

Lexington-Fayette Urban County Government

Lexington, Kentucky Horse Capital of the World

		,		
Division of Central	Purchasing		Date of Is	ssue: 10/17/2022
INV **IF Bid Opening Date: Address:	YOU SUBMIT October 31	TO BID #118-2022 Heavy Duty Auto Parts TED ON BID 121-2022, PLEASE DO NOT SUBMIT ON THIS BID** , 2022 Bid O st be submitted on line at https://lexingtonky.ionwave.ne	pening Time: 2	
Type of Bid:	Price Contr		<u>u</u>	
Pre Bid Meeting: Address:	N/A N/A	Pre B	lid Time: N/A	
be submitted/uploade	d by the abov shipping, han	nline at https://lexingtonky.ionwave.net/ until 2:00 PM , prevailing-mentioned date and time. Illing and associated fees to the point of delivery (unless otherwi		
	ications Met	<u>Check One:</u> Exceptions to Bid Specifications. Exceptions shall be itemized.	ed and	roposed Delivery: 7-30_days after acceptance of bid.
		e Lexington-Fayette Urban County Government may be using Protection of the Lexing Protection of	cocurement Cards Yes	to purchase goods and No
To expedi	te award, t	he forms in this document should be completed an	d uploaded w	ith your bid.
Submitted I	by: <u>Capita</u>	Filtrations Inc Firm Name 13359 N. US Hwy 183 Suite 406-743 Address Austin, TX 78750 City, State & Zip		
Bid must i	be signed:	Michael White Signature of Authorized Company Representative	e – Title	
		Michael White Representative's Name (Typed or printed) 512-645-9517 512-249-7443 Area Code - Phone – Extension Fax #		
		mikewhite@capitalfiltrations.com		

E-Mail Address

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

ne	Comes the Affiant, William Waffing and after being first duly sworn under penalty of
P	nary as follows.
1.	His/her name is ## and he/she is the individual submitting the bid or is the authorized representative of ## 40 it tal 7-1 fra from 1 mg.
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught.
STA	TE OF Texas
COL	JNTY OF Travis
	The foregoing instrument was subscribed, sworn to and acknowledged before me
63.3	Mala I i i i i i i i i i i i i i i i i i i
by _	on this the ZO day
of_	Odober, 2022
	My Commission expires: 04 28/2026
	Meria Luisa Gordon Mendoza My Commission Expires 4/28/2026
	Notary ID 133733744
	NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

Page 2 of 30

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy Reduced energy costs without compromising quality or performance Reduced air pollution because fewer fossil fuels are burned Significant return on investment Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to <u>www.Greenseal.org</u> to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No____

II. <u>Bid Conditions</u>

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

- or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of <u>XX</u> percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional <u>1</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
- (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment
 Opportunity, states: The Secretary of Labor may investigate the employment practices of any Government contractor or
 sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been
 violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree	to comply	with the	e Civil	Rights	Laws	listed	above	that	govern	employment	rights of	f minorities,	women,	veteran
status, disab	oility and a	ge.												

Michael White	Capital Filtrations Inc
Signature	Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

- 1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
- 19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
- 21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Michael White	10/18/2022
Signature	Date

WORKFORCE ANALYSIS FORM

Name of Organization: Capital Filtrations Inc

Categories	Total	(N Hisp	hite Not panic or tino)	Hispanic or Latino		Black or African- American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asi (N Hisp o Lati	ot anic r	India Alas Na Na (n Hisp	erican an or skan tive not panic atino	more (I Hisp	vo or e races Not anic or atino	То	tal
		M	F	M	F	M	F	M	F	M	F	М	F	М	F	M	F
Administrators	2		1			1											
Professionals																	
Superintendents																	
Supervisors	1		1														
Foremen	3			2		1											
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	2		1			1											
Skilled Craft																	
Service/Maintenance	3	1				2											
Total:	11	1	3	2		5											

Prepared by: Michael White, CEO

Date: 10 /18 /2022

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids <u>written documentation</u> of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

<u>Note</u>: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) — a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM	
Bid/RFP/Quote Reference #_118-2022	

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name,	MBE	Work to be Performed	Total Dollar	% Value of Total
Address, Phone, Email	WBE or DBE		Value of the Work	Contract
1. Capital Filtrations Inc	MBE DBE	Distribution of goods Retrofit Installation		100%
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Capital Filtrations Inc	Michael White
Company	Company Representative
10/20/2022	CEO/Owner
Date	Title



Date

LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #_____ The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid. Work to be Performed % Value of Total MWDBE Company, Name, MBE Total Dollar Address, Phone, Email WBE or Value of the Contract Work **DBE** 1. 2. 3. 4. The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims. Company Company Representative

Title



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

		**** 4 ***			
SUBSTITUTED	MWDBE Formally	Work to Be	Reason for the	Total Dollar	% Value of Total
MWDBE Company	Contracted/ Name,	Performed	Substitution	Value of the	Contract
Name, Address, Phone,	Address, Phone,			Work	
Email	Email				
1.					
2.					
2.					
3.					
3.					
4.					

