



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #2**

Bid Number: 122-2012

Date: August 30, 2012

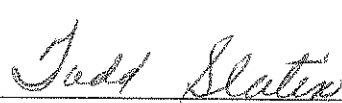
Subject: Switch Gear Maintenance

Please address inquiries to:  
Betty Landrum (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarifications to the above referenced bid:

- 1) Due to the fact that, when scanning the bid packet, the original Invitation to Bid sheet was inadvertently omitted. Please see attached forms that now apply to this bid. Signing the Affidavit or Addendum #1 that was released on August 29, 2012 will not make your bid legal.
- 2) **Please note that the Bid Opening Date has been changed to September 6, 2012 local time to allow for bidders to submit signatures to make their bid valid.** All currently received bids will remain unopened until that day & time. For the bids already received to be considered valid, Central Purchasing must receive the attached forms which at the time of bid opening will be attached to the previously received bid documents.

  
Todd Slatin, Acting Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

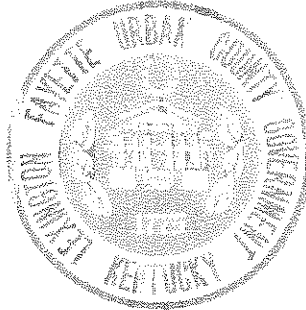
COMPANY NAME: CE Power Solutions of KY, LLC

ADDRESS: 1803 Taylor Avenue, Louisville, KY 40213

SIGNATURE OF BIDDER: 

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital Of The World

## INVITATION TO BID #122-2012

### Switch Gear Maintenance

#### NOTICE TO BIDDERS

**Bid Opening Date:** September 6, 2012

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

\*\*\*\*\*

**Pre Bid Meeting:** N/A

**Pre Bid Time:**

**Address:**

**INVITATION TO BID**

Bid Invitation Number: #122-2012

Date of Issue: 08/16/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **09/06/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.


Bids are to include all shipping costs to the point of delivery located at: 301 Lisle Industrial Avenue

Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>QTY</b>	<b>Commodity/Service</b>
<b>PCT</b>	<b>Switch Gear Maintenance</b>
	See specifications

<p><b><u>Check One:</u></b></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p><b><u>Proposed Delivery:</u></b></p> <p>TBD days after acceptance of bid.</p> <p>Schedule upon receipt of contract</p>
<p><b><u>Procurement Card Usage</u></b></p> <p><input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>	

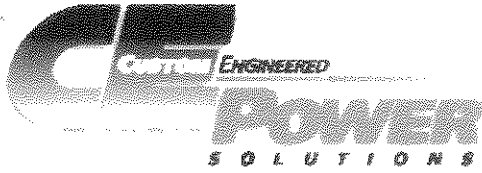
Submitted by: CE Power Solutions of KY, LLC  
*Firm*  
1803 Taylor Avenue  
*Address*  
Louisville, KY 40213  
*City, State & Zip*

*Bid must be signed:  
(original signature)*   
**Signature of Authorized Company Representative – Title**  
Mike Oswald  
*Representative's Name (Typed or printed)*

800-434-0415 / 513.887.0842 (Fax)  
*Area Code - Phone -- Extension      Fax #*

info@cepower.net  
*E-Mail Address*

*The Affidavit in this bid must be completed before your firm can be considered for award of this contract.*



Safe, Reliable, Cost-Effective Solutions for the Electrical Power Industry!

[www.cepower.net](http://www.cepower.net)

**Proposal # 801473**

Wednesday, August 29, 2012

City of Lexington  
200 East Main Street  
Lexington, KY 40507

**Attn: Betty Landrum**

**Subject:** 801473 Switchgear Maint Contract Div of Water

**Reference:** INVITATION TO BID #122-2012; Switch Gear Maintenance

**Dear Betty:**

CE Power Solutions appreciates this opportunity to be of service to City of Lexington. Per the above referenced subject, we submit the following for your consideration: CE Power Solutions will provide the required technical labor, supervision, basic equipment, consumable materials and Professional Engineering services to perform the following scope of work:

