

INVITATION TO BID

Bid Invitation Number: #115-2012

Date of Issue: 08/07/2012

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 **08/21/2012**. 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, 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: See Specifications

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

Commodity/Service
Generator Engine Monitoring Gateway
See specifications

<p style="text-align: center;"><u>Check One:</u></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 style="text-align: center;"><u>Proposed Delivery:</u></p> <p style="text-align: center;"><u>15</u> days after acceptance of bid.</p>
<p style="text-align: center;"><u>Procurement Card Usage</u></p> <p><input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to</p> <p><input type="checkbox"/> No purchase goods and services and also to make payments. Will you accept Procurement Cards?</p>	

Submitted by:

Whayne Supply Co.
Firm
195 Ciste Industrial Ave.
Address
Lexington, KY 40511
City, State & Zip

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

David Hovekamp Vice President & Branch Manager
Signature of Authorized Company Representative – Title
David Hovekamp
Representative's Name (Typed or printed)
859-254-2756, Ext 76221 859-254-2750
Area Code - Phone - Extension Fax #
david_hovekamp@whayne.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, David Hovekamp, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is David Hovekamp and he/she is the individual submitting the bid or is the authorized representative of Whayne Supply Company,

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.

STATE OF Kentucky

COUNTY OF Clark State-at-Large

The foregoing instrument was subscribed, sworn to and acknowledged before me by David Hovekamp on this the 15 day of August, 2012.

My Commission expires: July 31, 2014

Jeri L. Bryant # 424913
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

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 #115-2012 Generator Engine Monitoring Gateway"

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.

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

Whayne Supply Company
Name of Business

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #115-2012 – Generator Engine Monitoring Gateway

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; 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, CONTRACTOR 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/CONTRACTOR 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

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. 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 (DOI). 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 and Completed Operations endorsement and 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 BIDDER/CONTRACTOR'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 BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Bid Specifications
FOR
Generator Engine Monitoring Gateway with Virtual HMI
And Installation

GENERAL

1. The successful Bidder will furnish all labor, materials, equipment and related services required to install specified **Engine Monitoring Gateway with Virtual HMI** on three (3) Caterpillar emergency power generators, one (1) Model 3512 and two (2) Model 3412, equipped with the **Caterpillar EMCP II+ Control Panels** located at the West Hickman Creek Wastewater Treatment Plant which is owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. The "Project" will include purchase and installation of three (3) new communications translator(s) as specified within.
3. All work activities must be coordinated with West Hickman Creek WWTP Superintendent
4. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.

SCOPE OF SUPPLY

1. Furnish and install new Engine Monitoring Gateway with Virtual HMI and/or accessories as specified.

GENERAL REQUIREMENTS

1. Installation to be performed by emergency power generator manufacturers, Caterpillar, authorized dealer.

Specification Compliant	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

2. Installing vendor must be a factory trained and authorized repair center/shop for the manufacturer of the generator set, Caterpillar.

Specification Compliant	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

3. Installing vendor must have a facility located within 65 drive miles from the installation site.

Specification Compliant	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

4. Installing vendor must be authorized to provide parts/labor warranty per manufactures standard terms.

Specification Compliant	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

5. Installing vendor/supplier shall warrant that the communications translator(s) (but not the Software) solely against any defects in materials and workmanship. This warranty must be for a period limited to two (2) years from date of installation.

Specification Compliant	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

DETAILED REQUIREMENTS

1. Equipment:

A. Device must be able to acquire the CDL (Cat Data Link) information from the Caterpillar engine and/or generator and output a specified protocol to be determined. Protocols to be supported are Modbus, BACnet, SNMP, GE Fanuc, Allen-Bradley ControlLogix and Siemens SLC.

Specification Compliant	
Yes	No
✓	

B. Device should be able to be powered by 24V battery power or an optional power supply can be used if needed for 120V power conversion to 24V.

