

INVITATION TO BID

Bid Invitation Number: **67-2013**

Date of Issue: **05/20/2013**

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 **06/03/2013**. 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, Room 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 Ave., Lex, KY 40511

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).

Quantity	Commodity/Service
Price Contract	Pump Station Emergency Generators & Accessories

<u>Check One:</u> <input type="checkbox"/> Bid Specifications Met <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>Proposed Delivery:</u> <u>30</u> days after acceptance of bid.
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<u>Procurement Card Usage</u> <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? <input type="checkbox"/> No
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Submitted by: Geneva Corp. DBA - Nixon Power Services C
Firm
11910 Carrier Court
Address
Louisville,
City, State & Zip

**Bid must be signed:
(original signature)**

Rob Harris - Sales Rep
Signature of Authorized Company Representative - Title
Rob Harris
Representative's Name (Typed or printed)

502-267-0474 ex. 2628 502-267-9166
Area Code - Phone - Extension Fax #

rharris@nixonpower.com
E-Mail Address

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

AFFIDAVIT

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

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

Geneva Corp. DBA - Nixon Power Services Co.,

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.

x Rob Harris

STATE OF Kentucky

COUNTY OF Oldham

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

by Rob Harris on this the 31 day

of May, 2013.

My Commission expires: 6-16-15

Linda Spina
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). 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 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 _____

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 year 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**)
 - () 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.
 - (XXX) 2. Requests for price changes will only be allowed at the time of contract renewal. Requests 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.
 - () 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.

GENERAL PROVISIONS OF BID CONTRACT

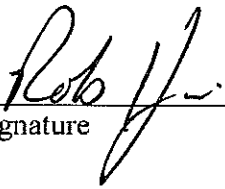
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened

against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

5/31/13
Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #67-2013 – Pump Station Emergency Generators & Accessories

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

BIDDER/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, AAND 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 provision of equipment or goods or the performance of the work or services 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 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.

00392344

BID SCHEDULE

Bid #67-2013

The LFUCG is now requesting bids for the purpose of establishing a **Unit Price Contract** for **Pump Station Emergency Generators and Accessories** for the Division of Water Quality as per the attached specifications and documents with the time set forth therein, and at the unit prices stated below. This contract is for equipment only. Unit price shall include all items and directions as stated in the Specifications including the delivery of the generators and appurtenances to 301 Lisle Industrial Avenue, Lexington, KY 40511.

The winning Bidder must provide delivery of the unit(s) within 60 days of receipt of purchase order. To assist the bidder in pricing, it is the intent of LFUCG to purchase three (3) trailer mounted standby generator systems for fiscal year 2013 (FY13), three (3) systems for FY14, and four (4) systems for FY15 as well as various accessories on an "as needed" basis. **Bid will be awarded to one (1) bidder ONLY.**

Terms of this contract shall be for one (1) year with an option to renew for two (2) additional (1) year terms.

Item	Estimated Quantity	Description	Size	Unit Price	Item Total
1	3	Packaged Engine Generator Systems and Accessories	100 kW	\$	\$

**EMERGENCY GENERATORS AND ACCESSORIES
TECHNICAL SPECIFICATIONS
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TECHNICAL SPECIFICATIONS
SECTION 1
GENERAL SCOPE & SPECIAL PROVISIONS

The Lexington Fayette Urban County Government (LFUCG) is accepting proposals from Manufacturers / Contractors / Distributors / Vendors for the Emergency Generators and Accessories procurement.

LFUCG provides wastewater collection and conveyance services to the general LFUCG Urban Services Area (USA), as well as limited areas outside the USA. LFUCG has established operational procedures for the continued operation of its wastewater pump stations during periods of power outages or extensive equipment failures. LFUCG's operational procedures identified eighteen (18) wastewater pump stations that will be required to be retrofitted to accommodate the generator units being supplied by this Contract Documents.

1.01 GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS CONTRACT:

- A. These Contract Documents are intended to provide the basis for proper unit price bidding of the 2013 Emergency Generator and Accessories for the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of these services shall be included.
- B. LFUCG will be represented by a representative of the Division of Water Quality (DWQ) including the Wastewater Collection and Conveyance Manager, the Pump Station Maintenance Supervisor, or designated representative (Engineer or On-Site Supervisor), said representative shall be authorized to initiate and oversee services under this Contract.
- C. Section 2 of the Technical Specifications includes the Specifications for the generators and generators accessories. These Technical Specifications will be the basis for materials and equipment specified.
- D. The Equipment Supplier shall provide a bid for three (3) trailer mounted standby generator units for fiscal year 2013 (FY13). This price contract may be renewed for up to two-additional years.

1.02 SCOPE OF WORK:

This Contract provides for the Unit Price Proposal for "Emergency Generators and Accessories" as set forth in the Bid Schedule.

1.03 CONSENT DECREE REQUIREMENTS

The work to be provided through this bid will assist the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (the "**OWNER**") in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent

Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services provided through this bid are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support and/or construction services necessary to successfully meet the obligations and deadlines of the CONSENT DECREE.**

The **BIDDER** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE**, and all federal, state and local laws, ordinances, and regulations that in any manner affect the **PROJECT**. Time is of the essence in the performance of this **PROJECT**. **BIDDER** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

If delays result solely by reason of acts of the **BIDDER**, the **BIDDER** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. In the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **BIDDER** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

In the event that **BIDDER’s** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **BIDDER** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney’s fees.

1.04 GENERAL CONDITIONS:

- A. The scope of the Emergency Generators and Accessories described in this Specification does not guarantee the quantity of equipment or materials to be purchased.
- B. LFUCG may purchase one, two, or all three generators, and any combination of accessories in year one only, or terminate Contract to Purchase at any time with no penalty; and further reserves the right to re-bid years 2 and/or 3 or any combination necessary to meet the needs of the Owner.