#### **WORK SCOPE**

1. Scope of Work
2. Load Interrupter Switches
  - A. Maintenance: Clean, lubricate and exercise
  - B. Tests: Insulation Resistance – Recommended Adder
    - i. Contact. Resistance – Recommended Adder
  - C. The medium voltage interrupter switches will be cleaned and inspected for physical and mechanical condition. The operating mechanism will be lubricated and then exercised to identify any worn or damaged components. The main and arcing contacts will be cleaned, and the alignment arc interrupter operation will be checked.
  - D. Insulation resistance and contact resistance tests will be performed on each pole. Adjustments will be made to correct contact resistance values that exceed 100 micro-ohms. – Recommended Adder
3. Voltmeters & Ammeters
  - A. Maintenance: Clean and inspect
  - B. Tests: Inject Voltage/Current and Calibrate
  - C. The meters will be cleaned and examined for broken parts. The connections to the meters and the switches will be inspected. The meters will be calibrated at mid-scale.
4. Power Circuit Breakers
  - A. Maintenance: Clean, inspect, and lubricate
  - B. Tests: Contact Resistance
  - C. Insulation Resistance
  - D. Primary High Current Injection

**CE Power Solutions, LLC**  
4500 West Mitchell Avenue  
Cincinnati, OH 45232  
800.434.0415  
Fax: 513.563.6120

**CE Power Solutions FL, LLC**  
4255 Frontage Road North  
Lakeland, FL 33810  
863.439.2992  
Fax: 863.582.9988

**CE Power Solutions KY, LLC**  
1803 Taylor Avenue  
Louisville, KY 40213  
800.434.0415  
Fax: 502.371.8298

**CE Power Solutions WI, LLC**  
3255 West Highview Drive  
Appleton, WI 54914  
877.968.0281  
Fax: 920.968.0282

- E. The low voltage air circuit breakers will be removed from their cubicles and inspected for physical damage and mechanical condition. The alignment of the racking mechanism and breaker disconnecting stabs will be closely inspected. The Breaker arc chutes will be removed and cleaned, and the main and arcing contacts will be cleaned and inspected. The breaker will be cleaned, lubricated, and operated several times to exercise the operating mechanism, and to identify any mechanical problems.
  - F. Contact resistance test will be performed on all poles of the breaker. An insulation resistance test will be made from each pole to ground. Each function of the overcurrent trip device Long Time; Short Time; Instantaneous; Ground Fault — will be tested with a high current generating set to verify the pickup and timing characteristics. When practical, adjustments will be made to bring the tripping functions to within the intended timing parameters.
5. 4160 Volt Vacuum Motor Starters
- A. Maintenance: Clean, inspect, and lubricate Check Contact Erosion Indicator
  - B. Tests: Contact Resistance
  - C. Insulation Resistance AC High Potential
  - D. The vacuum motor starters will be cleaned and inspected for physical and mechanical condition. The operating mechanisms will be lubricated and then exercised to identify any worn or damaged components. The vacuum interrupter assemblies will be cleaned to remove any dirt and /or moisture which can be the cause of high dielectric losses across the vacuum bottles. A module can be rendered ineffective if excessive dirt is allowed to accumulate on the surface of the interrupter.
  - E. The contact erosion indicators will be checked and contact resistance tests will be performed. To evaluate the condition of the insulation system, insulation resistance and AC high potential tests will be performed.
6. General Equipment Cleaning
- A. Clean and vacuum inside all 15kv equipment and 5kv equipment. Check all switchgear and pad mount switches for dust and cobwebs and clean and vacuum.
7. Engineering Report
- A. Upon completion of the project, a registered professional Engineer will analyze the test data and prove an Engineering Report. The report will include a summary of the work performed, test results, deficiencies noted and recommended corrective action.

## **EQUIPMENT**

### System 'A'

Main 15 KV Switchgear

— (1) Padmount 15 KV selector/interrupter switch (4) MV switches — (7) outdoor 15 KV load interrupter switches

Substation 'A'

- 2 — Voltmeters – Adder for (2) additional Voltmeters
- 2 — Ammeters – Adder for (2) additional Ammeters
- 3 — 1600 amp frame power circuit breakers
- 10 — 800 amp frame power circuit breakers

Blower Building

- 2 — Padmount 5 KV interrupter switches
- 5 — 5 KV load interrupter switches
- 4 — 5 KV LimitAmp vacuum motor starters

System `115

Main 15 KV Switchgear

- 1 — Padmount 15 KV selector/interrupter switch (4) switches
- 5 — 15 KV load interrupter switches

Substation `B'

- 2 — Voltmeters – Adder for (2) additional Voltmeters
- 2 — Ammeters – Adder for (2) additional Ammeters
- 3 — 3200 amp frame power circuit breakers
- 12 — 800 amp frame power circuit breakers
- 2 — 2000 amp frame power circuit breakers

