

BILL NO. S-24-06-14

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PURCHASE OF POWER AND CONTROL PANEL EQUIPMENT (\$149,570.00) between SHAMBAUGH & SON, L.P. 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 PURCHASE OF POWER AND CONTROL PANEL EQUIPMENT between SHAMBAUGH & SON, L.P. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, affirmed and approved in all respects, respectfully for:

THE PURCHASE OF POWER AND CONTROL PANEL EQUIPMENT EQUIPMENT TO MAINTAIN CONSISTENCY THROUGHOUT OUR STORM AND SEWER COLLECTION SYSTEM AND DATA COLLECTION SYSTEM;

involving a total cost of ONE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED SEVENTY AND 00/100 DOLLARS - (\$149,570.00). 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

Malak Heiny, City Attorney

City of Fort Wayne

Sharon Tucker, Mayor

Purchasing Department

200 East Berry Street, Ste. 490

Fort Wayne, Indiana 46802-1804

Telephone (260) 427-1103 Fax (260) 427-1393

VENDOR SUBMISSION FORM

RFP#9121990

Description.....3RPORT Drop Shaft Power & Control Panels

RFP Due Date.....Thursday, May 30, 2024, at 11:00 a.m.

Proposals will be received electronically through QuestCDN vBid Online Bidding ONLY.

This RFP is issued to establish a contract to supply the City of Fort Wayne with products in accordance with the accompanying specifications. The execution hereof by the proposer is acceptance of all terms and conditions herein and in that regard the proposer agrees to be bound by same and be bound to the amount of the proposal throughout the designated term.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser period.

Company: _____ Shambaugh & Son, L.P. _____

Address: _____ 7614 Opportunity Drive _____

City/State/Zip: _____ Fort Wayne, IN 46825 _____

Printed Name: _____ Dan Ritzert _____

Email: _____ dritzer@shambaugh.com _____

**CITY of FORT WAYNE
WATER POLLUTION CONTROL PLANT
3RPORT DROP SHAFT CONTROL AND POWER PANELS
PANEL REQUIREMENTS
WORK ORDER No. 77301**

Scope of Work:

1. Drop Shaft Control Panel

- a) General PLC Control Panel Requirements – refer to each control panel drawing set for specific instructions as there are seven individual panel drawings.
 1. Provide and furnish the PLC control panel per prints and bill of materials. Review all sheets of the drawings as the BOM may not include every ancillary item required to provide a complete functional panel.
 2. Minimum wire size/gauge shall be #16.
 3. Enclosures/panels shall be UL listed.
 4. Laminated drawings (8 ½" x 11") of ladder logic shall be installed on the door.
 - a. Number of sheets to be determined by owner.
 5. Full complete drawing set (11" x 17") to be placed in pocket in panel.
 6. Provide owner any additional parts, manuals, etc... from components.
 7. All penetrations must be sealed with silicon (must be watertight/resistant/proof).
 8. Top of panel penetrations are not permitted (requires owner written consent if allowed).
 9. Freestanding panels shall not have any mounting holes/penetrations on back of panel.
 10. Wall/riser mounted panels shall have welded mounting tabs.
 11. OITs are only required in DS#01 and DS#05. All other drop shaft sites will be evaluated in the future.
 12. In general, the owner will be providing the following equipment, Radio, ADS, Expac, Vega, Switches. Refer to each panel BOM Device legend to confirm if supplied by panel shop, supplied by owner, or a field device.
 13. A revised panel drawing set for each site will be provided with the correct label which will include the station structure ID. The structure ID is a six digit (letter followed by five numbers). Example: K03 092-PLC01

2. Drop Shaft Power Panel

- a) General Power Panel Requirements – refer to each Drop Shaft Site for the power panel drawing set with specific instructions for that particular location. There are five individual panel drawings.

