

11/03/2011

Resolution

490-2011

RESOLUTION NO. 490 -2011

A RESOLUTION ACCEPTING THE BID OF S & S TRUCK TIRE CENTER, ESTABLISHING A PRICE CONTRACT FOR TRUCK TIRE RETREADING, FOR THE DIVISION OF FACILITIES AND FLEET MANAGEMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of S & S Truck Tire Center, establishing a price contract for truck tire retreading, for the Division of Facilities and Fleet Management, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: November 3, 2011

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

Bid # 105-2011

Buyer: D Bright

CENTRAL PURCHASING

Date Received

Bid
☒ PCT
Unit Price Bid
☐ Contract Included

10/05/11

Advertising Date
10/19/11

Assigned To

Opening Date

BID TITLE: Truck Tire Retreading



	<u>VENDOR</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
1.	S&S Truck Tire Center	Lexington, KY	PCT
2.			
3.			
4.			
5.			
6.			

☒ Low Responsive Bid ☐ Non-Low Bid ☐ Walk-On ☐ 2 Readings
☐ Low Responsive Bid (Multiple Awards)

of Bids Submitted 2 PCT Recommended Bid Amount

BUDGET/ACCOUNTING

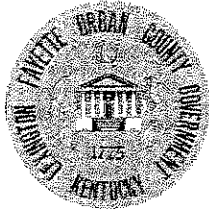
<u>Fund</u>	<u>Department</u>	<u>Section</u>	<u>Account</u>	<u>Project</u>	<u>Bud Ref</u>	<u>Amount</u>	<u>Account & Available Budget</u>

 
Authorized Signature: Central Purchasing Date Forwarded 10/20/11 Authorized Signature: Budgeting Date Forwarded 10/21/11

CHIEF ADMINISTRATIVE OFFICER


Approved _____
Authorized Signature _____ Date Forwarded _____

WHEN APPROVED, FORWARD COPY OF RESOLUTION TO DIVISION OF CENTRAL PURCHASING



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

Addendum #1

Bid Number: Bid 105-2011
Subject: Truck Tire Retreading

Date: October 10, 2011
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 the previous bid packet and use attached packet.

Brian Marcum, 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: S & S Truck Tire Center

ADDRESS: 1316 Cahill Dr. / Lexington, Ky 40504

SIGNATURE OF BIDDER: [Handwritten Signature]

200 East Main Street • Lexington, KY 40507 • (859) 425-2255 • www.lexingtonky.gov

HORSE CAPITAL OF THE WORLD

INVITATION TO BID

Bid Invitation Number: #105-2011

Date of Issue: 10/5/2011

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 **10/19/2011**. 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, Rm 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 have the company name and address, bid invitation number, and the commodity/service 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 XXX No Performance Bond Required: Yes XXX No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

QTY	Commodity/Service
PCT	Truck Tire Retreading
	See specifications

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

Submitted by:

S & S TRUCK TIRE CENTER
Firm
1316 CAHILL DRIVE
Address
LEXINGTON, KY 40504
City, State & Zip

Signature of Authorized Company Representative - Title
Brad Saffell
Representative's Name (Typed or printed)
(859) 255-8931 **(859) 254-6207**
Area Code - Phone - Extension Fax #
bsaffell@sstire.com
E-Mail Address

Bid must be signed:
(original signature)

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

AFFIDAVIT

Comes the Affiant, Brad Saffell, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Brad Saffell and he/she is the individual submitting the bid or is the authorized representative of

S+S Track Tire Center,

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 Brad Saffell on this the 14 day of October, 2011.

My Commission expires:

4-20-12

Rebecca Hunt
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 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 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

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:

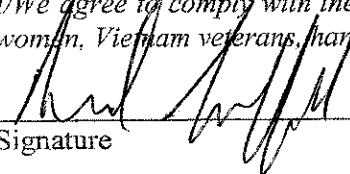
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

S+S Track Tire Center
Name of Business

RISK MANAGEMENT PROVISIONS

INSURANCE AND INDEMNIFICATION

A.

1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.
- OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

- 4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

- 4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-insured Associations will be considered.

