639.00	\$ 115,668.00		
2019	Gas Skid Conditioning	\$ 648.90	\$ 7,786.80		
2019	Gas Testing	\$ 394.83	\$ 4,737.96		
2019	In Frame Overhaul	\$ 11,305.00	\$ 135,660.00		
2019	Repair Contingency	\$ 1,666.67	\$ 20,000.00		
				\$ 23,654.40	\$ 283,852.76
2020	Maintenance	\$ 9,937.00	\$ 119,244.00		
2020	Gas Skid Conditioning	\$ 167.09	\$ 8,020.32		
2020	Gas Testing	\$ 406.68	\$ 4,880.16		
2020	Repair Contingency	\$ 1,666.67	\$ 20,000.00		
				\$ 12,177.44	\$ 152,144.48
2021	Maintenance	\$ 11,750.00	\$ 141,000.00		
2021	Gas Skid Conditioning	\$ 688.42	\$ 8,261.04		
2021	Gas Testing	\$ 418.88	\$ 5,026.56		
2021	Top End Overhaul	\$ 5,794.17	\$ 69,530.04		
2021	Repair Contingency	\$ 1,666.67	\$ 20,000.00		
				\$ 20,318.14	\$ 243,817.64
2022	Maintenance	\$ 10,784.00	\$ 129,408.00		
2022	Gas Skid Conditioning	\$ 709.07	\$ 8,508.84		
2022	Gas Testing	\$ 431.45	\$ 5,177.40		
2022	Major Engine Overhaul	\$ 30,333.34	\$ 364,000.00		
2022	Repair Contingency	\$ 1,666.67	\$ 20,000.00		
				\$ 43,924.53	\$ 527,094.24
Total Contract					\$ 1,366,269.20

Exhibit B: Terms and Conditions

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was deflected by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements.
(b) General Liability	\$1,000,000 minimum per occurrence/ \$1,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
CITIZENS SQUARE
 City of Fort Wayne Purchasing Department
 200 E Berry, Suite 490
 Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C.922-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to effect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

Exhibit C: Kraft Power Maintenance Contract



CHP SYSTEM MAINTENANCE CONTRACT

THIS CHP SYSTEM MAINTENANCE CONTRACT (the "Contract") is entered into this _____ day of _____ 2018, by and between Kraft Power Corporation, (hereinafter the "Supplier"), a Massachusetts corporation with a principal place of business at 199 Wildwood Avenue, Woburn, MA 01801 and City of Fort Wayne (hereinafter the "Customer"), located at 2601 Dwenger Avenue, Ft Wayne, IN 46803.

WHEREAS, Customer has a single CHP System (hereinafter the "CHP System"), installed at the following location (hereinafter the "Site"):

Fort Wayne WPCP
2601 Dwenger Avenue
Fort Wayne, IN 46803

WHEREAS, Customer wishes to provide for the orderly and proper care and maintenance of the CHP System, and the Supplier is willing to provide such maintenance, service and repair to Customer for the CHP System.

NOW, THEREFORE, in consideration of the foregoing, which shall be deemed to be a substantive part of this Contract, and the mutual covenants, promises, agreements, representations and assurances contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1 Form of Contract

- 1.1 This Contract is a contract for the delivery of maintenance, repair and service by the Supplier for the CHP System, and is not, and shall not be construed, as an Energy Supply Contract.

2 Definitions

- 2.1 "Operational Hours" means the number of actual run hours of the CHP System.
- 2.2 "Supplier" means Kraft Power Corporation.
- 2.3 "Contract" means this document and its Appendices
- 2.4 "Customer" means City of Fort Wayne, Indiana
- 2.5 "CHP System" means the plant and equipment supplied by Kraft Power Corporation under a separate contract, and which constitutes all of the equipment covered under this Contract.
- 2.6 "Generated Power" shall mean the power measured at the generator terminals.
- 2.7 "Month" means a calendar month.
- 2.8 "Minimum Running Load" is the kW demand level below which the CHP System will shut down on low load.
- 2.9 "Work" shall mean all services, repairs and/or maintenance operations provided by the Supplier under this Contract.



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- 2.9 "Work" shall mean all services, repairs and/or maintenance operations provided by the Supplier under this Contract.

3 Scope of Contract

- 3.1 Except as otherwise described herein, this Contract covers all service, repair and maintenance operations, including parts, materials, equipment and labor, required to ensure that the CHP System maximizes the number and availability of Operational Hours, and ensures the reliable, efficient, safe and cost effective operation of the CHP System as supplied.
- 3.2 All work performed hereunder by the Supplier shall be done by Kraft Power System's trained professionals. All workmanship shall conform to practices which are standard and customary in the trade and all work shall be performed by workers skilled in their fields.
- 3.3 Any alteration to local permitting requirements for environmental emissions from the CHP System that necessitates equipment replacement or modification is excluded from the scope of this Contract.
- 3.4 Scheduled maintenance is provided for under this Contract, as shown in Exhibit B, provided that the CHP System is operated in accordance with the instructions and software provided by the Supplier. Scheduled maintenance services provided for the charge shown in paragraph 5.3 include only those services shown on Exhibit B, and do not include overhauls or corrective repairs. Pricing for overhaul and corrective repair services are covered under Exhibit E per proposal #4272 attached. The Customer shall be liable for the additional cost of any repairs or maintenance required due to misuse, alteration or interference with the CHP System by any party other than the Supplier, and for excluded services as defined in Section 3.5. In the event that the Supplier and Customer cannot agree in advance upon responsibility for any additional costs pursuant to this Section, the Supplier may, and will have the right to provide necessary repairs, service and maintenance, notwithstanding the parties' dispute regarding financial responsibility for such work. Any disputes under this Section shall be resolved in accordance with Section 19 (Disputes) of this Contract.
- 3.5 This Contract does not cover any maintenance or repair which results, in whole or in part, from:
- a) Wilful damage, misconduct, vandalism or other unauthorized acts by anyone other than Supplier or its agents;
 - b) Fire, theft, or other risks now or hereafter normally covered by an "all risks" policy of insurance, including extended coverage;
 - c) War, riots, civil commotion, flood, storm, earthquake, or any similar event;
 - d) Any alteration, addition to, substitution, repair, service or replacement of any part of the CHP System or related electrical, plumbing, or fuel connection not authorized by Supplier. Supplier acknowledges that the CHP System and related systems installed as of the first day of successful interconnection with the utility are installed in accordance with its requirements;
 - e) Any damage to the CHP System caused by fuel that is not in conformance with the manufacturer's fuel specification;
 - f) Any use of the CHP System in any manner other than its designated use, and the manufacturer's documentation;
 - g) Customer's failure to perform any covenant contained in this Contract;
 - h) Any inaccuracies, improprieties, mishaps or issues related to the installation of other equipment or devices not approved by appropriate vendor or Supplier.

Furthermore, the following are expressly excluded from this Contract unless covered by the original manufacturers' warranty:

Complete replacement of the engine
Repair or replacement of the engine crankcase or crankshaft
Replacement or rewinding of the alternator (Generator)
Replacement of steam generator or chemicals for feed-water
Replacement of radiators or replacement of engine coolant.
Replacement of electrical components (electric motors, VFD's, breakers, Control boards, etc.)

In the event of a disagreement between the parties as to whether replacement or repair of the engine or other component is appropriate, the parties agree to refer the matter to the manufacturer of the subject equipment, to share the cost of having the manufacturer's representative examine the subject equipment, and to abide by the recommendation of the manufacturer as to whether or not the subject equipment is capable, within commercially reasonable limitations, of being repaired to a state of useful operational effectiveness.

