

Decorative Street Light Bid

Bid # 2007

Louisville, KY

Accuserv Lighting

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A performance bond will be supplied if required, please advise.



Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid Number: 2007

Revision:	0
Date:	10-FEB-10

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.

<p>Mark envelope with Bid Number, Reply By Date and Address to:</p> <p>Metro Purchasing Department 611 West Jefferson Street Mezzanine Level Louisville, KY 40202</p>
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Reply By: 24-FEB-10

#	Description
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- | | |
|---|---|
| 1 | A price contract for a portion of Louisville Metro Government's need for the Decorative Street Lighting Stimulus Project for a period of twelve (12) months, per the attached specifications. |
|---|---|

No Pre-Bid.

<p>DELIVERY TIME: _____ (# of days A.R.O.)</p>

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.

FIRM NAME:	ACCUSERV LIGHTING & EQUIPMENT
OFFICIAL'S SIGNATURE:	<i>[Signature]</i>
ADDRESS:	3865 PRODUCE RD #208 LOUISVILLE, KY 40218
PHONE:	502-961-0096
DATE:	502-961-0357

UNSIGNED BIDS WILL NOT BE CONSIDERED



Invitation To Bid

Bid#: 2007

Louisville/Jefferson Co Metro Government

Standard Text

The 'approximate yearly usage' is supplied only to aid vendors in preparation of bids and under no circumstances is binding upon Louisville/Jefferson County Metro Government to purchase this amount.

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) and one copy (1) on CD-ROM or similar electronic media. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

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

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act, should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

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.



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Bid#: 2007

Louisville/Jefferson Co Metro Government

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.

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.

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 502-961-0357.

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 order.

) 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

.. 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 representing 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

hereafter 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

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

ACCUSERV LIGHTING & EQUIPMENT
Company Name

Craig A. Bowen /yb
Director of Purchasing

Contract Term:
Effective: 4/19/10
Expires: 4/18/11

Items Covered:
All: Bid 2007
See Attached: ✓

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

Bidder agrees to pay all subcontractors, including but not limited to, all MFHBE and DBE vendors promptly.

Bidder's DUNS Number [REDACTED]

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

The Metro Government and Bidder shall comply with *Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. § 701) and the *Kentucky Equal Employment Act 1978* (K.R.S. § 45.550 to 45.640) and the *Americans with Disabilities Act* (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RF. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK BIDDERS WILL SUBMIT

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.



Louisville
HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBES"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBES of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBES;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBES that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBES for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBES meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)
FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)
FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS FAILING TO MEET THE MFHBE GOALS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 by Bidders who did not meet the MFHBE goals on GFE-1 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder who did not meet the MFHBE goals (as presented on GFE-1) shall submit Form GFE-2 with one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)
FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502-574-4332 TDD



Louisville Jefferson County
Metro Government

Public Works & Assets Department

BID #2007

Decorative Street Lighting Stimulus Project

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SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **Decorative Street Lighting Stimulus Project**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing, until 3:00 PM on February 24, 2010, 611 West Jefferson Street - Mezzanine Level, Louisville, Kentucky 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3:00 PM deadline on Wednesday, February 24, 2010, will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Christy Dooley
Public Works & Assets Department
502-574-5924 (Fax)
Christy.Dooley@louisvilleky.gov

Any information provided in 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 CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or by 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 Bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the Bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This CSB document including all terms, conditions and specifications contained herein shall become the Contract if Metro Government awards the Bid to the Bidder hereunder. The Bidder agrees that a resulting Contract is the complete and exclusive statement of the Agreement between the parties, which supersedes all prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. 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. The only terms and conditions acceptable to Metro Government are as outlined in this CBS. Bids containing Additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or Sales Agreements, supplied by the Bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, 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 Metro Government or its agents and shall be cause for termination of the Contract by Metro Government.

As allowed by 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 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in Section 1.0. The Bid Opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its Bid. Bidders shall be responsible for the actual delivery of Bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the Bid was mailed in time to be received before the scheduled closing time for receipt of Bids.

SECTION II

GENERAL PROVISIONS

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

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 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 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 CSB may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the Bid, and such addenda shall be made a part of this CSB. Before submitting a Bid, it is incumbent upon each Bidder 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 the Bid.
- 2.4 Bid Reservation: Metro Government reserves the right to reject any or all Bids, to award in whole or part, and to waive minor immaterial defects in Bids. Metro Government may consider any alternate Bid that meets its basic needs.
- 2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of Bids.
- 2.6 Changed/Alterations: Bidder may change or withdraw a Bid at any time prior to bid opening. However, no oral modifications or corrections of a previously submitted Bid which is addressed in the same manner as the Bid, and received by Metro Government prior to the scheduled closing time for receipt of Bids, will be accepted. The Bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "Modifications of Bid".
- 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 Bidder.
- 2.8 Bribery Cause: By his/her signature on the Bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of Metro Government.
- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's Bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the Bid.
- 2.10 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, 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 Bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and

made part of this Bid. By acceptance of a Contract under this CSB, Bidder states that it understands the meaning, intent and requirements of the CSB and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.12 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to Metro Government, Metro Government may cancel this Contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to Metro Government, and 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 with 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' Lien 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, Metro Government may terminate this Contract at will in accordance with the law upon providing thirty (30) days written notice of the intent. Payment for services or goods received prior to termination shall be made by Metro Government provided those goods or services were provided in a manner acceptable to Metro Government. Payment for those goods and services shall not be unreasonably withheld.

2.13 Assignment of Contract: The Bidder 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, not 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 Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder 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 Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All Bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 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: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any Court, governmental body or agency or other tribunal or authority which would, if adversely determined have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this 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, 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 that apply to the Contractor or Subcontractor for the duration of the Contract.

SECTION III

REQUIRED FEDERAL TERMS

Per 10 CFR 600.236:

1. Contractor agrees to provide the Purchaser, the United States Department of Energy Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Energy, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
4. Clean Water –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Energy and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Energy.
5. Clean Air –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Energy and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
6. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
7. **Copyrights** –
 - a. The United States Department of Energy reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

8. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:
- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Energy is ultimately notified.
 - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Energy, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Energy.
9. The Contractor agrees that the reporting requirements contained in 10 CFR 600.240 and 600.241 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
10. This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The United States Department of Energy. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the United State Department of Energy, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION IV

STANDARD TERMS AND CONDITIONS FOR CONTRACTS AND GRANTS USING ARRA FUNDS

Revised August 14, 2009

PREAMBLE

To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.

For the purposes of applying these terms and conditions, the following definitions apply:

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A "vendor" is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.

The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government, the Commonwealth of Kentucky and the Louisville/Jefferson County Metro Government ("Metro Government"). Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

CONFLICTING REQUIREMENTS

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky and Metro Government requirements, the ARRA requirements shall control.

FALSE CLAIMS ACT

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Metro Government may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Metro Government under all applicable state and federal laws.

INSPECTION OF RECORDS

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

PROHIBITION ON USE OF ARRA FUNDS

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

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REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Metro Government with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
 - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Metro Government or required by state, local or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

SEGREGATION OF FUNDS

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

**STANDARD TERMS AND CONDITIONS FOR
CONTRACTS AND GRANTS USING ARRA FUNDS**

Revised August 14, 2009

SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

WAGE REQUIREMENTS (IF APPLICABLE)

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky, and therefore in Metro Louisville as well, are located at: <http://www.gpo.gov/davisbacon/ky.html>

WHISTLEBLOWER PROTECTION

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Metro Government, and all contractors and grantees of the Metro Government, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

SECTION V

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Supplier 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 Supplier's (or Supplier'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 commencing work, Supplier 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.). **The Supplier must submit a Certificate of Insurance evidencing coverage required below with their bid, prior to being awarded a contract 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**

Without limiting Supplier's indemnification requirements, it is agreed that Supplier shall maintain in force at all times during the performance of this agreement the following policy of insurance covering its product and operations.

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 for Bodily Injury, Personal Injury and Property Damage, and \$2,000,000 aggregate including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations Coverage
 - c. Contractual Liability

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 Supplier 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 upon 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.
- B. Certificates of Insurance as required above shall be furnished, with your bid no later than five (5) days after award of bid by the Purchasing Division to the following:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The supplier agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the supplier 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 Supplier 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 Supplier.

SECTION VI

**GENERAL SPECIFICATIONS
DECORATIVE STREET LIGHTING STIMULUS PROJECT**

Louisville Metro Government is soliciting bids from qualified vendors to furnish pricing for decorative streetlights. The Contract will be for variable quantities that range from zero (0) to two-hundred (200) per year of any of the bid items defined with this Contract.

Successful Bidders will be required to furnish the materials specified by the Delivery Order within the time frames as specified below:

ITEM DESCRIPTION	MAXIMUM ALLOWABLE DELIVERY TIME (WEEKS)
HADCO Streetlights	(8) weeks
HADCO Street Parts	(4) weeks

All poles shall be furnished with anchor bolts, fasteners, top and anchor bolt covers and other material to form a complete pole assembly ready for installation. All material and assemblies shall be subject to review by the Louisville Traffic Operation Staff.

Louisville Metro Government reserves the right to order any quantity of the specified bid items from zero (0) to two hundred (200) within the twelve (12) month period of this Contract. All prices shall include delivery, applicable taxes and insurance. All poles and material shall be provided with mounting bolt patterns and specification compliance certification. Drawings shall be provided that fully describe the pole, its materials and the fabrication details for each bid item. The Manufacturers Certification shall document that the bid items provided meet the requirements of the specification and are identical to that described within the drawings provided for each bid item.

Delivery shall be to:

Louisville Metro Government
Department of Public Works, Electrical Maintenance
636 E. Gray Street
Louisville, KY 40202

All deliveries shall be FOB prepaid destination.

Decorative Streetlights and Miscellaneous Parts and Materials

HADCO Streetlights
HADCO Streetlight Parts

Louisville Metro Government will receive bids for providing all materials, labor, transportation, insurance, testing and documentation required for furnishing decorative traffic signal poles, streetlights and miscellaneous material as described in these Technical Specifications. Bid prices shall be good for one year after award of Bid.

Single unit prices will be used in determining the total amount of the bid within the quantity ranges as indicated in the technical specifications. Metro Government shall have the right to order, at the unit price for each bid item, with the respective pricing, any quantity, during a twelve (12) month period. Prices for any bid items shall not be contingent upon the purchase of any other bid item included within this bid.

Time being of the essence the Bidder shall make best effort to deliver the materials within the delivery times shown above upon receipt of the delivery order for any item or group of items embraced within this Bid.

The following is a list of Manufacturers for the materials supplied upon which this Proposal is based. It is understood that the Manufacturers listed will actually be used in providing the materials and that no changes will be made in this list without the written approval of Louisville Metro's Project Manager.

HADCO Streetlights _____
HADCO Streetlight Parts _____

This project consists of furnishing all labor, materials, equipment, insurance and transportation necessary for the Manufacturer, assembly, testing and delivery of the traffic signal equipment procurement project titled Streetlights and Miscellaneous Materials.

All materials shall be new and of good quality. All workmen fabricating products described within the Technical Specifications shall be skilled in their trades and all workmanship shall be of good quality. The Bidder guarantees the products or work to be free of defective materials or workmanship for a period of at least one (1) year from the date of Final Certification of payment is approved by Louisville Metro Government.