- 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

- 4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

5.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00269962

COMPLY
YES/NO

1.0 SCOPE OF BID

1.1 This specification describes the **minimum** requirements for truck tire retreading service (precured tread), Bandag® or **equal** process. **Currently LFUCG uses the Bandag BRM tread.**

2.0 REQUIREMENTS

2.1 Certification - Copies of required certifications **shall** be submitted with bid and become an integral part of bid.

2.1.1 Bidder's plant **shall** be certified by the Tire Retreading Institute and **shall** have achieved an "A" rating. Certification **shall** be in effect at time of bid and must be maintained throughout the term of this contract.

2.1.2 Bidder **shall** be certified by the manufacturer of the retreading equipment and materials to be thoroughly trained and competent in the subject process.

2.1.3 LFUCG reserves the right to inspect bidder's plant, equipment, materials, records, and procedures relating to the fulfillment of the requirements of this specification prior to award of contract. If inspection reveals that bidder's plant, equipment, materials, records, or procedures are not of sufficient standard or if plant is judge to be operated or maintained in a less than professional and proper manner, this will be considered grounds for rejection of bid.

2.2 Service

2.2.1 Tires serviced under this contract **shall** be mounted. Tires **shall** be remounted on LFUCG rims and properly inflated prior to delivery. Every wheel/tire assembly serviced under this contract **shall** have a new valve stem installed with a double seal flow through valve cap. Acceptable valve caps are Schrader #1126, Dill #6541A, or Haltec #DS-1. Bid prices **shall** include pickup, demounting, repairs, mounting, and delivery.

2.2.2 The Division of Fleet Services requires a one week turn-around on retreaded tires with a scheduled, weekly delivery cycle. Typically Thursday morning. Tires **shall** be picked up and delivered on the same day of the week, every week. Retreaded tires are required to be delivered the week immediately following their pickup. LFUCG Fleet Service reserves the option to call before a scheduled pickup when used casings have excess accumulation in parts department. Casings can range from 5 to 30 a week on average, however there is no guarantee how many LFUCG Fleet Service will have each week. **In an attempt to keep LFUCG and vendor personnel injuries to a minimum, vendor shall have a delivery vehicle with a motorized lift gate to load and unload tires, with proper equipment installed for this purpose.**

2.3 Tread

2.3.1 At the present time LFUCG is recapping only 12R22.5 tires. The tread applied to 12R22.5 size tires **shall** have a tread pattern that has a **minimum** tread depth of 26/32". Tread depths **shall** be consistent throughout the finished tire. **All treads shall encapsulate the shoulder area of the tire such that the finished tire has an appearance similar to a new tire with no exposed seams or gaps (Bandag® BRM or equal).** Installed tread **shall** strictly adhere to the OE tire manufacturer's approved retread base width for the particular tire being retreaded.

2.4 Inspection

All tire casings processed for retreading **shall** be inspected using the "NDT" electronic process *and* a nondestructive ultrasound technique capable of detecting all of the following defects.

2.4.1 Air leaks of any kind

2.4.2 Separations of casing

2.4.3 Belt irregularities or breaks

2.4.4 Excessive moisture between plys

2.4.5 Other conditions which could render the casing unserviceable as follows:

2.4.5.1 Bead Damage - Damage to, or breaks, or kinks in bead wire.

2.4.5.2 Bead Sealing Area - Significant damage to or loss of material from the bead sealing area.

2.4.5.3 Buckling - Significant distortion or buckling of casing body.

2.4.5.4 Cord damage

2.4.5.5 Inner Liner - Any damage which would affect a tubeless casing's ability to retain appropriate air pressure.

2.4.5.6 Unrepairable sidewall damage.

2.4.5.7 Weather checking or cracking affecting the structural integrity of casing or allowing moisture absorption into the cord or bead area of casing.

2.5 Repairs

2.5.1 Bid price **shall** include any necessary repairs including punctures and section repairs. Repairs shall not be limited in number providing the integrity of the casing is preserved.

2.5.2 Only repair procedures expressly approved by the original tire manufacturer **shall** be employed. Your bid package **shall** contain an overview of repair procedures employed in your plant.

2.5.3 Contractor **shall** provide a list of rejected casings each week with a stated reason for rejection. Control number **shall** be included identifying each rejected casing. The Division of Fleet Service reserves the right to inspect any and all rejected casings. Rejected casings **shall** be returned to LFUCG Fleet Service.