**SCHEDULING AND STAFFING**

CE Power will provide (1) Field Supervisor; (6) Test Technicians  
Work is Scheduled to be completed in one (2); Eight (8) Hour Days

**PROJECT COST**

The cost to perform the above outlined project during normal working hours 7:30 am to 4:00 pm  
Monday thru Friday is as follows:           **TOTAL:     \$12,125.00**

**Adders:**

- **CE Power highly recommends that all switches have contact resistance testing performed (Ductor) on all switches. This test is recommended to be performed by NETA and all major equipment manufacturers. Additional time to perform this testing will be on T&M basis.**
- **CE Power recommends that testing be performed on (4) additional Voltmeters and (4) additional Ammeters:                                   Adder: \$500.00**

## SPECIAL CONSIDERATIONS

All work on this project will be performed by or under the direct supervision of test technicians with experience in the electrical testing industry. CE Power Service Technicians possess the skills and knowledge to safely test, evaluate, service and recondition electrical apparatus. CE Power employees are Drug Free and OSHA safety trained. Analysis and engineering recommendations will be provided by a State Certified Professional Engineer (Electrical Engineer).

CE Power has received the Minority Participation Notification along with Addendum #1.

## TERMS

Standard CE Power Terms and Conditions apply;  
Terms: Net 30 days  
This proposal is valid for 60 days.

## PROPOSAL ACCEPTANCE INFORMATION

If you would like to place an order, please submit your purchase order made out to CE Power Solutions by email to [bill.jubina@cepower.net](mailto:bill.jubina@cepower.net) or Fax: (502)-371-8298. Please reference your CE Power Quotation number on your purchase order or attach a copy of your quotation to the purchase order along with the following information:

- **Your Company Name and Billing Address**
- **Job Site Location Details** (Company Name and Street Address)
- **Job Site Contact Details** (Contact Name, Telephone Number, & Email Address, if available)
- **Proposal #**

We appreciate this opportunity and please feel free to contact us with any questions, concerns or clarifications.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Oswald', is written over a white background.

**Mike Oswald**  
**Operations Manager**

cc: Tom Hutchinson

**Standard Contingencies:**

**Contingency Clause** – if during the course of Field Testing and Maintenance Services, any unforeseen problems or conditions arise which may require immediate attention and will require utilizing additional man-hours and/or material/components outside the original, agreed upon Specifications or Scope of Work: these costs will be brought to the immediate attention of the Client's authorized personnel for written approval before proceeding.

**Demobilization/Job Cancellation** – if, within 24 hours of scheduled Field Service Work, the customer cancels the job, CE may charge for all mobilization and de-mobilization costs, set-up, hourly labor rates and loss of opportunity expenses.

**Delay Clause** – for Firm Bid Purchase requisitions, any disruption to the normal progression of the Field Testing and Maintenance Services caused by the Client production, facilities or personnel resulting in the inability to perform Field Testing and Maintenance Services will be charged, in addition to the base price, as stated on the Hourly Rate Schedule after ½ hour delay.

**Weather-related or natural disaster-related disruptions or cancellations** will be charged up to the next billable hour while on-site. Expenses, diems and mobilizations will be charged through the following travel day.

**Onsite Substation Clause** – CE Power requires a minimum advance notice of 5 working days prior to commencement of work. Advance notice of less than 5 working days for scheduling of work will be subject to price escalation depending on the nature of work to be performed.

**Required Client Information for installed of existing installations** – The pricing and timeline quoted is based upon receipt of complete and accurate client information required to carry out of the scope of work specified. This includes, but is not limited to installation and equipment drawings, diagrams, specifications, pictures or other pertinent information relating to the work to be performed. Except as otherwise noted within the proposal and contract, CE Power assumes that all such material will be made immediately available for use in executing the scope of work. Failure or delay in providing such information could result in delay of project and/or additional charges to be incurred.

**Repair/Remanufacture Contingency** – Any equipment that is repaired or remanufactured (including but not limited to circuit breakers and transformer rectifier units), and in which the control equipment is not replaced with NEW, will not be covered under standard CE Power warranty.

This proposal is considered proprietary in nature, intended for the sole use of the entity addressed above, and as such is not intended for general public distribution.





