





# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: May 12, 2015

## INVITATION TO BID #65-2015

### Automotive & Truck Parts – Heavy Duty

**Bid Opening Date:** May 27, 2015 **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 **5/27/2015**. 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: 669 Byrd Thurman Drive, Lexington KY 40510

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> 10 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Submitted by: CLARKE POWER SERVICES INC.  
Firm Name

401 TRIPORT ROAD  
Address  
GEORGETOWN KY 40324  
City, State & Zip

**Bid must be signed:**  
(original signature)  
TODD GRESBACH Account Manager  
Signature of Authorized Company Representative – Title

TODD GRESBACH  
Representative's Name (Typed or printed)  
(502) 867-0800 (502) 570-8846  
Area Code - Phone - Extension Fax #

TGRESBACH@CLARKEPSI.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, TODD GRESBACH, and after being first duly sworn under penalty of 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 CLARKE POWER SERVICES INC, 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.

Todd Gresbach

STATE OF

KENTUCKY

COUNTY OF

FAYETTE

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

by Todd Gresbach on this the 26 day of May, 2015.

My Commission expires:

9/19/2016

Pamela J. Gresbach #474024

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

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 1 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 1 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 360 days of the Procurement Contract. After 360 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 year. 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. Procurement Level Contract
- 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.
- F. 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.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

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.

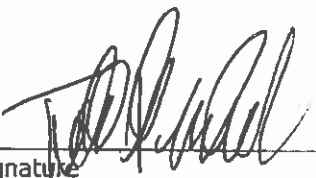
Bidders

*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

5/13/15  
\_\_\_\_\_  
Date

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
<b>4.0</b>	<b>ENGINE PARTS</b>		<i>List minus a percentage or cost plus</i>
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)	/	/
<b>5.0</b>	<b>DRIVELINE PARTS</b>		
5.1	Clutch discs, pressure plates.	SPICER	COST + 20%
5.2	Universal Joints, yokes, driveline hardware.	SPICER	
5.3	Power take-off gearboxes, PTO gears and parts.	MUNCIE	COST + 20%
<b>6.0</b>	<b>SUSPENSION AND STEERING PARTS</b>		
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	MONROE & GABRIEL	COST + 20%
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	<b>SEALS, BEARINGS</b>		
7.1	Seals - This category is for full coverage seal lines such as Chicago Rawhide, National, Stemco, etc.	STEMCO	COST + 20%
7.2	Bearings - This category is for full coverage bearing lines such as Bower/BCA, Federal Mogul, Timken, etc.	TIMKEN	COST + 20%
8.0	<b>WHEELS</b>		
8.1	Wheels, rims, lock rings - medium & heavy truck	/	/
9.0	<b>BRAKE PARTS</b>		
9.1	<i>Medium and Heavy Truck</i>		
9.1.1	Lined brake shoes, disc brake pads	MERITOR, ALUMINE	COST + 20%
9.1.2	Brake drums, disc brake rotors	/	/
9.1.3	Hydra-boost units	/	/
9.1.4	Air Brake Parts: air compressors	BENDIX	COST + 20%
9.1.5	Air Brake Parts: brake chambers	ALUMINE	COST + 20%
9.1.6	Air Brake Parts: slack adjusters	MERITOR	COST + 20%
9.1.7	Air Brake Parts: governors, valves, repair kits, plumbing hardware, pre-assembled brake hose, driers, etc	BENDIX	COST + 20%
10.0	<b>EXHAUST SYSTEM PARTS</b>		
10.1	Mufflers, exhaust pipes, tail pipes, clamps, hangers, exhaust hardware and accessories: heavy-duty	/	/
11.0	<b>ELECTRICAL PARTS</b>		
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	Charging System Parts: voltage regulators, diode packs, etc.	/	/
12.0	<b>FUEL SYSTEM PARTS</b>		
12.1	Injection pumps	/	/
12.2	Fuel injectors	/	/
13.0	<b>COOLING SYSTEM PARTS</b>		
13.1	Water Pumps	/	/

13.2	Radiators (new, complete, OEM style)	ACTIVE	COST + 20%
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	<b>HEATING AND AIR CONDITIONING PARTS</b>		
14.1	A/C compressors, clutches, evaporators, valves, driers, etc.	/	/
14.2	Blower motors, switches, resistors, etc.	/	/
14.3	Heater cores (new)	/	/
15.0	<b>MISCELLANEOUS PARTS</b>		
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.	/	/
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15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.	/	/
17.0	<b>EXCHANGE ENGINES/TRANSMISSIONS</b>	please indicate brand name and warranty terms	/
17.1	Remanufactured engine assemblies	REVIVA 1 YEAR PARTS & LABOR	COST + 20%
17.2	Remanufactured Allison automatic transmissions	WEUETT 2 YEAR PARTS & LABOR	COST + 20%