Specification Compliant	
Yes	No
✓	

C. The Gateway must have a CDL port, Ethernet port, and both RS-485 and RS-232 serial ports.

Specification Compliant	
Yes	No
✓	

D. The Gateway must allow for program modification via available software to change the configuration file, tables of data available, simple logic, scaling and calculations. The program modification will be accomplished as a simple graphical user interface for making changes.

Specification Compliant	
Yes	No
✓	

E. The Gateway must have a default program file that will function for output of one of the following: Modbus, BACnet, SNMP, GE Fanuc, Allen-Bradley ControlLogix and/or Siemens SLC from the CDL input.

Specification Compliant	
Yes	No
✓	

F. The vendor must make standard output files for the protocols supported available free of charge to allow end-user the ability to change output protocols if needed.

Specification Compliant	
Yes ✓	No

G. The unit must have Network access via a web browser or virtual HMI.

Specification Compliant	
Yes ✓	No

SMTP

H. The unit must have ~~SMTP~~ capability for email and text messages.

Specification Compliant	
Yes ✓	No

I. The unit must have card storage for log files of engine operation parameters.

Specification Compliant	
Yes ✓	No

J. The unit must have FTP capability to download log files.

Specification Compliant	
Yes ✓	No

K. The unit must have the ability to expand fault and diagnostic code information to clear text.

Specification Compliant	
Yes ✓	No

SUBMITTALS

1. Copy of the manufacturer's equipment warranty detailing the duration of the warranty and all limitations of the warranty.

Specification Compliant	
Yes	No
✓	

2. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception

Specification Compliant	
Yes	No
✓	

3. All equipment and materials shall be new and shall be specially designed or selected for the function and service specified.

Specification Compliant	
Yes	No
✓	

4. Operation and Maintenance Manuals: Prior to delivery of equipment and up-dated as required during the installation of the equipment, the Manufacturer shall furnish complete and detailed installation, operation, and maintenance manuals, minimum of one (1) hard copy per unit, which shall include the following information as a minimum requirement:

Specification Compliant	
Yes	No
✓	

- a. Name, address, and phone number of nearest competent service organization who can supply parts and service. If this is not the Manufacturer's own service department, then furnish the letters confirming that the named organization has been factory authorized to represent the manufacturer of the equipment furnished.
- b. Installation, operation, and maintenance brochures.
- c. All required operating instructions.
- d. All required maintenance instructions including schedules of routine maintenance.

Caterpillar Emergency Power Generator Model #	Description	Total Price
3512 and 3412 (Equipped with the EMCP II+ Control Panels)	New Engine Monitoring Gateway with Virtual HMI, as specified, and installation of same.	\$13,196 ⁷⁸

SPECIAL INSTRUCTIONS TO BIDDER:

- For specification questions contact Tiffany Rank, Division of Water Quality, @ 859-425-2406.
- For bidding questions contact Betty Landrum, Division of Central Purchasing, @ 859-258-3329.

LIMITED LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY

Red Lion Controls and Monico Monitoring, Inc., (collectively, "Seller") sell and deliver this product to you, the Customer, subject to this Limited License, Limited Warranty and Limitation of Liability ("License and Warranty"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE PRODUCT. By using this product you agree that the provisions of this Warranty supersede any other agreement between you and Seller. If you do not agree to the terms of this License and Warranty, you must return the product to Monico Monitoring, Inc., before using it, for a full refund.

What License is Granted?

Seller grants to you a non-exclusive right to use the MonicoView™ Software ("Software") distributed without additional charge with this product. The Software and any accompanying written materials are protected by U.S. Copyright laws. Unauthorized copying of the Software, is expressly forbidden. You may make one (1) copy of the Software solely for back-up purposes. You cannot transfer this license or sell the Software. You cannot decompile, reverse engineer, modify or alter the Software.

What is Covered by the Warranty and for How Long?

Seller warrants this product (but not the Software) solely against any defects in materials and workmanship. This warranty is for a period limited to two years from the date of shipment. Seller's liability under this limited warranty shall extend only to the repair or replacement of a defective product, at Seller's option. If Seller elects to replace any defective or malfunctioning part, Seller will do so at no charge. You must pay any charges to return the product to us.