1. Provide and furnish the power panel for each Drop Shaft Site per the prints and bill of materials. Review all sheets of the drawings as the BOM may not include every ancillary item required to provide a complete functional panel.
2. Minimum wire size/gauge shall be #14.
3. Enclosures/panels shall be UL listed.
4. Provide the owner with any additional parts, manuals, etc. from components.
5. Verbal Description of work to accompany drawings.
 - a. The incoming utility power wiring shall be terminated at the distribution lugs and shall be provided with voltage surge protection device to protect all equipment mounted within the enclosure from switching surges and lightning induced surges.
 - b. Locate surge protection device in such a manner as to facilitate inspection and future replacement of damaged units. Comply with UL 1449 and ANSI C62.41 Standards.
 - c. Power within the panel shall be distributed further through thermal magnetic circuit breakers and motor circuit protectors, which shall be accessible from the front of the swing-out panel without opening the swing-out panel.

Provide the following:

 - i. A motor circuit protector for each gate.
 - ii. Circuit breakers shall have minimum interrupting rating of 22,000 Amperes.
 - d. Separate incoming terminals for control circuit panel control power and telemetry transceiver.
 - e. Distribute 120 Volt AC power through single pole, circuit breakers as shown on the single line diagram, which shall have minimum interrupting rating of 10,000 Amperes.

Provide a circuit breaker for each of the following items:

 - i. Motor control circuit.
 - ii. Panel light and thermostatically controlled enclosure heater described above.
 - iii. Convenience GFI receptacle.
 - Additional items as specified on single line diagram.
 - iv. Provide terminal blocks, which shall be grouped together, for remote control and monitoring wiring.
 - v. Provide all electro mechanical relays as necessary to achieve the intended operation as described. Relays shall be plug-in ice-cube style, 3PDT or 4PDT, with manual operator and indicator light. Contacts shall be rated a minimum of 10 amps at 240 VAC.

- vi. Manufacturers shall be as listed in BOM drawing set. Products of other manufacturers assembled to provide all specified functions, including reliability equal to or exceeding that of the manufacturers listed above, may be submitted for approval.

3. Checkout (FAT of all panels)

- a) Supplier shall be present during checkout.
- b) Factory Acceptance Testing (FAT) – Checkout of panel at vendor shop.
 - 1. Upon completion of panels
 - a. Provide FAT acceptance support of simulation of IO through PLC for checkout.
 - b. Pictures - Detail views of panels should be submitted electronically (via email) to Owner for review prior to schedule of delivery.
 - c. The Owner or Owner's representative reserves the right to visit panel shop to inspect panels. Intent of FAT is to verify panels are built to print and that all components are wired properly.
 - 2. Both the Control Panel and Power Panel will need to function as a complete system.

4. Schedule

- a) August 2024 – Preconstruction meeting for project with Prime contractor.
 - 1. Overall Project Milestones
 - a. Substantial Completion – 10/30/24
 - b. Final Completion – 12/13/24
- b) *7/15/24 - Factory Acceptance Test.
- c) *7/29/24 – Panel ready for delivery.
- d) TBD – Checkout and Startup at Site (coordination with Owner and Prime Contractor). The intent would be to provide 2 weeks notification when this is to take place, so all parties have time to appropriately schedule.
**Note: Depending on panel builder, these dates have the possibility to be moved up. During preconstruction meeting with Prime Contractor there will be discussion if earlier delivery is desired by panel builder and if Prime contractor is willing to accept.*
- e) We realize this is a quick timeline. While assembling your bid, please identify any items that will have long lead times. Additionally, propose any substitutions of long lead items for owner's consideration with hopes of maintaining schedule. If panel builder finds the timeline too tight, they should bring to the owner's attention along with reason.
 - 1. All the above items (questions/concerns) should be included within the question period so they can be addressed via addendum.

5. Delivery

- a) Include delivery of panels. The location will be job site (each drop shaft location...see table below.).

- b) Coordination of exact delivery date/time will be with Prime contractor depends on status of construction.
- c) Due to the number of panels, this may include multiple delivery trips...as it will be dependent on panel builders truck size and the Prime contractor's ability to provide access to each location for delivery.

Drop Shaft Physical Location				
DS#	Location	Address	Township	Zip
DS01	Foster Park	3902 Old Mill Road	Wayne	46807
DS02	Waldron Circle	1519 Waldron Circle	Wayne	46807
DS05	Thieme & Berry	Thieme Drive	Wayne	46802
DS07	CSO 023, 024, 025	719 Michaels Ave.	Wayne	46802
DS09	Third Street Pump Station	100 Third St.	Wayne	46802
DS09	Harrison St.	126 Clair Avenue	Wayne	46802
DS12	Coombs St.	602 Coombs St.	Wayne	46803

6. Warranty

- a) Provide cost for a warranty period of 15 months from date of delivery. Warranty shall include all labor, material, and miscellaneous charges. Warranty shall be included within the line item associated with the panel (control/power).

