

INVITATION TO BID

Bid Invitation Number: #54-2012

Date of Issue: 04/5/2012

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 **04/19/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

Bids are to include all shipping costs to the point of delivery located at: 645 West Hickman Plant Rd.

Nicholasville KY 40356

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
Replacement Batteries & Chargers for WWTP Generators
See specifications

<p style="text-align: center;">Check One:</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;">Proposed Delivery:</p> <p><u>104</u> days after acceptance of bid.</p>
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Procurement Card Usage
<p><input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>

Submitted by: Whayne Supply Co.
Firm
195 Lisle Industrial Ave.
Address
Lexington, KY 40571
City, State & Zip

Bid must be signed:
(original signature)

David Hovekamp
Signature of Authorized Company Representative - Title
David Hovekamp
Representative's Name (Typed or printed)
859-254-2756 859-254-2750
Area Code - Phone - Extension Fax #
Jason-Stocking@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.

David Hovekamp

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by David Hovekamp on this the 12th day of April, 2012.

My Commission expires: July 31, 2014

Terri 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 #54-2012 Replacement Batteries & Chargers for WWTP Generators"

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.

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #54-2012 – Replacement Batteries & Chargers for WWTP Generators

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The 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 Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

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 OWNER in order to protect OWNER 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 aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- e. OWNER 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.
- f. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. 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.

- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

- 4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, 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.

- 4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

- 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

5.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

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GENERAL REQUIREMENTS

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

Specification Compliant	
Yes	No
✓	

2. The **batteries** specified for the **Caterpillar Model 3512** emergency power generator shall be a direct replacement of the existing **UHP 235 Alcad** with **XHP250 Alcad** batteries or equal.

Specification Compliant	
Yes	No
✓	

3. The **batteries** specified for the **Caterpillar Model 3412** emergency power generator shall be a direct replacement of the existing **UHP 115 Alcad** with **XHP115 Alcad** batteries or equal.

Specification Compliant	
Yes	No
✓	

4. The **battery charging unit** specified for the **Caterpillar Model 3512** emergency power generator shall be the **LaMarche float battery charger Model # A46-20-24V-A1-20N** or equal.

Specification Compliant	
Yes	No
✓	

5. The **battery charging unit** specified for the **Caterpillar Model 3412** emergency power generator shall be the **LaMarche float battery charger Model # A46-10-24V-A1-20N** or equal.

Specification Compliant	
Yes	No
✓	

6. System is to be certified as compliant with all manufacturers' recommendations.

Specification Compliant	
Yes	No
✓	

7. Supplier to maintain a full parts and service facility within 75 road miles of project location

Specification Compliant	
Yes	No
✓	

8. Supplier shall dispose of batteries being replaced at no additional cost to end user.

Specification Compliant	
Yes	No
✓	

9. Supplier shall warrant that the batteries will be free from defects in material and workmanship for a period of five (5) years after date of shipment.

Specification Compliant	
Yes	No
✓	

10. Supplier shall provide an additional twenty (20) year warranty pro rata for supplied batteries as specified.

Specification Compliant	
Yes	No
✓	

11. Supplier shall provide a five (5) year warranty for each battery charging unit.

Specification Compliant	
Yes	No
✓	

DETAILED REQUIREMENTS

1. Batteries:

A. Components:

1. Sized so they will not be damaged during a full engine-cranking cycle. Battery sizing shall be based on a minimum battery room ambient temperature of 50°F (10°C) and an engine oil temperature of 50° (10°C).

Specification Compliant	
Yes	No
✓	

B. Cranking Cycle:

1. The battery shall have an ampere-hour capacity for two complete cranking periods consisting of three cranking cycles of 15 seconds crank and 15 seconds rest each for a total of 90 seconds. After one cranking period, the cranking circuit is de-energized and must then be reset before cranking can be resumed.

Specification Compliant	
Yes	No
✓	

A. Type:

1. Industrial Nickel Cadmium (with compatible step racks)

Specification Compliant	
Yes	No
✓	

B. Battery Cable:

1. Size as recommended by emergency power generator manufacturer, Caterpillar. Include required interconnecting conductors and connection accessories.

Specification Compliant	
Yes	No
✓	

E. Warranty:

1. Five (5) year guarantee shall be provided to the original user that batteries will be free from defects in material or workmanship for five years after date of shipment. If batteries are found to be defective as a result of material or workmanship, manufacturer may either repair the batteries or provide replacements – F.O.B. its factory without charge, except for freight.