1.05 DESIGNATION OF PARTIES:

All references in the Specifications and Contract Documents to “Owner” shall mean the Lexington-Fayette Urban County Government (LFUCG); all references to “Engineer” or “DWQ

Representative” shall mean the LFUCG Division of Water Quality (DWQ) or authorized representative.

END OF SECTION

**TECHNICAL SPECIFICATIONS
SECTION 2
TECHNICAL SPECIFICATIONS**

16620 Packaged Engine Generator Systems

16620 -- PACKAGED ENGINE GENERATOR SYSTEMS

PART ONE -- GENERAL

1.01 THE REQUIREMENT

- A. The Equipment Supplier shall provide three (3) trailer mounted standby power engine generator sets each complete with base-mounted fuel storage tank, leak detection systems, piping, exhaust silencer, batteries, charger, and enclosure. One (1) of the generators shall be provided with a sound attenuated enclosure as specified herein. Two (2) of the generators shall be provided with weatherproof enclosures.
- B. It is the intent under this Contract to require a complete package in every detail whether or not specified. Consequently, the Equipment Supplier is responsible for all details, devices, accessories and special construction necessary to properly install, adjust, test, and place in successful and continuous operation the engine-generator set.
- C. Use materials which are new, unused, and as specified, or, if not specifically indicated, the best and most suitable of their kinds for the purpose intended, and for the design and expected conditions of service, subject to the approval of the Engineer.
- D. Provide workmanship that is first class in every respect. Employ workers thoroughly experienced in such work. A neat and workmanlike appearance in the finished work shall be required.
- E. All materials used must bear the inspection labels of the Underwriter's Laboratories, if the material is of a class inspected by the Laboratory.
- F. Unless otherwise indicated, the materials to be provided under this Specification shall be the products of manufacturers regularly engaged in the production of all such items and shall be the manufacturer's latest design. The products shall conform to the applicable standards of UL and NEMA, unless specified otherwise. International Electrotechnical Commission (IEC) standards are not recognized. Equipment designed, manufactured, and labeled in compliance with IEC standards is not acceptable.
- G. The engine generator sets shall fully comply with all current Environmental Protection Agency (EPA) emission regulations including, but not limited to, the requirements specific to mobile non-road generator sets. The engine generator set(s) must meet the EPA new source performance requirements required at the time the engine generator set(s) submittal is approved by the engineer. Engines manufactured previous to the submittal approval date that do not meet the current regulated emissions levels are not acceptable.

1.02 CODES AND STANDARDS

- A. The packaged engine-generator system shall comply with the following Codes and Standards as a minimum:

1. NEMA MG1, Motors and Generators.
2. NEMA MG2, Safety Standard for Construction and Guide for Selection, Installation and Use of Motors and Generators.
3. ISO STD 8528, Reciprocating Internal Combustion Engines.
4. ISO STD 3046, Performance Standard for Reciprocating Internal Combustion Engines.
5. NFPA 30, Flammable and Combustible Liquids Code.
6. NFPA 70, National Electrical Code
7. NFPA 70E, Standard for Electrical Safety in the Workplace
8. NFPA 110, Standard for Emergency and Standby Power Systems.
9. UL 508, Industrial Control Equipment.
10. EGSA, Electrical Generating Systems Association.
11. UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids.

1.03 TESTING

- A. All tests shall be performed in accordance with the requirements of the General Conditions. The following tests are required:

1. Witnessed Shop Tests
 - a. None required.
2. Certified Shop Tests and Reports
 - a. Fully test the engine-generator set with all accessories in the manufacturer's plant before shipment; test at various loadings from full load to no load, and at such other conditions as to properly establish that all requirements have been met. Tests shall be conducted through the use of balanced, three-phase, dry-type, resistive load banks. Obtain Engineer's approval before shipment is made.
 - b. Submit two (2) certified copies of all test reports.
3. Field Tests
 - a. Startup and field testing shall take place at the distributor's local facility.
 - b. In the presence of the Owner's representative inspect, adjust and test the entire system and leave in good working order. Tests shall be conducted through the use of balanced, three-phase, dry-type, resistive load banks. Notify the Owner by letter approving the equipment as ready for test two (2) weeks prior to the running of the specified field test. Field tests shall be conducted after the entire system is completely installed. Field tests shall include, but are not limited to, the silencer, radiators, engine-generators, and all other equipment included in the complete system.
 - c. Conduct a continuous test run of at least four (4) consecutive hours without shutdown for the set under the following conditions of load.

2 hours, full load
 1/2 hour, 3/4 load
 1/2 hour, 1/2 load

1/2 hour, 1/4 load

1/2 hour, no load

Record complete test data for frequency, amperes, volts, power factor, exhaust temperature, coolant temperature, and oil pressure every 15 minutes during the continuous run test. If any failures and/or shutdowns occur during this four (4) hour test, the problems shall be fixed and the test shall be restarted. The test shall not be considered complete until the generator has operated for four (4) consecutive hours without any shutdowns under the conditions listed above.

1.04 SUBMITTALS

- A. In accordance with the procedures and requirements set forth in the General Conditions the Equipment Supplier shall obtain from the equipment manufacturer and submit the following:
 - 1. Shop Drawings
 - 2. Spare Parts List
 - 3. Special Tools List
 - 4. Reports of Certified Shop and Field Tests
 - 5. Operation and Maintenance Manuals
- B. Each submittal shall be identified by the applicable Specification section.

1.05 SHOP DRAWINGS

- A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.
- B. Partial, incomplete or illegible submittals will be returned to the Equipment Supplier without review for resubmittal.
- C. Shop drawings for each engine-generator set shall include but not be limited to:
 - 1. A Compliance, Deviations, and Exceptions (CD&E) letter. If the shop drawings are submitted without this CD&E letter, the submittal will be rejected. The letter shall include all comments, deviations and exceptions taken to the Specifications by the Equipment Supplier AND Equipment Manufacturer. This letter shall include a copy of this specification section. In the left margin beside each and every paragraph/item, a letter "C", "D", or "E" shall be typed or written in. The letter "C" shall be for full compliance with the requirement. The letter "D" shall be for a deviation from the requirement. The letter "E" shall be for taking exception to a requirement. Any requirements with the letter "D" or "E" beside them shall be provided with a full typewritten explanation of the deviation/exception. Handwritten explanation of the deviations/exceptions is not acceptable.