7. Payment

- a) Purchase Order
 - 1. The selected panel shop will be notified, and a purchase order (PO) will be issued. Panel shop shall notify Owner via email that they have received PO. Since this RFP has been sent out by the Purchasing department, all forms and requirements shall be met as outlined in the RFP and by Purchasing via Quest CDN.
 - 2. The invoice will be submitted upon completing all the panel builds, FAT, and delivery of all panels.
 - i. An email as verification will need to be sent to Owner from Prime Contractor (or their designated subcontractor) to ensure that panels have been received. Upon receiving that email notification, panel shop shall email invoice to Owner.
- b) Owner's Approved Allowance
 - 1. A \$10,000 Owner's approved allowance has been included in this RFP. This is for unforeseen work that may be requested by Owner which is not included in the scope of work.
 - 2. Each quote must include the \$10,000 Owner's approved allowance.
 - 3. If there is any question regarding the use of the allowance, panel shop must get approval in writing via email from Owner.
 - a. Example of Owner's approved allowance.

- i. Panel Builder notifies Owner of request to use allowance. Via email it should include the reason to use allowance, brief description (include part number, etc...as applicable), and quote to perform work. All quotes shall be itemized. Distinguish between parts and labor. No Indiana sales tax shall be included in quote as City Of Fort Wayne is Indiana sales tax exempt.
 - ii. The Owner may request work from panel builder to which a description of work/services will be provided. Panel builder follows up with request quote.
- 4. If there are no allowance items, the panel builder will not invoice for any of the \$10,000. Only approved allowances will be allowed to be invoiced and should be properly noted on invoices.

Bid Sheet
CITY of FORT WAYNE
WATER POLLUTION CONTROL PLANT
3RPORT DROP SHAFT CONTROL AND POWER PANELS
WORK ORDER No. 77301

-All Substitutions to be Approved by Owner-
Control & Power Panels Evaluation Bid Sheet

WATER POLLUTION CONTROL PLANT
3RPORT DROP SHAFT CONTROL AND POWER PANELS
WORK ORDER No. 77031

-All Substitutions to be Approved by Owner-

Control & Power Panels												
				Evaluation Criteria (Items #1 - #8)								
ITEM #	QTY	Unit	DESCRIPTION	Item #1 UL Listed Shop (Y/N)	Item #2 Location (Mailing Address... city/state)	Item #3 Years of Experience (Number)	Item #4 Delivery Date	Item #5 SRF Forms	Item #6 Control Panel Price	Item #7 Power Panel Price	Item #8 Delivery Price	Total
1	n/a	n/a	General Information						n/a	n/a	n/a	n/a
2	1	Each	Drop Shaft #01 Panel	n/a	n/a	n/a	n/a	n/a	\$17,350.00	\$7,200.00	\$160.00	\$24,710.00
3	1	Each	Drop Shaft #02 Panel	n/a	n/a	n/a	n/a	n/a	\$16,320.00	\$7,190.00	\$160.00	\$23,670.00
4	1	Each	Drop Shaft #05 Panel	n/a	n/a	n/a	n/a	n/a	\$14,170.00	n/a	\$80.00	\$14,250.00
5	1	Each	Drop Shaft #07 Panel	n/a	n/a	n/a	n/a	n/a	\$16,320.00	\$7,200.00	\$160.00	\$23,680.00
6	1	Each	Drop Shaft #09 – South Side Panel	n/a	n/a	n/a	n/a	n/a	\$16,360.00	\$7,090.00	\$80.00	\$23,530.00
7	1	Each	Drop Shaft #09 – Third Street Panel	n/a	n/a	n/a	n/a	n/a	\$7,120.00	n/a	\$80.00	\$ 7,200.00
8	1	Each	Drop Shaft #12 Panel	n/a	n/a	n/a	n/a	n/a	\$16,390.00	\$5,980.00	\$160.00	\$22,530.00
9	1	Each	Owners Approved Allowance	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$10,000.00
Total Base Bid												\$149,570.00