Specification Compliant	
Yes	No
✓	

2. Twenty (20) year warranty pro-rata: In addition, warrants to the original user that batteries used in float service will furnish 80% of their rated capacity for a total of twenty-five (25) years (5 years full guarantee – 20 years pro-rata) after date of shipment provided that the user establish that:

Specification Compliant	
Yes	No
✓	

- a. The batteries are handled, stored and installed in accordance with published instructions furnished with batteries.
- b. The batteries are operated in conjunction with a full float, voltage regulated charger and otherwise installed, used and maintained in accordance with published instructions furnished with the batteries.
- c. The batteries are not subjected to routine or frequent discharging in service.
- d. The yearly ambient temperature in the area of use in any year may not exceed 80°F. User shall maintain complete records regarding the temperature and conditions of use and the maintenance performed, and shall permit examination of these records. User shall promptly report any alleged defects in writing, and permit examination of the batteries by a manufacturer's representative.

3. Batteries found to have defects in materials and/or workmanship shall be repaired or replaced by the manufacturer FOB their factory on a pro-rata basis with the user allowed a credit based upon its original purchase price and the portion of the warranty term remaining to be applied towards the purchase of a replacement battery.

Specification Compliant	
Yes	No
✓	

2. Battery Charger:

A. Features:

1. The battery charger shall be a current limiting, fully automatic charger having AC voltage compensation and DC voltage regulation.

Specification Compliant	
Yes	No
✓	

2. The transistor circuitry shall continuously monitor battery and load conditions.

Specification Compliant	
Yes	No
✓	

3. The charger output shall automatically compensate to maintain proper charging rate as the conditions change.

Specification Compliant	
Yes	No
✓	

4. The charging unit specified for the Caterpillar Model 3512 emergency power generator shall be **Model A46-20-24V-A1-20N** as manufactured by **LaMarche** or equal with the following features and accessories:

Specification Compliant	
Yes	No
✓	

- a. Minimum output of 20 amperes at 24 volt DC
- b. Input shall be 120 volts AC
- c. AC Line compensation
- d. Current limited – self protecting under all load conditions
- e. Will not discharge battery when AC power fails
- f. Fused AC input and DC output
- g. Complete isolation of the AC input from the DC output (this eliminates the problem of fuse blowing on grounded equipment)
- h. Terminals for AC and DC connections
- i. UL listed
- j. Option 46E combination Alarm, Meter and Equalize package to include:

- i. LCD Display selectable for DC Voltage, DC Amps, Timer Mode and Equalize time remaining
- ii. Equalize LED
- iii. AC pilot light
- iv. AC Power Failure Relay with two (2) form "C" contacts
- v. Low DC Current Alarm LED and two (2) form "C" contacts
- vi. High DC Voltage Alarm LED and two (2) form "C" contacts
- vii. Low DC Voltage Alarm LED and two (2) form "C" contacts
- viii. Critical (second) Low DC Voltage LED and two (2) form "C" contacts
- ix. High DC Voltage Shutdown Alarm LED and form "C" contact
- x. Summary Alarm Relay with two (2) form "C" contacts
- xi. Multi-Mode Digital Equalizer Timer

5. The charging unit specified for the Caterpillar Model 3412 emergency power generator shall be **Model A46-10-24V-A1-20N** as manufactured by **LaMarche** or equal with the following features and accessories:

Specification Compliant	
Yes	No
✓	

- a. Minimum output of 10 amperes at 24 volt DC
- b. Input shall be 120 volts AC
- c. AC Line compensation
- d. Current limited – self protecting under all load conditions
- e. Will not discharge battery when AC power fails
- f. Fused AC input and DC output
- g. Complete isolation of the AC input from the DC output (this eliminates the problem of fuse blowing on grounded equipment)

- h. Terminals for AC and DC connections
- i. UL listed
- j. Option 46E combination Alarm, Meter and Equalize package to include:
 - i. LCD Display selectable for DC Voltage, DC Amps, Timer Mode and Equalize time remaining
 - ii. Equalize LED
 - iii. AC pilot light
 - iv. AC Power Failure Relay with two (2) form "C" contacts
 - v. Low DC Current Alarm LED and two (2) form "C" contacts
 - vi. High DC Voltage Alarm LED and two (2) form "C" contacts
 - vii. Low DC Voltage Alarm LED and two (2) form "C" contacts
 - viii. Critical (second) Low DC Voltage LED and two (2) form "C" contacts
 - ix. High DC Voltage Shutdown Alarm LED and form "C" contact
 - x. Summary Alarm Relay with two (2) form "C" contacts
 - xi. Multi-Mode Digital Equalizer Timer

6. Warranty:

- a. The charger shall have a five (5) year warranty

Specification Compliant	
Yes	No
✓	

7. Accessories:

- a. The charger and all accessories shall be mounted in a NEMA 250 Type 1, wall-mounted cabinet

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.