If Supplier undertakes repairs to the CHP System as the direct result of any of the acts and/or events excluded from coverage under this Section, Customer agrees to pay Supplier for materials, expenses and labor required for the repair at Supplier's then-effective rates.

3.6 Customer agrees that upon any parts replacement by Supplier, the parts or material removed shall become the property of Supplier. Supplier maintains sole, reasonable discretion as to repair or replacement of any portion of the CHP System. In the event that Supplier determines that it is necessary to replace any component, Supplier may at its sole, reasonable discretion supply a new or rebuilt component.

3.7 This Contract excludes the cost of meeting ongoing emissions requirements (including annual testing, if required, or other ongoing emission compliance measures). This Contract excludes the cost of periodic protective relaying testing or other ongoing utility or government compliance measures, if required.

3.8 The Supplier shall hold strategic spare parts for the CHP System on site or at its premises at its cost. If this Contract is cancelled prior to the end of its original or extended term, Customer will pay the Supplier for the spare parts deemed specific to this Contract prior to delivery of those spare parts to Customer FCA (Supplier's premises) in accordance with Incoterms 2010. It is hereby agreed that title to any parts supplied under this Contract shall pass from the Supplier to the Customer upon delivery FCA (Supplier's premises) in accordance with Incoterms 2010.

3.9 The CHP System will be connected via an Ethernet connection to the Supplier's remote monitoring system, which will provide data collection, analysis and reporting functions, and responses to all alarms raised by the CHP System. All equipment is provided and will be maintained by the Supplier, but the Ethernet connection will be provided and maintained in working order by the Customer.

3.10 Unless otherwise agreed by the parties, Supplier will perform scheduled maintenance tasks, including annual services and overhaul services, during the week (Monday through Friday) between the hours of 7:00 AM & 3:30 PM. Costs incurred for staff to provide productive work during the stipulated hours are not reimbursable by the Owner. Such costs may include, but are not limited to, overtime pay, overnight accommodations and meals. Major overhaul services may require the removal of part of the CHP System and transportation to Supplier's service facility,

3.11 Notices

Unless otherwise specified herein, all notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either delivered (i) in hand, (ii) by overnight courier, (iii) sent by

certified or registered mail, return receipt requested, postage prepaid, or (iv) by email with a read receipt:

In the case of the Customer:

Brian Robinson
WPCP Superintendent
2601 Dwenger Ave
Ft Wayne, IN 46803

Office: 260-427-2607
Email: Brian.Robinson@cityoffortwayne.org

In the case of the Supplier:

Owen M. Duffy
President
Kraft Power Corporation
199 Wildwood Avenue
Woburn, MA 01888

Office: 781-938-9100
Fax: 781-933-7812
Email: oduffy@kraftpower.com

Any such notice shall be deemed given when so delivered in-hand, or if sent via telex, telecopy, facsimile, email, or by overnight courier when so received, or if mailed, three days after being deposited with the Postal Service.

4 Operation of the CHP System

- 4.1 Customer understands and agrees that when its need for power from the CHP system is less than 200kW, the CHP System cannot operate because it can only run at fifty percent (50%) or more of its 400kW capacity. Customer must supply its own source of power when its power needs are less than 200kW.
- 4.2 Customer understands and agrees that when the load is continuously less than 200kW for more than 30 minutes, or less than 100kW for 10 minutes, the CHP System will shut down. The minimum off time for the CHP System on low load shut down will be one hour.
- 4.3 Customer agrees to operate the two CHP units with equal load and run hours, to the maximum extent possible. The contract price offered in Section 5 is based on accomplishing maintenance to both machines in the same service intervals.

5 Contract Price

- 5.1 The pricing to undertake the 5 year maintenance and service plan detailed in proposal #4272 attached as exhibit G of this Contract.
- 5.2 The core element of the CHP System maintenance program is the scheduled servicing of the biogas fired engine and auxiliary systems, and includes consumable maintenance supplies including lubricating oil, and filters, and all scheduled maintenance shown in Exhibit B. monthly charge includes 24/7 monitoring, on-line alarm response (if needed), reports, management overheads, and plant preservation. It does not include repair or replacement of failed parts, components beyond the warranty period, or scheduled overhauls. These have all been addressed in exhibit E and F of proposal #4272 attached.
- 5.3 In addition to the foregoing, maintenance of the Unison gas skid will be provided pursuant to the schedule and terms set forth in Exhibit C, of proposal #4272 attached.

- 5.4 In addition to the foregoing, Supplier will perform a turbocharger replacement on the subject Engines pursuant to the terms set forth in Exhibit D, of proposal #4272 attached.
- 5.5 In addition to the foregoing Supplier will perform all major maintenance for the five year period per Exhibit E, of proposal #4272 attached.
- 5.6 Invoicing will be done on a monthly basis, over the five year contract period as detailed in Exhibit H payment Schedule.
- 5.7 Yearly repair contingency will not be included in the monthly billing as it is only being included as a budgetary number, in the event additional repairs are required per Exhibit F of proposal #4272 attached.

6 Payment

- 6.1 Payment shall be made against detailed, monthly invoices submitted promptly after the end of each calendar month of operation of the CHP System. Each invoice will contain an itemization of all charges for which payment is requested.
- 6.2 Payment shall be made within a maximum of thirty (30) days from receipt of invoice.
- 6.3 Hours of operation for purposes of Section 9.1 will be tracked and accessible through the CHP System.
- 6.4 In the event of any dispute regarding the invoiced amount, Customer shall pay the undisputed amount pending resolution of any disputed amount, and the disputed amount shall not be the subject of any interest or penalties if resolved between the parties themselves without arbitration.
- 6.5 Customer may request and Supplier shall deliver, within thirty (30) days of the request, any and all documents reasonably required by Customer in its discretion to confirm the accuracy of any Monthly Report and/or invoice. With notice to the Supplier, Customer reserves the right to postpone the start of processing of the invoice until all documents received. Customer reserves the right to engage the services of a company of its choice to audit and review the records of Supplier to ensure compliance with the terms and conditions of this Contract and Supplier shall assist all such efforts.

7 Performance

- 7.1 The CHP System Performance will be dependent upon gas quality and availability. Supplier cannot guarantee CHP performance if gas does not meet manufacturer's required standard. Supplier reserves the right to renegotiate the cost of services provided based on oil analysis which indicates chronic deviation in gas quality.

8 Variations

- 8.1 From time-to-time the Supplier may offer enhancements to improve the efficiency, reliability of functionality of the installed system as such are developed. Also, the Customer may request modifications for similar reasons.
- 8.2 All such variations shall be fully priced and evaluated and a cost/benefit case made as appropriate to determine the impact of the variation on the installed system. Customer shall have no obligation to accept any additional services or variations from Supplier and Supplier shall obtain advance written approval from

Customer prior to implementing any such variation for which additional costs are requested from Customer. Refusal by Customer to accept any such additional services or variations will in no way limit, modify or waive any obligation by Supplier to deliver any services or assurances provided by this Contract.

- 8.3 Work carried out to repair or otherwise correct damage caused by misuse, alteration or interference with the system by any party other than the Supplier shall be deemed a variation to the Contract for which additional charges will be paid by the Customer. Supplier shall provide Customer with advance notice and receive written approval from Customer of any additional charges prior to commencement of such work.
- 8.4 Work that is not covered by the basic charges set forth above in Section 5 will not be implemented without a written instruction from the Customer incorporating the agreed cost of the work to be performed.