**Note: Vendor may provide an accompanying sheet(s) as needed to adequately provide answers to Item #1 UL List Shop, #2 Location, #3, Years of Experience, #4 delivery date.*

Funding Source – SRF:

- Since this is an SFR funded project, the following forms will need to be completed and included to be a responsive bidder.
 - 00 45 52 Vendor Disclosure Form 8.22.17
 - 00 54 53 E-Verify Affidavit 3.5.18
 - 00 54 72 OEE 1
 - 00 54 73 OEE 2
 - M - BABA Contract Provision
 - N - BABA certification from contractor
 - Non-Collusion Affidavit

General Information:

City Utilities reserves the right to accept and reject any portion of the bids. Additionally, City Utilities reserves the right to select multiple vendors for any portion of the bids.

Quantities on items stated are estimates only. Actual amounts purchased may be more or less. The Utility shall not pay sales tax. The amount on the bid tab shall include all costs.

BID SELECTION PROCESS

The basis of the award will be to the respondent receiving the most points based on the 100-point scoring system as outlined below.

Item #	Evaluation Criteria	Maximum # of Points
1	UL List Shop	5
2	Location	5
3	Years of Experience	10
4	Delivery Date	15
5	SRF Forms	10
6	Control Panel Price	20
7	Power Panel Price	20
8	Delivery Price	15

Criteria for Evaluation of 3RPORT Drop Shaft Control & Power Panels

1. UL Listed Shop: Compliance that the panel shop can provide UL listed panels as required for this project.
2. Location: All panels require the owner and/or their representative to be in attendance for the FAT (Factory Acceptance Testing). The distance (travel time) associated will be a factor. Local is considered within Allen County Indiana whereas outside of Indiana will have either in-state or out-of-state designation and will be rated accordingly. Additionally, where a panel shop is considered a "brick & mortar" business having a storefront/space designated for panel shop rather than working out of a residential unit.
3. Years of experience: the panel shops number of years in business, how long the business has been established and working on panel builds. Also take into consideration the number of employees and their years of experience working on panel builds.
4. Delivery Date: included in the scope of work is a tentative schedule that is to be used as a guideline. Looking for a panel shop to provide their ability to conform to tentative schedule or provide an alternative schedule. If an alternate schedule is proposed by panel shop, it is required they submit reasoning for the proposed schedule...example (panel shop workload, ability to procure equipment to manufacture the panels, etc...). Please advise if there are any issues with lead times...as that should not prohibit a panel shop from submitting on this RFP.
5. SRF Forms: Submission of the seven SRF forms completed (signed and filled out).

6. *Control Panel Price: Price will be taken from summing item #2 through item #8 to receive a total cost for control panel price. The scoring formula shall be:

$$\text{Score} = \frac{\text{Total base bid lowest price (sum bid items \#2 thru \#8)}}{(\text{your price bid of items \#2 thru \#8})} \times 20$$

7. *Power Panel Price: Price will be taken from summing item #2 through item #8 to receive a total cost for control panel price. The scoring formula shall be:

$$\text{Score} = \frac{\text{Total base bid lowest price (sum bid items \#2 thru \#8)}}{(\text{your price bid of items \#2 thru \#8})} \times 20$$

8. Delivery Price: This is the cost associated with delivery of each of the panels from the vendor's panel shop to the designated site location (coordination of delivery will take place between Prime contractor and panel shop...with the assistance of owner). The scoring formula shall be:

$$\text{Score} = \frac{\text{Total base bid lowest price (sum bid items \#2 thru \#8)}}{(\text{your price bid of items \#2 thru \#8})} \times 15$$

*Note: Pricing – the total base bid price will be used to determine the vendor that is the lowest. After first identifying the lowest price vendor, item #6, item #7, and item #8 (as outlined above) will be determined to identify scoring for each vendor.

A committee of individuals to be selected by the City of Fort Wayne will perform evaluation of the proposals. The proposals will be scored and ranked based on the selection committee's evaluation. In the event of close scoring, a shortlist interview may be performed. The firm with the highest cumulative score will be invited to enter into contract negotiations. If an agreement cannot be reached, the second highest proposer may be contacted for negotiations.