0	ny misrepresentation may result in termination of the contract and/or terning false statements and false claims.	be subject to
Company	Company Representative	
Date	Title	



Date

MWDBE OUOTE SUMMARY FORM

Company Name C					Con	Contact Person				
Address/Phone/Email				Bid Package / Bid Date						
MWDBE Company Addre	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Service to be perfor		Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran	
		AA=African A e American)	merican / I	HA= H	Iispar	nic American/AS	= Asian American	n/Pacific		

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Project Name/ C	Contract #		Work Period/	То:			
Company Name:	;		Address:				
Federal Tax ID:			Contact Person:				
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contrac Awarde to Prim for this Project	d this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
By the signature bel epresentations set f nder applicable Fe	orth below is tru	ae. Any misrepr	esentation	ns may result in th	ne termination of		
Company			Company Representative				

LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #____

business enterprises on the project and can supply the appropriate documentation.
Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
Included documentation of advertising in the above publications with the bidders good faith efforts package
Attended LFUCG Central Purchasing Economic Inclusion Outreach event
Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned

Veteran-Owned businesses	tation of quotations received from interested MWDBE firms and s which were not used due to uncompetitive pricing or were rejected as s of responses from firms indicating that they would not be submitting
fact that the bidder has the will not be considered a so quote. Nothing in this pro	t sound reasons why the quotations were considered unacceptable. The ability and/or desire to perform the contract work with its own forces and reason for rejecting a MWDBE and/or Veteran-Owned business's evision shall be construed to require the bidder to accept unreasonable MWDBE and Veteran goals.
	fer assistance to or refer interested MWDBE firms and Veteran-Owned ecessary equipment, supplies, materials, insurance and/or bonding to nts of the bid proposal
Made efforts to expa the usual geographic bound	nd the search for MWBE firms and Veteran-Owned businesses beyond daries.
Otherany other evi reasonable good faith effor	dence that the bidder submits which may show that the bidder has made ts to include MWDBE and Veteran participation.
rejection of bid. Bidders may which is subject to approve	any of the documentation requested in this section may be cause for ay include any other documentation deemed relevant to this requirement al by the MBE Liaison. Documentation of Good Faith Efforts must be ne participation Goal is not met.
	ormation is accurate. Any misrepresentations may result in termination able Federal and State laws concerning false statements and claims.
Capital Filtrations Inc	Michael White
Company 10/20/2022	Company Representative CEO/Owner
Date	Title

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") <u>may</u> use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

- 1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
- 2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
- 3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
 - (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and onehalf times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
 - (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
- 8. The contractor shall 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.
- 9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
- 10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
- 11. The contractor shall 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.
- 12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
- 13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
- 14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

- 15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:
 - a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.
- 17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

- 18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.
- 19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Michael White	10/20/2022		
Signature	Date		

1.0 SCOPE OF BID

- 1.1 These specifications describe routinely required repair parts necessary to maintain the fleet of heavy duty trucks and equipment owned and operated by the Lexington Fayette Urban County Government.
- 1.2 The primary objective of this contract is to provide the Lexington Fayette Urban County Government with the highest quality repair parts at the best available price. The Lexington Fayette Urban County Government retains the right to determine the usability, suitability, overall quality and value of all parts and supplies purchased under this contract.
- 1.3 Vehicle makes owned by LFUCG in this category include (but not limited to): Autocar, Mack, Peterbilt, Kenworth, International, Ford, Sterling, Freightliner, and GMC.

2.0 REQUIREMENTS

- 2.1 Delivery: Vendor shall provide timely delivery of parts during normal working hours, on an as needed basis. Normal delivery hours are Monday through Friday 8:00 am to 4:30 pm, however times could change depending on the operation hours of the facility. Bids which stipulate a minimum order amount for delivery will be rejected. There shall be no delivery charge or fuel surcharge for the term of this contract. In the interest of reducing overall handling cost, the LFUCG will endeavor to minimize and consolidate deliveries whenever possible. A complete and accurate invoice shall accompany each delivery. If an invoice reflects a price increase which has not been approved under the terms stated in paragraph 2.2 the invoice will not be processed for payment and LFUCG will request that a revised invoice be submitted reflecting the applicable and agreed upon price.
- 2.2 Prices: Bid price <u>levels</u> shall remain in effect throughout the term of this contract. Bids including a discount or cost *range* will be rejected. All pricing must utilize a part manufacturer's reference price level and be **verifiable** as such. Example: if bidder submits a bid for Acme piston rings @ list price less 10%, bidder must provide the published Acme list price sheet for piston rings. Verifiable manufacturer's price information must be available in printed, electronic, or digital format or available online.
- 2.3 Price Increase: Price increases are allowed however any price increase must be from the manufacturer and not from the vendor/dealer directly, any increase must be proven that it came from the manufacturer and shall be submitted within 1 week of the increase. Any increase that is not substantiated shall be rejected by LFUCG.
- 2.4 Parts Warranty: Bidder shall supply warranty terms and details for each manufacturer represented in bid package. Part warranties shall be used in the evaluation of bids and in purchasing decisions made under the terms of this contract. Warranty credit shall be written within 2 business days of vendor receiving defective product.
- 2.5 Literature: Bidder shall supply printed, electronic, or online access to catalogs of manufacturers represented in bid. Bidder shall also be responsible for providing documentation of the manufacturer's benchmark prices from which LFUCG's price is derived.

- 2.6 Emergency Purchases: the Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from any available source in an emergency. The following conditions may be considered an emergency:
- 2.6.1 Contract vendor does not have the needed parts or supplies in stock.
- 2.6.2 Contract vendor is not open for business when parts or supplies are needed.
- 2.6.3 Contract vendor cannot deliver in required time.
- 2.7 Open Market Purchases: The Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from contract vendors or from other sources whereby parts and/or supplies are offered at special, promotional, or "one-time-only" pricing provided that such are discounted below the price established in the Price Contract.
- 2.8 Core Charges: Under the terms of this contract the LFUCG agrees to provide a suitable core for all rebuilt or exchange parts purchased requiring such an exchange. In the interest of paperwork reduction and lower administrative cost, the LFUCG requires that vendors NOT invoice core deposit charges. A suitable core shall be provided within 5 business days for any purchase that requires a core exchange.
- 2.9 Special Shipping: If an ordered item is out-of-stock in the bidders inventory and LFUCG requests special expedited shipping, the cost of the expedited shipping can be passed through to the LFUCG; otherwise no shipping or delivery charges are permitted under the terms of this contract.
- 2.10 LFUCG Contract: This will be an exclusive LFUCG contract, bids will not be accepted that are piggybacked or referred to, off any Federal, State or any other local contracts.