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

Bid Number: 122-2012

Date: August 29, 2012

Subject: Switch Gear Maintenance

Please address inquiries to:  
Betty Landrum (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarifications to the above referenced bid:

- 1) See attached MBE/WBE documents that now applies to this bid.

Todd Slatin, Acting Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: CE Power Solutions of KY, LLC

ADDRESS: 1803 Taylor Avenue, Louisville, KY 40213

SIGNATURE OF BIDDER: 

Lexington-Fayette Urban County Government  
MBE/WBE Participation Goals

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their bids.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Bidder to include in its bid, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

### PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

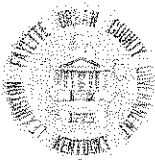
### PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 5.2 Bidders not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
  - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
    1. A periodical in general circulation throughout the region
    2. A Minority-Focused periodical in general circulation throughout the region
    3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    4. Bidder shall include copies of dated advertisement with his submittal

- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

**LFUCG—Economic Engine Listings**

Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development  
[tyra@commercelexington.com](mailto:tyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**

Sheila Jarvis  
[Sheila.Jarvis@ky.gov](mailto:Sheila.Jarvis@ky.gov)  
502-564-3601

**KPAP**

Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**

Tom Back  
800-626-2250 or 502-564-2064  
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**

[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 122-2012

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  N/A - No subcontractors planned at this time			
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

CE Power Solutions of KY, LLC  
 Company  
08/29/2012  
 Date

Michael D. Osiele  
 By  
Operations Manager  
 Title

**LFUCG MBE/WBE SUBSTITUTION FORM**

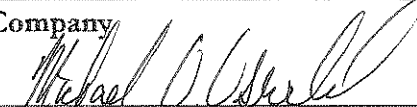
Bid/RFP/Quote Reference # 122-2012

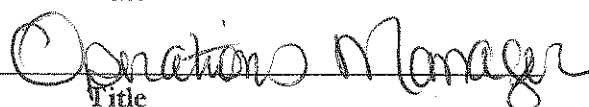
The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.		N/A - No subcontractors	planned at this time		
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

CE Power Solutions of KY, LLC      08/29/2012

**Company**  
  
**Company Representative**

**Date**  
  
**Title**





**MBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference #** 122-2012

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name CE Power Solutions of KY, LLC	Contact Person Bill Jubina
Address/Phone/Email 1803 Taylor Avenue Louisville, KY 40213 800.434.0415/info@cepower.net	Bid Package / Bid Date 08/30/2012

MBE/WBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
N/A - No subcontractors planned at this time							

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

CE Power Solutions of KY, LLC

Company

08/29/2012

Date

*Michael Adkins*  
 \_\_\_\_\_  
 Company Representative  
*Operations Manager*  
 \_\_\_\_\_  
 Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MBE/WBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b>	<b>To:</b>
<b>Company Name:</b>	<b>Address:</b>	
<b>Federal Tax ID:</b>	<b>Contact Person:</b>	

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 122-2012

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other  
Please list any other methods utilized that aren't covered above.  
CE Power Solutions is an equal opportunity employer.  
No subcontractors are planned at this time

The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

CE Power Solutions of KY, LLC  
Company

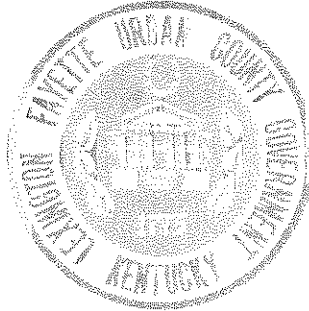
Michael O'Connell  
Company Representative

08/29/2012  
Date

Operations Manager  
Title

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital Of The World

**INVITATION TO BID #122-2012**

**Switch Gear Maintenance**

NOTICE TO BIDDERS

Bid Opening Date: August 30, 2012

Bid Opening Time: 2:00 PM

Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

\*\*\*\*\*

Pre Bid Meeting: N/A

Pre Bid Time:

Address:

**AFFIDAVIT**

Comes the Affiant, Michael Oswald, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Michael Oswald and he/she is the individual submitting the bid or is the authorized representative of

CE Power Solutions, LLC

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

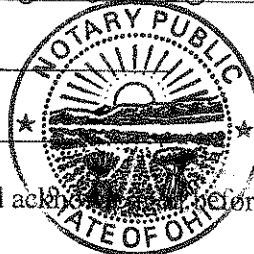
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Michael O. Oswald

STATE OF Ohio

COUNTY OF Butler



**RHONDA M. HARRIS**  
Notary Public, State of Ohio  
My Commission Expires  
January 31, 2013

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Michael Oswald on this the 29 day

of August, 2012.