2. Standard manufacturers printed specification sheet showing critical engine and generator set specifications including the following:
 - a. Dimensions, and weights
 - b. Guaranteed fuel consumption at 25%, 50%, 75% and 100% of full rated load
 - c. Engine bhp available
 - d. Engine jacket water heat rejection
 - e. Exhaust flow rate and temperature at 100% of rated load
 - f. Ventilation and combustion air requirements
 - g. Exhaust backpressure limitation
 - h. Liquid refill capacities
 - i. Generator efficiency at 50%, 75%, and 100% load
 - j. Telephone Interference Factor (TIF)
 - k. Harmonic waveform distortion
 - l. Type of winding insulation and generator temperature rise
 - m. Voltage regulation characteristics
 - n. Guaranteed noise levels
 - o. Per unit subtransient impedance X'' and X/R ratios for positive, negative, and zero sequences
 - p. Transient reactance (X_d')
 - q. Synchronous reactance (X_d)
 - r. Sub transient time constant (T_d'')
 - s. Transient time constant (T_d)
 - t. DC time constant (T_{dc})
 - u. Decrement curve
3. Engine and generator material composition and construction.
4. Standard manufacturer's printed warranty statement of the engine and generator set showing single source responsibility by the engine manufacturer.
5. Generator control panel equipment and features. Include a written explanation of the auto start/stop logic and operation.
6. Engine-generator set and accessory catalog data sheets including, but not limited to, the vibration isolators, flexible exhaust coupling, exhaust silencer, batteries, battery charger, main line circuit breaker and enclosure, circuit breaker trip units, engine manufacturers shutdown contactors, fuel lines, fuel level devices, jacket coolant heater, generator strip heater, fuel tank(s) and pump(s). Include radiator data sheets describing the materials of construction for the radiator core, fan and frame. Include a detailed statement concerning non-engine-generator set manufacturer's warranty policies, Dealer's responsibility, and duration of policy.
7. Standard dealer preventative maintenance contract for review and possible adoption under a separate Contract. Dealer must have existing contracts and personnel and contractual detailed performance information available.
8. Normal operating ranges for systems temperature, pressure and speed.
9. Manufacturer's part number for the engine and generator operation guide, parts book, service manual, warranty policy, and installation guide.
10. Location of other similar units.
11. Phone numbers of twenty-four (24) hour products support contacts and locations.

12. Drawing showing right hand, left hand, and top views of proposed assembly; battery rack, isolators, exhaust silencer, conduit stub up locations, and flexible fittings; wiring schematics, interconnection diagrams (point to point), and written description of engine generator controls and alarm circuits.
13. Control panel layout drawings and wiring diagrams.
14. Drawings and specifications for base-mounted fuel storage tank with accessories and leak detection system.
15. Detailed drawings showing plan, front, and side views as well as appropriate section views of the weatherproof, engine-generator enclosure. Include product data sheets for all appurtenances (e.g. exhaust fan, thermostat, lighting, switches, receptacles, combination power unit, etc.) to be furnished and installed in the enclosure. Drawings shall be of sufficient detail to assure proper installation by the Equipment Supplier.
16. Detailed drawings of the portable trailer including product data sheets.
17. Manufacturer's generator sizing report. For the purposes of generating this report, the Manufacturer shall size the generator for two (2) 30 HP, 480V, 3-phase submersible pumps.

D. The shop drawing information shall be complete and organized in such a way that the Engineer can determine if the requirements of these Specifications are being met. Copies of technical bulletins, technical data sheets from "soft-cover" catalogs, and similar information which is "highlighted" or somehow identifies the specific equipment items the Equipment Supplier intends to provide are acceptable and shall be submitted.

1.06 OPERATION AND MAINTENANCE MANUALS

- A. The Equipment Supplier shall submit operation and maintenance manuals in accordance with the procedures and requirements set forth in the General Conditions.
- B. Furnish identical bound instruction manuals (quantities as defined in Division 1) covering operating procedures, lubrication, and maintenance requirements of all equipment furnished under this Item. Include wiring diagrams, drawings, product data sheets, parts lists, and other necessary data. Number or otherwise clearly identify all parts to facilitate ordering of replacements. Exclude data not pertinent to this installation.

1.07 TOOLS, SUPPLIES, AND SPARE PARTS

- A. The engine-generator systems shall be furnished with all special tools necessary to disassemble, service, repair and adjust the equipment as part of a regular maintenance program. All spare parts as recommended by the equipment manufacturer shall be furnished to the Owner by the Equipment Supplier.

The Equipment Supplier shall furnish the following spare parts for each engine-generator set:

<u>No. Required</u>	<u>Description</u>

1	Set of Fuel Oil Filters
1	Set of Air Filters
1	Set of Lube Oil Filters
1	Set of Fuel Oil/Water Separator Filters

- B. The spare parts shall be packed in containers suitable for long term storage, bearing labels clearly designating the contents and the pieces of equipment for which they are intended.
- C. Spare parts shall be delivered at the same time as the equipment to which they pertain. The Equipment Supplier shall properly store and safeguard such spare parts until completion of the work, at which time they shall be delivered to the Owner.
- D. Spare parts list, included with the shop drawing submittal, shall indicate specific sizes, quantities, and part numbers of the items to be furnished. Terms such as "1 lot of packing material" are not acceptable.
- E. Parts shall be completely identified with a numerical system to facilitate parts inventory control and stocking. Each part shall be properly identified by a separate number. Those parts which are identical for more than one size, shall have the same parts number.
- F. The dealer shall have sufficient parts inventory to maintain over-the-counter availability of at least 90% of any required part and 100% availability within 48 hours.