3.0 INSTRUCTIONS

- 3.1 In each category for which your company can provide the listed items, indicate the name of the manufacturer and the price discount level of your bid.
- 3.2 For each brand name indicated on your bid, it will be assumed that the full line of that brand is offered at the bid price level.
- 3.3 Please log into your lonwave account to submit pricing. Once you have completed and uploaded your bid package you will be required to check "yes" on the attributes tab.

Parts Manufacturer (Brand) Price Level

4.0	ENGINE PARTS	,	List minus a percentage
4.1	Pistons, piston pins, piston rings, camshafts, valves, lifters, pushrods, bearing inserts, timing chains, sprockets, oil pumps, motor mounts, etc.		
4.2	In-frame kits, camshafts, valve gear, fuel injection parts, engine management parts, oil, fuel, and water pumps (diesel applications)		
4.3	Engine gaskets, gasket sets (gas & diesel applications)		
5.0	DRIVELINE PARTS		
5.1	Clutch discs, pressure plates.		
5.2	Universal Joints, yokes, driveline hardware.		
5.3	Power take-off gearboxes, PTO gears and parts.		
6.0	SUSPENSION AND STEERING PARTS		
6.1	Ball joints, tie rod ends, drag links, idler arms, pitman arms, king pins, etc.		
6.2	Coil Springs		
6.3	Shock Absorbers & Struts		
6.4	Power steering pumps		
6.5	Power Steering Hose (pre-assembled OEM style)		
6.6	Leaf Springs "new and rebuilt"- Heavy-Duty		
7.0	SEALS, BEARINGS		
7.1	Seals - This category is for full coverage seal lines such as Chicago Rawhide, National, Stemco, etc.		
7.2	Bearings - This category is for full coverage bearing lines such as Bower/BCA, Federal Mogul, Timken, etc.		
8.0	WHEELS		
8.1	Wheels, rims, lock rings - medium & heavy truck		
9.0	BRAKE PARTS		
9.1	Medium and Heavy Truck		
9.1.1	Lined brake shoes, disc brake pads		
9.1.2	Brake drums, disc brake rotors		
9.1.3	Hydra-boost units		
9.1.4	Air Brake Parts: air compressors (New and Remanufactured)		
9.1.5	Air Brake Parts: brake chambers		
9.1.6	Air Brake Parts: slack adjusters		
9.1.7	Air Brake Parts: governors, valves, repair kits, plumbing hardware, pre-assembled brake hose, driers, etc		
10.0	EXHAUST SYSTEM PARTS		

10.1	New turbos	
10.2	Remanufactured turbos	
10.3	Aftermarket turbos	
10.4	Mufflers, exhaust pipes, tail pipes, clamps, hangers, exhaust hardware and accessories: heavy-duty	
11.0	ELECTRICAL PARTS	
11.1	Primary wire, bulk battery cable, wire terminals, battery cable makeup supplies	
11.2	Battery cable - pre assembled OEM style	
11.3	Lamps (bulbs) - sealed beam, miniature, etc.	
11.4	Light assemblies, lenses, and safety lights. (lighting equipment commonly found on trailers and larger trucks such as Grote, Truck-Lite, Peterson, etc.)	
11.5	Remanufactured starters and alternators	
11.6	New starters and alternators	
11.7	Charging System Parts: voltage regulators, diode packs, etc.	
12.0	FUEL SYSTEM PARTS	
12.1	Injection pumps	
12.2	Fuel injectors	
13.0	COOLING SYSTEM PARTS	
13.1	Water Pumps	
13.2	Radiators (new, complete, OEM style)	
13.3	Thermostats	
13.4	Coolant Hose: Straight radiator hose, molded hose, heater hose, including silicone	
13.5	Fan Belts	
13.6	Hose Clamps	
14.0	HEATING AND AIR CONDITIONING PARTS	
14.1	A/C compressors, clutches, evaporators, valves, driers, etc.	
14.2	Blower motors, switches, resistors, etc.	
14.3	Heater cores (new)	
15.0	MISCELLANEOUS PARTS	
15.1	Caps: fuel, oil, radiator	
15.2	Windshield wiper motors	

15.3	Windshield wiper blades, arms, refills, washer pumps		
15.4	Miscellaneous automotive hardware line such as Dorman, Motormite, Champ Service, Au-ve-co, etc.		
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.	Bypass Filters	5% Discount
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
17.0	EXCHANGE ENGINES/TRANSMISSIONS	please indicate brand name and warranty terms	
17.1	Remanufactured engine assemblies		
17.2	Remanufactured Allison automatic transmissions		

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1300682770600
Approval Date: March 28, 2022
Scheduled Expiration Date: March 28, 2026

exas Comptroller of Public Accounts (CPA), hereby certifies that

Capital Filtrations Inc

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **March 28, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.





National Minority Supplier Development Council

CAPITAL FILTRATIONS INC

dba CAPITAL FILTRATIONS INC

* Nationally certified by the: **SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423120; 336390; 336310; 811310; 334516

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/04/2022

Issued Date

01/04/2023

Expiration Date

AU04731

Certificate Number

Ying McGuire
NMSDC CEO and President

Karen Box President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Capital Filtrations Inc DBA Capital Filtrations Inc

Michael White 1801 Wells Branch Pkway, Apt. 0610 Austin, TX 78750-4242

RE: NEW DBE/ACDBE CERTIFICATION

Dear Mr. Michael White:

Congratulations!

