

## Bid 94-2023 Pro Air Midwest Supplier Response

#### **Event Information**

Number: Bid 94-2023

Title: Breathing Air Compressor for Mobile Use

Type: Competitive Bid

Issue Date: 7/31/2023

Deadline: 8/14/2023 02:00 PM (ET)

Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS

SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE.

#### **Contact Information**

Contact: Jessica Allinder Address: Procurement

Government Center Building

200 East Main Street Lexington 40507

Fax: (859) 2583322

Email: jallinder@lexingtonky.gov

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#### Ellettsville, IN 47429 Phone: (800) 245-0269 Email: bryan.goodall@proairmidwest.com Web Address: www.proairmidwest.com ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents. bryan.goodall@proairmidwest.com Bryan Goodall Email Signature Submitted at 8/7/2023 12:29:45 PM (ET) Response Attachments Lexington 94-2023.pdf Bid #94-2023 Signed Documentation. **Bid Attributes** Bid package Have you completed and attached your bid package? This is a contractual agreement and required for all bids. ✓ YES **Bid Lines**

Unit Price:

**Pro Air Midwest Information** 

Bryan Goodall

6256 Legacy Ln

MAKO Model KOEM7H-E3 OEM Compressor Package or equivalent

Quantity: 1 UOM: Each

Contact:

Address:

Response Total: \$57,000.00

Total:

\$57,000.00

\$57,000.00

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#### **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Procurement

Bid Opening Date: August 14, 2023

Date of Issue: July 31, 2023

Bid Opening Time: 2:00 PM

INVITATION TO BID #94-2023 Brea	thing Air Compressor for Mobile Use
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200 East Main Street, Lexington, Kentucky 40507

Гуре of Bid:	Firm Bid		
Pre Bid Meeting: Address:	Month XX, 2 XXXXXXXXX		(:XX xm
Sealed bids will ONL\ submitted/uploaded	Y be received on by the above-m	line at <a href="https://lexingtonky.ionwave.net/">https://lexingtonky.ionwave.net/</a> until <a href="mailto:2:00 PM">2:00 PM</a> , prevailing local time entioned date and time.	e on <b>08/14/2023</b> . Bids must be
3ids are to include al	ll shipping, hand	ling and associated fees to the point of delivery located at: XXXXXXXXXX,	Lexington, KY 405XX
Bid Spec	cifications Met _ posal submitted.	Check One:  Exceptions to Bid Specifications. Exceptions shall be itemized and	Proposed Delivery:days after acceptance of bid.
		e Lexington-Fayette Urban County Government may be using Procurement nts. Will you accept Procurement Cards?	Cards to purchase goods and No
Si	ubmitted by:	Pro AIF Midwest, LL Firm Name OSG W Legacy LN Address Elletts ville IN, 47429 City, State & Zip	?
Bid must (original si	t be signed: ignature)	Signature of Authorized Company Representative – Title  Bryan England  Representative's Name (Typed or printed)  Area Code - Phone – Extension Fax #  E-Mail Address	mdwst, com

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

A GOODALIT	
Comes the Affiant, Dryph Cooff, and after being first duly sworn under penalty of perjury as follows:	
1. His/her name is Byan Gooda // and he/she is the individual submitting the bid or is the	
authorized representative of Pro His Midwlst, 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.	
<ol> <li>Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.</li> </ol>	
4. Bidder has authorized the Division of Procurement 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.	
Turcher, Amaric Sayear Haught.	
STATE OF INDIANA	
COUNTY OF MONROE	
The foregoing instrument was subscribed, sworn to and acknowledged before me	
by RODDALL on this the 4th day	
of AUGUST, 2023	1
My Commission Expires  My Commission Expires  May 27, 2027  Commission Number NP072046	

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 <a href="https://www.Energystar.gov">www.Energystar.gov</a>). 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 <a href="www.Greenseal.org">www.Greenseal.org</a> 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 V No\_\_\_\_

#### II. Bid Conditions

- 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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

- 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.

Mame of Business

21.	If any term or provision of this bi contract shall remain in full force a	id contract shall be	found to be illegal or vision shall be deemed	unenforceable, the restricken.	emainder of the
	Signature		8-4-2 Date	9	

WORKFORCE ANALYSIS FORM

Name of Organization: Pro AIN Molwes

Categories	Total	White (Not Hispanic or Latino)		Hispani c or Latino		Black or African- American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic		Asian (Not Hispani c or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispani c or Latino		Total	
		М	F	М	F	М	F	M	F	М	F	М	F	М	F	M	F
Administrators	1		1														1
Professionals	1	1														1	夢
Superintendents																	
Supervisors	1	1														1	
Foremen																	
Technicians	6	4														0	
Protective Service	-																
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenanc																	
Total:																	

Prepared by: Bryan Goods 11 President
(Name and Title)

ate: 8 4 1 0

Revised 2015-Dec-15



### LFUCG MWDBE PARTICIPATION FORM 94. 2023 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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.** 

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract		
1.	4					
2.						
No Sub	Contrad	Hors will be	- used			
by Pro	Ale	Midwest				
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

Data

Company Representative

Title

- 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.

Signature

Date

# **Standard Remote CMM Panel**