Where the Technical Specifications refer to specific products of one (1) or more Manufacturers or Vendors, such references designate the specific items comprising the Base Bid, and the Base Bid must be based on these specific products, however they are not intended to restrict competitive bidding. Substitutions for materials specified by name may be offered as a voluntary alternate. Louisville Metro's Project Manager shall decide if equivalent materials are acceptable. Whenever the word "APPROVED" is used in these Technical Specifications, it shall be interpreted as meaning approved specifically by Louisville Metro's Project Manager.

All streetlights shall meet the requirements of the most recent edition of the American Association of State Highway and Transportation Official (AASHTO). "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals."

The Bidder and each of its Subcontractors shall be responsible for the proper care and protection of all their materials until delivery of same is accepted by Louisville Metro Government. The Bidder shall be responsible for loss or damage for any reason whatsoever until delivery is accepted by any authorized representative of Louisville Metro Government. The Bidders responsibilities shall include the replacement of lost or damaged material to Louisville Metro Government delivery point within time allowed for delivery as defined in the Contract schedule.

Quality of Materials and Equipment

The specifications require that the materials and equipment furnished under this Agreement be of high quality, manufactured and supported by reputable and qualified vendors. Where materials and/or equipment are designated in the Technical Specifications by mention of the Manufacturer's name, make, brand or model, it shall be considered as indicating a standard of quality, style, grade and type. The Bidder's proposal shall include as a Base Bid, unless specifically exempted, materials and equipment so specified. If the Bidder's proposal is accepted, it shall be the obligation of the Bidder to furnish such materials and equipment unless substitutions are allowed by the acceptance of a voluntary alternate.

For this specific Bid, catalog cuts and complete description material must be submitted with the Bid. The submission shall consist of catalog cuts or other descriptive literature that includes the following:

Physical description of all poles, mast arms and pedestal assemblies, including mounting hardware and bolts, identified by Manufacturer's part number.

Technical description of all fabricated poles, mast arms, pedestals, mounting hardware and bolts. (Loading, yield strength, handling precautions and installation methods.)

Bill of materials and fabrication methods used to fabricate the poles, mast arms and pedestals, including the mounting hardware and bolts.

The material shall be included in a bound GBS or ACCO binder labeled CATALOG CUTS, Descriptive Streetlights and Miscellaneous Materials Contract.

Bid Schedule – Decorative Streetlights and Miscellaneous Materials

ITEM NO.	DESCRIPTION	Unit Prices per Quantities		
		1 to 25	26-50	51-200
1A	"Main Street" Double Headed, Standard Blk w/85W QL, w/ 2 Banner Arms and Mounting Brackets C1476A/CA1476G/CA1476A	<u>3,514.70</u>	<u>3,452.79</u>	<u>3,367.80</u>
1B	16'4" Straight Smooth Aluminum Pole Black w/GFI 120V Outlet Less Ball Cap Photo Cell, Anchor Bolts & Template included CP1476B	<u>1,045.70</u>	<u>1,035.10</u>	<u>1,005.07</u>
1C	Transition Plate for 1A to allow use of existing street light anchor bolts	<u>300.00</u>	<u>300.00</u>	<u>300.00</u>
2A	"Louisville Arena" Contemporary Cone Roof w/Cage and Reflector, Standard Blk w/165WQL, C-51-M-K-K-N-2-A-T-N-R-165R-120V	<u>1,401.00</u>	<u>1,382.50</u>	<u>1,368.50</u>
2B	14'4" Straight Smooth Aluminum Pole Black w/Base, anchor bolts and template included. CP5464	<u>1,002.10</u>	<u>985.80</u>	<u>964.20</u>
2C	Transition Plate for 2A to allow use of existing street light anchor bolts	<u>300.00</u>	<u>300.00</u>	<u>300.00</u>
3A	"City of Louisville" Standard, 165W QL 3 fixtures to be post mounted/H&B, S5806F	<u>1,088.37</u>	<u>1,074.10</u>	<u>1,062.90</u>
3B	14'5" Straight Flat Fluted Pole w/3" Tenon w/Anchor Bolts and Template Included	<u>1,101.20</u>	<u>1,090.30</u>	<u>1,072.15</u>
3C	Transition Plate for 3A to allow use of existing street light anchor bolts	<u>300.00</u>	<u>300.00</u>	<u>300.00</u>

SEE SPECIFICATION DRAWINGS IN THE BACK OF THIS DOCUMENT

SUBMITTAL OF PROPOSAL

A. GENERAL

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.

B. SUBMITTAL DEADLINE

Respondents shall submit one original copy and one downloaded to CD (if possible) of their "Proposal" to the Louisville and Jefferson County Purchasing Department no later than 3:00 p.m., February 18, 2010. The Proposal should follow the schedule, format and instructions indicated herein.

C. SUBMITTAL FORMAT

Submittals shall be in a bound 8 1/2 x 11 inch format and organized as follows:

1. Cover shall include: Decorative Street Light Bid, Vendor Name.
2. Index
3. Bid Bond
4. Invitation to Bid- The forms provided in this document shall be submitted.
5. Workscope - Descriptions, Drawings, and/or Submittals conveying the proposer's product and approach to meeting the owner's minimum requirements
6. Schedule - Provide the timeline from order to delivery
7. Cost Breakdown - Proposal Form
8. **MANUFACTURED IN THE UNITED STATES CERTIFICATION** - All lights and associated parts to complete this project must have been manufactured in the United States. Certification must be provided by the manufacturer to be included with this bid
9. **ENERGY SAVINGS SPECIFICATIONS** - Specifications and details of Energy Savings and performance of the lamp is to be provided by the Manufacturer

SECTION VII

BID FORM and EVALUATION CRITERIA

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

Price 100%

Single unit prices will be used in determining the total amount of the bid within the quantity ranges as indicated in the technical specifications. Metro Government shall have the right to order, at the unit price for each bid item, with the respective pricing, any quantity, during a twelve (12) month period. Prices for any bid items shall not be contingent upon the purchase of any other bid item included within this bid.

Proposals will be reviewed by a committee consisting of representatives from Louisville Metro Traffic Operations, Louisville Metro Purchasing Department and the Public Works & Assets Department

**COMPETITIVE SEALED BID
SUBMITTED BY:**

By signing below you are agreeing to all Louisville/Jefferson County Metro Government Terms and Conditions that are a part of this Request of Bid.

INCLUDE THIS PAGE IN YOUR RESPONSE TO THIS BID

Firm: ACCUSERV LIGHTING & EQUIPMENT

By: *Danny Shines*

Title: VP/COO

E-Mail Address: shines@accu-serv.com

Address: 3865 PRODUCE RD #208
LOUISVILLE KY 40218

Telephone: 502-961-0096

Fax: 502-961-0357

Date: _____

Metro Louisville Revenue Commission Number: ██████████

Federal ID Number: ██████████

DUNS Number: ██████████

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

Bidder must be registered as a vendor in the federal Central Contractor Registration (CCR). The online registration is at www.ccr.gov. Is the bidder registered in CCR? Yes No

Non-collusion Statement: By my signature below, I, individually and as an agent for the bidder responding to this Request for Bids, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted bid. I understand that failure to submit this statement as part of the bidding documents shall make this bid nonresponsive and therefore not eligible for award consideration.

Please include a copy of your W-9 with your submitted Bid.

This must be submitted prior to the award of a Contract.

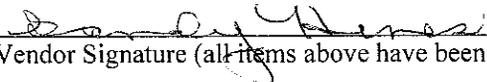
I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any additional addendum (write in numbers): _____


Vendor Signature (all items above have been red and completed)

SECTION VIII
ATTACHMENTS

A. Sample ARRA Monthly Report

B. Specification Drawing of “East Main Street Light”

Specification Drawing of Transition Plate for “East Main Street Light”

C. Specification Drawing of “Louisville Arena Light”

Specification Drawing of Transition Plate for “Louisville Arena Light”

D. Specification Drawing of “City of Louisville Light”

Specification Drawing of Transition Plate for “City of Louisville Light”

A.

ARRA MONTHLY EMPLOYMENT REPORT
 Louisville Metro Government
 Construction Services

SAMPLE

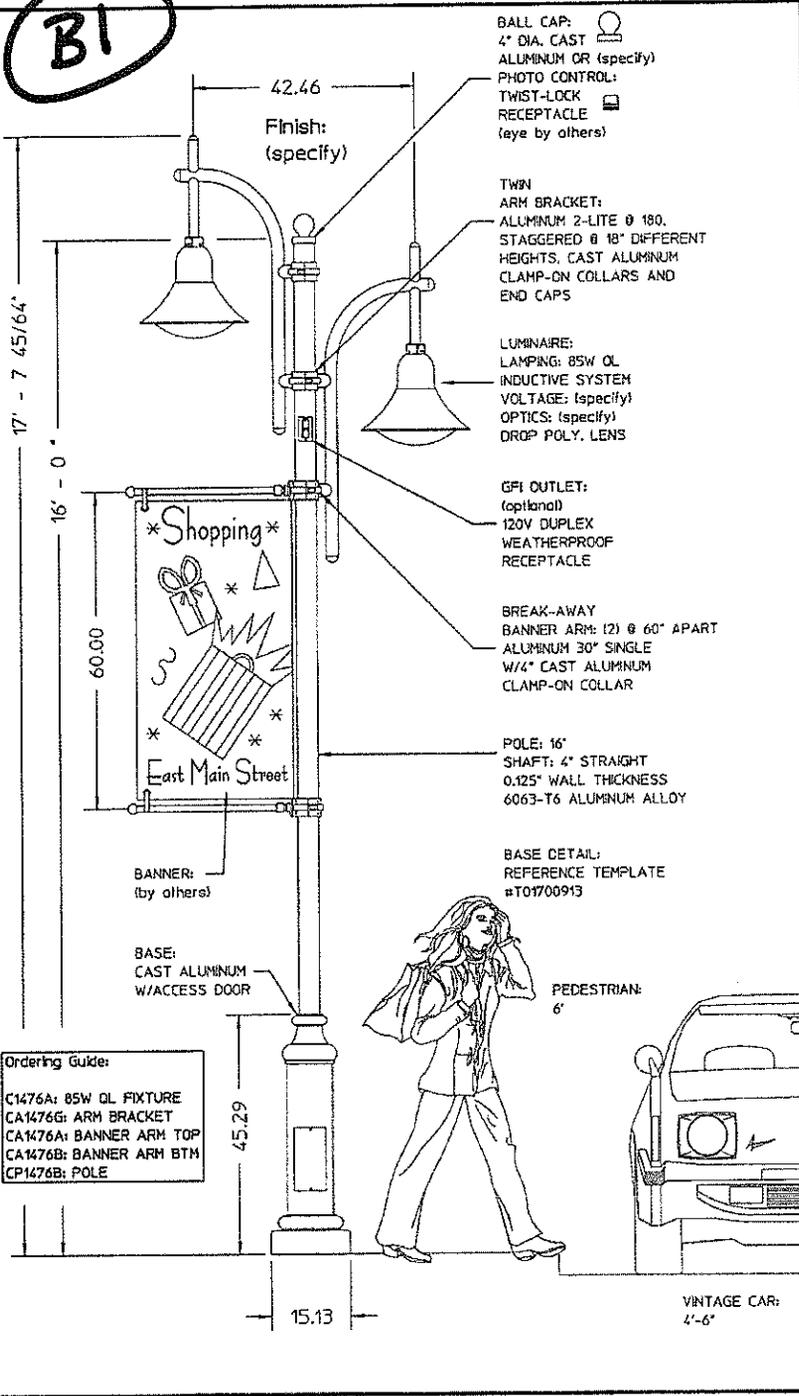
Contractor/Consultant/Agency information				
1. Contractor/Consultant/Agency Name:	ABC Construction			
2. Address:	123 First Street, Louisville, KY. 40202			
3. DUNS Number	000000000000			
4. Name of Preparer:	Joe Sample			
5. Title of Preparer:	Chief Financial Officer			
Project Information				
6. Project Control Number:				000000
7. Federal-Aid Project Number	000000			
8. Contracting Agency:	Louisville Metro Government			
9. Project Location:	100 Louisville Way			
Payroll Information				
10. Payroll Report Month				5/2009
11. Date Prepared:				6/4/2009
DBE Payments				
12 Total DBE Payments Made:				\$12,200.00
Prime Contractor/Consultant/Agency Monthly Employment Data				
	(A) Employees Created/Employees Retained	(B1) Hours Created	(B2) Hours Retained	(C) Payroll
13. Prime/Consultant/Agency Employment:	5/0	200	0	11,875
Subcontractor Monthly Employment Data				
	(A) Employees Created/Employees Retained	(B1) Hours Created	(B2) Hours Retained	(C) Payroll
14. Subcontractor/Subconsultant Name:				
XYZ Excavation Co.	0/3	0	144	3,168
EZ Pavement Marking	0/2	0	40	812
Monthly Grand Totals:	10	200	184	15,855

Narrative of Employee Jobs Created/Retained: ABC Construction retained 5 jobs due to this ARRA funded project. 1 Construction Manager, 1 Concrete Site Superintendent, 1 Demolition Superintendent and 2 laborers were employed.

Coding Instructions

1. **Contractor Name:** The name of the Prime Contractor, Consultant or Agency.
2. **Address:** The address of the Prime Contractor, Consultant or Agency.
3. **DUNS number:** This is your Company or Agency identification number provided by Dun & Bradstreet, Inc. This identification number is required for all Prime Contractors, Consultants and Agencies. Information on acquiring this number for no charge is available here: <http://www.dnb.com/us/>
4. **Name of Preparer:** Indicate the person responsible for preparation of the form. By completing the form the person certifies that they are knowledgeable of the hours worked and employment status for all the employees. Contractors, Consultants, Agencies and their subcontractors and subconsultants are responsible to maintain data to support the employment form and make it available to Louisville Metro Government should they request supporting materials.
5. **Title of Preparer:** Company title of the person responsible for preparation of the form.
6. **Project Control Number (PCN):** The project identification code for each Project. Project Control Numbers are five digit numbers shown next to each Federal-Aid Project number on the Proposal cover page.
7. **Federal Aid Project Number:** The Federal-Aid Project Number shown on the Proposal cover page.
8. **Contracting Agency:** The owner of the Project. The owner of the Project is entity that signs the Contract in the Proposal as the owner.
9. **Project Location:** The location of the project. This information is provided on the Proposal cover sheet.
10. **Payroll Report Month:** The month and year covered by the report, as *mm/yyyy* (e.g. "May 2009" would be coded as "05/2009").
11. **Date Prepared:** The date when the employment report was completed by the Preparer.
12. **Total DBE Payments Made:** Cumulative actual dollars paid to DBE's for labor, materials, equipment, etc., from the start of the project. Include payments to all DBEs, included payments to DBE's on ARRA-funded projects that had no DBE goal or commitment.
13. **Prime Contractor/ Consultant/ Agency Monthly Employment Data:** Report the direct, on-the-project jobs for their workforce during the reporting month. These jobs include employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. Include any engineering personnel, inspectors, sampling and testing technicians employed by the Contractor, Consultant, or Agency performing work directly in support of the ARRA funded project. Do not include material suppliers such as steel, culverts, guardrail, and tool suppliers.
 - a. **Employees:** The number of project employees on the Contractor, Consultant or Agency workforce for the report month.
 - a. **Employee Jobs Created** means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act).
 - b. **Employee Jobs Retained** means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act).
 - b. **Hours:** The total hours on the specified project for all employees reported on the Contractor, Consultant or Agency workforce for the report month.
 - c. **Payroll:** The total dollar amount of gross wages paid by the Contractor to employees on the specified project. Do not include overhead, vacation, benefit or any other indirect payroll cost.
14. **Subcontractor Monthly Employment Data:** The name of each subcontractor or subconsultant that was active on the project for the reporting month. For each subcontractor entry, report the Employees, Hours and Payroll information as defined above for Prime Contractors and Consultants.
15. **Narrative of Employee Jobs Created or Retained:** Provide a brief description of the types of jobs created and a narrative description of the employment impact to your firm.
16. **Timeliness of Reports:** ARRA Monthly Employment Reports are due at the end of the third day of the prior month for which work was performed. For example, January's Monthly Employment Report is due February 3. If the third business day is not a weekday, then the report is due on the next business day.

BI



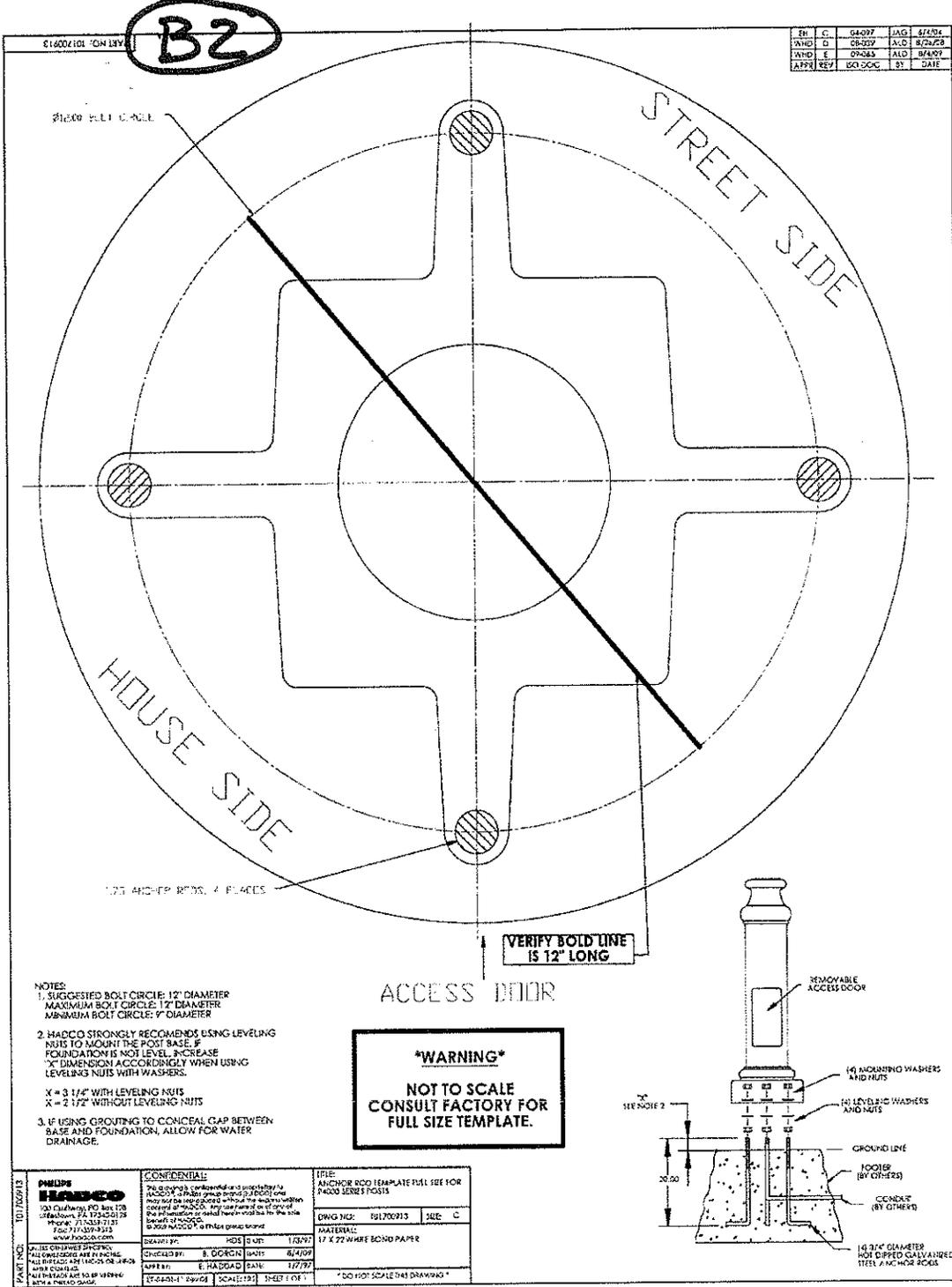
- BALL CAP: 4" DIA. CAST ALUMINUM OR (specify)
- PHOTO CONTROL: TWIST-LOCK RECEPTACLE (eye by others)
- TWIN ARM BRACKET: ALUMINUM 2-LITE @ 180, STAGGERED @ 18" DIFFERENT HEIGHTS, CAST ALUMINUM CLAMP-ON COLLARS AND END CAPS
- LUMINAIRE: LAMPING: 85W QL INDUCTIVE SYSTEM VOLTAGE: (specify) OPTICS: (specify) DROP POLY. LENS
- GFI OUTLET: (optional) 120V DUPLEX WEATHERPROOF RECEPTACLE
- BREAK-AWAY BANNER ARM: (2) @ 60" APART ALUMINUM 30" SINGLE W/4" CAST ALUMINUM CLAMP-ON COLLAR
- POLE: 16" SHAFT: 4" STRAIGHT 0.125" WALL THICKNESS 6063-T6 ALUMINUM ALLOY

Ordering Guide:

C1476A: 85W QL FIXTURE
 CA1476G: ARM BRACKET
 CA1476A: BANNER ARM TOP
 CA1476B: BANNER ARM BTM
 CP1476B: POLE

BASE DETAIL: REFERENCE TEMPLATE #T01700913

PRODUCT APPROVALS	
HADCO	
CUST.	
CONFIDENTIAL: This drawing is confidential and proprietary to the HADCO Division of the Genlyte Group (HADCO), and may not be reproduced without the express written consent of HADCO. Any use hereof or of any of the information or data hereby shall be for the sole benefit of HADCO. ©2004 HADCO	
NOTE: THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING	
<h1>Full Specification</h1> <p>(Complete Assembly)</p> <h1>Drawing</h1>	
HADCO a Genlyte company ISO 9001:2000 Certified "Over 50 Years of Excellence"	
100 Craftway P.O. Box 128 Littlestown, Pennsylvania 17340-0128 Phone 717-359-7131 Fax 717-359-9515 www.hadcolighting.com	
JOB NAME:	
East Main Street	
REP. TERRITORY:	DRAWN BY:
18	TAG
SCALE:	DATE:
1:25	07.05.05
DRAWING NUMBER:	
C1476-DWG05	
REP:	
Genlyte Louisville	
REV: F	PCN: 05-185
BY: TAG	DATE: 08/18/05



EN	CD	DATE	BY	CHKD
		04/07	JAG	8/4/04
		08/07	JAG	8/20/08
		09/05	ALD	8/4/07
		ISO-DWG	BT	DATE

Ø1200 FULL CIRCLE

B2

STREET SIDE

HOUSE SIDE

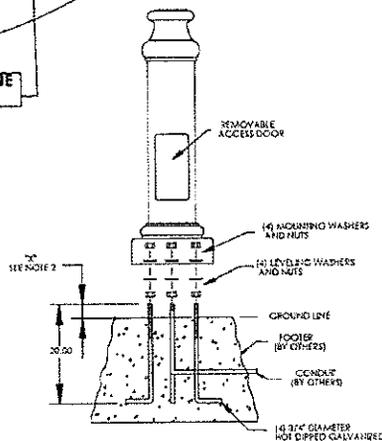
1/2" HIGH-TEP RODS, 4 PLACES

VERIFY BOLD LINE IS 12" LONG

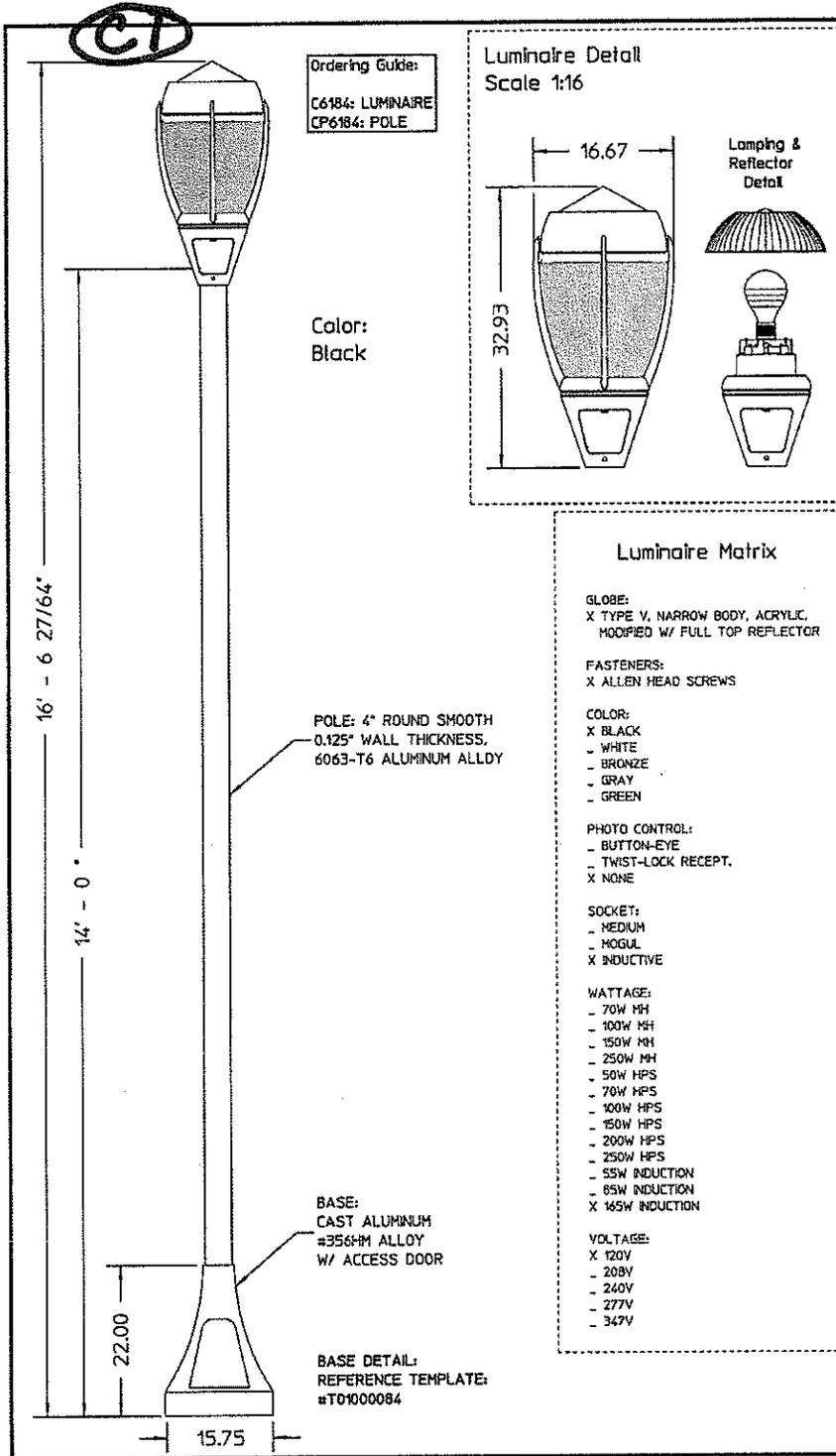
ACCESS DOOR

WARNING
 NOT TO SCALE
 CONSULT FACTORY FOR
 FULL SIZE TEMPLATE.

- NOTES
1. SUGGESTED BOLT CIRCLE: 12" DIAMETER
 MAXIMUM BOLT CIRCLE: 12" DIAMETER
 MINIMUM BOLT CIRCLE: 9" DIAMETER
 2. HADCO STRONGLY RECOMMENDS USING LEVELING NUTS TO MOUNT THE POST BASE. IF FOUNDATION IS NOT LEVEL, INCREASE "X" DIMENSION ACCORDINGLY WHEN USING LEVELING NUTS WITH WASHERS.
 X = 3 1/4" WITH LEVELING NUTS
 X = 2 1/2" WITHOUT LEVELING NUTS
 3. IF USING GROUTING TO CONCEAL GAP BETWEEN BASE AND FOUNDATION, ALLOW FOR WATER DRAINAGE.



PHILIPS HADCO 123 California, P.O. Box 175 Orem, UT 84057-0175 Phone: 714-828-7121 Fax: 714-828-7122 www.hadco.com	CONFIDENTIAL This drawing is confidential and is property of HADCO. It shall remain the property of HADCO and may not be reproduced without the express written consent of HADCO. Any use thereof or its disclosure or sale hereon shall be to the benefit of HADCO. © 2008 HADCO, a Philips group brand	TITLE: ANCHOR ROD TEMPLATE FULL SIZE FOR HADCO SERIES POSTS DWG NO.: 181700913 SIZE: C MATERIAL: 17 X 22 WHITE BOND PAPER
	DESIGNED BY: HDS DATE: 1/3/97 CHECKED BY: B. GORON DATE: 8/4/09 APPROVED BY: E. HADGAD DATE: 7/7/97 TITLE: 181700913 SCALE: 1:1 SHEET 1 OF 1	* DO NOT SCALE THIS DRAWING *



Ordering Guide:
 C6184: LUMINAIRE
 CP6184: POLE

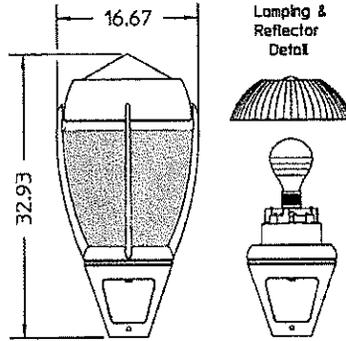
Color:
 Black

POLE: 4" ROUND SMOOTH
 0.125" WALL THICKNESS,
 6063-T6 ALUMINUM ALLOY

BASE:
 CAST ALUMINUM
 #356-HM ALLOY
 W/ ACCESS DOOR

BASE DETAIL:
 REFERENCE TEMPLATE:
 #T0100084

Luminaire Detail
 Scale 1:16

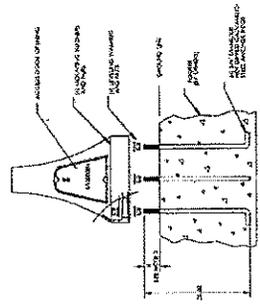


Luminaire Matrix

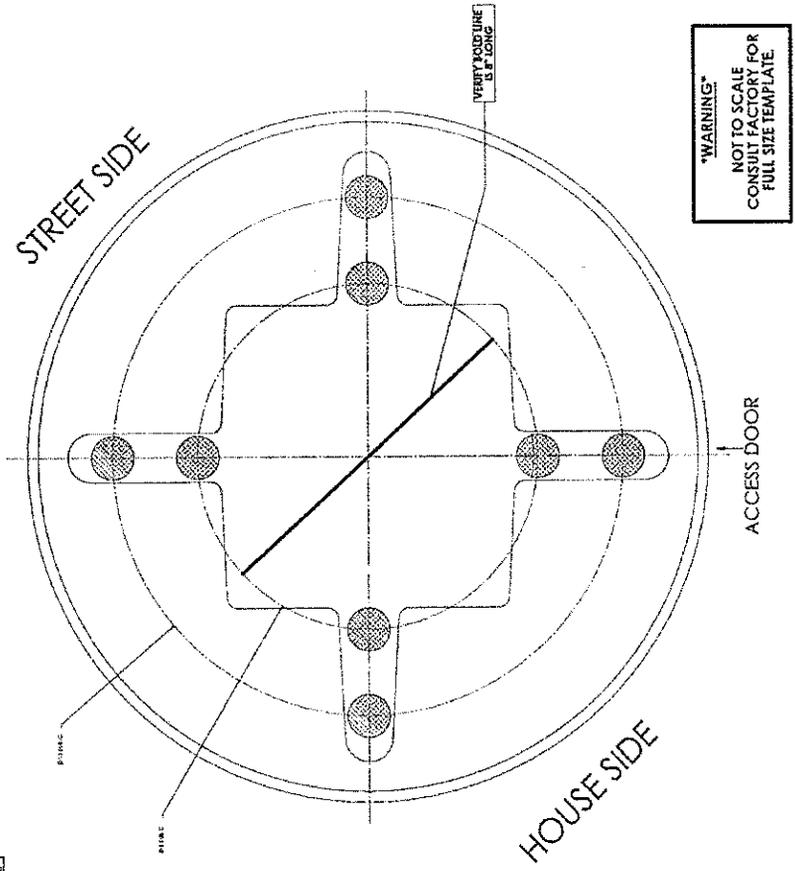
- GLOBE:
 X TYPE V, NARROW BODY, ACRYLIC,
 MODIFIED W/ FULL TOP REFLECTOR
- FASTENERS:
 X ALLEN HEAD SCREWS
- COLOR:
 X BLACK
 - WHITE
 - BRONZE
 - GRAY
 - GREEN
- PHOTO CONTROL:
 - BUTTON-EYE
 - TWIST-LOCK RECEPT.
 X NONE
- SOCKET:
 - MEDIUM
 - MOGUL
 X INDUCTIVE
- WATTAGE:
 - 70W MH
 - 100W MH
 - 150W MH
 - 250W MH
 - 50W HPS
 - 70W HPS
 - 100W HPS
 - 150W HPS
 - 200W HPS
 - 250W HPS
 - 55W INDUCTION
 - 65W INDUCTION
 X 165W INDUCTION
- VOLTAGE:
 X 120V
 - 208V
 - 240V
 - 277V
 - 347V

PRODUCT APPROVALS	
HADCO	JAZ
CUST.	
CONFIDENTIAL: This drawing is confidential and proprietary to Philips Hadco and may not be reproduced without the express written consent of Philips Hadco. Any use hereof or of any of the information or detail herein shall be for the sole benefit of Philips Hadco.	
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<h1>Full Specification</h1> <p>(Complete Assembly)</p> <h1>Drawing</h1>	
PHILIPS HADCO	
100 Craftway P.O. Box 128 Littlestown, Pennsylvania 17340-0128 Phone 717-359-7431 Fax 717-359-9515 www.hadco.com	
JOB NAME: Louisville Arena	
REP. TERRITORY: 18	DRAWN BY: SMK
SCALE: 1:20	DATE: 10/09/09
DRAWING NUMBER: C6184-DWG01	
REP: Lightoller-Louisville	
REV: B	PC#: 09-109
BY: SMK	DATE: 10/09/09

C2



- NOTES:
1. HADCO STRENGTH LABEL FOR MANHOLE TO BE USED FOR ALL MANHOLE INSTALLATIONS. MANHOLE HOLE CIRCLE IS 2" DIAMETER.
 2. HADCO STRENGTH RECOMMENDS USING LEVELING NUTS TO AVOID MUD LOSS AND BASE DIMENSIONS ACCURACIES WHEN USING LEVELING NUT WITH WASHERS.
 3. 2" DIA. HADCO STRENGTH NUTS.
 4. USING GROUTING TO CONCRETE LAPS BETWEEN BASE AND FOUNDATION. ALLOW FOR WATER DRAINAGE.

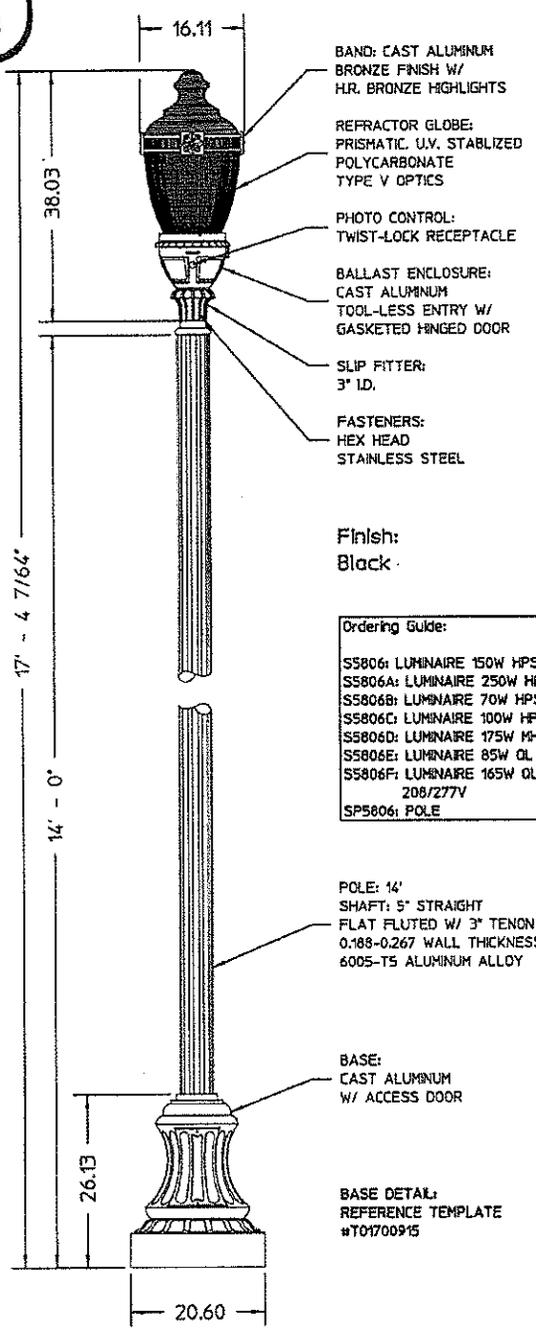


WARNING
 NOT TO SCALE
 CONSULT FACTORY FOR
 FULL SIZE TEMPLATE

DATE	DESCRIPTION

HADCO	
A High-Strength Brand	
CONCRETE MANHOLE	
MANUFACTURED BY	HADCO
ADDRESS	12345 INDUSTRIAL BLVD.
CITY	SPRINGFIELD, MO
STATE	MO
ZIP	65801
PHONE	(417) 555-1234
FAX	(417) 555-5678
TELETYPE	(417) 555-9012
TELEFAX	(417) 555-3456
INTERNET	WWW.HADCO.COM
EMAIL	SALES@HADCO.COM
DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	

DI



- BAND: CAST ALUMINUM BRONZE FINISH W/ HR. BRONZE HIGHLIGHTS
- REFRACTOR GLOBE: PRISMATIC, U.V. STABILIZED POLYCARBONATE TYPE V OPTICS
- PHOTO CONTROL: TWIST-LOCK RECEPTACLE
- BALLAST ENCLOSURE: CAST ALUMINUM TOOL-LESS ENTRY W/ GASKETED HINGED DOOR
- SLIP FITTER: 3" ID.
- FASTENERS: HEX HEAD STAINLESS STEEL

Finish:
Black

Ordering Guide:

SS806:	LUMINAIRE 150W HPS
SS806A:	LUMINAIRE 250W HPS
SS806B:	LUMINAIRE 70W HPS
SS806C:	LUMINAIRE 100W HPS
SS806D:	LUMINAIRE 175W MH
SS806E:	LUMINAIRE 85W QL
SS806F:	LUMINAIRE 165W QL
208/277V	
SP5806:	POLE

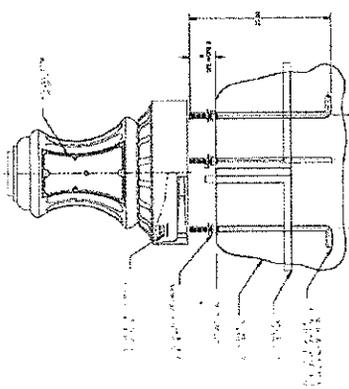
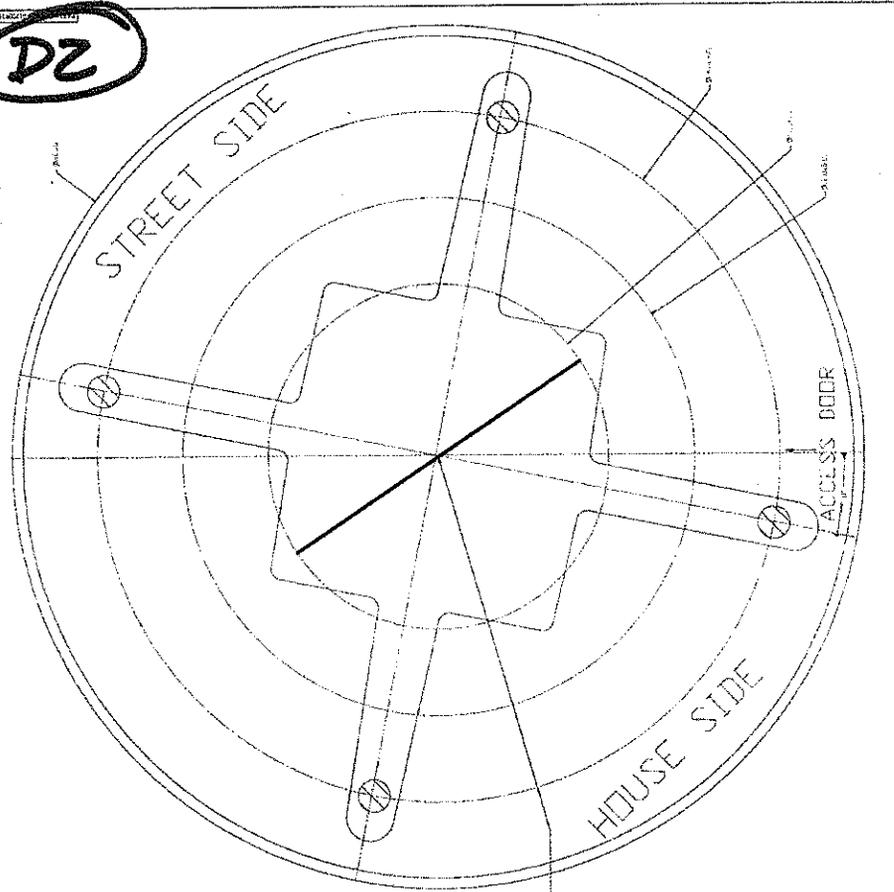
POLE: 14'
SHAFT: 5" STRAIGHT FLAT FLUTED W/ 3" TENON
0.188-0.267 WALL THICKNESS
6005-T5 ALUMINUM ALLOY

BASE:
CAST ALUMINUM W/ ACCESS DOOR

BASE DETAIL:
REFERENCE TEMPLATE #T01700915

PRODUCT APPROVALS	
HADCO	
CUST.	
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NOTES: THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING	
Full Specification (Complete Assembly) Drawing	
HADCO a Genlyte company ISO 9000:2000 Certified "Over 50 Years of Excellence"	
100 Craftway P.O. Box 128 Littletown, Pennsylvania 17340-0128 Phone 717-359-7131 Fax 717-359-9515 www.hadcoighting.com	
JOB NAME: City of Louisville	
REP. TERRITORY: 18	DRAWN BY: SMK
SCALE: 1:20	DATE: 11/15/04
DRAWING NUMBER: S5808-DWG01	
REP: Genlyte-Louisville	
REV: B	PO#: 05-185
BY: SMK	DATE: 09/02/05

DZ



VERY BOLD LINE
1/8" LONG

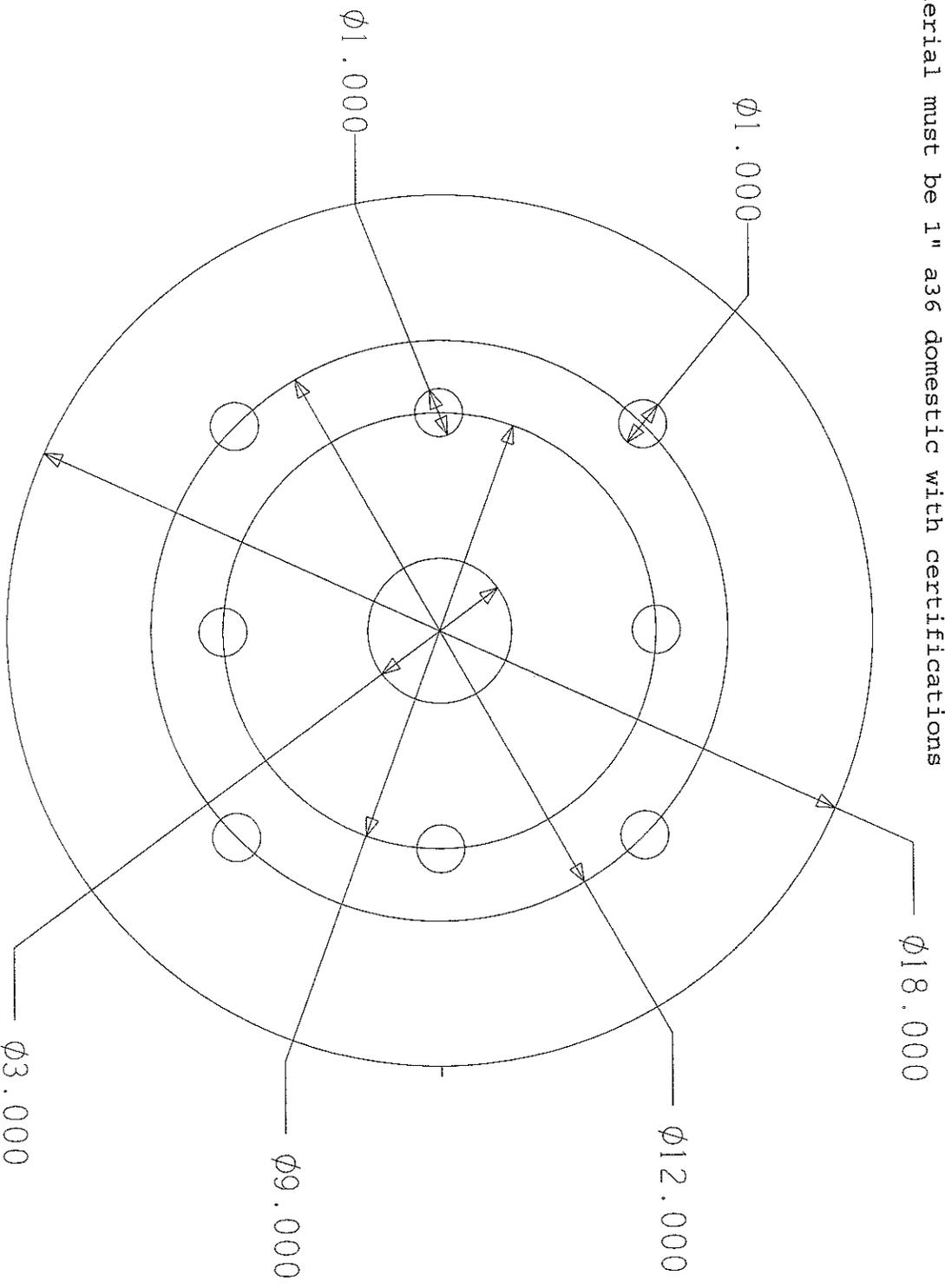
"WARNING"
NOT TO SCALE
CONSULT FACTORY FOR
FULL SIZE TEMPLATE.

- NOTES:
1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.
 2. MAKE SURE ALL DIMENSIONS ARE CORRECTLY INDICATED ON THE FULL SIZE TEMPLATE.
 3. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTER OF THE BOLT CIRCLES.
 4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTER OF THE BOLT CIRCLES.
 5. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTER OF THE BOLT CIRCLES.
 6. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTER OF THE BOLT CIRCLES.
 7. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTER OF THE BOLT CIRCLES.
 8. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTER OF THE BOLT CIRCLES.
 9. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTER OF THE BOLT CIRCLES.
 10. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTER OF THE BOLT CIRCLES.

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1
2
3
4
5
6
7
8
9
10

Transition Plate For: 1A, 2A & 3A

Material must be 1" a36 domestic with certifications



Note: All Hardware - Nuts, bolts include!

Standard lead time from the factory after the receipt of the order is 4-8 weeks for the delivery of the material.

PHILIPS

To: City of Louisville, KY

From: Fred Roman, Regional Manager Sales
Philips HADCO – Professional Luminaires NA

Date: 2/24/10

Re: Buy American Compliance
City of Louisville – Main Street Lighting

Dear Sir or Madam:

Thank you for your interest in Philips Lighting products. We are pleased to confirm that the products listed below are commercially available off-the-shelf products made or produced in the United States and are therefore domestic end products or domestic construction material in full compliance with the Buy American Act (41 U.S.C. § 10a-10d) and the Buy American provisions of the American Recovery and Reinvestment Act of 2009.

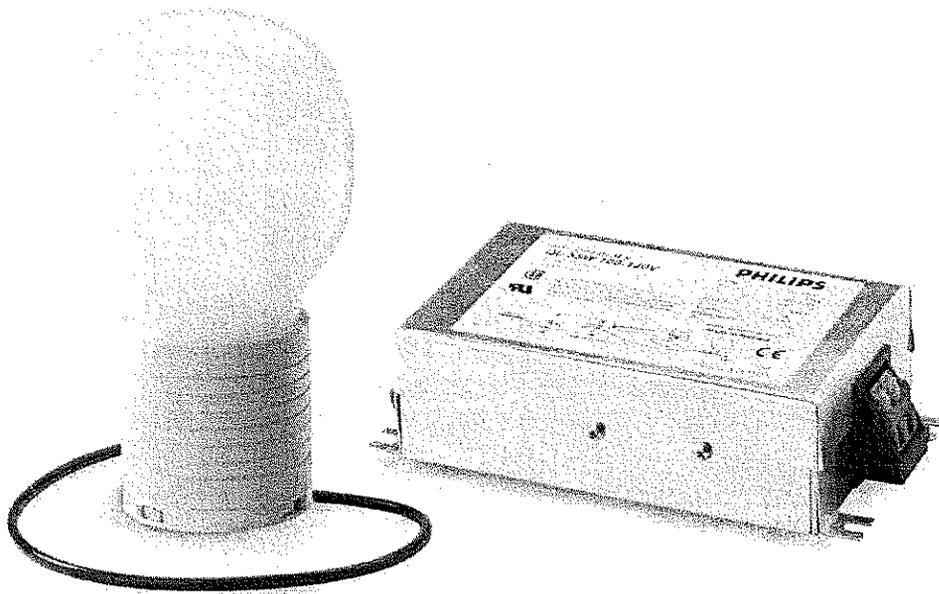
Philips employs over 26,000 employees in the United States including more than 7,000 employees in 20 manufacturing sites focused on lighting. We are proud to confirm to you that the following products were made in the United States manufacturing facilities indicated below:

MFG	Model Number	Catalog Number	U.S. Manufacturing Facility/Country of Origin
HADCO	C1476A-AT3NR85RE	CF4TAT3NR85RE	Littlestown, PA
HADCO	CA1476G-P4APM	CUSTOM	Littlestown, PA
HADCO	CA1476A-4A	BA41A30B-AMOD	Littlestown, PA
HADCO	CA1476B-4A	BA41A30B-AMOD	Littlestown, PA
HADCO	CP1476-16A	P4031-16AMOD	Littlestown, PA
HADCO	C6184	C52MKKN2ATNR165RE MOD	Littlestown, PA
HADCO	CP6184	P1610-14A	Littlestown, PA
HADCO	S5806F-ZB5NRR165RG	R52BAEN1ANRR165RG	Littlestown, PA
HADCO	SP5806-14	P2165-14*	Littlestown, PA
HADCO	CA1476K	POLE TRANSITION PLATE TO MOUNT EXISTING POLES	Littlestown, PA

Best Regards,



Fred Roman
Regional Manager, Sales



Philips QL Induction
Lighting Systems

*Ideal for decorative street
lighting, bridges and tunnels,
hazardous areas, freezers and
hard-to-reach applications*

QL INDUCTION

Ultra dependable white light

Philips QL Induction Lighting System offer electrodeless technology with an amazing 100,000 hours rated average life¹.

Ultra-long life

- 100,000 hours rated average life¹ and virtually maintenance free

Crisp white light with no color shift

- 80 CRI and choice of color temperature

Operates in hot and cold environments—amalgam control

- High reliability—instant hot and cold (re)start

Low EMI—complies with FCC non-consumer limits

High lumen output

- 165W QL features 12,000 initial lumens

New to the QL family—85W reflector lamp

- Internal reflector is ideal for down light applications

PHILIPS

sense and simplicity

Philips QL Induction Lighting Systems: 55, 85 and 165 Watt Systems

Ordering, Electrical and Technical Data

Product Number	Ordering Code	Watts	Pack Qty	Description	MOL (In.)	Rated Average Life (Hrs.) ¹	Approx. Initial Lumens ²	Approx. Mean Lumens ²	CRI	CCT (K)
13542-6	QL 55W/GEN100-120V	55	6	Generator, 120V	6	100,000	—	—	—	—
13543-4	QL 55W/GEN200-277V	55	6	Generator, 277V	6	100,000	—	—	—	—
13544-2	QL 55W/PC	55	6	Power Coupler	6 1/2	100,000	—	—	—	—
13545-9	QL 55W/830	55	6	Lamp 3K	5 1/2	100,000	3500	2800	80	3000
13546-7	QL 55W/840	55	6	Lamp 4K	5 1/2	100,000	3500	2800	80	4000
20095-6	QL 55W/850	55	6	Lamp 5K	5 1/2	100,000	3500	2800	80	5000
13547-5	QL 85W/GEN100-120V	85	6	Generator, 120V	6	100,000	—	—	—	—
13548-3	QL 85W/GEN200-277V	85	6	Generator, 277V	6	100,000	—	—	—	—
13549-1	QL 85W/PC	85	6	Power Coupler	7 1/2	100,000	—	—	—	—
13550-9	QL 85W/830	85	6	Lamp 3K	7 1/2	100,000	6000	4800	80	3000
13551-7	QL 85W/840	85	6	Lamp 4K	7 1/2	100,000	6000	4800	80	4000
14428-7	QL 85R/840	85	6	Reflector Lamp 4K	8 1/2	100,000	6000	4800	80	4000
20096-4	QL 85W/850	85	6	Lamp 5K	7 1/2	100,000	6000	4800	80	5000
14991-4	QL 165W/GEN100-120V	165	6	Generator, 120V	7 1/2	100,000	—	—	—	—
14990-6	QL 165W/GEN200-277V	165	6	Generator, 277V	7 1/2	100,000	—	—	—	—
36916-5	QL 165W/PC	165	6	Power Coupler	8 1/2	100,000	—	—	—	—
36917-3	QL 165W/830	165	6	Lamp 3K	8 1/2	100,000	12,000	9600	80	3000
36918-1	QL 165W/840	165	6	Lamp 4K	8 1/2	100,000	12,000	9600	80	4000
20097-2	QL 165W/850	165	6	Lamp 5K	8 1/2	100,000	12,000	9600	80	5000

1) Rated average life is the life obtained, on the average, from large representative groups of lamps in laboratory tests under controlled conditions at 10 or more operating hours per start. It is based on survival of at least 50% of the lamps and allows for individual lamps or groups of lamps to vary considerably from the average.

2) Approximate lumen values listed are for vertical operation of the lamp.

3) Approximate lumen output at 60% of lamp rated average life.

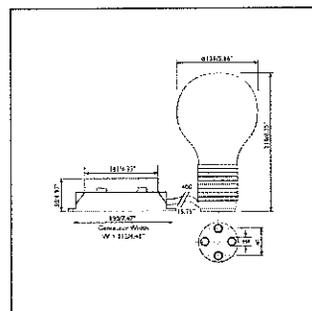
Note: QL System requires all three components to operate (order 3 product numbers).

Power Factor > .9, THD < 10%

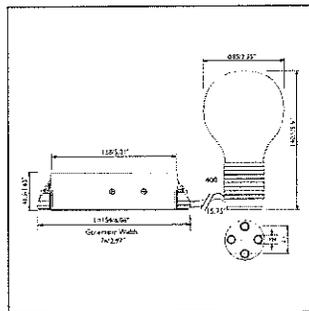
QL System Listings: UL, CSA, FCC Class A

Above specifications subject to change without notice.

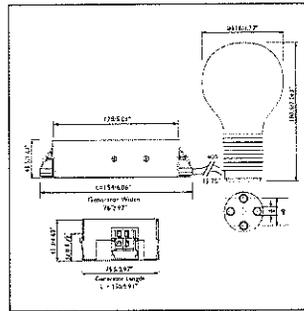
165W System



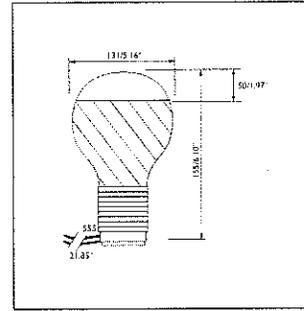
55W System



85W System



85W Reflector Lamp



Note: The lamp system is UL, FCC and CSA approved. A booklet, *Philips induction lamp systems—Information for Original Equipment Manufacturers*, is available on request. Luminaire design and temperature parameters will be found in this booklet.



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LAMP/BALLAST COST ANALYSIS

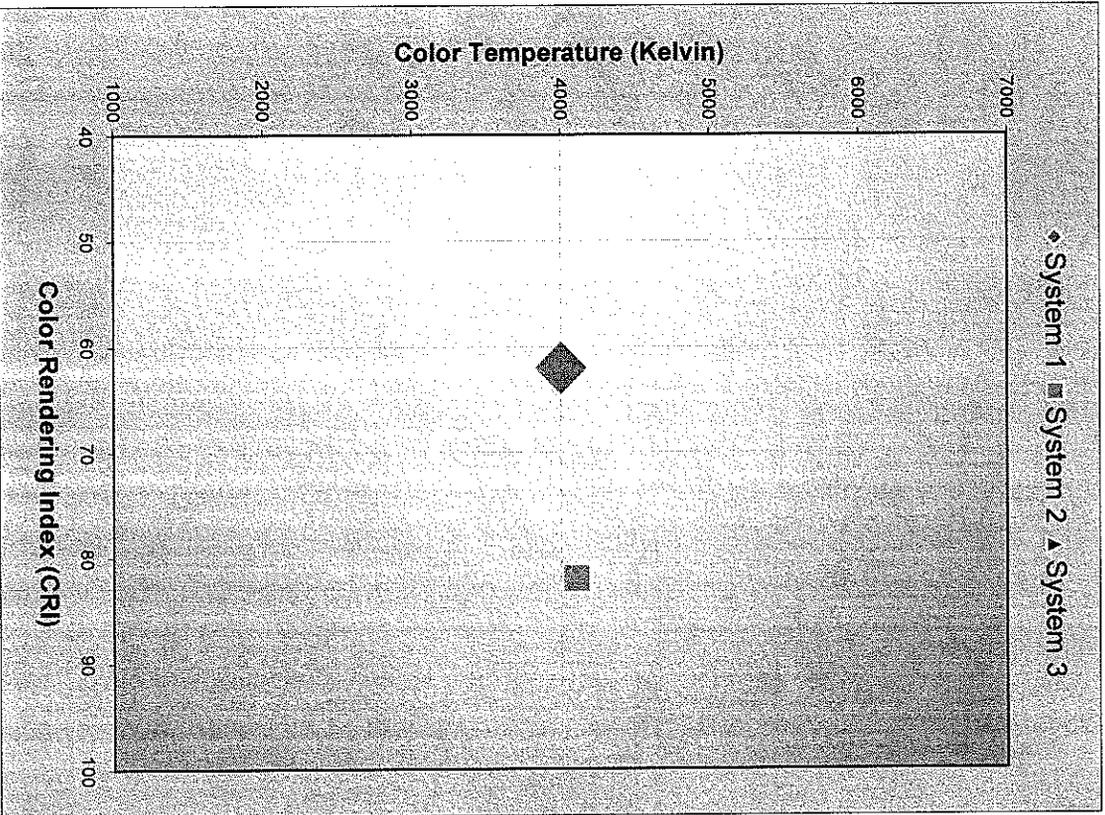
A Module of the Total System Cost Analysis

LAMP DATA			
Systems to be compared			
Type	System 1	System 2	System 3
100W/MH	85W/QL		
Manufacturer Philips	Philips		
Catalog No. M100CU	QL85W		
Wattage 100	85		
Design Lumens 6,000	4,800		
Lamp Life (hrs) 12,000	100,000		
Lamp Cost \$24.00	\$90.00		
Color Rend. Index (CRI) 62	82		
Color Temperature 4000	4100		

BALLAST DATA			
Ballast Manufacturer			
Ballast Catalog No.	Adv Sid	Advance	
MAN	MAN		
Ballast Factor	0.87	0.92	
# Lamps/ballast	1	1	
# Ballasts	1	1	

ENERGY DATA			
Lamp & Ballast Input Watts			
115	85		
Annual Operating Hours	3,000	3,000	
Annual KW Usage	345	255	
KWH Rate	\$0.10	\$0.10	

COMPARATIVE DATA			
Annual Lamp Usage			
25%	3%		
Life (years)	4.0	33.3	
System Design Lumens	5,220	4,416	
System Design LPW	45	52	
Annual Operating Cost	\$34.50	\$25.50	
Annual Replacement Cost/Lamp	\$6.00	\$2.70	
Total Lamp & Energy Cost	\$40.50	\$28.20	



LAMP/BALLAST COST ANALYSIS

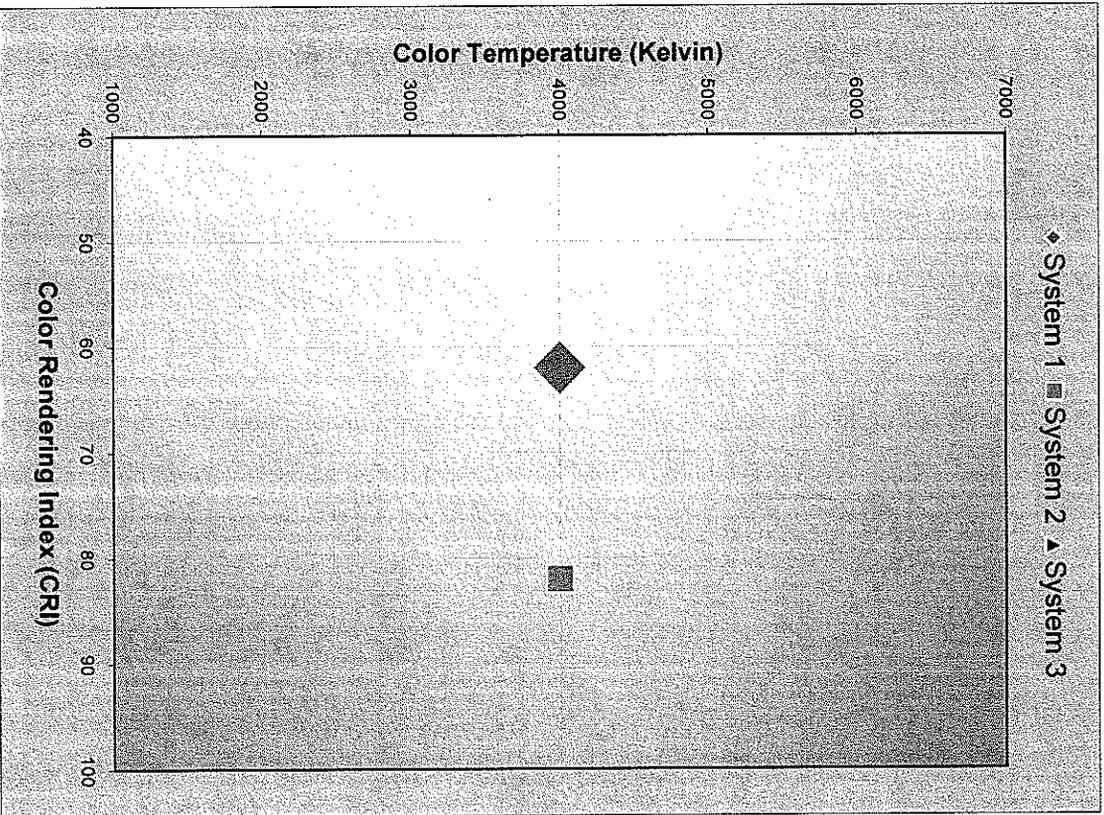
A Module of the Total System Cost Analysis

LAMP DATA			
Systems to be compared			
Type	System 1	System 2	System 3
Manufacturer	Philips	Philips	
Catalog No.	M175CU	QL165W	
Wattage	175	165	
Design Lumens	8,800	9,600	
Lamp Life (hrs)	15,000	100,000	
Lamp Cost	\$24.00	\$128.00	
Color Rend. Index (CRI)	62	82	
Color Temperature	4000	4000	

BALLAST DATA			
Ballast Manufacturer	Adv Sld	Advance	
Ballast Catalog No.	MAN	MAN	
Ballast Factor	0.87	0.92	
# Lamps/ballast	1	1	
# Ballasts	1	1	

ENERGY DATA			
Lamp & Ballast Input Watts	215	165	
Annual Operating Hours	3,000	3,000	
Annual KW Usage	645	495	
KW/H Rate	\$0.10	\$0.10	

COMPARATIVE DATA			
Annual Lamp Usage	20%	3%	
Life (Years)	5.0	33.3	
System Design Lumens	7,656	8,832	
System Design LPW	36	54	
Annual Operating Cost	\$64.50	\$49.50	
Annual Replacement Cost/Lamp	\$4.80	\$3.84	
Total Lamp & Energy Cost	\$69.30	\$53.34	



LAMP/BALLAST COST ANALYSIS

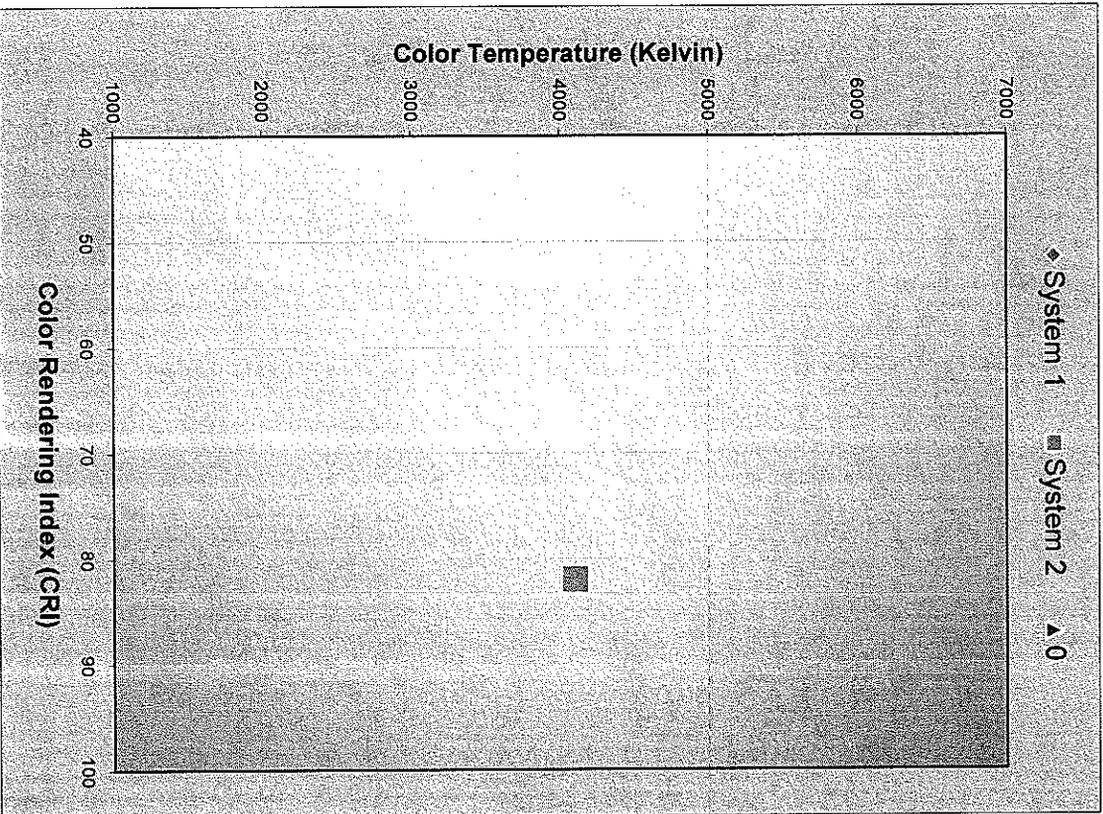
A Module of the Total System Cost Analysis