1.08 SERVICE OF MANUFACTURER'S REPRESENTATIVE

- A. The Equipment Supplier shall provide the services of a qualified manufacturer's factory-trained technical representative to provide training as specified.
- B. The engine-generator set manufacturer shall have a local authorized dealer who can provide factory trained service, the required stock of replacement parts, technical assistance, and warranty administration for all components supplied by the dealer.

1.09 IDENTIFICATION

- A. Each engine-generator set shall be identified with the identification number specified by the Owner. A nameplate shall be securely affixed in a conspicuous place on the generator.

1.10 TRAINING

- A. The Equipment Supplier shall provide training for Owner personnel. Training shall be conducted by the manufacturer's factory trained specialists who shall instruct Owner personnel in operation and maintenance of all equipment provided under this Section.
- B. Training for each of the three generators shall be performed at three separate pump stations to be specified by the Owner, each with different voltage and load requirements. (One site per generator) Training shall include thorough explanation and demonstration of how to configure the generators for different pump stations within the collection system.
- C. Each generator shall be tested on pump station load for a minimum of 30 minutes during field training.

1.11 WARRANTY TERMS

- A. The manufacturer's and dealer's standard warranty shall in no event be for a period of less than one (1) year or two-thousand (2,000) hours of operation, whichever comes first, from date of initial start-up of the system and shall include repair labor, travel expense necessary for repairs at the jobsite, and expendables (lubricating oil, filters, antifreeze, and other service items made unusable by the defect) used during the course of repair. Submittals received without written warranties as specified shall be rejected in their entirety.

1.12 SOUND ATTENUATION

- A. Extreme care shall be exercised in providing equipment for and setting the engine-generator in place to guard against excessive noise transmission and vibrations. Fasten to the underside of the skids seismically-rated spring type isolators.
- B. The engine-generator enclosure shall be designed, furnished, and installed to reduce source noise to 78 dB(A) as measured at seven (7) meters from the enclosure.

PART TWO -- PRODUCTS

2.01 MANUFACTURERS

- A. The equipment covered by this Specification is intended to be standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed and installed in accordance with the best practices of the trade, and shall operate satisfactorily.
- B. Consideration will be given only to the equipment of those manufacturers who have furnished comparable size diesel engine-generator sets for at least two similar installations that have been in regular successful operation for not less than five (5) years.

- C. The Equipment Supplier shall furnish evidence of this experience and data on the equipment's operation at these installations to the Engineer upon request.
- D. The engine-generator set manufacturers shall be Cummins/ONAN, Caterpillar, MTU/Detroit Diesel, or Kohler. The engine-generator set manufacturer shall be responsible for the entire engine-generator package including the engine-generator set with enclosure, fuel system, piping, accessories, electrical equipment, and other devices for a complete and operable system.

2.02 GENERAL DESCRIPTION

- A. The engine-generator set shall be rated 100 kW standby power. It shall have the capability to operate at its standby rating for the duration of any power outage with all accessories including engine running devices, silencer, radiator, cooling fans, fuel system, and all appurtenances installed. The generator must be able to accept the fully rated load in a single step.

2.03 ENGINE

- A. The engine shall be diesel 4 or 6 Cylinder, 4 cycle, radiator cooled, and shall be turbocharged having an operating speed of 1800 RPM. Engine shall operate on No. 2 diesel fuel. Engines requiring premium fuels are not acceptable.
- B. The engine will not be acceptable if the design is a conversion of a naturally aspirated engine to which a turbo-blower has been attached, unless the engine is certified by the manufacturer as having been analyzed and redesigned with ample provisions for increased stresses and bearing or heat loads due to increased pressures and rate of heat liberation.
- C. Break mean effective pressure (BMEP) shall not exceed 260 psi at rated load. Brake Horsepower (BHP), and Engine-Generator efficiency shall conform to ASME, IEEE and NEMA standards that electrical energy delivered by the machine is within the minimum certified guaranteed fuel oil consumption rate and evidence that these parameters have been met shall be furnished.
- D. Routine maintenance and adjustments shall be performed without the use of special tools or instruments. Only engine manufacturers' standard ratings shall be acceptable. No dealer special ratings will be acceptable.
- E. The specified standby kW rating shall be for continuous electrical service during interruption of the normal utility source, per NEMA standards. Prime rating shall also be included in the submittal.
- F. Engine speeds shall be governed by an electronic isochronous governor that will sense generator speed and provide accurate load transient correction capability at less than 0.5 percent regulation, from no load to full load generator output.

- G. The engine shall have a 12 or 24 volt battery charging generator with an automatic charge rate regulator. Starting shall be by a 12 or 24 volt electric starter.

2.04 GENERATOR

- A. The generator shall conform with NEMA and IEEE standards. The generator shall be brushless, salient pole, 2/3 pole pitch and synchronous with multiple voltage connection options as described later in this specification. The generator shall be capable of at least 423 SkVA at no more than 20% voltage drop.
- B. Laminations and windings shall be designed for minimum reactance, low voltage waveform distortion and maximum efficiency.
- C. Insulation shall be Class H, 125 degrees C rise according to NEMA standards. All windings and coils shall have an additional treatment of three (3) coats of varnish to prevent fungus growth.
- D. Radio interference suppression (both directions) shall be provided in accordance with NEMA and IEEE Standards.
- E. The alternator shall have a brushless, permanent magnet exciter. The exciter shall supply field excitation to maintain output with the alternator loaded to 300% of continuous rating for 10 seconds at rated power factor.
- F. Waveform deviation shall not exceed 5% from true sine wave. The transient response from no load to full load in one step of the engine-generator set shall not exceed a voltage dip of 35%, a frequency dip of 20%, and shall recover to complete steady state performance within 12 seconds for both voltage and frequency. The transient response from full load to no load in one step shall not exceed a voltage overshoot of 7% and shall recover to steady state performance within 3 seconds.
- G. The Telephone Influence Factor (TIF) shall be less than 50.
- H. The voltage regulator shall be an adjustable, solid-state, three-phase RMS sensing, volts/hertz type. Voltage regulation shall be a minimum of +/-0.5% from no load to continuous rating. The voltage regulator shall provide +/-10% voltage adjustment. The voltage regulator shall be Type SSR as manufactured by Basler or equal. The voltage regulator shall be located within the engine control panel.
- I. A generator mounted strip heater shall be furnished and installed as part of the system. The strip heater shall be "ON" to prevent condensation when the engine generator set is not running.