9 Duration

- 9.1 The term of this Contract shall be for (a) 43,800 operating hours (on each engine) or (b) five (5) years, from the Contract Start Date set forth in Section 9.2, whichever occurs first.
- 9.2 The "Contract Start Date" shall be January 1, 2018.
- 9.3 An extension to the Contract term may be negotiated at any time by mutual written agreement of the Supplier and the Customer. The hourly rate may vary depending upon the term of the proposed contract extension.
- 9.4 **TERMINATION/SUSPENSION.** Customer may terminate this Contract upon 30 days written notice to the Supplier. Customer shall pay Supplier for all Work rendered prior to termination.

10 Assignment and Subcontract

- 10.1 The Supplier may subcontract parts of its obligations under this Contract to appropriately qualified and approved organizations. All subcontractors attending the Site will identify themselves as representing Supplier. Customer reserves the right to withhold approval of any subcontractor, but will not exercise that right unreasonably.
- 10.2 The Customer shall be informed in writing and prior to any commencement of work of any subcontract operated under the Contract.
- 10.3 The Contract shall not be assigned by a Party in its entirety except with the prior written permission of the other Party, which shall not be unreasonably withheld.

11 Supplier's Obligations

- 11.1 The Supplier will maintain the CHP System and use its best efforts to ensure that the assurances on availability and performance are met as per the performance criteria set forth in Article 8 - Performance of this Contract.
- 11.2 The Supplier will provide continuous monitoring of the CHP System and be equipped to receive and interpret alarms.
- 11.3 The Supplier will provide a qualified on-line response to all alarms within four hours of receipt.

In the event of an emergency the Customer will have 24 hour access to the Supplier at these numbers in order of priority:

Site Monitoring Center # (989) 748-4040

- 11.4 The Supplier will report to the Customer each month on the performance of the CHP System.
- 11.5 Supplier shall provide Customer, on a monthly basis, with a statement designating the number of available, unavailable, scheduled outage and unscheduled outage hours for the CHP System for the preceding month and shall include for each unavailable period a description of the reason and responsibility for such unavailability.
- 11.6 The Supplier will ensure that all staff and subcontractors attending the CHP System will at all times abide by the site rules and regulations as provided from time to time by Customer. All work at the Customer's site will be conducted in a manner to avoid disruption of or interference with the business operations of the Customer. The Supplier shall be responsible to instruct, train and advise all of its employees and agents regarding all Customer rules and regulations and all local, state and national health and safety rules and regulations applicable to any work to be performed pursuant to this Contract. Supplier remains primarily responsible for this Contract and the actions of its employees, agents, and subcontractors.
- 11.7 Supplier shall provide any documentation, records or data reasonably requested by Customer relative to any aspect of the performance of this Contract.
- 11.8 The Supplier will ensure that the CHP System and Customer's property will be left in a clean and workmanlike condition on completion of Work under the Contract, and that all waste material generated will be removed and disposed of legally.
- 11.9 The Supplier will provide 48 hours advance notice to the Customer on each occasion that it intends to make a planned or unplanned visit to the site and Supplier shall leave a record of each visit prior to departure from the site.
- 11.10 For each incident of an outage, the Supplier will work cooperatively with the Customer to determine the root cause of the outage. The Supplier will prepare a report documenting their findings as to the cause of the outage. Where the cause is the responsibility of the Supplier, the Supplier will include a description of the remedy, associated outage time and any recommendation to prevent a repeat incident. This report is due within 2 working days of the identified cause of the outage.
- 11.11 INSURANCE. Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage:
- | | | |
|-----|--------------------------------|--|
| (a) | Worker's Compensation | per statutory requirements. |
| (b) | General Liability | \$1,000,000 minimum per occurrence/
\$1,000,000 aggregate (if the value of the
project exceeds \$10,000,000 then this shall
be \$5,000,000 aggregate) |
| (c) | Automobile Liability | \$1,000,000 minimum per occurrence |
| (d) | Products Liability | \$1,000,000 minimum per occurrence |
| (e) | Completed Operations Liability | \$1,000,000 minimum per occurrence |

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
230 East Berry St.
Fort Wayne, IN 46802

Supplier shall provide Customer with 30 days notification of any non-renewal of required policies.

12 Independence of the Parties

Supplier, its agents, servants, employees and representatives are independent contractors with regard to performing this Contract. Nothing in this Contract in any way creates any agency or employment relationship between the Supplier or any of its employees, agents, representatives or servants, on the one hand, and the Customer, on the other hand. Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.

13 Customer's Obligations

- 13.1** Customer shall provide Supplier with utility prices applicable to the CHP System, these will include but not be limited to: Natural Gas, Imported Power, and Demand Charges. Customer accepts that such charges will be used by Supplier to define economic operation of the system. Utility prices will be provided annually to coincide with Section 7 of this Contract.
- 13.2** Customer will provide reasonable access to the Supplier and its subcontractors, 24 hours per day and 365 days per year, to the CHP System for the purpose of maintaining, repairing, or inspecting the equipment, with Supplier providing advance verbal notice of each site visit.
- 13.3** Customer shall provide a continuous supply of fuel to the CHP System at Customer's cost.
- 13.4** Customer shall restrict access to the CHP System, its immediate environment, and to its interfaces with fuel supply and power delivery points, to adequately trained and knowledgeable persons. The Customer will post warning notices placed on or within the plant, and at the points of connection of the plant, and Customer will take reasonable steps to ensure that those notices are clearly visible at all times, and that the warnings and instructions on such notices are strictly adhered to.
- 13.5** For each incident of an outage, the Customer will work cooperatively with the Supplier to determine the root cause of the outage. The Customer will prepare a report documenting their findings as to the cause of the outage. Where the cause is the responsibility of the Customer, the Customer will include a description of the remedy, associated outage time and any recommendation to prevent a repeat incident. This report is due within 2 working days of the identified cause of the outage.
- 13.6** Customer shall perform daily visual inspection of the CHP System and shall maintain a log of such inspections on a Supplier-provided form.

14 Access to Site

- 14.1** Procedures for access to site and reporting attendance shall be provided by the Customer, as will any security passes needed for vehicles and individuals regularly attending the CHP System installation and maintenance.

14.2 Within 30 minutes of arrival on site during normal working hours and with advance notice of the arrival time, the Supplier's agent shall be given access to the CHP System.

14.3 When the Site is closed or unoccupied and access to the Site is required by Supplier, a procedure shall be provided by the Customer to allow access to the Supplier within two hours of telephone contact being made and within 30 minutes of arrival at the Site.

15 Force Majeure

Supplier will make reasonable commercial efforts to observe the dates indicated for delivery or other performance. Supplier shall be excused and shall not be liable for delays in delivery or in performance or failure to deliver due to any cause not within Supplier's reasonable control, which causes include but are not limited to, strikes; slow-downs; lockouts; riots; civil unrest; war (declared or undeclared); terrorism; fire, severe weather, volcanoes and acts of God. Supplier's performance shall be deemed suspended during any such excusable delay and for a reasonable period of time thereafter and Customer shall accept performance hereunder. No penalty of any kind nor shall any liquidated damages be effective against nor be paid by Supplier for any delays in performance, whether or not such delays are based on an excusable delay. As used herein, "performance" includes, without limitation, engineering, design, fabrication, shipment, delivery, assembly, installation, testing, and warranty repair or replacement as applicable. If any such delay lasts for a period longer than ninety (90) days in the aggregate, then the Parties agree that this Contract shall be considered cancelled for convenience in accordance with Section 11.