We are pleased to inform you that City of Austin's Small & Minority Business Resources Department (SMBR) has certified your business as a Disadvantaged Business Enterprise (DBE).

Although this certification will not expire, its status will be reviewed on an annual basis by SMBR provided your business continues to meet the eligibility criteria set forth in U.S. Department of Transportation, Code of Federal Regulations Title 49 Part 26. Annually, you must submit a signed and notarized "DBE/ACDBE No Change Affidavit" with supporting documentation. It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business.

This firm's next Annual Review documents are due prior to November 30, 2021.

YOU MAY SUBMIT YOUR ANNUAL DOCUMENTS ON OUR ONLINE PORTAL AT THIS LINK:

https://austintexas.mwdbe.com/

The following table lists the North American Industry Classification System (NAICS) code(s) and description(s) that have been assigned to your business in accordance with the service(s) it render(s).

NAICS 424690: CLEANING COMPOUNDS AND PREPARATIONS MERCHANT WHOLESALERS

We have also added your firm to the Texas Unified Certification Directory, which can be accessed at https://txdot.txdotcms.com/FrontEnd/VendorSearchPublic.asp

If you are awarded a contract with the City of Austin that has USDOT federal funding, you will be responsible for creating and maintaining a City of Austin Vendor Connection Profile with accurate information, to include the company address, and contacts. Please register your business in the City's Vendor Connection system at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm. The Vendor Connection database is available daily from 7:00AM to 7:00PM. If you need assistance with registration, please contact Vendor Registration at (512) 974-2018 or by email at VendorReg@austintexas.gov.

Thank you for your interest in the program and we wish you continued success. Please contact the City of Austin's Certification Division at (512) 974-7645 if you need further information.

Sincerely,

Edward Campos Interim Director Small & Minority Business Resources Department

CAPITAL FILTRATIONS INC CATALOG

5% Off

DISCOUNT INCLUDED BELOW





Order Now

Contact Us: 512-645-9517 purchaseorders@capitalfiltrations.com

Address: 13359 N US Hwy 183 Suite 406-743 Austin, TX 78750



Shipping & Handling

Shipping and handling fees include order processing, packaging, and handling

Standard Delivery	
Order Total:	Price:
Up to \$50.00	7.95
\$51.00 to \$75.00	\$11.95
\$76.00 to \$125.00	\$17.95
\$126.00 to \$175.00	\$19.95
\$176.00 and over	\$23.95

Installation Services

Bypass Filter Retrofit Installations

Standard Delivery	
Product:	Price/HR:
Combust Oil Filter	\$279.00/HR
Combust Fuel Filter	\$307.00/HR
Filtakleen Hydraulic Filters	\$350.00/HR
Filtakleen Oil Filters	\$279.00/HR

Combust CT-51110D Fuel Canister with kit

\$672.13

The Combust Fuel Canisters are designed with the ingenious idea to conceal and remove robust microorganisms, including free and emulsified water. As a result, this new automated technology eliminates the worry of partial malfunction from clogged fuel injectors, tolerance erosion, engine distress, fuel degradation, or pressure loss.

Using unrefined coalescer media, fuel is continuously cycled for periodic polishing without affecting any additives. In addition, the Combust Bypass Fuel Canisters absorb abrasive foreign matter down to 3 microns. The Combust CT-51110DKIT is retrofitted as a secondary filtration system assisting your full flow filter for cleaner fuel. It does not replace it!

The Combust CT-51110D Bypass Fuel Canister with head and kit can also be installed as an inline filter for fuel storage tanks.

The Combust Fuel Canister with head and kit comes with a 12-inch fuel canister, adapter bushings (2), mounting bracket, mounting hardware, 1 1/2" x 16 custom aluminum bypass filter head with pressure indicator and hose.



Part Number	Description
CT-51110DKIT	Fuel Canister with Head & Kit

Specifications		
Brand	Combust	
Manufacturer	Combustion Technologies USA, LLC	
Product Type	Fuel Canister with Head and Kit	
Micron Rating	3 Microns	
Replacement Canister	CT-51110D	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

in fo@capital filtrations.com



Combust CT-51110D Fuel Canister

\$47.49

Replacement Canister



Part Number	Description
CT-51110D	Fuel Canister

Specifications		
Brand Combust		
Manufacturer	Combustion Technologies USA, LLC	
Product Type	Fuel Canister	
Media	Synthetic	
Total Contaminant Capacity	15 oz / 440 ml	
Micron Rating	3 Microns	
Size	12 inches	
Life Cycle	4 to 6 months	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

in fo@capital filtrations.com



Combust Oil Filter Canister with head and kit

\$1,040.25

The Combust Oil Canister with kit contains the necessary components for a quick and easy installation to your diesel applications.

The Combust CT-510SPC Canister uses an unrefined 3-micron coalescer media to remove abrasive particulates and emulsified water.

The kit includes a 75-gallon oil canister, mounting bracket, mounting hardware, 1-100 psi oil pressure gauge, gasket, hose, custom bypass aluminum head unit, and brass fittings.



Part Number	Description
CT-CBFK-2	Oil Canister with head and kit

Specifications		
Brand	Combust	
Manufacturer	Combustion Technologies USA, LLC	
Canister	CT-510SPC (11")	
Mounting Bolts	3/8"x 1.5"	
Brass Fittings	1/4" NPT x 4 MJIC	
Flange Bolts	3/8"x 3/4"	
Micron Rating	3 Microns	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

in fo@capital filtrations.com



Combust CT-510SPC Oil Canister

\$87.40

The Combust Oil Canister is proven to provide 3-micron filtration to protect against engine wear, oil degradation, acidity, rust, and corrosion.

This simple no wire spin-on canister holds up to 75 gallons of newly refined oil without interfering with additive packages. Combust Oil Canisters work in conjunction with your full flow filter to increase equipment life, minimize downtime expenses, reduce emissions by removing soot, and extend oil change intervals.

The aluminum anodized body makes it suitable for all environments and offers long lasting durability.



Part Number	Description
CT-510SPC	Oil Canister

Specifications		
Brand	Combust	
Manufacturer	Combustion Technologies USA, LLC	
Canister	CT-510SPC (11")	
Housing	Aluminum	
Size	75 gallons	
Life Cycle	4 to 6 months	
Media	Synthetic	
Micron Rating	3 Microns	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

in fo@capital filtrations.com



Combust CT-CVXXX Fuel/Oil Vessel

\$1,044.05

Combust Filter Vessels polish and recycle fuel or oil for reduced oxidation and nitration with advanced filtering technology. This custom filtration vessel traps and removes abrasive sub-micron particulates and emulsified or freestanding water.

Vessels are available in custom sizes and the flow capacity can be adjusted to fit any need, whether you require several gallons per minute or hundreds. The patented organic cartridge does not filter out any fuel or oil additives while maintaining the required viscosity.



Part Number	Size	Description
CT-CVXXX	36"	Custom Vessel

*For customization, please call 833-407-2015.

Specifications		
Filter Media Organic Cellulose Fiber		
Uses	Heavy Equipment or Fuel Tanks	
Total Contaminant Capacity	Varies	
Cartridge Life	Varies	
Micron Rating	0.5 to 5 microns	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

 $in fo@\, capital filtrations.com\\$



Combust Replacement Cartridge for Vessel

\$46.50

2 Micron Particulate Replacement Cartridge for Combust Custom Vessel CT-CVXXX.

Types:

2 Micron Particulate:

5 Micron Particulate:

20 Micron Particulate:

2 Micron Water Removal:

5 Micron Water Removal:

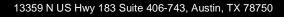
0.5 Micron Water Removal: \$128.16



Part Number	Size	Description
CT-718P02	18"	Replacement Cartridge

*For customization, please call 833-407-2015.

Specifications		
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	



info@capitalfiltrations.com



Combust CT-F1000 Bypass Oil Filter

\$736.25

The Combust filtration systems have been proven to extend oil drain intervals in diesel engines from 250 hours to over 1200 hours. Combust Filters offers the F250, F500, F1000, and F3000 units and can be installed on any diesel engine from a Perkins 3 cylinder to a CAT 3500 or CAT 3600 engine.

Oil drains have been extended to over 6000 hours using the F1000 model on Cat 3512 Natural Gas Engines. A process utilizing Combust F3000 on CAT 3516's with reciprocating compressors is currently extending oil drains to over 8000 hours.



Part Number	Size	Description
CT-F1000	50 to 100-gallon sumps	Bypass Oil Filter

Specifications		
Housing	Aluminum	
Filter Media	Organic Cellulose Fiber	
Uses	Heavy Equipment	
Replacement Cartridge	CT-HY4004	
Cartridge Life	4 to 6 months	
Micron Rating	3 microns	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

 $in fo@\, capital filtrations.com\\$



Combust CT-HY4004 Replacement Cartridge

\$75.95

Replacement Cartridge for Combust CT-CF1000 Bypass Oil Filter.



Part Number	Size	Description
CT-HY4004	50 to 100-gallon sumps	Replacement Cartridge

Specifications		
Filter Media	Organic Cellulose Fiber	
Uses	Heavy Equipment	
Replacement for filtration system	CT-F1000	
Cartridge Life	4 to 6 months	
Micron Rating	3 microns	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

 $in fo@\, capital filtrations.com\\$



Filtakleen FIL-358 W Bypass Oil Filter

\$464.55

The Filtakleen FIL-358 W Bypass Oil Filter is designed to be used in conjunction with the main inline filter. The unit continuously filters a percentage of the oil, typically 10%, in the circuit which means it can provide additional filtration to a much finer tolerance than the particulate filter. This greatly prolongs the life of both the oil and the main filter itself.

The filter housing is manufactured as a one-piece aluminum anodized body that is powder-coated, making it suitable for all environments, and offering total durability. The lid is secured by a single high tensile bolt which makes lid removal and filter changing quick and easy. The lid houses a quad ring seal giving completely leak-proof sealing.



Part Number	Size	Description
FIL-358 W	6 Quarts	Bypass Hydraulic Oil Filter

*Does not replace your Primary Filter. It is a secondary filtration system.

	Specifications
Filter Media	Cellulose fiber, cardboard, and nylon
Uses	Hydraulic Equipment
Applications	Trucking, Industrial and Marine engines
Model Compatibility	Universal
Replacement Cartridge	FIL-C58
Cartridge Life	Varies
Micron Rating	1 micron
Working Pressure	100 psi
Contaminant Reduction	Removes 100% of water and solid particulates
Warranty	1- year manufacturer

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

info@capitalfiltrations.com



Filtakleen FIL-C58 Replacement Cartridge

\$30.35

Replacement Cartridge for Filtakleen FIL-358 W Bypass Oil Filter



Part Number	Size	Description
FIL-C58	6 Quarts	Replacement Cartridge

Specifications		
Filter Media	Cellulose fiber, cardboard, and nylon	
Uses	Hydraulic Equipment	
Applications	Trucking, Industrial and Marine engines	
Model Compatibility	Universal	
Replacement Cartridge for	FIL-358 W Bypass Oil Filter	
Cartridge Life	Varies	
Micron Rating	1 micron	
Working Pressure	100 psi	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

 $in fo@\, capital filtrations.com\\$



Filtakleen FIL-668 R Bypass Oil Filter

\$486.40

The Filtakleen FIL-668 R Bypass Oil Filters are simple 5 minutes "no mess" operation without any requirements to tie up the valuable pit, mechanic, or workshop facilities. On average, major transport operators change oil/oil filters 5 to 8 times a year, and some heavy users as often as once a month.