In submitting a proposal, each firm acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of City approving or proposed agreement without limitation. Nothing in the Request for Proposal or in subsequent negotiations creates any vested rights in any person.

The City reserves the right to award the contract to the highest ranked vendor without further discussions. The City reserves the right to reject all proposals received.

Vendor Signature



Date 5/30/2024

Dan Ritzert



May 30, 2024

City of Fort Wayne

Water Pollution Control Plant 3RPORT Drop Shaft Control and Power Panels, Work Order # 77301

Re: Proposal 2024-01814

Dear Mr. Christos Kyrou,

Thank you for the opportunity to provide this proposal for the Water Pollution Control Plant 3RPORT Drop Shaft Control and Power Panels for Work Order #77301. Below are additional details requested in the RFP.

S&S has received and read both Addendum #1 and #2.

1.UL Listed Panel Shop

Shambaugh & Son, L.P. Panel Shop:

- UL 508A Panel Shop
- Certified in UL since 1990
- UL Site #630704.

All panels for this project will be UL508A listed.

2.Location

S&S Panel Shop
7252 Disalle Boulevard
Fort Wayne, IN 46825

Brian Waikel, bwaikel@shambaugh.com , 260-487-7925.

Shambaugh & Son, L.P. Panel Shop is located next to our engineering offices. This convenient location is aides in quick answers and assistance in technical questions when needed.

Panel Shop hours are 7 a.m. to 3:30 p.m. daily. City personnel are welcome to visit the panel shop to check on panel progress.

3. Key Personnel

Jason Paxson – Automation Engineering Manager

Jason Paxson oversees the panel shop and provides supervisory and advisory roles. He will not be involved in the day-to-day details of the project.

Brian Waikel – Panel Shop Foreman – Journeyman Electrician

Brian is the Panel Shop Foreman, Journeyman Electrician, Qualified Manufacturer Technical Representative, with 34 years of experience assembling and testing panels.

ShambaughFamilyOfExcellence

ISO 9001:2015-CERTIFIED

7614 OPPORTUNITY DRIVE | FORT WAYNE IN 46825 | 260.487.7777 | SHAMBAUGH.COM

Currently, we have 5 panel shop panel builders with a combined 100 years of experience!!

Brian Waikel and Nathan Culp have been trained and certified under the UL training program to provide UL508A Listed panels, paperwork required, and comply with all applicable UL508A rules. Brian and Nathan hold the certificate "Qualified Manufacturer Technical Representative" dated 7-29-2021.

4. Delivery Dates

S&S will be ready to begin FAT testing on Monday, July 15. The Panel Shop will set up the panels for the on-site FAT testing. Panels completed and ready for FAT before July 15, can be tested and shipped ahead of time. We will be in contact with Christos Kyrrou for panels completed ahead of schedule.

We understand the priority will be DS-01, DS-05, and DS-09-Harrison (per Addendum). These panels will be assembled, tested, prepared for the FAT test, and delivered first with the others to follow.

If the schedule is not moved up, all panels will be tested between July 15-July 26. After the panels are finished with the FAT test, the Panel Shop will prepare all panels for delivery. All panels will be strapped to skids and ready for the Prime Contractor to off load panels with a fork lift or other such device. S&S trucks have lift gates. S&S has the ability to deliver all panels in one day.

If the schedule is not moved up, all panels will be ready for shipping on Monday, July 29. S&S will coordinate the exact date and time with the Prime Contractor. We understand there are multiple delivery locations per map provided.

We will gladly modify the schedule as needed. All panels will be kept inside the S&S panel shop until delivered.

In the event there are any component delays, we will be in contact with Christos Kyrrou for delivery dates, possible substitutions, or other ways to keep panels on-schedule.

Panels	Delivery Date	Priority
DS-01 Control & Power	7/29/2024	#1
DS-05 Control	7/29/2024	#1
DS-09 Control & Power	7/29/2024	#1
DS-09 Control	7/29/2024	#1
DS-02 Control & Power	7/29 or 7/30/2024	#2
DS-07 Control & Power	7/29 or 7/30/2024	#2
DS-12 Control & Power	7/29 or 7/30/2024	#2

5. Office Location

Founded in 1926, Shambaugh & Son, L.P. is one of the largest and most successful specialty contractors in the U.S., performing over \$902 million of construction per year with nearly 2,100 field/shop staff strengthened by over 300 Engineers/Designers and 400 support staff throughout the 50 states. Headquartered in Fort Wayne, IN, Shambaugh has 30 offices strategically placed in 23 cities across Alabama, Arizona, California, Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Nevada, Ohio, and Texas.