Please write in the total price per unit below:

Caterpillar Emergency Power Generator Model #	# of Units	Description	Total Price
3512	1	Removal and disposal of existing batteries, racks, charger(s) and related equipment and the installation of new, as specified. This model # requires 20 batteries, 1 battery charger, & all related accessories.	\$17,379.60
3412	2	Removal and disposal of existing batteries, racks, charger(s) and related equipment and the installation of new, as specified. Each unit requires 20 batteries, 1 battery charger, & all related accessories.	\$20,583.96
Grand Total			\$37,963.56

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.



LaMARCHE

FOR MODELS A12B, A40, A41, A46

MANUFACTURER'S STANDARD WARRANTY

(IF OUR INVOICE TO YOU SHOWS THAT YOU HAVE PURCHASED THE EXTENDED PARTS WARRANTY OR IF YOU ARE INTERESTED IN PURCHASING THE EXTENDED PARTS WARRANTY, SEE THE MANUFACTURER'S EXTENDED PARTS WARRANTY)

All La Marche Manufacturing Co. equipment has been thoroughly tested and found to be in proper operating condition upon shipment from the factory and is warranted to be free from any defect in workmanship and material that may develop within one year from date of purchase. In addition to the standard one (1) year warranty, La Marche warrants its magnetics and power diodes on a parts replacement basis only for nine (9) more years under normal use.

Any part or parts of the equipment (except protective devices, d.c. connectors and other wear-related items) that prove defective within a one (1) year period shall be replaced without charge providing such defect, in our opinion, is due to faulty material or workmanship and not caused by tampering, abuse, misapplication or improper installation. Magnetics and power diodes are warranted for ten (10) years after date of purchase. During the last nine (9) years of this ten (10) year warranty period, the warranty covers parts replacement only, no labor or other services are provided by La Marche, nor is La Marche obligated to reimburse the owner or any other person for work performed.

Should a piece of equipment require major component replacement or repair during warranty period, these can be handled in one of three ways:

1. If the Purchaser elects to take the responsibility of repairing the equipment and requests replacement part(s), Purchaser or Sales Representative must contact Factory for return authorization and a purchase order must be issued. Replacement part(s) will be promptly shipped and invoiced. After the defective part(s) are returned and inspected at the Factory, if the defect(s) were due to faulty material or workmanship, credit will be issued.
2. The equipment can be returned to the La Marche factory to have the inspections, parts replacements and testing performed by factory personnel. Should it be necessary to return a piece of equipment or parts to the factory, the customer or sales representative must obtain authorization from the factory. If upon inspection at the factory, the defect was due to faulty material or workmanship, all repairs will be made at no cost to the customer during the first year. If the Extended Warranty is purchased, the parts required for repair will also be at no cost but La Marche will notify the Purchaser of the costs of Labor to replace the defective part(s). A Purchase Order to cover this labor is required before repairs will be initiated. Transportation charges or duties shall be borne by Purchaser.
3. If the purchaser elects not to return the equipment to the factory and wishes a factory service representative to make adjustments and/or repairs at the equipment location, La Marche's field service labor rates will apply. A purchase order to cover the labor and transportation cost is required prior to the deployment of the service representative.

In accepting delivery of the equipment, the purchaser assumes full responsibility for proper installation, installation adjustments and service arrangements. Should minor adjustments be required, the local La Marche sales representative should be contacted to provide this service only.

All sales are final. Only standard La Marche units will be considered for return. A 25% restocking fee is charged when return is factory authorized. Special units are not returnable.

In no event shall La Marche Manufacturing Co. have any liability for consequential damages, or loss, damage or expense directly or indirectly arising from the use of the products, or any inability to use them either separately or in combination with other equipment or materials, or from any other cause. In addition, any alterations of equipment made by anyone other than La Marche Manufacturing Co. renders this warranty null and void.

La Marche Manufacturing Co. reserves the right to make revisions in current production of equipment, and assumes no obligation to incorporate these revisions in earlier models.

The failure of La Marche Manufacturing Co. to object to provisions contained in customers' purchase orders or other communications shall not be deemed a waiver of the terms or conditions hereof, nor acceptance of such provisions.

THE ABOVE WARRANTY IS EXCLUSIVE, SUPERCEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. NO PERSON, AGENT OR DEALER IS AUTHORIZED TO GIVE ANY WARRANTIES ON BEHALF OF THE MANUFACTURER, OR TO ASSUME FOR THE MANUFACTURER ANY OTHER LIABILITY IN CONNECTION WITH ANY OF ITS PRODUCTS UNLESS MADE IN WRITING AND SIGNED BY AN OFFICIAL OF THE MANUFACTURER.