My Commission expires: January 13, 2013

Rhonda M. Harris  
NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

# **I. GREEN PROCUREMENT**

## **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

### Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

## **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.GreenSeal.org](http://www.GreenSeal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

## **C. GREEN COMMUNITY**

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes  No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. *Unsigned bids will not be considered.*
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #122-2012 Switch Gear Maintenance"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources*



*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-(1) year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (Space Checked Applies)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

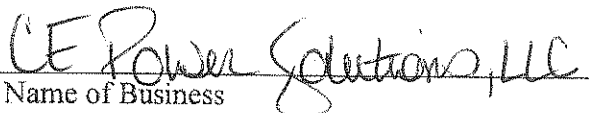
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*



Signature



Name of Business

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**Bid #122-2012 – Switch Gear Maintenance**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by

approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00357909

**Lexington-Fayette Urban County Government**  
**Division of Water Quality**  
**Switch Gear Maintenance**

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The Lexington-Fayette Urban County Government is accepting bids for the following work:

**Scope of Work**

Load Interrupter Switches

Maintenance: Clean, lubricate and exercise

Tests: Insulation Resistance  
Contact Resistance

The medium voltage interrupter switches will be cleaned and inspected for physical and mechanical condition. The operating mechanism will be lubricated and then exercised to identify any worn or damaged components. The main and arcing contacts will be cleaned, and the alignment arc interrupter operation will be checked.

Insulation resistance and contact resistance tests will be performed on each pole. Adjustments will be made to correct contact resistance values that exceed 100 micro-ohms.

Voltmeters & Ammeters

Maintenance: Clean and inspect

Tests: Inject Voltage/Current and Calibrate

The meters will be cleaned and examined for broken parts. The connections to the meters and the switches will be inspected. The meters will be calibrated at mid-scale.

Power Circuit Breakers

Maintenance: Clean, inspect, and lubricate

Tests: Contact Resistance  
Insulation Resistance  
Primary High Current Injection

The low voltage air circuit breakers will be removed from their cubicles and inspected for physical damage and mechanical condition. The alignment of the racking mechanism and breaker disconnecting stabs will be closely inspected. The Breaker arc chutes will be removed and cleaned, and the main and arcing contacts will be cleaned and inspected. The breaker will be cleaned, lubricated, and operated several times to exercise the operating mechanism, and to identify any mechanical problems.

A contact resistance test will be performed on all poles of the breaker. An insulation resistance test will be made from each pole to ground. Each function of the overcurrent trip device – Long Time; Short Time; Instantaneous; Ground Fault – will be tested with a high current generating set to verify the pickup and timing characteristics. When practical, adjustments will be made to bring the tripping functions to within the intended timing parameters.



4160 Volt Vacuum Motor Starters

Maintenance: Clean, inspect, and lubricate  
Check Contact Erosion Indicator  
Tests: Contact Resistance  
Insulation Resistance  
AC High Potential

The vacuum motor starters will be cleaned and inspected for physical and mechanical condition. The operating mechanisms will be lubricated and then exercised to identify any worn or damaged components. The vacuum interrupter assemblies will be cleaned to remove any dirt and /or moisture which can be the cause of high dielectric losses across the vacuum bottles. A module can be rendered ineffective if excessive dirt is allowed to accumulate on the surface of the interrupter.

The contact erosion indicators will be checked and contact resistance tests will be performed. To evaluate the condition of the insulation system, insulation resistance and AC high potential tests will be performed.

General Equipment Cleaning

Clean and vacuum inside all 15kv equipment and 5kv equipment. Check all switchgear and pad mount switches for dust and cobwebs and clean and vacuum.

Engineering Report

Upon completion of the project, a registered professional Engineer will analyze the test data and prove an Engineering Report. The report will include a summary of the work performed, test results, deficiencies noted and recommended corrective action.

Total Price \$ 12,125.00

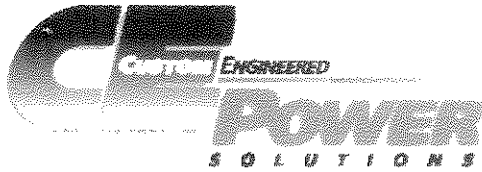
Hourly work for any additional work as agreed upon by the vendor and LFUCG

*See attached Standard Rate Sheet* → \$ 115.00 hr

Work is to be completed, Monday-Friday, 8:00- 4:00 with as little down time as possible.