The Automation Engineering Group was established in 1987 and currently has 18 staff members dedicated to performing controls projects. With a full-service panel fabrication shop, we provide fully assembled and tested panels designed to unique specifications – UL listed, if required.

Shambaugh is a subsidiary of EMCOR Group, Inc. (NYSE: EME), a Fortune® 500 company with 2020 revenues of \$8.8B.

5. Warranty

The panels for this project will be covered for a warranty period of 15 months from the date of delivery. The warranty shall include all labor, material, and miscellaneous items. Warranty shall be included within the line items associated with the panels. Warranty will not include misuse of panels, misapplied power, over voltage or over current applied to the panels.

6.BOM Changes and Notes

1. The (3) COF6-42EL3612SSLPPL-MI panels (DS-02 PLC, DS-07 PLC, DS-09PLC) and (1) COF6-42EL3612SSLPPL-MI (DS-01 PLC) come with the welded on stainless mounting ears per Saginaw via email.
2. All other Control and Power Panels are missing mounting tabs in the BOMs and not welded.
 - a. Welding tabs is required for City of Fort Wayne panels per RFP 1.10.
 - b. **S&S included (6) sets of SCE-ELMFK4SS6-OS.**
 - c. **S&S included welding (6) sets of mounting tabs to (6) panels.**
 - d. DS-12 PLC Harrison, DS-01 Power, DS-02 Power, DS-07 Power, DS-09 Power, DS-12 Power
3. DS-01 and DS-09 Power Panel
 - a. Missing Receptacle from BOM.
 - b. **S&S included the receptacle in these 2 panels.**
4. DS-01 BOM lists the owner providing the Ethernet switch.
 - a. All other panels has the Panel Builder providing the Ethernet switches.
 - b. Our bid is based on the BOM provided.
5. Power Panels DS-01, DS-02, DS-07, DS-09 all missing the ground bars listed on DS-12
 - a. **S&S included the ground bars in all power panels.**
6. All Power Panels are missing transformer mounting hubs, etc. from BOM but listed on drawing.
 - a. **S&S added mounting hardware required for the transformers for all power panels.**
7. DS-01 Control Panel BOM Item #21 obsolete, replaced with 1274119.
8. DS-07 Control Panel BOM Item #51 has been supplied by Owner on all other drawings.
 - a. S&S assumed provided by Owner for this drawing too and excluded by S&S.
9. DS-09 SOUTH SIDE Control Panel BOM Item #14 Hammond SPB2 dead front kit
 - a. S&S excluded this item.
 - b. Dead front comes with Saginaw panels.
10. All Control Panels are missing 5069 Screw connector for FPD Module.
 - a. S&S excluded this item.
11. Per Addendum #1
 - a. **S&S added LEDA1S35 to all Control Panels.**

7.Lead Time Information Provided from Suppliers

1. Panel COF6-60EL3612SSLPPL-MI
 - a. 8 week lead time per Saginaw.
 - b. This panel is used for DS-01 PLC.
 - c. Substitute: (1) SCE-60EL3612SSLPPL, SCE-ELMFK4SS6-OS, and weld mounting tabs.
 - d. **ADD \$240.00 for this panel substitution**
2. Panel COF6-42EL3612SSLPPL-MI
 - a. 8 week lead time per Saginaw.
 - b. This panel is used for **DS-02 PLC, DS-07 PLC, and DS-09 PLC.**
 - c. Substitute: (1) SCE-42EL3612SSLPPL, SCE-ELMFK4SS6-OS, and weld mounting tabs.
 - d. **ADD \$140.00 per panel for substitution (three panels total) = ADD \$420.00 to total project.**

3. AGC-1-32-R
 - a. The price from Kendall is nearly 10x the substitute provided below and sold in multiples of (5) only.
 - b. These fuses are being discontinued by some vendors.
 - c. We have included (50) AGC-1-32-R in our bid.
 - d. Substitute: GSB1/32 (same substitution as provided for Adams Center Gate Control Panel)
 - e. DEDUCT \$1,640.00 from total project.
4. EFH400-120 Heater
 - a. Factory made to order, non-cancellable, non-returnable
 - b. 6-8 week lead time ARO
 - c. Substitute: (11) Thermal Edge Heater 03115.9-00
 - i. (5) in stock
 - ii. (6) Within 1 week
 - d. DEDUCT \$1,750.00 from total project.
5. HSP5F3AS Hevi Duty Transformer
 - a. 13 week lead time from the factory
 - b. Substitute: (4) Hammond Q003LEKF7 3KVA Transformers
 - i. In stock in USA.
 - c. ADD \$1,350.00 to total project

8. Clarifications

1. Sales tax is excluded.
2. All labor is based on weekdays and hours from 7:30am-5pm. Overtime is not included in this price.
3. This price assumes there is sufficient room for new control panel installation.
4. This price does not include any additional hardware, software, or panels.
5. This price does not include any Payment & Performance Bonds.
6. This quotation is good for 30 days. After 30 days, Shambaugh & Son L.P. reserves the right to adjust the price due to the possible increase in material or labor costs.

Thank you for this opportunity to provide this RFP. We look forward to working with you on this and future projects. Please call me with any questions you may have.

Best Regards,



Barb Jamicich
Automation Estimator
P 260-487-7742, Email bjamicich@shambaugh.com

CC: Jason Paxson
Automation Engineering Manager
P 260-497-1684, Email jpaxson@shambaugh.com

CITY OF FORT WAYNE, INDIANA

Shambaugh & Son, L.P.

(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

- 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% ☐

(ii) Distributable income share exceeding 5% ☐

(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)

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, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes X No _____

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).

See attached.

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No X

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 X

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.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

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

Shambaugh & Son, L.P.

(Name of Vendor)

7614 Opportunity Drive, Fort Wayne, IN 46825

Address

(260) 487-7777

Telephone

drltzer@shambaugh.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 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) Dan Riltzer

Title Sr. Vice President, Division Manager Mechanical Process Group

Signature



Date May 28, 2024

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

Current Contracts with the City of Fort Wayne as of May 28, 2024

2022 FLP PLC Replacements	RFP 67126	Christos Kyrrou
Pond 3 Bleedback Improvements Phase II	RFP 77031	Christos Kyrrou
Foster Park Pump Station	RFP 77084	Christos Kyrrou
Carbon Dioxide System Improvements	RFP 67189	Christos Kyrrou
2024 Toe Drain Control Improvements	RFP 83983	Christos Kyrrou
SCADA Migration – Work Package No. 7	RFP 76472-05	Zachary Katter
Adams Center Gate Control Panels	RFP 9050554	Christos Kyrrou

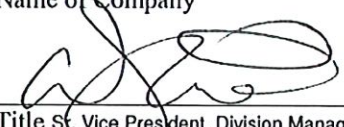
E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7, Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208). Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor is not required to verify the work eligibility status of all newly hired employees of Contractor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, under penalty of perjury, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Shambaugh & Son, L.P.

Name of Company

By: 

Title Sr. Vice President, Division Manager Mechanical Process Group

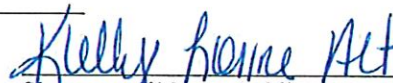
ACKNOWLEDGMENT

STATE OF) Indiana
) SS
COUNTY OF) Allen

Before me, a Notary Public, in and for said State and County, personally appeared the within named Company by Name, Title, who under penalty of perjury, deposes and states that he/she is a duly authorized agent of the Contractor, and as such duly authorized to execute the foregoing Declaration, and acknowledged the same as his/her voluntary act and deed.

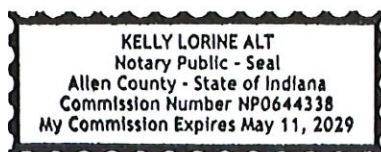
WITNESS my hand and seal this 28th day of May, 20 24.

