

Lexington-Fayette Urban County Government

Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing Date of Issue: April 13, 2017

INVITATION TO BID #64-2017 Automotive & Truck Parts — Heavy Duty

	April 27, 2 200 East M	Bid O Iain Street, 3 rd Floor, Room 338, Lexington, Kentucky 40507	pening Time: 2:00 PM
Type of Bid:	Price Cont	ract	
_	N/A N/A	Pre Bid Time:	N/A
		office of the Division of Central Purchasing, 200 East Main Street, Lexing Z. Bids must be <u>received</u> by the above-mentioned date and time. Malled	
		Division of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3320	
bove. Bids that are	not delive	nty Government assumes no responsibility for bids that are not address red to the Division of Central Purchasing by the stated time and cany name and address, bid invitation number, and the name of the bid on	late will be rejected. All bids
3lds are to include all sh	ripping costs	to the point of delivery located at: 669 Byrd Thurman Drive	
3ld Security Required:	—	es X_No Cashier Check, Certified Check, Bid Bond (Personal checks and co	mpany checks will not be acceptable).
Performance Bond Requ	uired:	'es <u>X</u> No	
Bid Specificat	ions Met _	Check One: Exceptions to Bld Specifications. Exceptions shall be itemized and attached to bid proposal submitted.	Proposed Delivery:
		Lexington-Fayette Urban County Government may be using Procurement ments. Will you accept Procurement Cards? Yes	Cards to purchase goods
Subn	nitted by:	CLARKE POWER SERVICES 140 FIRM Name 401 TRIPORT RD	
Bid must be (original signa	_	Address City, State & Zip City, State & Zip Account Manager of Authorized Company Representative - Title TODD GREABACH Representative's Name (Typed or printed) 859-963-8518 Area Code - Phone - Extension Fax # TARABACH C MIRKE PST , COM F-Mail Address	

<u>AFFIDAVIT</u>				
Comes the Affiant, TODD GRESBACH and after being first duly sworn under penalty perjury as follows:				
1. His/her name is TODD GRESBACH and he/she is the Individual submitting the bid or is the				
authorized representative of CLARICE POWER SERVICES INC.				
the entity submitting the bid (hereinafter referred to as "Bidder")				
Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time to bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fee during the life of the contract.				
 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 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.				
Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky with 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.				
Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Coo of Ordinances, known as "Ethics Act."				
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstance described by a statute or ordinance defining an offense, that a person is aware or should have been aware that he conduct is of that nature or that the circumstance exists. Further, Affiant sayeth naught.				
STATE OF KENTVCKY				
COUNTY OF FAYETTE				
The foregoing instrument was subscribed, swom to and acknowledged before me by Todd Greekach on this the 3rd day				
of <u>////</u> , 2017.				
My Commission expires: 9/26/2020 Hamila J. Grashach # 563393				
NOTARY PUBLIC, STATE AT LARGE				

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

If your company is the successful bidder on this Invitation For Bld, 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____

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 Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature Signature

Name of Business

TOVER STRVICES MC.

- 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, sults 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

Marle

Date

4.3-2017

- 2.5.3 Contract vendor cannot deliver in required time.
- 2.6 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.
- 2.7 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 48 hours for any purchase that requires a core exchange.
- 2.8 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.

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 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.

	Parts	Manufacturer (Brand)	Price Level
4.0	ENGINE PARTS		List minus a percentage or cost plus
4.1	Pislons, pislon pins, piston rings, camshafts, valves, lifters, pushrods, bearing inserts, liming chains, sprockets, oil pumps, motor mounts, etc.	DETROIT/ MORCEDES-BENZ	LIST-20%
4.2	In-frame kits, camshafts, valve gear, fuel injection parts, engine management parts, oil, fuel, and water pumps (diesel applications)	DETROIT/ NETCHTES-PAUZ	6157-20%
4.3	Engine gaskets, gasket sets (gas & diesel applications)	DETERCEDES RENVE	L157-20%
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 plns, etc.		
6.2	Coil Springs		

TI.	1	1	1
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		
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	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 atternators		
11.6	Charging System Parts: voltaga regulators, diode packs, etc.		
12.0	FUEL SYSTEM PARTS	N10 01	
12.1	Injection pumps	MERCEDES -BEYZ	6157 -20%
12.2	Fuel injectors	DETROIT SEARCH	LIST-20%
13.0	COOLING SYSTEM PARTS	1	
13.1	Waler Pumps	MIRETURS-KINE	L15T-20%

13.2	Radiators (new, complete, OEM style)		
13.3	Thermostats		
13.4	Coolant Hose: Straight radiator hose, molded hose, heater hose, including sillcone		
13.5	Fan Bells		
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 molors		
15.3	Windshleld wiper blades, arms, refills, washer pumps		
15,4	Miscellaneous automotive hardware Ilne 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.	TRANSMUSSIONI FLUID - TRANSMUD	LIST-20%
15.5	Non-Categorized: Enler any lines here you wish to offer for which no appropriate category exists on this form.	l	
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 Altison automatic transmissions	WELLER AUTHOR- 128D ALLISONI TRANSMISSION	115T-20%



TODD SLATIN DIRECTOR CENTRAL PURCHASING

Addendum #1

Bid Number: Bid 64-2017

Subject: Automotive & Truck Parts – Heavy Duty

Date: April 26, 2017
Please address inquiries to:

Debra Bright (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following changes to the above referenced specifications:

See attached guidelines for Vehicle Equipment Installation.

The bid specs erroneously listed the opening date April 27, 2017; however the bid will be opened May 8, 2017 at 2:00PM.

Todd Slatin, Purchasing Director Division of Central Purchasing

All other terms and conditions of the Proposal and specifications are unchanged.

This letter should be signed, attached to and become a part of your Proposal.

PROPOSAL OF:

.____

SIGNATURE OF BIDDER:



TODD SLATIN DIRECTOR CENTRAL PURCHASING

Addendum #2

Bid Number: Bid 64-2017

Subject: Automotive & Truck Parts

Heavy Duty

Date: May 2, 217

Please address inquiries to:

Debra Bright (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following changes to the above referenced specifications:

Please disregard (See attached guidelines for Vehicle Equipment Installation) located on Addendum #1

Todd Slatin, Purchasing Director Division of Central Purchasing

Todd Slatu

All other terms and conditions of the Proposal and specifications are unchanged.

This letter should be signed, attached to and become a part of your Proposal.

PROPOSAL OF:

ADDRESS: _

SIGNATURE OF BIDDER: