



# Request For Proposal

Louisville/Jefferson Co Metro Government

**Bid Number:** 1815

**Revision:** 0  
**Date:** 20-APR-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

**Mark envelope with Bid Number, Reply By Date and Address to:**

Metro Purchasing Department  
611 West Jefferson Street  
Mezzanine Level  
Louisville, KY 40202

**Reply By: 26-MAY-09**

**# Description**

1 A Request for Proposals price contract for a portion of Louisville Metro Government's need for Comprehensive Services for Emergency Generator Systems for a period of twelve (12) months, per the attached specifications.

PreBid: May 5, 2009

10:00 AM

Purchasing Division

611 W. Jefferson Street, Mezzanine Level

Louisville, KY 40202

**DELIVERY TIME:** \_\_\_\_\_  
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

**UNSIGNED BIDS WILL NOT BE CONSIDERED**

**FIRM NAME:** NIXON POWER SERVICE

**OFFICIAL'S SIGNATURE:** *Don Nixon*

**ADDRESS:** 11910 Carrier Court  
LOUISVILLE

KY. 40299

**PHONE:** 502-267-0474

**DATE:** 11-24-2009



# Request For Proposal

Louisville/Jefferson Co Metro Government

Bid#: 1815

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## Standard Text

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original), TWO BOUND COPIES and AN ADDITIONAL COPY ON CD IN PDF format (Adobe). Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification. Participation by minority business entities and/or utilization by contractors of minority business entities as subcontractors, if the instant contract requires or warrants the use of subcontractors, is encouraged and will be a consideration in determining the award of this contract. All questions regarding pre-qualification and certification should be directed to the Louisville/Jefferson County Metro Government Human Relations Commission at (502) 574-3631.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

### RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.



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Bid#: 1815

Louisville/Jefferson Co Metro Government

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Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.

If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

All bidders are required to visit job site to completely familiarize themselves with all existing conditions, measurements, etc., and be responsible for same.

**STANDARD TEXT**

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number: ~~502-267-9166~~.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

**PLEASE READ CAREFULLY**

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE

Don Kisu  
Contractor (Please sign here and type in company name on line  
immediately below. Please leave all other lines blank)

NIXON POWER SERVICES  
Company Name

Craig A. Bowen / H  
Director of Purchasing

Contract Term:  
Effective: 12/1/09  
Expires: 11/30/10

Items Covered:  
All: ✓  
See Attached: RFP 1815

The Invitation for Bid and response will become part of the contract



**LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT**

**Jerry E. Abramson, Mayor**

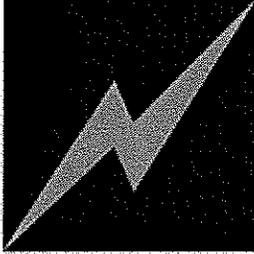
**Annual Services Contract - Comprehensive  
Services for Emergency Generator Systems**

for

**Public Works and Assets  
444 S. 5<sup>th</sup> Street  
Louisville, Kentucky 40202**

**BID #1815**

# NIXON



## Power Services Company

...the generator people

Kentucky Service Center  
11910 Carrier Court  
Louisville, Kentucky 40299  
Toll Free: 1-800-596-4966

Cecil Goins, Project Manager  
Public Works and Assets  
Louisville Metro Government  
444 S. 5<sup>th</sup> Street  
Louisville Ky. 40202  
Ph. 502-574-7378  
Fax 502-574-5924

Page 29 4.1.9 cost

NIXON POWER SERVICES, total proposal cost for all existing generators per outline.  
\$12,305.00

### ADDITIONAL UNIT PRICES PAGE 30 9.1

9.1.1 15KW \$165.00  
9.1.2 25KW \$255.00  
9.1.3 100KW \$380.00  
9.1.4 150KW \$415.00  
9.1.5 300KW \$475.00  
9.1.6 500KW \$650.00  
9.1.7 1000KW \$960.00  
9.1.8 1500KW \$1,510.00

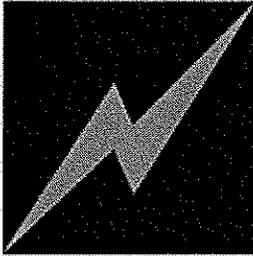
### NIXON POWER SERVICES

Don Kiser

Product Sales and Service Rep.

502-797-5436

# NIXON



## Power Services Company

---

...the generator people

Kentucky Service Center  
11910 Carrier Court  
Louisville, Kentucky 40299  
Toll Free: 1-800-596-4966

Cecil Goins, Project Manager  
Public Works and Assets  
Louisville Metro Government  
444 S. 5<sup>th</sup> Street  
Louisville Ky. 40202  
Ph. 502-574-7378  
Fax 502-574-5924

Page 29 4.1.6

With one of the most responsive networks of service facilities in the southeast, NIXON POWER SERVICES can provide maintenance and emergency service to your generator set 24 hours a day, seven days a week. NIXON POWER SERVICES offers the exact system you need, as well as skilled professionals you can trust to see the job done correctly. For more than 50 years, NIXON POWER SERVICES has been a dependable choice throughout the southeast, building long-lasting relationships. This has made NIXON POWER SERVICES the regions most trusted name for prompt service in power generation systems. Our service technicians are trained to analyze your problems and offer a solution in short order.

Thank you,  
Don Kiser  
Product Sales and Service Rep.

502-797-5436

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**REQUEST FOR COMPETITIVE SEALED BIDS**

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## SECTION I

### INVITATION AND INSTRUCTION TO PROPOSERS

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- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for **Annual Services Contract – Comprehensive Services for Emergency Generator Systems** at various locations in Louisville, Kentucky. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:  
(check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Sealed proposals will be received at the office of Louisville Jefferson County Metro Government Purchasing Department until 3:00 PM, May 26, 2009, 611 West Jefferson Street - Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3pm deadline on Tuesday, May 26, 2009 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

{	<b>Cecil Goins, Project Manager</b>	
	<b>Public Works and Assets</b>	
	<b>Louisville Metro Government</b>	<b>Phone: 502 - 574 -7378</b>
	<b>444 S. 5<sup>th</sup> Street</b>	<b>Fax: 502 - 574 - 5924</b>
	<b>Louisville, KY 40202</b>	<b>Email: cecil.goins@louisvilleky.gov</b>

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond seven (7) calendar days prior to the bid date.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

**Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.**

END OF SECTION

## SECTION II

### GENERAL PROVISIONS

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- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.4 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.5 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.6 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.8 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.9 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

- 2.10 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.11 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.12 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - a. Failure to perform the contract according to its terms, conditions and specifications;
  - b. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - c. Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - d. Failure to diligently advance the work under a contract for construction services;
  - e. The filing of a bankruptcy petition by or against the contractor; or
  - f. Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government

provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.13 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.14 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.15 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.16 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.17 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

### **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

RFP

SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro Government Terms & Conditions that are a part of this Request for Proposals.

**Include this page in your response to this RFP**

Firm: NIXON POWER SERVICES  
By: DON KISER  
Title: Product Sales and Service Rep.  
E-Mail Address: DKISER@NIXONPOWER.COM  
Address: 11910 CARRIER COURT  
LOUISVILLE KY. 40299  
Telephone: 502-267-0474  
Fax: 502-267-9166  
Date: 05-22-2009  
Louisville/Jefferson County Metro Revenue Commission Number: [REDACTED]  
Federal ID Number: [REDACTED]

**Please include a copy of your W-9 with your submitted proposal.  
You cannot be awarded a contract until this is submitted.**

**I acknowledge receipt of the following Addendum:**

Addendum #1: \_\_\_\_\_

Addendum #2: \_\_\_\_\_

Addendum #3: \_\_\_\_\_

Any Additional Addendum (list all numbers): \_\_\_\_\_

END OF SECTION

### SECTION III

## HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

---

### I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

### II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division).** *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.*

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury
2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

### III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

### IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for:
  1. No later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

Louisville/Jefferson County Metro Government  
Finance Department, Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

END OF SECTION

## SECTION IV

### PROPOSAL WORK SCOPE

---

#### 1.

##### INTENT

- 1.1 Louisville-Jefferson County Metro Government, Department of Public Works and Assets, Project Management Division is accepting proposals from firms to provide comprehensive annual servicing on Emergency Generator Systems for Louisville Metro Facilities. The purpose of this RFP is to contract a Service Firm for these services.
- 1.2 Submitted Proposals will be reviewed and evaluated by a committee consisting of members of the Louisville Metro Department of Public Works and Assets, Louisville Metro Project Management Department, and the Louisville/Jefferson County Metro Purchasing Department. The Review Committee will evaluate each bid according to the weighted criteria listed in Section VII. Proposers are encouraged to include additional information addressing each evaluation category as part of their proposal. Louisville Metro Government reserves the right to reject any or all proposals, and to accept the proposal considered to be most advantageous to Louisville Metro.
- 1.3 The list of existing emergency generator systems that shall be serviced in this contract is included in Section IX of this document.
  - 1.3.1 Adjustments to the annual quantity of generators to be serviced is subject to change and will be addressed by way of the individual cost break-outs and unit prices submitted in this proposal.
  - 1.3.2 Annual servicing date for each generator shall be coordinated with Louisville Metro Public Works and Assets to minimize any interruption of buildings served by the generators.

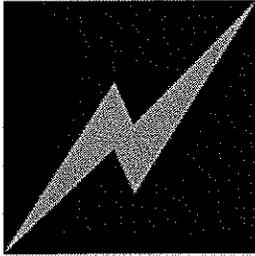
#### 2 PROJECT WORK CONDITIONS AND SCOPE SERVICES

- 2.1 The Service Firm shall provide all labor, materials, and equipment necessary to perform the Annual Services Contract for Emergency Generator Systems at various Metro buildings. Work description is indicated below.
- 2.2 The selected Service Firm shall provide scheduled emergency generator system service, one visit per year per emergency generator system.
  - 2.2.1 The annual servicing visit shall be schedule by the Department of Public Works and Assets with the successful Service Firm.
  - 2.2.2 The initial service work under this Proposal shall be performed within 45 days of award of contract. The Service Firm shall maintain a record of dates each generator is serviced and shall contact Public Works and Assets four (4) weeks ahead of the one year anniversary of the first servicing date to schedule the next annual service.
- 2.3 A detailed service checklist with an explanation of work performed shall be submitted electronically to Louisville Metro Public Works for each generator within 7 working days after the annual servicing is performed.

- 2.4** The selected firm shall provide Metro with a weekly maintenance checklist and maintenance log book to be left at each unit. Provide water-resistant protection for log book.
- 2.5** Each of the existing generator sets listed in this document shall receive the annual service. Materials shall be provided for each generator as required for the annual servicing. Materials identified that may be needed beyond those indicated as part of the annual service contract shall be reviewed with Metro and a cost for the extra work shall be presented. Annual service contract for each generator shall include:
- 2.5.1** Replace lube oil (waste oil shall be legally disposed by contractor).
  - 2.5.2** Replace lube oil filters (filter shall be legally disposed by contractor).
  - 2.5.3** Replace fuel filters.
  - 2.5.4** Replace coolant filters.
  - 2.5.5** Replace air filters.
  - 2.5.6** Check entire unit for fuel, oil and water leakage. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
  - 2.5.7** Perform air inlet restriction test on all diesel units. Clean restricted inlets.
  - 2.5.8** Check coolant level, condition of coolant, protection rating and perform pressure test (coolant legally disposed). Check engine radiator for leakage. Add engine coolant anti-freeze if low up to two (2) gallons at the mixture rate recommended by the generator manufacturer. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
  - 2.5.9** Inspect/adjust hoses, belts, and linkages. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
  - 2.5.10** On diesel engines, inspect and clean injection system and fuel lines.
  - 2.5.11** On gas and liquid propane engines, inspect complete ignition system, check timing, spark plug wires. Replace points, condenser and spark plugs.
  - 2.5.12** Check and adjust fan and governor belts. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
  - 2.5.13** Check engine heater operation. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
  - 2.5.14** Inspect fuel supply system including piping, solenoid valve and transfer tank where applicable. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
  - 2.5.15** Inspect exhaust system. Drain condensation if system has drain provision. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).

- 2.5.16 Check batteries, battery charger operation, and charge rate. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.17 Check battery charging generator brushes and starter motor brushes. Replace if found to be unsatisfactory.
- 2.5.18 Check AC generator brushes for proper setting and wear. Replace if found to be unsatisfactory.
- 2.5.19 Check DC generator brushes for proper setting and wear. Replace if found to be unsatisfactory.
- 2.5.20 Clean collector rings and commutator. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.21 Clean static exciter. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.22 Check battery electrolyte levels and specific gravity, clean terminals as needed, spray terminals with corrosion proof solvents. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.23 Check all engine and generator shutdown and alarm systems. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.24 Adjust output voltage and frequency as required.
- 2.5.25 Confirm proper operation of all engine gauges and AC metering. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.26 Conduct a safety shutdown check including, where applicable, voltage, frequency, instruments and adjusting carburetor and governor.
- 2.5.27 After notifying Metro, operate transfer switch(es) and confirm proper operation of all timers and accessories. This shall include, where applicable, contacts, trickle charger, voltage at contactor, phase protection relays, start relay and exercise clock operation. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.28 Inspect transfer switch main contacts. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.29 Operate unit under available connected load for duration required to evaluate operation of system (1/2 hour minimum).
- 2.5.30 Check all remote annunciators and alarms. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.31 Inspect all electronic modules and control boards. Report defects to Metro along with the description of necessary repairs to correct (include cost for repairs).
- 2.5.32 Notify Metro if any additional service work as deemed necessary for the generator after performing all services above. Include cost for additional services.

# NIXON



## Power Services Company

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...the generator people

Kentucky Service Center  
11910 Carrier Court  
Louisville, Kentucky 40299  
Toll Free: 1-800-596-4966

Cecil Goins, Project Manager  
Public Works and Assets  
Louisville Metro Government  
444 S. 5<sup>th</sup> Street  
Louisville Ky. 40202  
Ph. 502-574-7378  
Fax 502-574-5924

NIXON POWER SERVICES shall offer the Louisville Metro Government a service to be on call 24/7 for all your needs. Per outline we shall offer to be on site per emergency calls with-in 2 hours of call, page 32.

Normal working hours, rate of \$80.00 a hour  
Over-time working rates 1.5 times rate of \$120.00 a hour  
Double time, Sunday and holiday rates. X 2 of \$160.00 a hour

NIXON POWER SERVICES

Don Kiser

Product Sales and Service Rep.

502-797-5436

2.5.33 Instruct the Metro's personnel on the operation and regular inspection of the equipment.

2.6 Only parts and lubricants as recommended by the manufacturer of the individual emergency generator systems shall be installed or provided. Any item found to be defective or unsatisfactory shall be reported Metro. Costs for repairing defects found (that are not part of the contract) requiring additional work shall be approved by Metro prior to installation on the generators. Contractor shall invoice Metro for the additional work. Labor rate shall be same as presented in this Proposal. Material costs shall be material supplier's invoice price plus mark-up of materials at 5%. Attach copies of materials invoices to the invoice submitted to Metro.

2.7 The Service Firm shall prepare a report on each service visit to be signed by Metro's representative with a copy placed in the maintenance log book at the unit. The report shall include recommendations for repairs that should be performed to the emergency generator systems. Price quotations for repairs needed shall be provided to Metro within seven (7) days following the annual service performed.

2.8 Service Firm shall perform repair services including installation of additional parts not listed above on a normal notification or emergency basis notification. Additional repair services beyond those described above shall be billed at the hourly unit price as submitted in this Proposal.

### 2.9 EMERGENCY SERVICE CALLS

2.9.1 The selected Service Firm for this project shall be available "**for emergency service calls**" as needed to service inoperable generator systems. Service shall be provided within 2 hours of receiving the emergency call for service from Metro.

2.9.2 Metro reserves the right to utilize other Service Firms in an emergency situation if the selected firm for this contract does not respond to the emergency or if the selected firm for this contract cannot address all required work for multiple generators.

## 3 PROPOSAL DOCUMENTS

3.1 These documents are descriptive, diagrammatic, and intended to depict the general work requirements required for the project. Actual site conditions, generator model numbers, capacities, etc. shall be field verified by the Service Firm.

3.2 Any observed faults or ambiguity shall immediately be called to the attention of the Louisville Metro Project Manager. By submission of the Proposal, the Proposer shall acknowledge acceptance of the conditions and documents as an adequate definition of the scope of the Work and any extra costs claimed by the winning Proposer based on inadequacy of project documents or failure to visit site will not be considered by Louisville Metro Government.

## 4 COORDINATION AND INSTALLATION

4.1 Proposer shall provide all work as indicated, scheduled, or required for the project.

4.2 Proposer shall engage in work in such a manner as to effectively ensure proper operation of the emergency generators.

4.3 Proposer shall administer service, review progress and consistency with these documents, and prepare and submit pay invoices, checklists, and generator service records.

4.4 Contractor shall develop an Excel based checklist and schedule for servicing the generators with input from Metro Public Works and Assets personnel. The spreadsheet shall be shared

electronically with Metro for tracking purposes. The spread sheet shall be updated annually after performing service on generators.

## **5 INVOICE PAYMENTS**

**5.1** The Contractor shall invoice Metro separately for each generator serviced. The invoice shall breakout materials and labor charges. Service Firm shall include a check list with each invoice indicating the specific work that was provided for the generator.

**5.2** This method of invoicing is necessary as part of the Metro's accounting system.

## **6. REIMBURSABLE EXPENSES**

**6.1** All postage, printing, plotting, telephone, travel, and subcontractor's fees shall be included in the Total Cost bid.

## **7. BUDGET**

**7.1** The total budget for this project is non-published. Adequate funding is available to accommodate the project as defined herein.

END OF SECTION

## SECTION V

### PROPOSAL GUIDELINES

---

#### 1. SUBMITTAL OF PROPOSAL

1.1 Louisville-Jefferson County Metro Government, Public Works and Assets, Project Management Division is accepting proposals from firms to provide comprehensive services for annual servicing of Emergency Generator Systems for Louisville Metro Facilities.

#### 2. SUBMITTAL QUANTITY

2.1 Submit two (2) bound copies and one (1) unbound copy of the "Proposal". Submit an additional copy in PDF format (Adobe) saved to CD.

2.2 Submit to the Louisville and Jefferson County Purchasing Department no later than the time and date set in Section I of these documents. Follow the schedule, format and instructions indicated.

2.3 The Owner's Project Manager will be a representative of Louisville Metro Department of Public Works and Assets, Project Management Division.

#### 3. PROJECT DESCRIPTION

3.1 The project involves providing comprehensive annual servicing of existing Emergency Generator Systems for Louisville Metro Facilities.

3.2 The generator service contractor shall also be available to respond to emergency service calls for the generators. Contractor shall perform the emergency service based on a time and materials rate. Contractor shall start the emergency service repairs within 2 hours after receipt of a call for service and shall work continuously on the generator until generator is repaired and operational.

3.2.1 Include with this proposal, hourly rate schedules for all technicians and subcontractors that will be working on the generators under normal and emergency conditions.

3.3 Metro Government reserves the right to accept or reject any or all proposals or to waive any informalities in award of a contract when determined to be in Metro Government's best interest.

#### 4. SUBMITTAL FORMAT

4.1 Organize and Submit Proposals in an 8 1/2 x 11 inch format as follows:

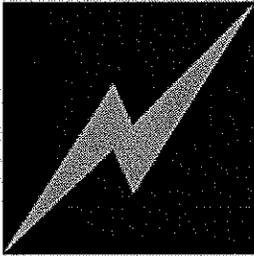
4.1.1 Cover Page with: Project Title and Bid Number.

4.1.2 Proposal Contractor's Company Name, address, phone number, fax number, and email address.

4.1.3 Index.

4.1.4 Bid Bond.

# NIXON



## Power Services Company

---

...the generator people

Kentucky Service Center  
11910 Carrier Court  
Louisville, Kentucky 40299  
Toll Free: 1-800-596-4966

Cecil Goins, Project Manager  
Public Works and Assets  
Louisville Metro Government  
444 S. 5<sup>th</sup> Street  
Louisville Ky. 40202  
Ph. 502-574-7378  
Fax 502-574-5924

Page 29 sec. 4.1.7

Mr. John Thomas

Area technician with NIXON POWER SERVICES for over 6 years. Skilled in all areas of transfer switch gear, engine and generator controls.

Mr. Shane Nichols

Area technician with NIXON POWER SERVICES for over 9 years with experience in the field of Generac and Kohler generators. Highly skilled in the fields of switch gears, controllers, and generator repairs.

Mr. Ed Sterling

Area technician with NIXON POWER SERVICES for over 10 years of service. Highly skilled and trained in the fields of generator controls, switch gears, and engine repairs.

Mr. Mike Sweatmon

Area technician with NIXON POWER SERVICES for over 8 years in the generator field. Serving several years a generator technician with Bell South. Mr. Sweatmon is well versed in generator controls, engine repairs, and switch gears.

Mr. Jerry Klein

Area technician with NIXON POWER SERVICES for over 10 years. Years of service with Caterpillar and Kohler generator in the fields of troubleshooting and repairs. Excellent skills of generator controls, engine repairs and switch gear repairs.

Mr. Marty Dauenhauer

Area technician with NIXON POWER SERVICES for the past year. With over 12 years in the field service per Detroit Diesel power products. Marty brings a strong back ground per engine troubleshooting and repair skills.

Mr. Ricky Baldon

Area technician with NIXON POWER SERVICES for over 2 years. Having come from the UNITED STATES ARMY with 20 years of service in the generator field service. Skills per troubleshooting engine and generator controls.

**4.1.5** Proposal Form provided in this document and all additional forms, paperwork, etc, required by these specifications. Failure to completely fill out and submit required paperwork will result in bid being deemed non responsive.

**4.1.6** Provide as part of the Proposal:

- A.** Brief description of the Service Firm (and all subcontractors) including location of firms.
- B.** Statement that Service Firm understands the project.
- C.** Statement that Service Firm can perform work on the different generator manufacturer's equipment required by this Request for Proposal.
- D.** Describe the Service Firm's approach and technical plan for accomplishing the work listed herein. Provide a discussion of how the Service Firm will assure adequate and timely completion of this project. A description of the Service Firm's overall capability and assurance that it can meet its' commitment to successfully complete the servicing requirements.

**4.1.7** Technicians

- A.** Provide the names, with their resumes, of all technicians that will be servicing the generators. Include information addressing technician's experience, background and special skills.
- B.** Provide the names, with their resumes, of all subcontractors that will be servicing the generators. Include information addressing subcontractor's experience, background and special skills

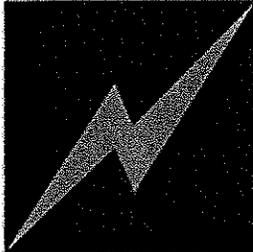
**4.1.8** Relevant Experience and References

- A.** Provide the details of experience and past performance of the Service Firm and all subcontractors on comparable service contracts. This item should cover, at a minimum, the substantive nature of comparable projects. Service Firms are required to give sufficient information of their experience (and the subcontractor's experience that will be used for the contract) to permit Metro to verify service capability of the firm.
- B.** Provide the name, title, locations and telephone number of persons who can substantiate the firm's and the subcontractor's referenced experiences.

**4.1.9** Costs

- A.** Proposal Form shall include: total proposal cost for all existing generators listed; costs for the annual service for each individual emergency generators indicated; and unit costs for typical size generators indicated. In addition, the Proposer shall include their standard hourly rate schedule for work beyond the proposed scope outlined within this RFP to address additional work on a regular call basis and emergency call basis.

# NIXON



## Power Services Company

...the generator people

Kentucky Service Center  
11910 Carrier Court  
Louisville, Kentucky 40299  
Toll Free: 1-800-596-4966

Cecil Goins, Project Manager  
Public Works and Assets  
Louisville Metro Government  
444 S. 5<sup>th</sup> Street  
Louisville Ky. 40202  
Ph. 502-574-7378  
Fax 502-574-5924

Page 29 4.1.9 cost

NIXON POWER SERVICES, total proposal cost for all existing generators per outline.  
\$12,305.00

### ADDITIONAL UNIT PRICES PAGE 30 9.1

9.1.1	15KW	\$165.00
9.1.2	25KW	\$255.00
9.1.3	100KW	\$380.00
9.1.4	150KW	\$415.00
9.1.5	300KW	\$475.00
9.1.6	500KW	\$650.00
9.1.7	1000KW	\$960.00
9.1.8	1500KW	\$1,510.00

### NIXON POWER SERVICES

Don Kiser

Product Sales and Service Rep.

502-797-5436

**5 OTHER CONTRACTUAL REQUIREMENTS**

5.1 Prospective proposers are advised that Metro Ordinance 16, Series 1987 requires that any business awarded a contract by Metro Government shall have in place, an Affirmative Action Plan approved by the Louisville/Jefferson County Human Relations Commission. Questions in this regard should be directed to that agency at (502) 574-3635. Prospective proposers are also advised that the successful bidder must be properly registered with the Louisville/Jefferson County Revenue Commission for tax purposes, and must not be in a delinquent position with said office at the time of contract approval. Questions in this regard may be directed to that agency at (502) 569-2942.

**6 ADDITIONAL INFORMATION**

6.1 Any additional items that might better attest to the qualifications of the Proposer should be included as an attachment at the end of the document.

**7 ALTERNATES**

7.1 There are no ALTERNATES for this project.

**8 ALLOWANCES**

8.1 There are no ALLOWANCES applied to this project.

**9 UNIT PRICES**

9.1 Provide a unit price on the Proposal Form to provide annual Services for typical emergency generators. Price shall include all services indicated in Section IV Project Work Scope. Include unit price on Bid Proposal Form.

- 9.1.1 15 KW
- 9.1.2 25 KW
- 9.1.3 100 KW
- 9.1.4 150 KW
- 9.1.5 300 KW
- 9.1.6 500 KW
- 9.1.7 1000 KW
- 9.1.8 1500 KW

**10 PREVAILING WAGE RATES**

10.1 Prevailing Wage Rates shall not apply to this project.

END OF SECTION

**SECTION VI**  
**PROPOSAL FORM**

---

(SUBMIT ORIGINAL, TWO (2) COPIES, AND PDF ON DISK)

**COMPETITIVE SEALED BID**  
**FOR**  
**LOUISVILLE METRO GOVERNMENT**

**Annual Services Contract –**  
**Comprehensive Services for Emergency Generator Systems**

**TO: LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT**  
**DIVISION OF PURCHASING**  
**611 W. JEFFERSON**  
**LOUISVILLE, KENTUCKY 40202**

**RE: ANNUAL SERVICES CONTRACT**  
**COMPREHENSIVE SERVICES for EMERGENCY GENERATOR SYSTEMS**

We hereby submit our proposal for the “**Annual Services Contract – Comprehensive Services for Emergency Generator Systems**” as outlined in the Specifications as prepared for the Louisville-Jefferson County Metro Government by Department of Public Works and Assets.

**1. STIPULATED SUM**

The undersigned, having visited the sites and familiarized himself with local conditions affecting cost of work, and with these documents, hereby proposes to furnish all labor, materials and equipment required by said documents for the entire work in strict accordance with the RFP as prepared by the Louisville-Jefferson County Metro Government, on which this proposal is based, including:

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED: \_\_\_\_\_

(IF NONE HAVE BEEN RECEIVED, THE WORD "NONE" SHALL BE INSERTED)

**Proposal Form:**

This Proposal shall be filled in by the **CONTRACT SERVICE FIRM** with the prices written in both numerals and words. In case of discrepancy between words and numerals, the **amount shown in words shall govern**.