What is Not Covered?

Any problem that is caused, to any extent, by any abuse, misuse, normal wear and tear, act of God, or any cause beyond Seller's control is not covered by this limited warranty. ALSO, NEITHER YOU NOR TO ANYONE CLAIMING THROUGH YOU NOR ANY THIRD PARTIES, ARE COVERED FOR, AND SELLER IS NOT LIABLE FOR, ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, COVER, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR INCREASED COSTS OR EXPENSES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY ACT, ERROR, OMISSION, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCT LIABILITY, OR OTHERWISE OF SELLER, OR OF ITS EMPLOYEES OR SUBCONTRACTORS.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE. The Software is provided "AS IS." SELLER SPECIFICALLY DISCLAIMS ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY FOR THE PRODUCT.

If you transmit commands or controlling information from this product to any other equipment or electronically write to any other equipment from this product, you assume all liability related to or concerning such action and any consequence of such action.

What is the Limitation of Seller's Liability?

SELLER'S LIABILITY IN ANY EVENT IS LIMITED TO THE PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCT AND THE RECOVERY OF AN AMOUNT UP TO THE PURCHASE PRICE IS THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED DAMAGE, INCLUDING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. THIS LICENSE AND WARRANTY EXPRESSES THE ENTIRE LIABILITY OF AND OBLIGATIONS OF SELLER.

How Do You Get Service?

In order to be eligible for service under this warranty you MUST have fully paid for the product and, if something goes wrong, you must return the product to Monico Monitoring, Inc., at the address below, at your expense and postage prepaid, with a brief written description of the problem.

What is Your Indemnity of Seller?

You agree to hold Seller (including Seller's officers, directors, shareholders, agents and employees) harmless from, defend, and indemnify Seller against damages, claims, and expenses (including attorney's fees) arising out of the use of the product or related to the product, including any damage or claim based upon personal injuries, deaths, property damage, lost profits, and other matters which you, your employees, or sub-contractors are or may be to any extent liable, including without limitation penalties imposed by the Consumer Product Safety Act (P.L. 92-573) and liability imposed upon any person pursuant to the Magnuson-Moss Warranty Act (P.L. 93-673), as now in effect or as amended hereafter.

What Other Provisions Apply?

YOU AGREE AND UNDERSTAND THAT THE PRICE STATED FOR ANY PRODUCT INCLUDES CONSIDERATION IN LIMITING SELLER'S WARRANTIES AND LIABILITIES AND YOUR INDEMNITY OF SELLER. THE WARRANTIES HERE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NO ORAL INFORMATION FROM ANYONE CREATES A WARRANTY. NO OTHER WRITTEN DOCUMENT SHALL CREATE A WARRANTY OR INCREASE THE LIABILITY OF SELLER. Seller disclaims all liability for any affirmation, promise or representation with

respect to the product. You acknowledge the disclaimers and limitations contained herein and rely on no other warranties or affirmations.

The warranty herein is not transferable unless the transferee assumes all of your obligations herein. A transfer will not release you from any of your obligations, including the indemnity herein.

If any provision of this License and Warranty is invalid, illegal or unenforceable, then the remainder of this License and Warranty shall not be affected.

In some circumstances, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. It is, however, your intent and the intent of Seller, to the maximum extent permitted by law, to limit damages recoverable from Seller and limit the liability of Seller.

This License and Warranty is performable, in whole or in part, in Houston, Harris County, Texas. By your use of the product, you agree (1) that this License and Warranty and any dispute related to the provisions or subject matter of this License and Warranty shall be governed by the laws of the State of Texas (regardless of the laws that might otherwise govern under Texas conflicts of law statutes or laws) as to all matters; (2) that all disputes and controversies arising out of or in connection with this License and Warranty shall be resolved exclusively by courts of competent jurisdiction in Harris County, Texas, USA; and (3) that you submit to the jurisdiction thereof and that jurisdiction and venue shall lie exclusively therewith to the exclusion of all others.

Monico Monitoring, Inc.
3403 Chapel Square Drive
Spring, TX 77388