However, once you've installed a Filtakleen system – it will allow you to operate up to 160,000km/96,000miles before making main oil filter changes with complete operational reliability.



Part Number	Size	Description
FIL-668 R	5 gallons (20 quarts)	Bypass Hydraulic Oil Filter

*Does not replace your Primary Filter. It is a secondary filtration system.

Specifications		
Housing	Powder-coated anodized aluminum	
Filter Media	Cellulose fiber, cardboard, and nylon	
Uses	Hydraulic Equipment	
Replacement Cartridge	FIL-C68	
Cartridge Life	3,000 miles or 3 months	
Micron Rating	1 micron	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

info@capitalfiltrations.com



Filtakleen FIL-C68 Replacement Cartridge

\$33.20

Replacement Cartridge for Filtakleen FIL-668 R Oil Filter



Part Number	Size	Description
FIL-C68	Up to 12 gallons	Replacement Cartridge

Specifications		
Filter Media	Cellulose fiber, cardboard, and nylon	
Applications	Hydraulic Equipment	
Contaminant Holding Capacity	13 oz / 390 ml	
Replacement Cartridge for	FIL-668 R Bypass Oil Filter	
Cartridge Life	9,000 miles or 3 months	
Micron Rating	1 micron	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

 $in fo@\, capital filtrations.com\\$



Filtakleen FIL-878 Bypass Oil Filter

\$616.55

The Filtakleen FIL-878 Bypass Filter decreases engine wear and corrosion by removing fine particulates down to 1 micron in size and 100% of water to assist in the reduction of soot, carbon, and acid build-up.

This unit safely extends oil life by as much as 5 times longer in-between oil changes to increase the life of full-flow filters and the machinery. Filtakleen FIL-878 increases fuel efficiency by as much as 3% and effectively reduces emissions.



Part Number	Size	Description
FIL-878	Up to 12 gallons	Bypass Hydraulic Oil Filter

*Does not replace your Primary Filter. It is a secondary filtration system.

Specifications		
Housing	Powder-coated anodized aluminum	
Filter Media	Cellulose fiber, cardboard, and nylon	
Uses	Hydraulic Equipment	
Replacement Cartridge	FIL-C78	
Cartridge Life	9,000 miles or 3 months	
Micron Rating	1 micron	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

info@capitalfiltrations.com



Filtakleen FIL-C78 Replacement Cartridge

\$37.95

Replacement Cartridge for Filtakleen FIL-878 and FIL-HY778 Filters



Part Number	Size	Description
FIL-C78	Up to 12 gallons	Replacement Cartridge

Specifications		
Filter Media	Cellulose fiber, cardboard, and nylon	
Applications	Hydraulic Equipment	
Contaminant Holding Capacity	13 oz / 390 ml	
Replacement Cartridge for	FIL-878 and FIL-HY778	
Cartridge Life	9,000 miles or 3 months	
Micron Rating	1 micron	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

info@capitalfiltrations.com



Filtakleen FIL-988 Bypass Oil Filter

\$759.05

The Filtakleen Bypass Oil filter is an ultra-fine 1-micron bypass filtration system suitable for use with a wide range of equipment. It provides the best possible filtration protection against system wear, oil degradation, rust, and corrosion.

While integrated with the equipment full-flow filter, the Filtakleen Bypass Oil Filter typically filters all the oil in the system several times an hour, so the system continuously receives analytically clean oil.



Part Number	Size	Description
FIL-988	Up to 25 gallons	Bypass Hydraulic Oil Filter

*Does not replace your Primary Filter. It is a secondary filtration system.

Specifications		
Housing	Powder-coated anodized aluminum	
Filter Media	Cellulose fiber, cardboard, and nylon	
Uses	Hydraulic Equipment	
Replacement Cartridge	FIL-C88	
Cartridge Life	15,000 miles or 3 months	
Micron Rating	1 micron	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

 $in fo@\, capital filtrations.com\\$



Filtakleen FIL-HY778 Bypass Hydraulic Filter

\$1,072.55

Filtakleen Bypass Oil Filters have been proven to work by safely extending oil drain intervals up to 5 times longer and allowing the oil to stay immaculate during this extended time. Lube Analysis has proven the bypass filters to be one of the best on the market today.

This filter helps prolong oil, fuel, and hydraulic oil with operational safety. Engine oil and fuel will have reduced soot, oxidation, nitration, and emissions while maintaining the required oil viscosity and TBN for proper engine component lubrication.

The Filtakleen Bypass Hydraulic Filters replenishes fluids using a 1-micron cellulose fiber cartridge to permanently maintain ISO levels at 14/11 H2O = < 0.05%.



Part Number	Size	Description
FIL-HY778	Up to 25 gallons	Bypass High-Pressure Hydraulic Oil Filter

*Does not replace your Primary Filter. It is a secondary filtration system.

Specifications		
Housing	Powder-coated anodized aluminum	
Filter Media	Cellulose fiber, cardboard, and nylon	
Uses	Medium-Duty Hydraulic Equipment	
Replacement Cartridge	FIL-C78	
Cartridge Life	9,000 miles or 3 months	
Micron Rating	1 micron	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

 $in fo@\, capital filtrations.com\\$



Filtakleen FIL-HY788 Bypass Hydraulic Filter

\$1,329.05

Filtakleen Bypass Oil Filters have been proven to work by safely extending oil drain intervals up to 5 times longer and allowing the oil to stay immaculate during this extended time. Lube Analysis has proven the bypass filters to be one of the best on the market today.