**CONTRACT SERVICE FIRM** agrees to perform all work in accordance with the Scope of Services and these documents for annual Planned Servicing, inspection, testing and reporting of Emergency Generator Sets, for the following prices:

**TOTAL PROPOSAL PRICE: Lump Sum for all generators (A through S in Par.5 below)**

\$ 12,305.00

The prices listed above shall be the basis for providing annual preventative maintenance as described within these documents for the emergency generators listed below. These costs shall be good for the initial year from the signing of the contract. Metro shall have the option to renew the annual contract up to five (5) additional years. The renewable contract shall be adjusted to account for inflation in accordance with standard cost index increase and as negotiated with Metro annually. Metro reserves the right to cancel the contract at any time. If successful negotiations for cost increases cannot be arrived at between Metro and the contractor, then the contract shall be cancelled.

Work in addition to the services required by the annual PM shall be provided on a hourly rate basis of:

**Attach a Schedule of Hourly Rates to this Proposal. Schedule shall provide hourly rates for: additional work between normal work hours (7AM – 3:30 PM); and hourly rates for emergency work (response within 2 hours of call). Include service technicians & subcontractors rates.**

All additional work shall be either prearranged or will be on an emergency call basis through Louisville Metro Public Works. The requested work may include rebuilding or overhaul work of the emergency generator systems. The firm shall be available on a 24 hour per day, 7 days per week basis with a response within 2 hours of a call for servicing all Emergency Generator Systems for an EMERGENCY situation.

**As the Service Firm selected, we understand the need to be available for emergency service and agree to provide this service based on the terms indicated within this RFP when contacted by Louisville Metro Public Works.**

Yes  D.K. No   
(This is an evaluation criteria item- refer to Section VII).

## **2. ESTABLISHING SERVICE SCHEDULE**

The Service Firm, Louisville Metro Project Manager, and Metro Department of Public Works and Assets representatives shall meet to discuss the schedule for each generator prior to any work beginning. Once a start date is established, the approximate same date shall be set for next year's servicing.

## **3. REJECTION OF PROPOSALS**

It is understood and agreed that the Owner reserves the right to accept any proposal, to reject any or all proposals, or to waive any informalities in proposals received, where such acceptance, rejection or waiver is considered to be to the best interest of the Owner and to reject any proposal where evidence or information submitted by the Proposer does not satisfy the Owner that the Proposer is qualified to carry out the details of the contract documents.

It is understood and agreed that this proposal may not be withdrawn for a period of ninety (90) days after the opening thereof. The undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within five (5) days after the agreement is presented to him for signature.

**4. SUBCONTRACTORS**

List all subcontractors performing work on the generator sets on which this Proposal is based. It shall be mandatory that the subcontractors listed actually be used in executing the work. No changes shall be made to this list without the prior written approval of the Louisville-Jefferson County Metro Government.

<b>GENERATOR SET</b>	<b>SUBCONTRACTOR</b>
Onan	<u>NONE</u>
Catapiller	<u>NONE</u>
Kohler	<u>NONE</u>
Cummins	<u>NONE</u>
Olypian	<u>NONE</u>
Generac	<u>NONE</u>

**5. UNIT PRICES - PROVIDE INDIVIDUAL GENERATOR PRICES for the Generators in Table I of Section IX (numbers & words):**

A. 400E.Gray - Health Dept. Main Branch (100 KW)

\$ 380.00

B. 810 Barrett Avenue - Urban Govt. Center (650 KVA)

\$ 760.00

C. 531 Court Place - Fiscal Court Building (20 KW)

\$ 165.00

D. 517 Court Place - Metro Annex & Metro Hall (800KW)

\$ 760.00

E. 601 Jefferson - City Hall (230KW)

\$ 415.00

F. 633 W. Jefferson - LMPD/boiler room (30KW)

\$ 255.00

G. 633 W. Jefferson - LMPD (600 KW)

\$ 760.00

H. 700 W Jefferson St –Judicial Center (1250KW)

\$ 1,410.00

I. 431 S. 5th St – MetroSafe (600KW)

\$ 760.00

J. 431 S. 5th St – MetroSafe (2200 KW)

\$ 2,360.00

K. 600 W. Jefferson St. – Hall of Justice (400KW)

\$ 650.00

L. 600 S. Preston St. - Jadac ( 400 KW)

\$ 650.00

M.720 W. Jefferson - Youth Detention Center (75KW)

\$ 380.00

N. 720 W. Jefferson - Youth Detention Center (50KW)

\$ 380.00

O. 2911 Taylor Blvd - Police Training Center (250KW)

\$ 475.00

P. 2500 Griffiths Ave- Engine 6(125KW)

\$ 380.00

Q. 300 N. Spring St. – Engine 21 (230KW)

\$ 475.00

R. 768 Building Barret - (Cummins 250KW)

\$ 475.00

S. 768 Building Barret – ( Caterpillar 200KW)

\$ 415.00

6. **UNIT PRICES - PROVIDE UNIT PRICES to use to add/remove Generators from contract (numbers & words).** Unit prices shall include providing complete annual servicing as described in Section IV for the following generator sets:

15 KW	\$	<u>165.00</u>
25 KW	\$	<u>255.00</u>
100 KW	\$	<u>380.00</u>
150 KW	\$	<u>415.00</u>
300 KW	\$	<u>475.00</u>
500 KW	\$	<u>650.00</u>
1000 KW	\$	<u>960.00</u>
1500 KW	\$	<u>1,510.00</u>

7. **ALLOWANCES**

Not Applicable

8. **REFERENCES**

Please include at least (3) three references for similar annual service projects that represent comparable examples of Product and Delivery times. These references are critical to the award criteria for this work. If subcontractors will be used, then provide three (3) references for each subcontractor.

**Project:** \_\_\_\_\_ **Contact/Owner** \_\_\_\_\_ **Phone #** \_\_\_\_\_

E.ON/US LLC Roy Gray 502-627-4726

Ky. American Water Co. Mark Mullins 859-263-5271

Rural Mountain Telephone Keith McGuire 606-743-3121

SUBMITTED BY:

Firm: NIXON POWER SERVICES  
By: DON KIZER  
Title: Product Sales & Service Rep.  
Address: 11910 Carrier Court  
Louisville Ky. 40299  
Telephone: 502-267-0474  
Fax: 502-267-9166  
Date: 05-22-2009