2.05 MULTIVOLTAGE SELECTOR SWITCH

- A. Provide a multi-voltage selector switch in the generator control panels.

- B. The selector switch shall allow the operator to select 208V three phase, 240-V three phase or 480-V three phase as the output voltage of the generator unit.
- C. Provide separate generator output circuit breakers for each output voltage. The trip rating of the output circuit breakers shall not exceed the ampacity rating of the connection cables provided.

2.06 WIRING

- A. Furnish the trailer mounted generator with power wiring installed to Cooper Crouse-Hinds Posi-Lok E0200 Panels.
- B. Install power wiring from each output circuit breaker to a separate Posi-Lok panel. Clearly label the voltage of each Posi-Lok Panel.

2.07 CONTROLS

- A. Engine-generator monitoring and controls shall be mounted in a single NEMA 1 dust-tight enclosure. A suitable accessible terminal strip having all wires properly identified shall be furnished. The panel shall include a local engine failure alarm, a dry contact for remote "Generator System Failure" alarm indication, and engine starting control wire. The panel shall be mounted 4'-8" measured from the center of the panel to ground level.
- B. The engine starting shall be automatic and shall include a starting motor, a cranking contactor, provisions for electrically operated fuel control, and protective devices for low oil pressure, high coolant temperature, low coolant level, and overspeed conditions.
- C. The automatic engine starting control shall operate from a single pole contact which closes for engine run and opens for engine stop. When the engine starts, starting control shall automatically disconnect cranking controls. The engine controls shall also include a two position selector switch with the following positions: RUN-STOP.
- D. The cranking disconnect means shall be electrically self-regulating to prevent re cranking for a definite time after source voltage has been reduced to a low value. If the engine fails to fire, or any safety device should operate while the engine is running, the engine shall be stopped immediately and the starting controls locked out requiring manual resetting.

Failure to start shall initiate an alarm signal that must be reset in order to have the alarm activated after normal power is restored. The "Failure to Start" signal shall be derived from a dry contact closure which is wired as part of a common "Generator System Failure" alarm.

- E. Starting control circuits shall be arranged so that cranking will commence immediately after the single pole contact closes. Four cranking cycles of 10 seconds "ON", 10 seconds "OFF" shall be provided.

- F. The automatic engine starting controls shall use industrial rated control type elements throughout, and controls shall have the capability to operate at 50% battery voltage. Indicating lamps, pushbuttons, selector switches, and other pilot devices shall be accessible and mounted on the control enclosure.
- G. A molded case generator/exciter field circuit breaker shall be furnished and installed as part of the engine generator set.
- H. Molded case main line circuit breakers as specified herein shall be installed as load circuit interrupting and protection devices in NEMA 1 (gasketed) dust-tight enclosures. They shall operate both manually for normal operation and automatically for protection against overload or short circuits. Generator/exciter field circuit breakers are not acceptable for this service.

The molded case circuit-breakers described above shall be manufactured and tested in accordance with U.L. and NEMA AB1 standards. Their interrupting rating shall be suitable for the available fault current. All electrical ratings shall be suitable for the application.

- I. The devices necessary for automatic starting shall be on the engine and in the engine control panel.
- J. Engine-generator monitoring and control shall be provided using a microprocessor based control panel (EMCP 3.3, Digital Control Panel, Power Command, or equal) complete with LCD displays. Engine-generator monitoring and control shall include, but not be limited to, the following:
 - 1. Engine oil pressure indicator
 - 2. Coolant temperature indicator
 - 3. Voltmeter
 - 4. Ammeter
 - 5. Phase selector switch
 - 6. Running time meter
 - 7. Frequency meter
 - 8. High coolant temperature shutdown, signal light (red), and dry contact with reset
 - 9. Low oil pressure shutdown, signal light (red), and dry contact with reset
 - 10. Engine overspeed shutdown, signal light (red), and dry contact with reset
 - 11. Engine overcranking protection with signal light (red) and dry contact with reset (after a cranking cycle of one minute, engine cranking shall stop)
 - 12. Engine tried to start but failed signal light (amber)
 - 13. Low coolant level signal light (red) and dry contact
 - 14. Engine "Run" (green) and "Fail" (red) signal lights and dry contacts
 - 15. Low coolant temperature signal light (red) and dry contact
 - 16. Pre-high engine temperature indication and dry contact
 - 17. Pre-low fuel indication and dry contact
 - 18. Engine control mode switch (Run-Off-Auto)
 - 19. Tachometer and engine speed (RPM) indicator
 - 20. Emergency stop pushbutton

21. Generator voltage adjust potentiometer
22. Generator frequency adjust potentiometer
23. Indicator/display test switch
24. Panel lights with On/Off switch

2.08 ENGINE ACCESSORIES

- A. Furnish and install the engine with all accessory equipment and appurtenances which may be required for proper operation, including the following:
 1. Dry type air cleaner
 2. Engine driven lubricating oil pump
 3. Lubricating oil strainer
 4. Lubricating oil filter, bypass type, with replaceable absorbent-type elements
 5. Lubricating oil cooler, water cooled
 6. Lubricating oil cooling circulator pump (may be integral with main oil pump)
 7. Fuel oil transfer pump
 8. Fuel oil strainer
 9. Fuel oil filter, with replaceable absorbent-type elements
 10. Fuel oil fuel/water separator
 11. Electronic controlled fuel injection
 12. Fuel oil injection valve assemblies
 13. Electronic isochronous governor
 14. Safety controls, providing automatic engine shut-down, including:
 - a. Overspeed control
 - b. Low oil pressure control
 - c. High coolant temperature control
 - d. Failure to start control
 - e. Low coolant level control
 15. Radiator and cooling fan
 16. Jacket water circulating pump
 17. Thermostats
 18. Water expansion tank
 19. Exhaust manifold
 20. Automatic battery starting system
 21. Cold starting aid engine block heaters with all controls
 22. Instrument panel mounted on the engine, complete with instruments, including:
 - a. Lubricating oil pressure gauge
 - b. Fuel oil pressure gauge
 - c. Coolant temperature indicator
 - d. Fuel level indicator
 23. Radiator mounted fuel cooler to cool recirculated fuel before it is re-deposited into the fuel tank as recommended by the manufacturer.