This filter helps prolong oil, fuel, and hydraulic oil with operational safety. Engine oil and fuel will have reduced soot, oxidation, nitration, and emissions while maintaining the required oil viscosity and TBN for proper engine component lubrication.

The Filtakleen Bypass Hydraulic Filters replenishes fluids using a 1-micron cellulose fiber cartridge to permanently maintain ISO levels at 14/11 H2O = < 0.05%.



Part Number	Size	Description
FIL-HY788	Up to 100 gallons	Bypass High-Pressure Hydraulic Oil Filter

*Does not replace your Primary Filter. It is a secondary filtration system.

Specifications		
Housing	Powder-coated anodized aluminum	
Filter Media	Cellulose fiber, cardboard, and nylon	
Uses	Heavy-Duty Hydraulics	
Replacement Cartridge	FIL-C88	
Cartridge Life	15,000 miles or 3 months	
Micron Rating	1 micron	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

info@capitalfiltrations.com



Filtakleen FIL-C88 Replacement Cartridge

\$53.15

Replacement Cartridge for Filtakleen FIL-988 and FIL-HY788 Filters



Part Number	Size	Description
FIL-C88	Up to 100 gallons	Replacement Cartridge

Specifications		
Filter Media	Cellulose fiber, cardboard, and nylon	
Applications	Hydraulic Equipment	
Contaminant Holding Capacity	15 oz / 450 ml	
Replacement Cartridge for	FIL-988 and FIL-HY788	
Cartridge Life	15,000 miles or 3 months	
Micron Rating	1 micron	
Contaminant Reduction	Removes 100% of water and solid particulates	
Warranty	1- year manufacturer	

13359 N US Hwy 183 Suite 406-743, Austin, TX 78750

info@capitalfiltrations.com





ABOUT US





Capital Filtrations Inc supplies unmatched aftermarket self-recycling filtration systems to combat emissions and other harmful air particulates caused by dirty oil and fuel in your equipment.

As we offer various Automotive Parts and Components, each product category completes its job by reducing waste filters in the landfill, providing clean energy and ecological solutions to selected applications, safe recycling methods for used fuel or oil, and overall cost-effectiveness.

Our Bypass Filters use unrefined "organic" coalescer cellulose media that continuously cycles lubricants and fuel for periodic polishing without interfering with any additives. While industries move across the "Green Standard," the Bypass Filters adhere to stringent ISO regulations by drawing out Nitrogen Oxides, Hydrocarbons, Methane, and Carbon Dioxide that lays dormant in fuel/oil from the transfer.



Combust Bypass Filtration Systems

Combust Filters use WaterGuard technology, a new patented filtration technology to remove liquid water and emulsified water from Hydraulic and Lubricating oil systems even if the oil has a high acid number or the fuel contains E-85 levels of alcohol. (This is something no other filter is reported able to do). Combust Filters have demonstrated their ability to restore contaminated hydraulic and industrial lubricating oils to a cleaner than new oil condition.

Combust bypass filters are designed to reduce rocks, chips, dust and condensation filter, oil, hydraulic fluid, transmission fluid, and diesel fuel found in a wide range of applications including Combustion Engines, Hydraulic Applications, Diesel Automatic Transmissions, Petroleum Diesel Fuels.

This new advancement allows just "one" type of Combust Filter to be used with hydraulic oils, lubricating oils, regular gasoline, diesel fuels, alcohol blended gasoline, and bio-diesels. By increasing the frequency of filter changes, the Filter acts as a monitor to alert maintenance managers when a water leak has developed and or that water can be causing alcohol separation to be taking place in the gasoline bulk storage tanks.

Combust Dispenser Filters will last four to six months before requiring a new element. Combust bypass filters are a low-cost proactive asset management maintenance tool. It aids long-term maintenances costs while providing short-term savings for oil, OEM filters, and minimizing diesel truck downtime. Since the Combust bypass filter polishes lubricants and diesel fuel at an exceptionally low flow rate, installing the bypass filter will not impede the OEM filter's operation.





The Combust Bypass Fuel Filter is the same thing as a Bypass Oil Filter. Instead, it cleans your fuel instead of the oil. It is not a replacement for your system's full-flow filter, in fact, it acts as a personal assistant to filter out particulates down to 3 microns that the primary filter leaves behind.

This ingenious automated technology conceals and removes robust contaminants trapped in the fuel including free water with a 99.1% dirt holding capacity.

As a result, this new automated technology eliminates the worry of partial malfunction from clogged fuel injectors, tolerance erosion, engine distress, fuel degradation, or pressure loss.

Our Spin-On Fuel Filter can also be installed as an inline filter for fuel storage tanks. and used in conjunction with the Combust Bypass Oil Filter for maximum performance and engine longevity.

COMBUST CT-CBFK-2

The Combust Bypass Spin-On Oil Filter provides a consistent 3-micron filtration to all harmful wear metals and remove them in a single pass. Our bypass unit has an ISO 16889 rating of Bx(c)=200 (This Beta rating means that the filter traps 99.5% of all particles 3 microns or larger on each pass).

The Combust Bypass Oil Filters are engineered to eradicate solid and liquid compounds from the oil. The unified coalescing elements intercept and permanently capture submicron sediments to thicken and refine oil without deterring the inlet filter's effectiveness.



Filtakleen

Filtakleen Bypass Filters are designed to be used in conjunction with the primary filter. This system continuously filters 10% of the oil in the circuit, which means it can provide additional filtration to a much finer tolerance than the in-line Filter. This dramatically prolongs the life of both the oil and the primary filter itself.