END OF SECTION

# Generator Service Training Certificate

This is to certify that

**Bobby Newbert**

Has completed a programmed course of instruction on servicing **KOHLER**

**RESIDENTIAL GENERATORS AND ATS  
CERTIFICATION**

Awarded this 18th day of April, Two Thousand and Eight



**KOHLER**  
POWER SYSTEMS

STEVE LOGAN  
Service Training Manager

# Generator Service Training Certificate

This is to certify that

**Jerry Klein**

Has completed a programmed course of instruction on servicing **KOHLER**

**DEC 550 GENERATOR CONTROLLERS**  
and  
**MPAC-1000 ATS CONTROLLERS**

Awarded this 9th day of January, Two Thousand and Three



**KOHLER**  
POWER SYSTEMS

Steve Logan  
Service Training Specialist

# Generator Service Training Certificate

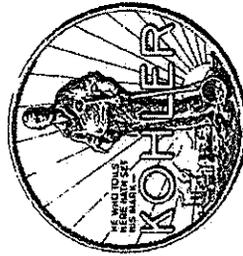
This is to certify that

**Ricky A. Baldon**

Has completed a programmed course of instruction on servicing **KOHLER**

**RESIDENTIAL GENERATORS AND ATS  
CERTIFICATION**

Awarded this 10th day of August, Two Thousand and Seven



**KOHLER**  
POWER SYSTEMS

STEVE LOGAN  
Service Training Manager

# Generator Service Training Certificate

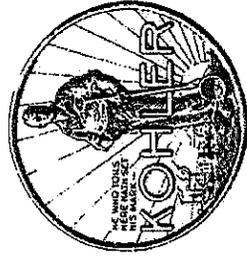
This is to certify that

*Michael Sweatman*

Has completed a programmed course of instruction on servicing **KOHLER**

**RESIDENTIAL GENERATORS AND ATS  
CERTIFICATION**

Awarded this 12th day of October, Two Thousand and Seven



**KOHLER**  
POWER SYSTEMS

STEVE LOGAN  
Service Training Manager

# Generator Service Training Certificate

This is to certify that

**John Thomas**

Has completed a programmed course of instruction on servicing **KOHLER**

**200-500REOVZ**

**Certified Engine Training**

Awarded this 7th day of August, Two Thousand Three



Kohler Training Dept.

**KOHLER**  
POWER SYSTEMS

# Planned Maintenance Checklist

## Fuel System Checks:

General Inspection of all Components\*\*  
Change Fuel Filter Elements\*  
Check for Water in Main Tank\*  
Take Fuel Sample\*  
Check for Water in Day Tank\*  
Drain Fuel/Water Separator\*\*  
Check and Record Level in Main Tank\*\*  
Operation of Day Tank\*\*  
Check Fuel Pressure\*\*

## Lubricating System Check:

Change Engine Oil\*  
Change Governor Oil\*  
Change Engine Oil Filter\*  
Change Governor Oil Filter\*  
Check and Record Engine Oil Pressure\*\*  
Check Engine Oil Level\*\*  
Leave Make up Oil\*\*  
Check for Oil Leaks\*\*  
Oil Sample Analysis\*

## Cooling System Checks:

Check Water Pump\*\*  
Check Cooling System Hoses\*\*  
Check Louvers\*\*  
Adequate Fresh Air to Equipment\*\*  
Check Radiator Core\*\*  
Check Radiator Cap\*\*  
Check Coolant Level\*\*  
Check Freeze Point\*\*  
Change Coolant Filter\*  
Test AntiFreeze, Add Inhibitor\*  
Check Belts\*\*  
Condition of Fan Hub\*\*  
Operation of Water Jacket Heater\*\*  
Check & Record Operating Temperature\*\*  
Perform Non-Contact Temp. Measurements\*\*

## Exhaust Systems Check:

Condition of Exhaust System\*\*  
Condition of Turbocharger\*\*  
Check for Exhaust Leaks\*\*  
Check for Exhaust Rain Shield\*\*  
Check for Wet Stacking\*\*

## MAJOR SERVICE ONLY \*

## MAJOR & MINOR SERVICE\*\*

## Control System Checks:

Operation of all Guages & Meters\*\*  
Clean the Control Cabinet\*\*  
Check the Operation of all Controls\*\*  
Check the Shutdown System\*\*  
Check the Indicator Panel and Lamps\*\*  
Check/Adjust and Record Frequency\*\*  
Check/Adjust and Record Voltage\*\*

## Air Intake Systems Check:

Check Air Inlet Restriction\*  
Check Breather Tube\*\*  
Drain Air Box Reservoir\*\*  
Air System Piping\*\*  
Condition of Dry Type Cleaner\*\*  
Service Oil Bath Cleaner\*

## Engine Electrical Systems Check:

Check the Condition of the Batteries\*\*  
Clean the Battery and Cables\*\*  
Check the Specific Gravity\*  
Add Distilled Water\*\*  
Check the Operation of the Float Charger\*\*  
Check Battery Voltage under Load\*\*  
Change Spark Plugs, Points, Condenser,  
Rotor and Cap if needed\*

## Generator Checks:

Vacuum Debris\*  
Check Condition of Bearing\*  
Circuit Breaker Operation\*\*  
Condition of AC and DC Brushes\*  
Perform Non-Contact Temp. Measurement\*

## Transfer Switch Checks:

Visual Inspection of Condition\*\*  
Vacuum Debris\*\*  
Check Lights\*\*  
Perform Transfer Test\*  
Perform Non-Contact Temp. Measurement\*\*

## General Checks:

Check for Unusual Conditions\*\*  
Visually Check the Annunciator\*\*  
Run Generator under Test\*\*  
Record all Readings\*\*  
Verify Control Panel is in Automatic Mode\*\*  
Verify all Breakers are Reset\*\*  
Notify Customer of Additional Service Work Needed\*\*



11910 Carrier Court  
 Louisville, KY. 40299  
 502-267-0474 Fax # 502-267-9166  
 Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

the generator people...  
 Tuesday-May-19-2009

**Jefferson Co. Metro Gov.**  
 611 West Jefferson Street  
 Louisville Ky. 40202

Quotation # :	dk05-19-09A
Serial # :	ONAN 100KW
Location :	Health Dept/ Main Branch

Phone # 502-574-7378 Fax # 502-574-5924  
 attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- Option A: One Annual Service (1 Major)  \$380.00
- Option B: One Annual (1 Major) and One Semi-Annual (1 Minor)  \$560.00
- Option C: One Annual (1 Major) and 3 Quarterly (3 Minors)  \$920.00

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

One (1) Resistive Load Bank Test  Load Bank Hours \$660.00 Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

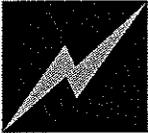
**Nixon Power Services Company**

Accepted Date \_\_\_/\_\_\_/\_\_\_

By: *[Signature]*  
 Product Service Sales Representative  
 502-797-5436 cell  
 502-267-4376 fax

By: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 PO #: \_\_\_\_\_

# NIXON



**Power Services Company**

the generator people...  
Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	<b>dk05-19-09B</b>
Serial # :	Cat 600KW SR-4
Location :	810 Barrett Ave.