2.09 MOUNTING

- A. Couple the engine and generator together through a flexible, non-backlash type, all metal coupling which overcomes all normal misalignment stresses and transmits full engine torque with ample safety factor. Also provide flexible connections for piping connections.

2.10 RADIATOR

- A. Provide a radiator manufactured of a non-corrosive material mounted on the engine. The radiator core shall be coated with a corrosion resistant coating. Corrosion resistant coating shall be a corrosion resistant baked phenolic coating or similar.
- B. Connect the radiator to the engine internal cooling system with flexible piping.
- C. The engine shall be cooled through a radiator sized to continuously maintain safe operation at full load and at 105°F outside ambient air with 50% ethylene glycol coolant. A blower type fan and low noise fan drive and controls shall be furnished. The fan and all rotating members and drive belts shall be guarded and meet OSHA standards. Proof of 105°F ambient temperature capability shall be required.
- D. The unit shall be provided with 50% ethylene glycol. Nalcool treatment shall also be added to the system in the proper proportion.
- E. Unit mounted thermal circulation type water heaters shall be furnished to maintain engine jacket water temperature as recommended by manufacturer in an ambient temperature of 30°
- F. The heaters shall be single phase, 60 hertz, 120 volt thermostatically controlled as manufactured by Watlow Industries, Chromalox, Kim Hotstart, or equal. Heaters shall be 1.2 KW each, minimum.

2.11 ENGINE STARTING SYSTEM

- A. Provide an engine starting system complete with battery charger and batteries.
- B. The charger shall be an automatic battery charger, 10 A max, current limited, $\pm 2\%$ voltage regulation, $\pm 10\%$ line voltage variation, equalizing timer, DC voltmeter, and DC ammeter. Provide a 0-24 hour equalize timer and a Form C Dry Contact to indicate a low battery alarm condition. Charger shall be as manufactured by Charles Industries, Exide, LeMarche, or equal.
- C. Starting batteries shall be sealed, lead-acid typerated 12 or 24 volts having adequate capacity for rolling the engine for five (5), ten (10) second cycles without starting and operating the control devices in the generator panel. The batteries shall be mounted on a suitable non-corrosive rack and shall be Nife, Exide, Tudor, or equal. Batteries shall have battery cables with lugs and shall be provided with lugs for connection to the battery charger.

2.12 EXHAUST SILENCER

- A. Furnish and install an exhaust silencer mounted within the generator enclosure. The silencer

2.17 STORAGE ACCESSORIES

- A. All unit mounted accessories which require power while the unit is stored (battery charger, block heater, generator strip heater, etc) shall be provided with a common cord (25 feet long) for connection to a 120V, single phase power supply during storage.

PART 3 -- EXECUTION

3.01 INSTALLATION

- A. After successful completion of all field testing and immediately prior to final inspection, the Equipment Supplier shall fill the fuel tank(s) and all other fluid levels to their capacity for the standby power system.
- B. The Equipment Supplier shall be responsible for delivering the generator sets to the Owner after all testing and engine startup.
- C. The Equipment Supplier shall equip one Owner selected truck with trailer wiring hookup, electric brake control, and hitch for pulling the generators provided under this Contract.

END OF 16620



NIXON POWER SERVICES CO

11910 Carrier Court / Louisville, KY 40299P: 502-267-0474 F: 502-267-9166

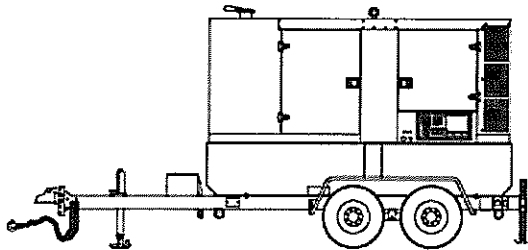
Toll Free: 800-596-4966

To: Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

P: 859-258-3320

From: Rob Harris
Sales Specialist
Nixon Power Services Co
11910 Carrier Court
Louisville, Kentucky 40299
P: 502-267-0474 ext. 2628
rharris@nixonpower.com

GENERATOR SET



Model: 125REOZT

This generator set equipped with a lockable generator output voltage selector switch wired for 277/480 V 3-phase, 120/208 V 3-phase, and 120/240 V 1-phase voltages. 240V 3Ø is achieved by turning selector switch to 208V and turning the voltage switch up to 240V.

Standard Features:

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- A one-year limited warranty covers all systems and components.
- Generator sets are available with and without trailers.
- Electrical power panel.
- Leroy Somer single-bearing alternator with insulation class H.
- Unit-mounted radiator with 50°C (122°F) ambient air capability.
- Skid and vibration isolators.
- Main line circuit breaker.
- Microprocessor controller with emergency stop switch.
- Externally mounted, recessed emergency stop switch.
- Lockable generator output voltage selector switch wired for 277/480 V 3-phase, 120/208 V 3-phase, and 120/240 V 1-phase voltages.
- Externally mounted, recessed emergency stop switch.
- Lockable generator output voltage selector switch wired for 277/480 V 3-phase, 120/208 V 3-phase, and 120/240 V 1-phase voltages.