Vendors must contact Mark Stager, Division of Water Quality, (859) 425-2400, to set up an appointment to verify the information included in these specifications prior to submitting bid.

Please contact Betty Landrum, Division of Central Purchasing (859) 258-3329 if you have any questions.



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## STANDARD HOURLY RATE SCHEDULE - 2012

	1X	OT	2X
SERVICE TECHNICIAN (ST)/JOURNEYMAN	\$ 95.00	\$ 130.00	\$ 165.00
TEST TECHNICIAN (TT)/SR TECHNICIAN	\$ 115.00	\$ 155.00	\$ 190.00
TEST TECHNOLOGIST (THN)/SWGR SPECIALIST	\$ 135.00	\$ 180.00	\$ 210.00
FIELD ENGINEER/PROJECT MANAGER (PM)	\$ 170.00	\$ 210.00	\$ 255.00

Rate "1X" applies to scheduled work performed during normal working hours 7:30 AM – 4:00 PM Monday thru Friday, holidays excluded.

Rate "OT" applies to the first 8 hours worked on Saturdays, and the 9<sup>th</sup> and 10<sup>th</sup> hour worked consecutively Monday-Friday. Rate "OT" applies to all unscheduled or emergency work performed during normal working hours Monday-Friday 7:30 AM – 3:30 PM.

Rate "2X" applies to all hours worked on Sundays and observed Federal Holidays, and all hours after the 10<sup>th</sup> hour worked consecutively Monday – Friday. Rate "2X" applies to all unscheduled or emergency work performed before or after normal working hours Monday – Friday (7:30 AM – 3:30 PM).

Service Technician/ rates include labor, tools, insurance, and overhead costs. Job site supervision when required and travel time shall be reimbursed as defined above.

Test Technician/Sr. Technician and Test Technologist/Swgr Specialist rates include labor, hand tools, insurance, and overhead costs. Test data evaluation and processing of reports are not included in the above rates. Job site supervision when required, engineering consultation, and travel shall be reimbursed as defined above.

Living expense for overnight stays will be charged @ \$250/Day. Mileage rate to be charged at \$1.00/mile.

Maintenance test equipment, services, and recording instruments shall be billed separately on a per day, week, or monthly basis: Doble Power Factor \$250. per Day; Raytech TTR \$150. per Day; Vanguard Digital Timer \$150. per Day; BMI-Dranetz Disturbance Analyzer \$200. per Day; Portable Bowzer Oil Processor \$750. per Day; Large De-Gas - Oil Processing Unit \$3500. per Day; Omicron Relay Test Set \$250 per Day.

Emergency Rates and Contract Pricing is available upon request

Rates effective Jan 10, 2011

**CE Power Solutions, LLC**  
4500 West Mitchell Avenue  
Cincinnati, OH 45232  
800.434.0415  
Fax: 513.563.6120

**CE Power Solutions FL, LLC**  
4255 Frontage Road N  
Lakeland, FL 33810-2855  
863.439.2992  
Fax: 863.582.9988

**CE Power Solutions KY, LLC**  
4706 Pinewood Road  
Louisville, KY 40218  
800.434.0415  
Fax: 513.563.6120

**CE Power Solutions WI, LLC**  
3255 West Highview Drive  
Appleton, WI 54914  
877.968.0281  
Fax: 920.968.0282

## Inventory of Equipment

### System 'A'

#### Main 15 KV Switchgear

- 1 – Padmount 15 KV selector/interrupter switch
- 7 – 15 KV load interrupter switches

#### Substation 'A'

- 2 – Voltmeters
- 2 – Ammeters
- 3 – 1600 amp frame power circuit breakers
- 10 – 800 amp frame power circuit breakers

#### Blower Building

- 2 – Padmount 5 KV interrupter switches
- 5 – 5 KV load interrupter switches
- 4 – 5 KV LimitAmp vacuum motor starters

### System 'B'

#### Main 15 KV Switchgear

- 1 – Padmount 15 KV selector/interrupter switch
- 5 – 15 KV load interrupter switches

#### Substation 'B'

- 2 – Voltmeters
- 2 – Ammeters
- 3 – 3200 amp frame power circuit breakers
- 12 – 800 amp frame power circuit breakers
- 2 – 2000 amp frame power circuit breakers