



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 13, 2014

## INVITATION TO BID #190-2014

### Vehicle Equipment Installation for Police

Bid Opening Date: **November 21, 2014**

Bid Opening Time: **2:00 PM**

Address: 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **11/21/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications

Bid Security Required: \_\_\_ Yes  No *Cashier Check, Certified Check, Bid Bond (personal checks and company checks will not be acceptable).*

Performance Bond Required: \_\_\_ Yes  No

<input checked="" type="checkbox"/> Bid Specifications Met	<b>Check One:</b> ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> ___ days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ Yes <input checked="" type="checkbox"/> No		

Submitted by: 1ST RESPONSE TECHNOLOGIES LLC  
Firm Name  
1101 BEAUMONT CENTRE LN #20206  
Address  
LEXINGTON, KY 40513  
City, State & Zip

Bid must be signed:  
(original signature)

[Signature] OWNER  
Signature of Authorized Company Representative – Title  
CHRISTOPHER HARRIS  
Representative's Name (Typed or printed)  
859-327-1107  
Area Code - Phone - Extension Fax #  
1STRESPONSE@TWC.COM  
E-Mail Address

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

**AFFIDAVIT**

Comes the Affiant, 1ST RESPONSE TECHNOLOGIES and after being first duly sworn under penalty of perjury as follows:

1. His/her name is CHRIS AARIS and he/she is the individual submitting the bid or is the authorized representative of 1ST RESPONSE TECHNOLOGIES LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 2014.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

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

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

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

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

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

#### Key Benefits

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

### **B. GREEN SEAL CERTIFIED PRODUCTS**

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

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

### **C. GREEN COMMUNITY**

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

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

Yes  No

## EQUAL OPPORTUNITY AGREEMENT

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### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that It is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

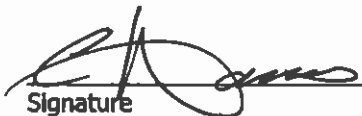
### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

  
Name of Business

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. 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.
19. 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.

  
Signature

11/18/14  
Date

**PART LABELING:** Each Graphic Panel is to be labeled as to vehicle side and position as applicable (i.e. Driver Side Front Fender)

**"SPARE PARTS"** are to be packaged separately, such as all right front fenders packaged together.

**INSTALLATION INSTRUCTIONS:** Detailed installation instructions are to be provided showing step by step procedures, including pictorial views to aid in proper installation techniques.

**DELIVERY:** Not more than 30 Days after receipt of order

**GENERAL INFORMATION:** Photographs of current decal kit are available. Bidders may inspect a patrol car to verify color and sizes by contacting the LFUCG Division of Police - Fleet Liaison. IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO VIEW THE DECAL ON THE VEHICLE, SAMPLE PACKAGES WILL NOT BE MAILED OUT.

**Pricing Information:**

Vendors must submit their pricing using the table below:

Installation of LFUCG Provided Equipment				
Item #	Description	Notes	Price	Unit
1	Complete Installation of LFUCG Provided Vehicle Equipment	Installation of All LFUCG Provided Patrol Vehicle & Emergency Equipment	\$ 1193.90	Each
2	Days of Completion		5	Days
Installation of Vendor Provided Graphics				
Item #	Description	Notes	Price	Unit
3	Complete Graphics Kit for 2014 Ford Police Interceptor, current year or newer	Unit Price for Graphics Kit Only, Installation Cost Not Included	\$ 893.50	Each
4	Front Bumper/Corners (DS or PS) - For any quantity	Unit Price for Graphics Item Including Installation Cost	70.00 \$ <del>45.00</del>	Each
5	Front Fender (DS or PS) - For any quantity	Unit Price for Graphics Item Including Installation Cost	70.00 \$ <del>45.00</del>	Each
6	Front Door (DS or PS) - For any quantity	Unit Price for Graphics Item Including Installation Cost	75.00 \$ <del>50.00</del>	Each
7	Rear Door (DS or PS) - For any quantity	Unit Price for Graphics Item Including Installation Cost	75.00 \$ <del>50.00</del>	Each

8	Rear Fender (DS or PS) - For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 95.00	Each
9	Rear Bumper Corners (DS or PS) - For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 45.00	Each
10	Trunk Lid - For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 100.00	Each
11	Police Shield - For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 25.00	Each
12	Police Shield Emblem with Magnetic Backing - For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 40.00	Each
13	Windshield Graphic- For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 30.00	Each
14	LEXINGTON Panel- For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 35.00	Each
15	Unit Number Panels (4-digit, pre-spaced)- For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 22.00	Each
16	Unit Number (Single digits) - For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 13.00	Each
17	Roof Number Panels(4-digit, pre-spaced) - For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 50.00	Each
18	Roof Numbers (Single-digit) - For any quantity	Unit Price for Graphics Item Including Installation Cost	\$ 20.00	Each
19	Installation for Complete Graphics Kit(Item #1) for 2014 Ford Police Interceptor	Installation Price Only, Graphics Kit Price Not Included	\$ 400.00	Each
20	Removal of Graphics w/ Installation	Removal Price Only	\$	Each
22	Days of Completion		2	Days