16 Liability

16.1 INDEMNITY. To the fullest extent permitted by law, each party shall indemnify and save harmless the other party from and against loss, liability, and damages sustained by that other party, its agents, employees, and representatives by reason of injury or death to persons or damage to property to the extent caused directly by the willful or negligent errors or omissions of the indemnifying party, its agents or employees.

16.2 LIMITATION OF LIABILITY. Each party's liability to the other party for any loss, cost, claim, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Contract, shall be limited to the amount of direct damage actually incurred. Neither party shall be liable to the other or to anyone else for any consequential, special, punitive or indirect damages.

17 Intellectual Property

All Intellectual Property owned by the Supplier shall continue to be the sole property of the Supplier. Intellectual Property includes all patents, copyright materials, and design rights.

18 Confidentiality

18.1 The parties recognize that in the course of their relationship, Supplier may disclose to Customer, and Customer will have, and will continue to have access to certain Confidential Information (as defined below) belonging to Supplier, and that Supplier desires that any such Confidential Information remain confidential. Customer agrees not to disclose Supplier's Confidential Information to any Person (as defined herein) and will use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of Supplier's Confidential Information. The foregoing will not prevent Customer from disclosing Confidential Information which belongs to Supplier that is (i) already known by Customer

without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of Customer, (iii) rightfully received from a third party who received the Confidential Information without similar restrictions, (iv) independently developed by Customer without use of Supplier's Confidential Information, (v) authorized by Supplier for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency, court order, so long as Customer provides Supplier with notice of such requirement prior to any such disclosure. This language may conflict with the Freedom of Information Act that City Utilities must abide by.

18.2 Confidential Information means:

A. Information related to Supplier or any business entity which controls, is controlled by, or is under common control with Supplier ("Affiliate"),

(i) Which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and

(ii) Which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and

B. All tangible reproductions or embodiments of such information.

Confidential Information includes, but is not limited to, all business records, trade secrets, business plans, know-how, marketing plans, strategies and ideas, lists or compilations of information, supplier contacts, or service partners, financial information, personnel data, existing or future products or services, and any information contained in any documents prepared by or for Supplier, at Supplier's expense or otherwise in furtherance of Supplier's business which it does not make known to the public. Confidential Information also includes information, which has been disclosed to Supplier or its Affiliates by a third party and that Supplier or any Affiliate is obligated to treat as confidential

18.3 Customer shall hold the Confidential Information in trust and in strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except as provided herein. Supplier reserves the right to either not give Customer a copy of its Confidential Information or require Customer to return all copies once Customer has reviewed the Confidential Information.

18.4 Customer may disclose the Confidential Information to its employees, officials, board members, auditors, and consultants, in each case on a "need to know" basis. Customer will notify Supplier if it receives any requests that call for the release of Supplier's Confidential Information.

18.5 Nothing contained in this Contract shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to Customer. All Confidential Information shall remain the property of Supplier and shall be returned by Customer to Supplier upon request. All notes, abstracts, memoranda, or other documents prepared by Customer that contain Confidential Information or any discussion thereof, except as relates to the operation, maintenance or ownership of the CHP System, shall be destroyed or returned to Supplier upon written request by Supplier. Customer will certify to Supplier that it has complied fully with Supplier's instructions and has not retained any portion of the Confidential Information. However, upon termination of this Contract due to Supplier's default, and/or completion of the Contract term, Customer will be allowed to retain such service manuals as it needs to maintain the operation of the CHP System.

- 18.6 The Customer shall not unreasonably withhold permission for the Supplier to use details of the CHP System installation and its operation for marketing and publicity purposes. Supplier will give Customer notice prior to bringing any visitors to see the CHP System as long as it does not jeopardize security of the system and facility that would affect the health and safety of the community
- 18.7 The Customer shall give reasonable access, on receiving a minimum of seven (7) day notice, for visits by interested parties to the Site and CHP System conducted by the Supplier for marketing purposes. The Customer reserves the rights to limit the number of visits or frequency of visits, refuse parties and refuse dates that conflict with plant operation schedule or jeopardize plant security.

19 Disputes

- 19.1 If any dispute arises between the Customer and the Supplier, the party identifying such dispute shall notify the other in writing, specifying the nature of the dispute ("Matter in Dispute").
- 19.2 Should the Customer and the Supplier fail to agree on a solution to the Matter in Dispute, in writing, within ten (10) business days of the notice referred to in Section 19.1 either party may refer the Matter in Dispute to their respective CEO or other senior executive/manager together with any correspondence, agreed minutes of meetings and agreed notes of discussions between the parties relating to the Matter in Dispute, who shall then attempt to resolve the Matter in Dispute in good faith within ten (10) business days from the date of the referral.
- 19.3 Where the circumstances so require, the parties shall use all reasonable efforts to expedite the above procedure.
- 19.4 If agreement is reached on the Matter in Dispute pursuant to Section 19.2 each party shall promptly comply with its obligations as set out in the written record of such agreement. If a solution to the Matter in Dispute has not been agreed in writing within twenty-five (25) business days of service of the notice referred to in Section 19.1, either party may take such lawful action as they may deem necessary or appropriate to protect or enforce their rights under this Contract.

20 Governing Law

- 20.1 This Contract shall be governed by and construed in all respects in accordance with the Laws of the State of Indiana.
- 20.2 It is the desire and intent of the parties that the provisions of this Contract shall be enforced to the fullest extent permissible. Accordingly, if any particular paragraph(s), subparagraph(s), or portion(s) of this Contract shall be adjudicated to be invalid or unenforceable as written, such paragraph(s), subparagraph(s), or portion(s) shall be modified to the extent necessary to be valid or enforceable. Such modification shall not affect the remaining provisions of this Contract. To the extent any paragraph(s), subparagraph(s), or portion(s) of this Contract found invalid or unenforceable cannot be modified to be made valid or enforceable, then the Contract shall be construed as if that paragraph(s), subparagraph(s), or portion(s) were deleted, and all remaining terms and provisions shall be enforceable in law or equity in accordance with their terms to the extent permissible by law.

21 Suspension

- 21.1 If the Customer suspends, delays or otherwise encumbers (a "Suspension") the Supplier's performance under this Contract for a period of time that in the aggregate exceeds sixty (60) days, then unless otherwise agreed to in writing by the Supplier, the Supplier may, at its option, either: (a) treat such Suspension as though the Customer cancelled this Contract for convenience and as such the

Customer agrees to pay the Supplier for such deemed cancellation pursuant to Section 9.4 and such other charges as specifically provided for in this Contract; or (b) if the Customer requests in writing, and the Supplier accepts such request, resume performance provided that the Customer also agrees in such request to pay the Supplier for all reasonable costs and expenses incurred related to the Suspension and the resumption of performance and to reschedule all delivery and milestone dates as required by the Supplier. If the Supplier treats a Suspension as though the Customer cancelled this Contract for convenience, the Supplier may make arrangements to deliver the affected repair or parts in accordance with Section 9.4. The Customer shall consider reimbursing the Supplier for reasonable costs and expenses incurred and fully documented, as a result of any Suspension by the Customer that does not in the aggregate exceed sixty (60) days.