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- |   |       |   |
|---|-------|---|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | <input type="text" value="\$760.00"/>   |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | <input type="text" value="\$1,000.00"/> |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | <input type="text" value="\$1,480.00"/> |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**  Load Bank Hours  Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

**Nixon Power Services Company**

By: *Don Kinn*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date \_\_\_/\_\_\_/\_\_\_  
By: \_\_\_\_\_  
Phone: \_\_\_\_\_  
PO #: \_\_\_\_\_



the generator people...  
Tuesday-May-19-2009

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

Quotation # :	dk05-19-09C
Serial # :	Kohler 20KW
Location :	531 Court Place

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- Option A: One Annual Service (1 Major)  \$165.00
- Option B: One Annual (1 Major) and One Semi-Annual (1 Minor)  \$285.00
- Option C: One Annual (1 Major) and 3 Quarterly (3 Minors)  \$525.00

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

One (1) Resistive Load Bank Test  Load Bank Hours \$420.00 Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

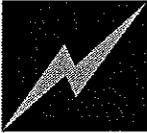
**Nixon Power Services Company**

Accepted Date \_\_\_/\_\_\_/\_\_\_

By: Don Kiser  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

# NIXON



**Power Services Company**

the generator people...  
Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-09D
Serial # :	Cat 800KW
Location :	517 Court Place

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

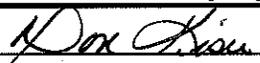
- |   |       |            |
|---|-------|------------|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | \$760.00   |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | \$1,000.00 |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | \$1,480.00 |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**  Load Bank Hours  Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

**Nixon Power Services Company**

By:   
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date \_\_\_/\_\_\_/\_\_\_  
By: \_\_\_\_\_  
Phone: \_\_\_\_\_  
PO #: \_\_\_\_\_



11910 Carrier Court  
 Louisville, KY. 40299  
 502-267-0474 Fax # 502-267-9166  
 Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

the generator people...  
 Tuesday-May-19-2009

**Jefferson Co. Metro Gov.**  
 611 West Jefferson Street  
 Louisville Ky. 40202

Quotation # :	dk05-19-09E
Serial # :	Cat 200KW
Location :	601 Jefferson City Hall

Phone # 502-574-7378 Fax # 502-574-5924  
 attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- Option A: One Annual Service (1 Major)  \$415.00
- Option B: One Annual (1 Major) and One Semi-Annual (1 Minor)  \$575.00
- Option C: One Annual (1 Major) and 3 Quarterly (3 Minors)  \$895.00

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

One (1) Resistive Load Bank Test  Load Bank Hours \$660.00 Initial to accept \_\_\_\_\_

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**Nixon Power Services Company**

Accepted Date   /  /  

By: Don Kiser  
 Product Service Sales Representative  
 502-797-5436 cell  
 502-267-4376 fax

By: \_\_\_\_\_  
 Phone \_\_\_\_\_  
 PO # : \_\_\_\_\_



the generator people...  
Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-09F
Serial # :	Cat 30KW
Location :	633 W. Jefferson/ boiler

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- Option A: One Annual Service (1 Major)
- Option B: One Annual (1 Major) and One Semi-Annual (1 Minor)
- Option C: One Annual (1 Major) and 3 Quarterly (3 Minors)

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

One (1) Resistive Load Bank Test  Load Bank Hours  Initial to accept \_\_\_\_\_

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**Nixon Power Services Company**

By: Don Goins  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date \_\_\_/\_\_\_/\_\_\_  
By: \_\_\_\_\_  
Phone: \_\_\_\_\_  
PO #: \_\_\_\_\_



the generator people...  
Tuesday-May-19-2009

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

Quotation # :	dk05-19-09G
Serial # :	Cummins 600KW
Location :	633 W. Jefferson/LMPD

Phone # 502-574-7378  
attention: Mr. Cecil Goins

Fax # 502-574-5924

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. **Please, review the attached Preventive Maintenance Schedule**

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will be presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- |   |                          |   |
|---|--------------------------|---|
| <b>Option A:</b> One Annual Service (1 Major)                       | X                        | <input type="text" value="\$760.00"/>   |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | <input type="checkbox"/> | <input type="text" value="\$1,000.00"/> |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | <input type="checkbox"/> | <input type="text" value="\$1,480.00"/> |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**  Load Bank Hours  Initial to accept \_\_\_\_\_

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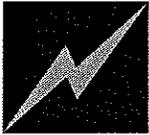
**Nixon Power Services Company**

By: *Don Nixon*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /  

By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

# NIXON



**Power Services Company**

the generator people...  
Tuesday-May-19-2009

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

Quotation # :	dk05-19-09H
Serial # :	cat 1250KW
Location :	700 W. Jefferson

Phone # 502-574-7378  
attention: Mr. Cecil Goins

Fax # 502-574-5924

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- |   |       |            |
|---|-------|------------|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | \$1,410.00 |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | \$1,725.00 |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | \$2,355.00 |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**    4.00 Load Bank Hours    \$1,970.00 \_\_\_\_\_ Initial to accept

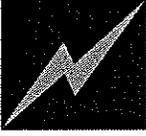
These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

**Nixon Power Services Company**

By: *Cecil Goins*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /    
By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

# NIXON



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Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-091
Serial # :	Cat 600KW
Location :	431 S. 5th Street

Phone # 502-574-7378  
attention: Mr. Cecil Goins

Fax # 502-574-5924

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- |   |       |            |
|---|-------|------------|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | \$760.00   |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | \$1,000.00 |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | \$1,480.00 |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test** 4.00 Load Bank Hours \$1,320.00 Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

**Nixon Power Services Company**

By: Don Kiser  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /    
By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_



the generator people...  
Tuesday-May-19-2009

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

Quotation # :	dk05-19-09J
Serial # :	Cummins 2200KW
Location :	431 S. 5th St. MetroSafe

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- Option A: One Annual Service (1 Major)  \$2,360.00
- Option B: One Annual (1 Major) and One Semi-Annual (1 Minor)  \$2,900.00
- Option C: One Annual (1 Major) and 3 Quarterly (3 Minors)  \$3,980.00

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

One (1) Resistive Load Bank Test  Load Bank Hours \$3,580.00 Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

**Nixon Power Services Company**

By: *Don Goins*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /    
By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

# NIXON



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the generator people...  
Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-09K
Serial # :	Onan 400KW
Location :	600 W. Jefferson Hall Justice

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

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**Please, Select Desired Option: (Only one may be selected)**

- |   |       |            |
|---|-------|------------|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | \$650.00   |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | \$930.00   |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | \$1,490.00 |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test** 4.00 Load Bank Hours \$1,280.00 Initial to accept \_\_\_\_\_

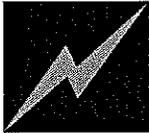
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**Nixon Power Services Company**

By: *Don Hiser*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /    
By: \_\_\_\_\_  
Phone: \_\_\_\_\_  
PO #: \_\_\_\_\_

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**Power Services Company**

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Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-09L
Serial # :	Onan 400KW
Location :	600 S. Preston St.