LAMP DATA		System 1	System 2
Systems to be compared			
Type		70HPS	85W QL
Manufacturer		Phillips	Phillips
Catalog No.		C70S62	QL85W
Wattage		70	85
Design Lumens		5,270	4,800
Lamp Life (hrs)		24,000	100,000
Lamp Cost		\$29.00	\$100.00
Color Rend. Index (CRI)		21	82
Color Temperature		2100	4100

BALLAST DATA		Adv Sid	Advance
Ballast Manufacturer		MAN	MAN
Ballast Catalog No.		0.87	0.92
Ballast Factor		1	1
# Lamps/ballast		1	1
# Ballasts		1	1

ENERGY DATA		78	85
Lamp & Ballast Input Watts		78	85
Annual Operating Hours		3,090	3,090
Annual KW Usage		234	255
KW/H Rate		\$0.10	\$0.10

COMPARATIVE DATA		13%	3%
Annual Lamp Usage		13%	3%
Life (years)		8.0	33.3
System Design Lumens		4,585	4,416
System Design LPW		59	52
Annual Operating Cost		\$23.40	\$25.50
Annual Replacement Cost/Lamp		\$3.63	\$3.00
Total Lamp & Energy Cost		\$27.03	\$28.50



LAMP/BALLAST COST ANALYSIS

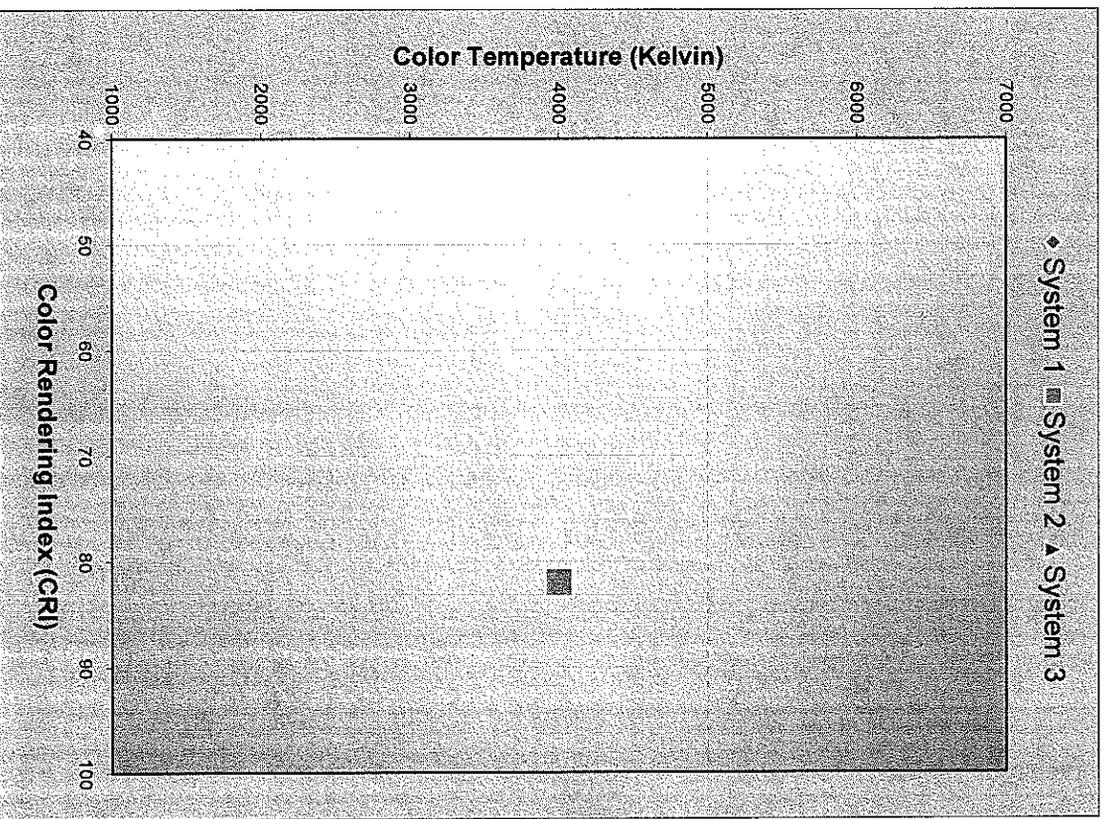
A Module of the Total System Cost Analysis

LAMP DATA			
Systems to be compared			
Type	System 1	System 2	System 3
Manufacturer	150HPS Philips	165W/QL Philips	
Catalog No.	C150S55	QL165W	
Wattage	150	165	
Design Lumens	13,500	9,600	
Lamp Life (hrs)	24,000	100,000	
Lamp Cost	\$29.00	\$128.00	
Color Rend. Index (CRI)	21	82	
Color Temperature	2100	4000	

BALLAST DATA			
Ballast Manufacturer	Adv. Std	Advances	
Ballast Catalog No.	MAN	MAN	
Ballast Factor	0.87	0.92	
# Lamps/ballast	1	1	
# Ballasts	1	1	

ENERGY DATA			
Lamp & Ballast Input Watts	195	165	
Annual Operating Hours	3,000	3,000	
Annual KW Usage	585	495	
KWH Rate	\$0.10	\$0.10	

COMPARATIVE DATA			
Annual Lamp Usage	13%	3%	
Life (years)	8.0	33.3	
System Design Lumens	11,745	8,832	
System Design LPW	60	54	
Annual Operating Cost	\$58.50	\$49.50	
Annual Replacement Cost/Lamp	\$3.63	\$3.84	
Total Lamp & Energy Cost	\$62.13	\$53.34	



LAMP/BALLAST COST ANALYSIS

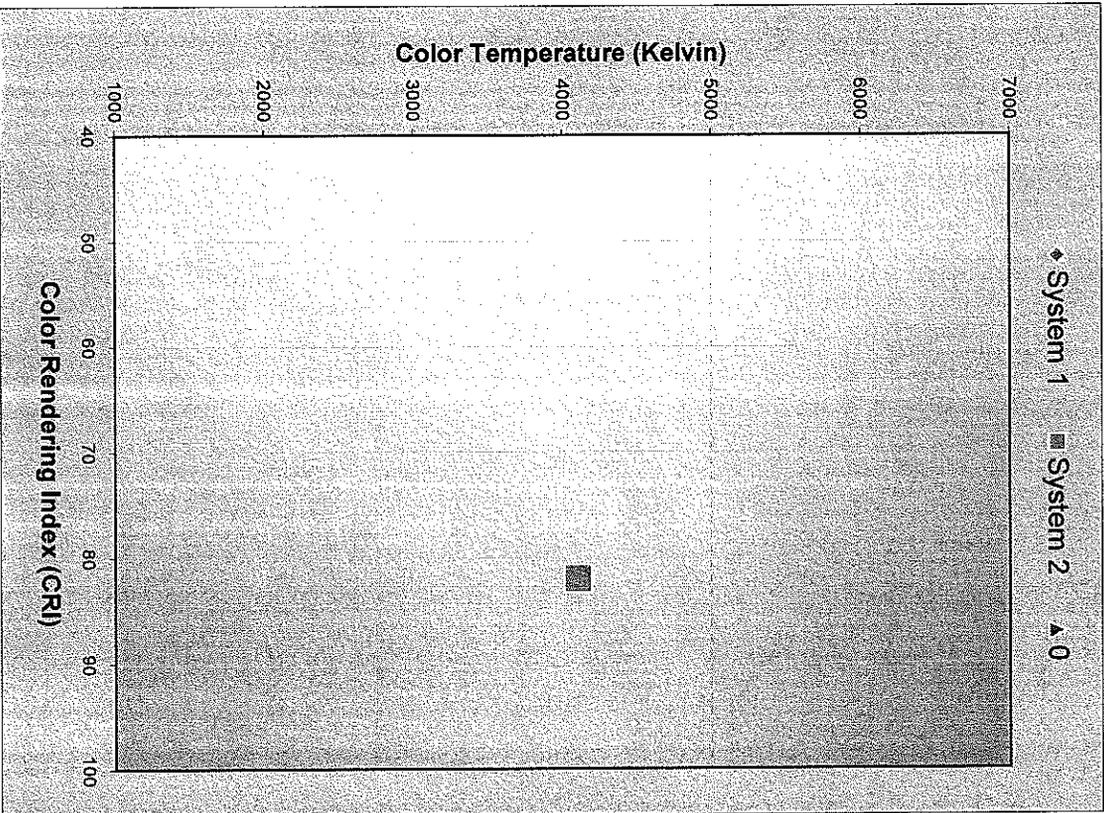
A Module of the Total System Cost Analysis

LAMP DATA		System 1	System 2
Systems to be compared			
Type	200W/HPS	165W/QL	
Manufacturer	Philips	Philips	
Catalog No.	G200S66	QL165W	
Wattage	200	165	
Design Lumens	7,920	9,600	
Lamp Life (hrs)	24,000	100,000	
Lamp Cost	\$36.00	\$128.00	
Color Rend. Index (CRI)	21	82	
Color Temperature	2100	4100	

BALLAST DATA		Adv Std	Advance
Ballast Manufacturer			
Ballast Catalog No.			
Ballast Factor	0.84	0.92	
# Lamps/ballast	1	1	
# Ballasts	1	1	

ENERGY DATA		245	165
Lamp & Ballast Input Watts			
Annual Operating Hours	3,000	3,000	
Annual KW Usage	735	495	
KWH Rate	\$0.10	\$0.10	

COMPARATIVE DATA		13%	3%
Annual Lamp Usage			
Life (years)	8.0	33.3	
System Design Lumens	6,653	8,832	
System Design LPW	27	54	
Annual Operating Cost	\$73.50	\$49.50	
Annual Replacement Cost/Lamp	\$4.50	\$3.84	
Total Lamp & Energy Cost	\$78.00	\$53.34	



Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above <i>ACCUSERV Equip + Supply</i>	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other	
Address (number, street, and apt. or suite no.) <i>3865 Produce Rd Ste 208</i>	
City, state, and ZIP code <i>Louisville Ky 40218</i>	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

OR

Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Barbara Quinn*

Date *2/22/10*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.