The filter housing is manufactured as a one-piece aluminum anodized body that is powder-coated, making it applicable for all environments and offering total durability. The lid is secured by a single high tensile bolt, making the cover removable and the filter changing simple. The cap houses a quad ring seal giving it an utterly leak-proof sealing.

Filtakleen Filter Elements are made from a cellulose fiber-based tissue of pure pulp around a cardboard core. The cartridge is housed in a nylon stocking with an impressive brass ring to facilitate cartridge removal. The filter housing is fitted using an adjustable mounting bracket, which offers the installer a wide range of filter positions and fixing points. The filter is capable of filtering all types of oils with a viscosity range of 9-22cst. It is also suitable for use with other mediums bio-fuels and diesel-electric fluid.

The Filtakleen Bypass Oil filter is an ultra-fine 1-micron bypass filtration system suitable for use with a wide range of equipment. It provides the best possible filtration protection against system wear, oil degradation, rust, and corrosion. While integrated with the equipment full-flow filter, the Filtakleen Bypass Filter typically filters all the oil in the system several times an hour, so the system continuously receives analytically clean oil.

Engine Oil systems do not need manifold as they operate at a much lower pressure. The standard operating pressure of the Filter is approximately 5 bar. The manifold incorporates a pressure valve, which is factory set at 65psi/4.45bar. The

manifold has a test point for the attachment of fluid monitoring equipment. A pressure gauge is available as an option.

Filtakleen Bypass filtration units are suitable for industrial compressors, gasoline engines of all types, including for cars, pickups, and delivery trucks, and diesel engines of all kinds, including for pickups and delivery trucks and diesel engines for large delivery and over the road trucking, marine, construction, and mining applications.

WHAT ARE THE BENEFITS OF THE FILTAKLEEN BYPASS FILTRATION UNIT?

- An extension of oil drain and filter change intervals
- An improvement of oil cooling
- An increase of filtration quality extend engine life
- Efficient removal of small particles and soot
- Reduced cost of oil and full flow filters
- 90% less wear
- 1-micron filtration
- 100% water removal

HOW DOES THE FILTAKLEEN FILTER WORK?

Oil enters the Filter via the inlet point and passes up through the core of the filter. The oil then percolates slowly down the filter medium through the outlet and is returned to the system. Systems for hydraulic oils will have a pressure-reducing manifold fitted to the bottom of the filter body. This reduces the high-pressure of the hydraulic rating pressure of the Filter.

WILL INCREASED FILTRATION REMOVE ANY ADDITIVES FROM MY OIL?

The additives in oil are too fine to be removed from the oil by a bypass filtration system. The average oil additive is about .04 microns in size, and Filtakleen filters remove contaminants down to 1 micron in size.

Filtakleen bypass filters have been proven to work safely with extending oil drain intervals up to 5 times longer and allows the oil to stay super clean down to one 1-micron during this extended time. Lube Analysis has proven the bypass filters to be one of the best on the market today. This filter helps prolong oil, fuel, and hydraulic oil with operational safety. Engine oil and fuel will have reduced soot, oxidation, nitration, and emissions while maintaining the required oil viscosity and TBN for proper engine component lubrication.

FILTAKLEEN FIL-HY788 BYPASS OIL FILTER (HIGH-PRESSURE HYDRAULIC)



Filtakleen Bypass Hydraulic Oil Filters permanently maintain hydraulic oil at ISO 14/11 H20=<0.05%. The Filtakleen system can be either installed directly onto the machine or used as an off-line cleaning rig to purify the oil. The benefits to the oil and machine are two-fold: Ultra-fine Debris removal down to 1 micron which, is generally missed by the primary 10-micron filter.

This removal immediately cuts the risk of malfunctioning control valves and dramatically reduces the sandblasting erosion of the hoses and seals by fine particles.

FILTAKLEEN FIL-668 R BYPASS OIL FILTER (ENGINE OIL)

The Filtakleen Oil Bypass Filtration systems are simple 5 minutes 'no mess' operation without any requirements to tie up the valuable pit, mechanic, or workshop facilities. On average, major transport operators change oil/oil filters 5 to 8 times a year, and some heavy users as often as once a month.

However, once you've installed a Filtakleen system – it will allow you to operate up to 160,000km/96,000miles before making main oil filter changes with complete operational reliability.









The manufacturer Combustion Technologies USA and CleanBoost LLC warrant all products to be free from defects in workmanship and materials, under regular residential use and conditions, for a period of one (1) year for the original invoice date. Shipping and handling fees are to be paid for by the customer.

The manufacturer agrees, at its option during the warranty period, to repair defect in material or workmanship or to furnish a repaired or refurbished product of equal value in exchange without charge except for a fee for shipping, handling, packing, return postage, and insurance which will be incurred by the customer.

Such repair or replacement is subject to verification of the defect or malfunction and proof of purchase, as confirmed by showing the model number on the original dated sales receipt.

Warranty Limitations:

This warranty does not include:

- Wear, rental, trade or commercial use
- Incorrect or inadequate maintenance or care
- Misuse, abuse, negligence, accidents or shipping damage
- Buyer's remorse
- Damage incurred during transportation or maintenance

Claims Procedures:

Claims for defective merchandise must be made within (1) year from the invoice date. Claims for missing parts must be made within (60) calendar days after the merchandise is received. Any claim for defective merchandise returns must be packed in original packaging.

We reserve the right to specify that items be returned to the original warehouse for inspection or be inspected by our representative in the field. Pictures are required to claim defective merchandise, along with a copy of the original invoice. If the claim is justified, the item(s) or part(s) will be repaired or replaced, or a credit will be issued. It is our policy to replace parts whenever possible.