ECN/DATE

CPN 107040

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106 BRADROCK DRIVE
DES PLAINES, IL. 60018-1967
(847) 299-1188
FAX: (847)299-3061

ISSUE: ECN 15761-02/03

INSTRUCTION DRAWING NUMBER: **P25-LMFGWARRANTY-10B**

Issued To: _____
Purchase Order: _____
Effective Date: _____

NICKEL CADMIUM STATIONARY BATTERIES

FIVE YEAR FULL GUARANTEE

Alcad guarantees to the original user that Alcad batteries will be free from defects in material or workmanship for five years after date of shipment from Alcad. User should promptly report any alleged defects in writing to Alcad and permit examination by its representative. If Alcad finds the batteries to be defective as a result of material or workmanship, Alcad may either repair the batteries or provide a replacement - F.O.B. its factory without charge, except for freight.

TWENTY YEAR WARRANTY PRO RATA

In addition, Alcad warrants to the original user that Alcad batteries used in float service will furnish 80% of their rated capacity for a total of 25 years (5 years full guarantee - 20 years pro rata) after date of shipment from Alcad, provided that the user established to Alcad's satisfaction that:

1. The batteries are handled, stored and installed in accordance with Alcad's published instructions furnished with the batteries.
2. The batteries are operated in conjunction with a full float, voltage regulated charger and otherwise installed, used and maintained in accordance with Alcad's published instructions furnished with the batteries.
3. The batteries are not subjected to routine or frequent discharging in service. Contact Alcad for specific warranty information for cycling applications.
4. The yearly ambient temperature in the area of use in any year may not exceed 80EF. User shall maintain complete records regarding the temperature and conditions of use and the maintenance performed, and shall permit examination of these records by Alcad. User shall also promptly report any alleged defects in writing to Alcad, and permit examination of the batteries by its representative.

If Alcad should find that the batteries have not satisfied this twenty year pro rata warranty, Alcad agrees to repair or replace the batteries, F.O.B. its factory on a pro rata basis with the user allowed a credit based upon its original purchase price and the portion of the warranty term remaining to be applied towards the purchase of a replacement battery.

THE ABOVE STATED FIVE YEAR FULL GUARANTEE AND TWENTY YEAR PRO RATA WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OF STATUTORY AND ALL OTHER LIABILITIES (CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE). SELLER MAKES NO WARRANTY WHATSOEVER EXPRESS, IMPLIED OR STATUTORY TO ANY PERSON OR ENTITY OTHER THAN BUYER. IN NO EVENT WHATSOEVER SHALL SELLER BE LIABLE FOR LOSS OF PROFITS OR ANY OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM ANY DEFECTS IN THE GOODS OR ANY BREACH OF THE WARRANTY.

The guarantee and warranty set forth herein are limited to the initial user the equipment to which they relate.

RETURNED MATERIALS will not be accepted without a Return Material Authorization issued by Alcad in writing. Customer is responsible for costs of returning materials, for secure packaging of returned material to provide best possible assurance against damage in shipment, and for any damage in shipment. Batteries of any kind must not be returned to Alcad factory without special instructions for handling and shipping.

BY: _____
BATTERY TYPE: _____
REFERENCE #: _____
DATE: _____

Bid Specifications
FOR
Replacement Components
24 Volt DC Electric with Negative Ground Engine Starting Systems

GENERAL

1. The successful Bidder will furnish all labor, materials, equipment and related services required to replace and/or upgrade existing batteries, battery racks and battery chargers for three (3) Caterpillar emergency power generators, one (1) Model 3512 and two (2) Model 3412 units, located at the West Hickman Wastewater Treatment Plant which is owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. The "Project" will include replacement of sixty (60) existing batteries, twenty (20) batteries per unit, battery racks and three (3) battery charging units, one (1) charger per unit.
3. Successful bidder will be required to dispose of old batteries in accordance with any and all local, state and/or federal regulations.
4. All work activities must be coordinated with West Hickman WWTP Superintendent
5. 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 new nickel cadmium batteries, racks, battery charging units, conductors and connection accessories as specified.
2. Remove and dispose of existing batteries, racks and charging units in accordance with any and all local, state and/or federal regulations.
3. Install new batteries, racks, charging units, conductors, connection accessories and/or other accessories as necessary to meet emergency power generator manufacturer, Caterpillar, specifications per each specific Model, one (1) Model 3512 and two (2) Model(s) 3412.