Configuration

Qty	Description
1	125REOZT Towable Generator Set
1	125REOZT



**BID # 67-2013 Lexington Pump Station
Emergency Generators & Accessories**

Quote #: 125REOZT-060313LL
Version 1.0
6/3/2013
Page 2

NIXON POWER SERVICES CO

11910 Carrier Court / Louisville, KY 40299P: 502-267-0474 F: 502-267-9166

Toll Free: 800-596-4966

- 1 Warranty, One Year Standard Towable
- 1 Trailer, 100-200 kW
- 1 Jack/Lug Wrench
- 1 Spare Tire
- 1 Rack, Cable
- 1 Battery Charger, Float, 12V-6A, Equalizes
- 1 Crouse Hines Posi-Lok EO200 Panels on Generators

FACTORY TRAINED TECHNICIAN shall perform an installation check, start up, and building load test of equipment furnished after installation is completed, including training of owners personnel.

WARRANTY: All equipment furnished shall be warranted for a period of one (1) year to be free from defective material and workmanship. Warranty to commence upon start up.

FREIGHT TO JOBSITE - Unloading of unit by others.

LUBE OIL, BATTERY AND ANTI-FREEZE – Battery installed at start up.

OWNERS MANUALS

SUBMITTAL DATA

QTY 1 SELL PRICE EACH: \$50,109.00

Price does not include any applicable taxes or installation.

QTY 3 TOTAL SELL PRICE: \$146,505.00

Price does not include any applicable taxes or installation.

SUPPLIED BY OTHERS: EXECUTION, INSTALLATION, OFF LOADING, PERMITS, CONCRETE PAD, POWER CABLES, FUEL, POWER CONNECTIONS OR DOCKING STATIONS.

This quotation is firm for acceptance within 90 days. Freight/delivery allowance to first destination is included in price quoted, it is based on commercial motor carrier, less than load rates. If special delivery arrangements are required, the cost of this special handling will be added to our invoice.

It is agreed all invoices will be paid within 30 days unless otherwise agreed to in writing. Any invoice not paid within 30 days shall be considered past due and subject to a finance charge of 1.5% per month (18% per annum), or the maximum rate permitted by applicable state law, whichever is lesser. If this quote is accepted it is agreed that the Individual / Company will provide Nixon Power Services Company Inc. with any additional documents needed to perfect a security interest in all goods, inventory, and/or equipment purchased from Nixon Power Services Company, Inc. (eg: signed credit application and written purchase order or signed quote).

Current Lead Time: 3 weeks ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" periods.

F.O.B.: Jobsite

TERMS: Net 30 Days



NIXON POWER SERVICES CO

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NOTES AND EXCEPTIONS

Notes/Exceptions: We take exception to the spec as it is written around competitive equipment. We are quoting our standard Kohler equipment which meets or exceeds the intent of the spec. Characteristics and accessories achieve the same functions.

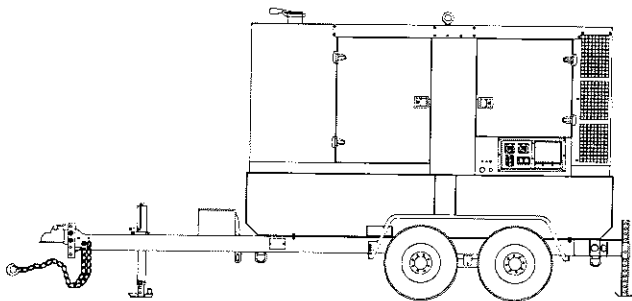
Pg. 9-III-E: After delivery of equipment it is considered to be used equipment and subject to restock fees.

Pg. 10-2.06 Wiring: We will provide and install the Posi- Lok panels on the generators. Power cables and connections to remote panels are by others. No information was provided for these items.



Ratings Range

		60 Hz
Standby:	kW	92-130
	kVA	92-163
Prime:	kW	83-115
	kVA	83-144



Industrial Towable Generator Sets

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- A one-year limited warranty covers all systems and components.
- Generator sets are available with and without trailers.
- Generator set features:
 - Durable galvanized steel, sound-attenuating housing.
 - Electrical power panel.
 - Unit-mounted radiator with 50°C (122°F) ambient air capability with prime rating.
 - Skid and vibration isolators.
 - Main line circuit breaker, 400 amps.
 - Microprocessor controller with emergency stop switch.
 - Externally mounted, recessed emergency stop switch.
 - Lockable generator output voltage selector switch wired for 277/480 V 3 phase, 120/208 V 3 phase, and 120/240 V 1 phase.
 - Generator set and trailer operation literature.
- Engine features:
 - John Deere engine with 12-volt battery charging alternator.
 - Heavy-duty air cleaner with air restrictor indicator.
 - Battery, battery rack, and cables.
 - Engine is compliant with the Environmental Protection Agency (EPA) requirements.
 - Water separator fuel filter.
 - Battery disconnect switch.
 - Block heater, 120 V/1800 W.
- Enclosure/fuel tank package features:
 - Quiet operation, 71 dB(A) @ 7 m (23 ft.) (full load).
 - Lockable housing doors.
 - Subbase fuel tank, 868 L (229 gal.).
 - 110% environmental containment basin for fuel, oil, and coolant.
- Trailer features:
 - 2 5/16 in. ball hitch coupler with adaptability for an optional Lunette eye.
 - Lockable utility tool box.
 - Running lights with 7-wire harness and connector.
 - Dual-axle trailer with electric brake system including breakaway and battery backup. 2722 kg (6000 lb.) rating per axle.
 - 15 x 6, 6-bolt steel wheels and ST225/75R15 LRD tires with 1152 kg (2540 lb.) load rating.
 - Rear stabilizer trailer jacks.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	Standby Rating		Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps
	120/208	3	60	120/150	416	110/138	382
LSA442S7	120/240	1	60	92/92	383	83/83	346
	277/480	3	60	130/163	195	115/144	173

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. *Standby Ratings:* The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. *Prime Power Ratings:* At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Specifications