My Commission Expires: May 11, 2029


Signature of Notary Public

Resident of Allen County

Kelly Lorine Alt
Printed Name



E-Verify Affidavit
00 54 53-1

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or nation origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

Date

Dan Riltzert, Sr. Vice President, Division Manager Mechanical Process Group

Name and Title of Signer (Please type)

Shambaugh & Son, L.P.

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

OEE-1 (11/79)

OEE-1
00 54 72-1

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: Local Union 305, I.B.E.W., AFL-CIO
(Name of union or organization of workers)

The undersigned currently holds contract(s) with Shambaugh & Son, L.P.
(Name of Applicant)

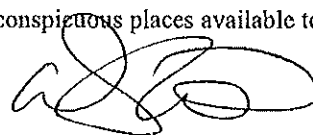
involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR
OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING
INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posed by the undersigned in conspicuous places available to employees or applicants for employment.



Sr. Vice President, Division Manager Mechanical Process Group
Shambaugh & Son, L.P.

(Contractor or Subcontractor)

May 28, 2024

(Date)

OOE-2 (11/79)

OOE-2
00 54 73-1

Attachment M

Required Contract Provisions Related to the Build America, Buy America Act (BABA)

A provision substantially like the below will be included in each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including BABA) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

City of Fort

The Contractor hereby acknowledges to and for the benefit of the Wayne ("Owner") and the Indiana Finance Authority (the "Authority") that it understands the work, goods and services under this Agreement are being funded with monies made available by the State Revolving Fund Loan Program and such appropriation contains provisions commonly known as "Build America, Buy America" that requires all of the iron and steel products, manufactured products, and construction materials, permanently incorporated in the project be produced in the United States ("Build America, Buy America Requirements") including iron and steel products, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials permanently incorporated in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

Attachment N

**Required Certification from Contractor Related to the Build America Buy America Act
(BABA)**

A certification substantially like the below will be obtained in advance of entering each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including BABA) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following certification.

CERTIFICATION

Dan Ritzert
I, Sr. VP, Division Manager Mechanical Process Group, of Shambaugh & Son, L.P.
(Name and Title of Certifying Officer) (Successful Bidder)
hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the

City of Fort Wayne, Indiana related to its 3RPORT Drop Shaft Power & Control Panels Project
(SRF Applicant) (Project Name)
involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions commonly known as the "Build American, Buy America Act" requiring that all iron and steel products, manufactured products, and construction materials permanently incorporated in the Project be produced in the United States ("Build America, Buy America"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel products, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the procurement contract will include a provision substantially like Attachment M.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.


(Signature)

5-28-24
(Date)

STATE OF Indiana)
) SS:
COUNTY OF Allen)

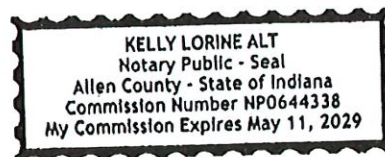
Before me, a Notary Public in and for said County and State, personally appeared Daniel R. Ruff, the SVP of Shambaugh + Son, LP, who, being first duly sworn, acknowledged the execution of the above and foregoing instrument for and on behalf of said entity.

Dated this 28th day of May.

My commission expires:
May 11, 2029

County of Residence:
Allen

Kelly Lorine Alt
Kelly Lorine Alt, Notary Public
(Printed)



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.

Shambaugh & Son, L.P.

Name of Company

Dan Ritzert

Printed Name of Person Signing



Signature

Sr. Vice President, Division Manager Mechanical Process Group

Title

5.28.24

Date

Interoffice Memo

Date: June 5, 2024
To: Common Council Members
From: Michael Kiester, Manager, City Utilities Engineering
RE: 3RPORT Power and Control Systems – Power & Control Panel Purchase
77301

208
06/06/2024

Council District – N/A

This ordinance is for the Purchase of power and control panel equipment from Shambaugh. City Utilities has standardized on power and control panel designs. This is to maintain consistency throughout our storm and sewer collection system and data collection system. This purchase is for \$149,570.00.

Implications of not being approved:

City Utilities is in the process of building and commissioning the new 3RPORT Tunnel. The power and control panels are required to monitor the performance of the tunnel system and provide operators with real-time information for decision making.

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

Council Introduction Date: 06/11/2024

CC: Matthew Wirtz
Jill Helfrich
File