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

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**Please, Select Desired Option: (Only one may be selected)**

- |   |       |   |
|---|-------|---|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | <input type="text" value="\$650.00"/>   |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | <input type="text" value="\$930.00"/>   |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | <input type="text" value="\$1,490.00"/> |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**  Load Bank Hours  \_\_\_\_\_ Initial to accept

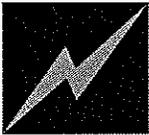
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**Nixon Power Services Company**

By: *Don Kiser*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /    
By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

# NIXON



**Power Services Company**

the generator people...  
Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-09M
Serial # :	Kohler 70KW
Location :	720 W. Jefferson

Phone # 502-574-7378  
attention: Mr. Cecil Goins

Fax # 502-574-5924

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**Please, Select Desired Option: (Only one may be selected)**

- |   |       |                                       |
|---|-------|---------------------------------------|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | <input type="text" value="\$380.00"/> |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | <input type="text" value="\$560.00"/> |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | <input type="text" value="\$920.00"/> |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**  Load Bank Hours  Initial to accept \_\_\_\_\_

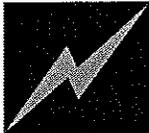
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**Nixon Power Services Company**

By: *Don Kiser*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /    
By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

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the generator people...  
Tuesday-May-19-2009

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

Quotation # :	dk05-19-09N
Serial # :	cat. 50KW
Location :	720 W. Jefferson Street

Phone # 502-574-7378  
attention: Mr. Cecil Goins

Fax # 502-574-5924

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**Please, Select Desired Option: (Only one may be selected)**

- Option A:** One Annual Service (1 Major)  \$380.00
- Option B:** One Annual (1 Major) and One Semi-Annual (1 Minor)  \$560.00
- Option C:** One Annual (1 Major) and 3 Quarterly (3 Minors)  \$920.00

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**  Load Bank Hours \$640.00 Initial to accept \_\_\_\_\_

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**Nixon Power Services Company**

By: *Don Nixon*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /  

By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_



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Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-090
Serial # :	Cat. 250KW
Location :	2911 Taylor Blvd.

Phone # 502-574-7378  
attention: Mr. Cecil Goins

Fax # 502-574-5924

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**Please, Select Desired Option: (Only one may be selected)**

- Option A:** One Annual Service (1 Major)
- Option B:** One Annual (1 Major) and One Semi-Annual (1 Minor)
- Option C:** One Annual (1 Major) and 3 Quarterly (3 Minors)

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**  Load Bank Hours  Initial to accept \_\_\_\_\_

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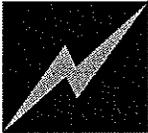
**Nixon Power Services Company**

By: *Cecil Goins*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /  

By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

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Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-09P
Serial # :	Kohler 125KW
Location :	2500 Griffiths Ave.

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

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**Please, Select Desired Option: (Only one may be selected)**

- |   |       |          |
|---|-------|----------|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | \$380.00 |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | \$560.00 |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | \$920.00 |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test** 4.00 Load Bank Hours \$660.00 Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

**Nixon Power Services Company**

By: Don Kiser  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /    
By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_



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Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-09Q
Serial # :	Generac 250KW
Location :	300 N. Spring Street

Phone # 502-574-7378  
attention: Mr. Cecil Goins

Fax # 502-574-5924

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**Please, Select Desired Option: (Only one may be selected)**

- Option A:** One Annual Service (1 Major)  \$475.00
- Option B:** One Annual (1 Major) and One Semi-Annual (1 Minor)  \$675.00
- Option C:** One Annual (1 Major) and 3 Quarterly (3 Minors)  \$1,075.00

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test** 4.00 Load Bank Hours \$980.00 Initial to accept \_\_\_\_\_

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**Nixon Power Services Company**

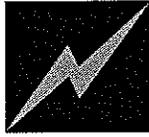
By: *Cecil Goins*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date   /  /  

By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

# NIXON

Power Services Company



the generator people...  
Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	dk05-19-09R
Serial # :	Cummins 250KW
Location :	768 Barret Building

Phone # 502-574-7378  
attention: Mr. Cecil Goins

Fax # 502-574-5924

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- Option A:** One Annual Service (1 Major)  \$475.00
- Option B:** One Annual (1 Major) and One Semi-Annual (1 Minor)  \$675.00
- Option C:** One Annual (1 Major) and 3 Quarterly (3 Minors)  \$1,075.00

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test** 4.00 Load Bank Hours \$980.00 Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

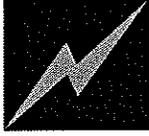
**Nixon Power Services Company**

By: *Don Kiser*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

Accepted Date  / /

By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_

# NIXON



**Power Services Company**

the generator people...  
Tuesday-May-19-2009

11910 Carrier Court  
Louisville, KY. 40299  
502-267-0474 Fax # 502-267-9166  
Toll free 800-596-4966  
[www.nixonpower.com](http://www.nixonpower.com)

**Jefferson Co. Metro Gov.**  
611 West Jefferson Street  
Louisville Ky. 40202

Quotation # :	<b>dk05-19-09S</b>
Serial # :	Cat 200KW
Location :	768 Barret Building

Phone # 502-574-7378 Fax # 502-574-5924  
attention: Mr. Cecil Goins

Nixon Power is pleased to offer this proposal for providing professional and expert service of your emergency power system. Below is an outline of service options available with our PowerPlan program. Please, review the attached Preventive Maintenance Schedule

The PowerPlan program provides you with the highest quality of service in the industry. Following each visit by a technician, you will presented with a copy of a service report. This report documents our findings, recommendations, test, and service results. In the event additional repairs are discovered while performing our PM service, the onsite technician will make necessary repairs on a time and material basis. However, the additional repairs must first be authorized by the customer.

**Please, Select Desired Option: (Only one may be selected)**

- |   |       |                                       |
|---|-------|---------------------------------------|
| <b>Option A:</b> One Annual Service (1 Major)                       | X     | <input type="text" value="\$415.00"/> |
| <b>Option B:</b> One Annual (1 Major) and One Semi-Annual (1 Minor) | _____ | <input type="text" value="\$575.00"/> |
| <b>Option C:</b> One Annual (1 Major) and 3 Quarterly (3 Minors)    | _____ | <input type="text" value="\$895.00"/> |

In addition to the above options, a ( ) hour Load Resistive Load Bank Test is available. This test is recommended for critical and life safety applications that fall under NFPA 110 guidelines. For a further explanation of the resistive load test, see the attached Load Bank description. If a Load Bank Test is performed, Nixon can provide refueling service at an additional charge.

**One (1) Resistive Load Bank Test**  Load Bank Hours  Initial to accept \_\_\_\_\_

These prices do not include sales tax and are based on work performed during normal business hours. The agreement is to be in force for one year from date of acceptance and may be renewed either verbally or in writing, on a year-by-year basis, upon agreement of both parties. All prices quoted are for services listed only, additional repairs/emergency service calls are billed on a time and material basis. Owner may cancel this agreement at anytime during its term, upon 30 days written notice, and be billed for the services performed.

**Nixon Power Services Company**

Accepted Date   /  /  

By: *[Signature]*  
Product Service Sales Representative  
502-797-5436 cell  
502-267-4376 fax

By: \_\_\_\_\_  
Phone \_\_\_\_\_  
PO # : \_\_\_\_\_