22 Export Compliance and Anti-Corruption

- 22.1** The Customer will not sell, assign or otherwise transfer the Work or replacement parts purchased from the Supplier if such sale, assignment or transfer would violate, or would result in the Supplier being in violation of any United Nations, United States, European Union or other applicable laws or rules related to export or re-export restrictions. In case of doubt regarding US export or re-export restrictions, The Customer is obliged to address the Supplier for appropriate information and assistance.
- 22.2** The Customer agrees that it and its employees or representatives will not violate any provision of any United Nations, United States, European Union or any other applicable law related to bribery, whether related to a public official or private person.
- 22.3** If the Customer fails to meet its obligations in Sections 22.1 or 22.2, the Customer shall defend, indemnify and hold the Supplier harmless from and against any fines, penalties and/or damages resulting therefrom. In addition, the Supplier may, at its discretion, terminate this order without any further liability or obligation.

23. Miscellaneous

- 23.1 NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Contract shall invalidate another section of this Contract or operate as a waiver of any future default, whether like or different in character.
- 23.2 SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 23.3 AUTHORITY.** The persons signing this Contract warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Kraft Power Corporation

CHP System Service Contract

The CUSTOMER:

The SUPPLIER:

The City of Fort Wayne

Kraft Power Corporation

Name:

Name: Owen M. Duffy, President

Date:

Date:



City of Ft. Wayne

WPCP Biogas Generator System and Gas Conditioning Equipment Preventative Maintenance Program

Proposal # 4272

2018 Service Agreement per Exhibit A & B.

Kraft Power is pleased to provide the following proposal for your review, we are bidding all or none.

This Proposal will cover all routine service repair and Maintenance for the two (2) SFGLD240 CHP Generators at the Ft. Wayne WPCP Plant, to ensure the reliable and cost effective operation for a period of five (5) years from the date of contract award, per the scope provided below.

Kraft Power will provide and stock in our facilities listed below OEM replacement parts for these units, we also have direct access to all factory inventory in the United States and at the manufacturing facility in Spain. While it is impossible to have all parts available we do have all consumable and wear items in stock.

Kraft Power will sell these parts at 15% off of the current list price as needed, these prices are beyond our control and will change as our pricing changes from the manufacturer.

All Kraft power Facilities listed below are Siemens/Guascor service and parts facilities.

Corporate Office
Kraft Power Corporation
199 Wildwood Ave.
Woburn, MA 01801

Michigan
Kraft Power Corporation
2852 D&M Drive
Gaylord MI. 49735

Ohio
Kraft Power Corporation
4039 Millennium Blvd. SE
Massillon, OH. 44646

New York
Kraft Power Corporation
601 Cambridge Ave.
Syracuse, NY. 13208

New Jersey
Kraft Power Corporation
241 West Parkway
Pompton Plains, NJ. 07444

Kraft Power will provide travel time, labor, expenses and parts listed below to perform routine maintenance every 1200 hours, this proposal has been done with the intention that both units will be serviced during the same trip, eliminating additional costs.

During each 1200 hour visit Kraft Power will adjust the valve train, visually inspect engine for any additional items that may be in need of repair, change oil and oil filters, change spark plugs, per exhibit B Kraft Power will change air filters and clean air intake systems, check engine and heat exchanger back pressures, clean centrifuge filter, sample and if needed change coolant.

This proposal includes for the term of the contract Oil, Oil filters, oil samples and reporting air filters, spark plugs, coolant (one time per year) any additional coolant will be billed at an additional cost, coolant will be sampled twice a year.

This section of proposal is for routine maintenance only, all major service work has been addressed per Exhibit E.

Any additional work beyond this will be performed under our standard labor rates, attached as Exhibit F.

Upon completion of service Kraft Power Technician will start up unit and work with site personnel to put the unit back on line.

Using 1200 hour service intervals for a five (5) year period results in seven (7) services per year for the first three (3) years, with eight (8) services being required during year four (4) and seven (7) services again on year five (5)

Also include in our proposal is remote monitoring done via VPN connection, in order to schedule maintenance adjust and troubleshooting engine issues prior to sending technicians to site, eliminating additional expenses and determining parts that may be needed before dispatching service to eliminate down time. Customer can call and request assistance with this at any time, depending on technician availability we can respond to this within 4 hours.

Emergency response times are very important to Kraft Power, we understand that our customers need their equipment to run, due to logistics of the equipment here, we cannot guarantee 4 hour on site response time.

In some instances we can get to site the same day, but in most cases it will be 6-8 hours Minimum to get a technician to site, depending on technician availability.

EMERGENCY CONTACT #: (866) 713-2152, this is our 24/7 answering service who will call the on call representative.

Oil samples are taken at each service interval and are sent to the lab the same day, it takes 3-4 days to get this information back in our hands, and it will be forwarded on within 48 hours of arrival to Kraft Power.

Year of Contract	Monthly Cost	Yearly Cost
2018	\$9,350.00	\$112,200.00
2019	\$9,639.00	\$115,668.00
2020	\$9,937.00	\$119,250.00
2021	\$11,750.00	\$141,000.00
2022	\$10,784.00	\$129,408.00
TOTAL:		\$617,526.00

If you have any questions, please give us a call!



City of Ft. Wayne

WPCP Biogas Generator System and Gas Conditioning Equipment Preventative Maintenance Program

Proposal # 4272

Unison Gas Skid Maintenance per Exhibit C

Kraft Power is pleased to provide the following proposal for your review.

Kraft Power Corporation will do all scheduled maintenance on the Unison gas skid, on a per visit cost, per the scope below, estimate 6-8 trips per year.

Kraft Power will supply Blower oil and grease, H₂s levels will be checked by Draeger tube at the inlet of the filter and at the Discharge of Gas Skid/Inlet of Generator engine, to determine the operating condition of the H₂s filter, this will help to determine the frequency of changing the media in the H₂s filter.

Gas sampling of the Siloxane filter will be quoted as an additional item to be billed at time of testing, testing is done this way because we don't know how many tests will be needed to determine the change interval for the media, It will require from 3-6 tests the first year and likely 1-2 times a year after the first year, It is also recommended to test the major components yearly and the VOC's should be checked at least once the first year to set a base line for the system

The gas skids will be checked at each oil change interval for the CHP Generators, all maintenance will be performed per Unison's recommended service intervals.

Gas Skid Maintenance Scope

1. Verify full set of data prior to service
2. Inspect lids on conduit fittings for corrosion and clean and re-grease as necessary
3. Check and clean all strainers as necessary
4. Verify chilled water supply temperature and adjust liquid flow as necessary
5. Check freeze point of the chilled water mixture and make recommendations as necessary
6. Perform glycol chiller maintenance checks
7. Check 480V, 3 Ø surge suppresser in gas conditioning system control panel
8. Check 120V surge suppresser in gas conditioning system control panel
9. Check gas conditioning control panel fuses to ensure all are still intact
10. Check gas conditioning control panel push to test lights to ensure bulbs are still intact
11. Verify operation of ventilation fan in control panel
12. Inspect control panel cabinet door gasket, make recommendations as necessary

13. Check blower belt and re-tension as necessary (replacement belts not included)
14. Check motor/blower alignment and remedy as necessary
15. Grease bearings on each end of blower motor
16. Check flexible hoses for wear, make recommendations as necessary
17. H2S testing for pre-skid and post-skid 10 times per year, to be done at engine service intervals.

Cost per above scope: \$1,520.00

1. Oil and grease to service blower 3 times a year per oil change requirements.
2. Re-grease drive side of blower and change blower gearbox oil

Added Cost 3 times/year for above: \$275.00

Belts for gas blower/as needed: \$95.00

GAS TESTING COSTS

Gas Test Major Components: \$550.00

Gas Test Siloxanes:\$618.00

Gas Test Sulfur:\$670.00

Gas Test VOC's:\$675.00

Gas Test All (includes all of the above):\$2,300.00

Shipping (per test kit): \$40.00

Pricing will increase annually by 3% or the change to the Consumer Price Index whichever is greater.



City of Ft. Wayne

WPCP Biogas Generator System and Gas Conditioning Equipment Preventative Maintenance Program

Proposal # 4272

2018 Turbo Charger per Exhibit D.

Kraft Power is pleased to provide the following proposal for your review.

The following proposal is estimated to be needed sometime in 2018 and may be able to be pushed out until the In-frame overhaul at 30,000 hours.

This proposal is per engine and will be needed for each unit at approximately the same time frame.

Kraft Power will provide two service technicians, to travel to and from your location in Ft. Wayne IN, remove the turbo charger and associated parts.

Kraft Power Technician's will clean and prep engine for installation of turbo charger, Kraft Power Technician's will install new turbo and all associated gaskets.

Kraft Power Technician will start up unit and work with site personnel to put the unit back on line

COST:\$7,500.00



City of Ft. Wayne

WPCP Biogas Generator System and Gas Conditioning Equipment Preventative Maintenance Program

Proposal # 4272

2019 In-frame overhaul per Exhibit E.

Kraft Power is pleased to provide the following proposal for your review.

The following proposal is estimated to be needed sometime in 2019 at approximately 30,000 hours.

This proposal is per engine and will be needed for each unit at approximately the same time frame.

Kraft Power will provide two service technicians, to travel to and from your location in Ft. Wayne IN.

Kraft Power will provide all parts and labor per the scope below.

Kraft Power Technician's will remove cylinder heads, connecting rods, pistons and liners, exhaust Manifolds, Kraft Power Technicians will clean and prep engine parts and assemble unit back with OEM parts, Kraft Power Technician's will install rebuilt heads and all associated gaskets, fill unit with coolant and oil.

Kraft Power Technician's will start unit up and check for proper pressures and operating conditions.

Kraft Power Technician will return to site the following morning to inspect engine operating conditions.

COST:\$67,825.00



City of Ft. Wayne

WPCP Biogas Generator System and Gas Conditioning Equipment Preventative Maintenance Program

Proposal # 4272

2021 Top End Overhaul Customer owned Heads per Exhibit E.

Kraft Power is pleased to provide the following proposal for your review.

The following proposal is estimated to be needed sometime in 2021 at approximately 45,000 hours, this will be dependent on the time frame of the in-frame overhaul.

This proposal is per engine and will be needed for each unit at approximately the same time frame.

Kraft Power will provide two service technicians, to travel to and from your location In Ft. Wayne IN, remove the cylinder heads off of the engine being serviced.

Kraft Power Technician's will clean and prep engine for installation of new heads, Kraft Power Technician's will install rebuilt heads and all associated gaskets, fill unit with coolant and assist in startup of the unit.

Kraft Power Technician will return to site the following morning to inspect engine for any visible coolant leaks

CUSTOMER HEADS:\$29,600.00

NEW HEADS: \$39,930.00



City of Ft. Wayne

WPCP Biogas Generator System and Gas Conditioning Equipment Preventative Maintenance Program

Proposal # 4272

2022 Major overhaul per Exhibit E.

Kraft Power is pleased to provide the following proposal for your review.

The following proposal is estimated to be needed sometime in 2022 at approximately 50,000 hours.

This proposal is per engine and will be needed for each unit at approximately the same time frame.

Kraft Power will provide two service technicians, to travel to and from your location in Ft. Wayne IN.

Kraft Power will provide all parts, labor, rigging and transportation per the scope below.

Kraft Power Technician's will remove all associated heat recovery equipment from container to accommodate the removal of the engine generator from the container.

Engine generator will be transported to our facility in Massillon, OH. For overhaul per the scope below.

Engine generator will be separated at engine flywheel housing, Generator will be sent out to be rebuilt this will include new bearings and varnishing and baking the internal windings of the generator.

The engine will be completely dis-assembled, it is assumed that all castings and gears will be within specification to rebuild, in the event that something is found to be out of specification, this will be communicated as soon as the engine is dis-assembled, additional costs could be needed, this will require a change order and customer approval, before we proceed.

The engine block will be sent to a machine shop for inspection and routine maintenance, this includes line boring, re-surfacing of the engine deck, cleaning of bolt holes, checking and polishing of the crank and cam shafts, It is possible that additional machine work could be required, again this could result in the need for a change order and will be communicated if and when anything is found to be out of specification, again this could result in a change order and customer approval, we will always work with the customer to assist in making decisions on if it is better to repair or replace parts out of specification.

Upon completion of machine work the engine block will return to our facility where we will install the crank shaft with new main bearings, new connecting rods and bearings, new liners, pistons and rings, cylinder heads and all associated gaskets to re-assemble the engine back to OEM specifications, the generator will be assembled back to the engine with a new engine coupling, engine will be painted to the same color as when it was received.

Engine generator will be shipped back to location for installation back into the container, unit will be put back together as it was originally.

Kraft Power Technician's will start unit up and check for proper pressures and operating conditions.

Kraft Power Technician will return to site the following morning to inspect engine operating conditions.

COST:\$182,000.00



SERVICE AND TRAVEL RATES

2018 Exhibit F

Straight Time	\$110.00/hr
Overtime	\$165.00/hr
Double Time	\$220.00/hr
Mechanic Truck Travel	\$165.00/hr

Straight time service rates are in effect 8:00 a.m. to 4:30 p.m., Monday through Friday.

Overtime service rates are in effect 4:30 p.m. to 8:00 a.m., Monday through Friday and all day Saturday.

Double time service rates are in effect 12:00 midnight Saturday through 12:00 midnight Sunday and holidays.

A four hour minimum billing will be necessary for all service requests during other than normal working hours.

Specialty Tool Rates:

Exhaust Gas Analyzer	Maintenance/calibration costs	\$250 per day
Borescope	Maintenance and repairs	\$425 per day

Technicians Expenses:

▫ Meals	\$45.00 per diem
▫ Motels	Actual Cost
▫ Tolls, air fare and automobile rental	Actual Cost

Pricing will increase annually by 3% or the change to the Consumer Price Index whichever is greater.



EXHIBIT H PAYMENT SCHEDULE
2018-2022 Kraft Power Biogas Generator Maintenance Program

YEAR	DESCRIPTION	MONTHLY COST	YEARLY COST
2018	MAINTENANCE EXHIBIT B	\$9,350.00	\$112,200.00
2018	GAS SKID MAINTENANCE EXH. C	\$630.00	\$7,560.00
2018	FULL GAS TESTING EXHIBIT C	\$383.34	\$4,600.08
2018	TURBO CHARGER EXHIBIT D	\$1,250.00	\$15,000.00
2018 TOTAL		\$11,613.34	\$139,360.08
2018	REPAIR CONTINGENCY		\$20,000.00
2019	MAINTENANCE EXHIBIT B	\$9,639.00	\$115,668.00
2019	GAS SKID MAINTENANCE EXH. C	\$648.90	\$7,786.80
2019	FULL GAS TESTING EXHIBIT C	\$394.83	\$4,737.96
2019	IN-FRAME EXHIBIT E	\$11,305.00	\$135,660.00
2019 TOTAL		\$21,987.73	\$263,852.76
2019	REPAIR CONTINGENCY		\$20,000.00
2020	MAINTENANCE EXHIBIT B	\$9,937.00	\$119,244.00
2020	GAS SKID MAINTENANCE EXH. C	\$668.36	\$8,020.32
2020	FULL GAS TESTING EXHIBIT C	\$406.68	\$4,880.16
2020 TOTAL		\$11,012.04	\$132,144.48
2020	REPAIR CONTINGENCY		\$20,000.00
2021	MAINTENANCE EXHIBIT B	\$11,750.00	\$141,000.00
2021	GAS SKID MAINTENANCE EXH. C	\$688.42	\$8,261.04
2021	FULL GAS TESTING EXHIBIT C	\$418.88	\$5,026.56
2021	TOP END EXHIBIT E	\$5,794.17	\$69,530.04
2021 TOTAL		\$18,651.47	\$223,817.64
2021	REPAIR CONTINGENCY		\$20,000.00

2022	MAINTENANCE EXHIBIT B	\$10,784.00	\$129,408.00
2022	GAS SKID MAINTENANCE EXH. C	\$709.07	\$8,508.84
2022	FULL GAS TESTING EXHIBIT C	\$431.45	\$5,177.40
2022	MAJOR OH EXHIBIT E	\$30,333.34	\$364,000.08
2022 TOTAL		\$42,257.86	\$507,094.32
2022	REPAIR CONTINGENCY		\$20,000.00
FIVE YEAR MAINT			\$1,266,269.28
	FIVE YEAR CONTINGENCY		\$100,000.00
FIVE YEAR TOTAL			\$1,366,269.28

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department
REQUEST FOR PROPOSAL



Request for Proposal (RFP) Information

RFP#4272

Description.....Biogas Generator System and Gas Conditioning Equipment

RFP Due Date.....Tuesday, January 23, 2018 at 11:00 a.m.

Any and all questions are required to be in writing and submitted via email to the following address: Doug.fasick@cityoffortwayne.org

All questions must be submitted by January 3, 2018 at 5:00 p.m.

Questions and answers will be documented and sent via email to all vendors who have registered to participate in this RFP.

Bid packet delivered to:

City of Fort Wayne
Purchasing Department
200 East Berry Street, Ste 490
Fort Wayne, Indiana 46802-1804

Information Resources:

Purchasing:

Gayle Cooper Telephone: 260) 427-1376 E-mail: gayle.cooper@cityoffortwayne.org

Doug Fasick Telephone: (260) 427-5235 E-mail: doug.fasick@cityoffortwayne.org

Instructions for Bidders

1. Fax proposals and emails will not be accepted for this RFP.
2. Proposals received after the posted RFP Due Date above will not be accepted.
3. Vendor must submit one (1) original and three (3) copies of the proposal are required and (1) true and accurate PDF file (flash drive or CD) of the proposal is required. Three ring binders are NOT requested. We prefer paper copies to be bound simply with a binder clip.
4. To ensure proper identification of your response, the RFP number should be written on the lower left corner of your bid packet envelope.
5. Proposal F.O.B. (Freight on Board) Destination if applicable.
6. If Bidder/Proposer has any proprietary information that cannot be disclosed, the proprietary information should be submitted as a separate package. Bidder/Proposer must understand that all information submitted is subject to public records request after award is made. If proprietary information is requested, bidder/proposer will be contacted and given an opportunity to defend its position that the information is proprietary.
7. Include Vendor Submission page as the first page of proposal.

8. If you are not willing to accept a split award (partial order), your submission must include the statement: "Bidding all or none."
9. Clearly detail in writing any deviation to the stated specifications or terms and conditions (Request for Proposals only)

Documents Required

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete and return all documents requested will make your bid incomplete, and will result in rejection of your bid by the City of Fort Wayne.

Document(s) required with each proposal:

1. Vendor Submission Form
2. Vendor Disclosure Form (Conflict of Interest)
3. Form 96 (Contractors Bid for Public Works) or Non-Collusion Affidavit
4. Specifications/Price Page

Document(s) required of awarded bidder:

1. Certificate of Insurance: Awarded bidders will be required to submit a Certificate of Insurance. The Certificate must list City of Fort Wayne, its Divisions and Subsidiaries as a Certificate Holder with 30-day notification of cancellation or non-renewal. Bidders are required to meet minimum Insurance Requirements according to the following schedule:
 - a. *Commodities and Non-Construction Services*: Automobile Liability \$1,000,000 minimum per occurrence; General Liability \$1,000,000 minimum per occurrence; Aggregates \$1,000,000 minimum per occurrence; Products Liability \$1,000,000 minimum per occurrence; Completed Operations Liability \$1,000,000 minimum per occurrence; Workmen's Compensation per statutory limits.
 - b. *Construction Services*: Automobile Liability \$1,000,000 minimum per occurrence; General Liability \$1,000,000 minimum per occurrence and \$2,000,000 general aggregate; Products Liability \$1,000,000 minimum per occurrence; Completed Operations Liability \$1,000,000 minimum per occurrence; Workmen's Compensation per statutory limits.
2. Service Agreement

Notice to Bidders

1. The legal document, "Standard Terms & Conditions," may be obtained on the City's website at: Cityoffortwayne.org, Finance & Administration, Purchasing, and Standard Terms.
2. Cash discounts: Bidders are encouraged to offer discounts for expedited payment of invoices rendered under this contract. Cash discounts will be taken as earned by the City. Cash discounts will not be considered in the bid evaluation.
3. The City of Fort Wayne has the right and option to terminate the agreement upon thirty days written notice.
4. Quantities indicated are estimates only. City reserves the right to buy additional units of commodity specified at the quoted price.
5. Any waiver of the specifications in Requests for Bids or Proposals is void unless a formal addendum is sent from the Purchasing Department.

6. Approved Equivalents: Unless an item is indicated "No Substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equivalent items will be considered by the City, provided that the Bidder/Proposer specifies the brand and model, and provides all descriptive literature, independent test results, product samples, etc. to enable the City to evaluate the proposed "equivalent". The decision of the City as to what items are equivalent shall be final and conclusive. If the City elects to purchase a brand represented by the Bidder/Proposer to be an "equivalent", the City's acceptance of the item will be conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equivalent, the item shall be returned at the Bidder/Proposer's expense and the contract canceled without any liability whatsoever to the City. When a brand name or level of quality is not stated by the Bidder/Proposer, it is understood the offer is exactly as specified. If more than one brand name is specified, Bidder/Proposer must clearly indicate the brand and model/part number being bid/proposed.
7. Contractor shall understand and comply with the City of Fort Wayne Drug Policy as listed on the City of Fort Wayne website at: www.cityoffortwayne.org, Finance and Administration, Purchasing, Drug Policy.
8. Indiana Business Preference: If Bidder wants to claim local preference per Indiana Code 5-22-15-20.5, Bidder must indicate Indiana Business status as part of their Bid. No claims for local preference will be allowed by Owner after Proposal opening.
9. Indiana Legal Employment: Pursuant to IC 22-5-1.7, Vendors shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program. As a condition of being awarded any contract, the successful Bidder shall execute the E-Verify Affidavit, affirming that the Vendor does not knowingly employ an unauthorized alien and further affirming that Vendor has enrolled in and is participating in the E-Verify Program.
10. All equipment which runs on electricity will carry the energy star rating whenever possible. Computer equipment, etc., may be selected because it meets this specification over competitors that do not.
11. The owner reserves the right to waive any and all formalities and informalities or to reject any and all proposals. The Owner shall accept proposals which, in his judgment, are in his own best interests. Proposals received after the time set are rejected.
12. All expenses incurred in the preparation of a response to this Proposal shall be borne by the bidder.
13. All submitted proposals shall become the property of the City of Fort Wayne.
14. The City is exempt from the payment of state sales and federal taxes.
15. The City reserves the right to reject any proposals. The City's intent is to award to the lowest responsive, responsible bidder.
16. The names of the vendors that submitted proposals will be read publicly in the Purchasing Conference Room located in Suite 490 of Citizen's Square, 200 E. Berry Street, Fort Wayne, Indiana 46802.
17. Mercury Free Specification
Bidders must offer mercury-free alternatives to all products which contain intentionally added mercury (mercury added products) where such alternatives exist. Should such alternatives not be available, bidders must submit with their response a list of products without mercury-free alternatives and an explanation of why alternatives are not available. City reserves the right to reject any and all bids that do not provide mercury-free alternatives or an adequate explanation which city deems acceptable.