- NEMA-MG21, UTE NF C51.111, VDE 0530, BS 4999, CSA standards compliance for temperature rise and motor starting.
- Self-ventilated and dripproof construction.
- Vacuum-impregnated windings with fungus-resistant epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Specifications	Alternator
Manufacturer	Leroy Somer
Type	4-Pole, Rotating-Field
Exciter type	Shunt
Leads: quantity, type	12, Reconnectable
Voltage regulator	Solid State, R230
Insulation:	NEMA MG1
Material	Class H
Bearing: quantity, type	1, Sealed
Coupling	Direct
Voltage regulation, no-load to full-load	±1%
Direct axis subtransient reactance (X*d), %	7.9

Application Data

Engine

Engine Specifications	
Manufacturer	John Deere
Engine model	6068HFS82
Engine type	4-Cycle, Turbocharged
Cylinder arrangement	6 Inline
Displacement, L (cu. in.)	6.8 (415)
Bore and stroke, mm (in.)	106 x 127 (4.2 x 5.0)
Compression ratio	19:1
Piston speed, m/min. (ft./min.)	457 (1500)
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	147 (197)
Valve material:	
Intake	Chromium-Silicon Steel
Exhaust	Stainless Steel
Governor type	Electronic
Frequency regulation, no-load to full-load	ISO 5%
Frequency regulation, steady state	±2.5%
Air cleaner type, all models	Dry

Engine Electrical

Engine Electrical System	
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	12
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating each	One, 680
Battery voltage (DC)	12

Fuel

Fuel System	
Max. fuel flow, Lph (gph)	89.8 (23.7)
Fuel prime pump	Manual
Recommended fuel	#2 Diesel
Fuel tank capacity, L (gal.)	868 (229)

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.)	32 (34)
Oil pan capacity with filter, L (qt.)	33 (34.9)

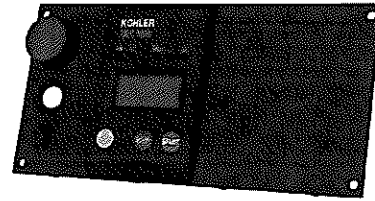
Application Data

Operation Requirements

Fuel Consumption

Diesel, Lph (gph) at % load	Prime Rating
100% (of the prime rating)	33.74 (8.9)
75% (of the prime rating)	29.41 (7.8)
50% (of the prime rating)	21.76 (5.7)

Controllers



Decision-Maker® 1000

Standard Features

- LCD display panel
- User buttons for start, stop, and menu scroll and selection
- Emergency stop button
- On/off key switch
- LED indication for status
- Panel-mounted battery fuse
- Panel lights

LCD Panel Features

- Three lines of text and graphic display
- Icons for quick identification of system status

Functions

- View and adjust system operation parameters
- View system faults

Viewable/Selectable Parameters (may require optional module)

- Mode of operation
- Battery voltage
- Frequency
- Time delay countdown
- Hourmeter
- Engine speed
- Fuel level (%)
- Coolant temperature
- Oil pressure
- Voltage: phase, phase-to-neutral, total voltage
- Current

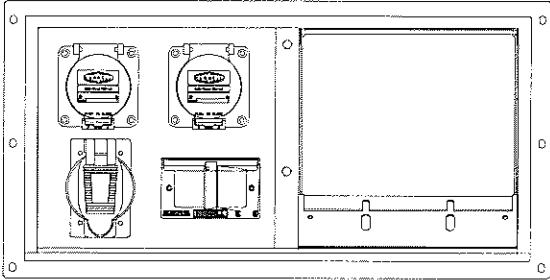
Viewable Faults

- Overspeed
- Overcrank
- Low fuel level
- Coolant temperature
- Oil pressure
- Battery charger
- Frequency meter, ammeter, voltmeter
- Emergency stop

Distribution Panel

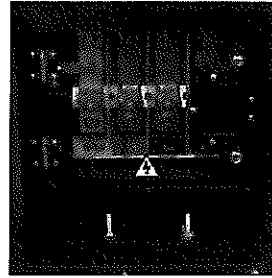
Receptacles

- Two 20-amp 120 V, 1 phase, GFCI duplex
- Two 50-amp 120/240 V twistlock (shore power)
- Individual receptacle circuit breakers



Bus Bar Connection

- Main bus connection studs enclosed behind a lockable access door for easy access and operator safety
- Strain relief to prevent cables from being pulled free from bus connections

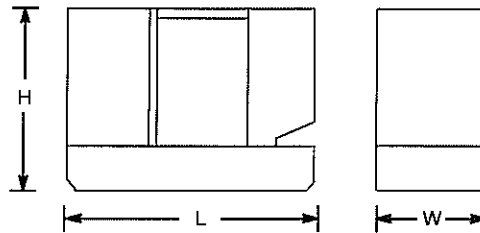


Available Accessories

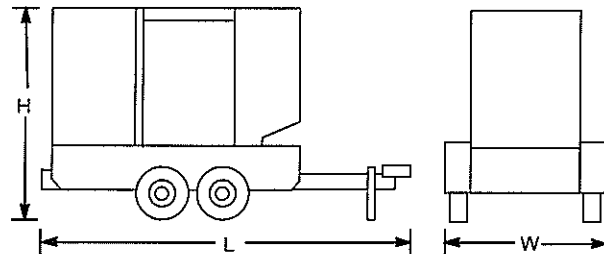
- Battery Charger, Equalize/Float Type
- Bottle Jack
- Cable Rack (bolt on)
- Fire Extinguisher
- Lunette Eye
- Remote Start Connections
- Spare Tire
- Trailer (includes utility tool box)

Dimensions and Weights

Overall Size, L x W x H, mm (in.): 3560 x 1180 x 2202
 (140.16 x 46.46 x 86.71)
 Weight, wet, kg (lb.): 3510 (7738)



Overall Size, L x W x H, mm (in.): 5315 x 2011 x 2811
 (209.24 x 79.16 x 100.66)
 Weight, wet, kg (lb.): 4621 (10188)



Note: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

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