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department
200 East Berry Street, Ste. 490
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-1376 Fax (260) 427-1393



Proposal Registration

Complete and fax this document to (260) 427-1393 or email to gayle.cooper@cityoffortwayne.org to register your company for this proposal. Registration allows the Purchasing Department to notify you of any possible changes to the proposal package that may affect your response.

RFP#4272

DescriptionBiogas Generator System and Gas Conditioning Equipment

RFP Due DateTuesday, January 23, 2018 at 11:00 a.m.

Company Information	
Company Name	KRAFT POWER CORP.
Street Address	199 Wildwood Avenue
City, State, ZIP Code	Woburn MA 01888
Telephone	781 - 938 - 9100
Fax	781 933 - 7812
Contact Person	Owen Duffy
E-mail Address	oduffy@kraftpower.com

Signature: Owen Duffy Printed Name: OWEN M DUFFY
(Authorized Representative)

Title: president Date: 10 Jan. 2018

RFP #4272
form rev. 100117

City of Fort Wayne
Thomas C. Henry, Mayor
Purchasing Department
200 East Berry Street, Ste. 490
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-1376 Fax (260) 427-1393



Vendor Submission

RFP#4272
DescriptionBiogas Generator System and Gas Conditioning Equipment
RFP Due Date.....Tuesday, January 23, 2018 at 11:00 a.m.

Scaled proposals should be delivered to the Purchasing Department at the address specified above up to 11:00 a.m. on or before the opening date. Sealed proposals may be opened publicly at 11:01 a.m. in the Purchasing Conference Room. No proposals will be accepted after 11:00 a.m. for any reason whatsoever.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period. However, the agreement to extend must be completed in written form at the original price and under the original conditions governing the contract.

Prompt payment discounts will be allowed as follows: _____% if paid within _____ days.

This Request for Proposal is issued to establish a contract to supply the City of Fort Wayne with a commodity or service in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid for a period of ninety (90) days.

Company: KRAFT POWER CORP

Signature: Owen M. Duffy Printed Name: OWEN M. DUFFY
(Authorized Representative)

Title: President Date: 10 January 2018

Vendor Disclosure

CITY OF FORT WAYNE, INDIANA

Kraft Power Corporation
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTEREST;
3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

Please see attached sheet

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% (☐ yes ☐)

(ii) Distributable income share exceeding 5% (☐ yes ☐)

(iii) Not Applicable (If N/A, go to Section 2) (☐)

Name: _____ Name: _____

Address: _____ Address: _____

- b. For each individual listed in Section 1a, show his/her type of equity ownership:

sole proprietorship (☐) stock (☒
partnership interest (☐) units (LLC) (☐
other explain) _____

- c. For each individual listed in Section 1a, show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: _____ %
Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

Please see attached sheet

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services: Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years: Yes _____ No X

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No X

- c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years: Yes _____ No X

Yes _____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City?

Yes ____ No XX

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City?

Yes ____ No XX

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes ____ No XX

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms: _____

Name / Position / Payment Terms: _____

Name / Position / Payment Terms: _____

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

NO

e. Company / Name / Payment / Terms:

Company	/	Name	/	Payment	/	Terms:
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Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Kraft Power Corporation,
(Name of Vendor)

199 Wildwood Avenue, Woburn MA
Address
(781) 938-9100
Telephone
ODUFFY@KRAFTPOWER.COM
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the

Vendor Disclosure - Kraft Power Corporation

City of Fort Wayne, IN

Vendor disclosure form- sections 1 and 2

(1 a): Individuals owning more than 5% of vendor

	Owen Duffy 199 Wildwood Avenue, Woburn MA	Sara Epstein 199 Wildwood Avenue, Woburn MA	Benjamin Duffy 199 Wildwood Avenue, Woburn MA	Samuel Duffy 199 Wildwood Avenue, Woburn MA	Nora Duffy 199 Wildwood Avenue, Woburn MA
Address					
(1 b): Ownership type	Stock shares	Stock shares	Stock shares	Stock shares	Stock shares
(1 c): Percentage ownership	65.2%	6.0%	9.2%	9.2%	9.2%
(2 a): City employment in previous 3 years?	No	No	No	No	No
(2 b): City employment of "Member of Immediate Family"?	No	No	No	No	No
(2 c): Member of Immediate Family holding elective City office?	No	No	No	No	No
(2 c): Relationship to member of immediate family holding appointive City office?	No	No	No	No	No

RFP #4272
Form rev. 100117

above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed): Owen M Duffy _____ Title: President _____
Signature Owen M Duffy Date 1-5-18

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this 5th day of January, 2018

Kraft Power Corp

(Name of Organization)

President

(Title of Person Signing)

Om n Subk

(Signature)

ACKNOWLEDGEMENT

STATE OF MA)

COUNTY OF Middlesex) ss

Before me, a Notary Public personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

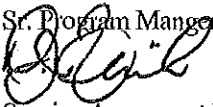
Subscribed and sworn to me this 5 day of January, 2018.

Patricia Rappa

Notary Public Signature

My Commission Expires: 5/11/2023

Interoffice Memo

Date: February 15, 2018
To: Common Council Members
From: Doug Fasick, Sr. Program Manager Energy Engineering and Sustainability Services - City Utilities Engineering 
RE: Five (5) Year Service Agreement between City Utilities Engineering and Kraft Power Corporation

The contractor shall furnish all labor, insurance, equipment, materials for scheduled maintenance, repairs and replacement on the two 400 kW biogas engine driven generators installed by Kraft Power and one biogas conditioning equipment for the WPCP Combined Heat and Power System.

Implications of not being approved: If the Combined Heat and Power System is not properly maintained by the maintenance contractor, we jeopardize the reliability of the system and could incur approximately \$500,000 in additional energy costs by having to purchase retail electricity and natural gas currently provided by the CHP system.

If Prior Approval is being Requested, Justify: N/A

Through the Request for Proposal process, Kraft Power was the only contractor to submit on the proposal. The five (5) year Biogas Generator and Gas Conditioning Equipment Maintenance contract awarded to Kraft Power Corporation for \$1,366,269.20.

The cost of said agreement is funded by Sewer Operations and Maintenance Budget.

Council Introduction Date: February 27, 2018

CC: BOW
Matthew Wirtz
Diane Brown
Chrono
File