2.5.3.1 When compared to past experience, the number of rejected casings is excessive, or if in the judgment of the Division of Fleet Services casings are being rejected to avoid compliance with section 2.5.1, this will be considered grounds for termination of the contract.

2.5.3.2 **Maximum** section repair limits.

Section repairs **shall** be limited to the following:

Tire Size	Sidewall Area	Crown Area
12R22.5	3/8" X 5 1/8" 3/4" X 4 3/8" 1" X 3 1/4" 1 1/2" X 3 3/4" 3/4" X 5"	1 1/2" X 1 1/2"

2.6 Documentation

In addition to records and/or documentation requirements specified elsewhere, verifiable and accurate records shall be maintained by the contractor to include the following:

1. Date each order is received into plant and date of actual retread
2. Permanent record of each casing retreaded with type and style of tread
3. Permanent record of each casing rejected with reason for rejection
4. Date of return to LFUCG Fleet Service.

2.6.1 Contractor **shall** furnish an annual report of retread activity including total number of casings retreaded, total number of rejected casings, synopsis of rejections (reason), and number of times rejected casings have been retreaded. Report is to cover period January 1 to December 31 and is due by the 2nd week of January.

2.6.2 All invoices **shall** contain contractor's assigned DOT code and a cross reference of work order numbers and tire control numbers. Invoices **shall** be computer generated, hand written invoices are not allowed.

2.6.3 All processed casings **shall** have contractors assigned DOT code followed by the date of retreading permanently affixed near the original DOT serial number.

3.0 WARRANTY

- 3.1 **Minimum** warranty requirements for all tires serviced under this agreement. Contractor is not expected to credit for the value of the original casing, only the cost of the provided retread/repair. **Stated warranty program will be strongly considered in evaluation of bids.** Program shall warrant against defects in workmanship and materials as follows:
- 3.2 A tire assembly that has failed under the terms of this warranty during the first ten percent of tread wear **shall** be credited at the full price of the retread.
- 3.3 A tire assembly that has failed under the terms of this warranty with 11 - 30% of tread wear **shall** be credited pro rata based on tread wear.
- 3.4 A retread or repair (not casing failures) that has failed under the terms of this warranty over 30% of tread wear but less than 2/32nds of tread depth **shall** be credited pro rata based on tread wear.

4.0 INSURANCE

4.1 Product Liability

- 4.1.1 Bidder **shall** submit proof of product liability insurance with bid and **shall** become an integral part of bid. Insurance coverage **shall** be not less than \$1,000,000 per occurrence with an additional \$1,000,000 umbrella coverage. Bidder's insurance **shall** be "occurrence type" coverage. "Claims made" type coverage will not satisfy this requirement.

4.2 Workers Compensation

- 4.2.1 Bidder **shall** submit proof of worker's compensation insurance with bid and **shall** become an integral part of bid. Insurance **shall** cover bidder's employee's when they are conducting business on LFUCG property.

5.0 PRICING

- 5.1 All prices quoted **shall** include all labor, materials, and transportation costs required to meet the requirements set forth herein.

5.1.1 Bid price for 12R22.5 recapped tire:

\$ 175.00 each.

6.0 EXCEPTIONS

- 6.1 All exceptions shall be listed on exception page only, attached to this bid specification. List paragraph number and exception taken.

EXCEPTION PAGE

[illegible]

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

11/17/09

PRODUCER

Wells Fargo Ins. Services
of Kentucky, Inc.
220 Lexington Grn Cir Ste 410
Lexington KY 40503-3330
(859) 273-6600

INSURED

S & S Firestone, Inc.; et al.
DBA S & S Tire
PO Box 55046
Lexington, KY 40555

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A Travelers Prop/Cas Co of Amer

COMPANY

B Liberty Mutual

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	Y6309291A505	11/01/09	11/01/10	GENERAL AGGREGATE \$ 2,000,000
X	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROF				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 500,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	Y8109291A505	11/01/09	11/01/10	COMBINED SINGLE LIMIT \$ 1,000,000
X	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
X	HIRED AUTOS				
X	NON-OWNED AUTOS				
A	GARAGE LIABILITY	6A9291A505	11/01/09	11/01/10	AUTO ONLY - EA ACCIDENT \$ 1,000,000
X	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$ 1,000,000
					AGGREGATE \$ 3,000,000
A	EXCESS LIABILITY	YSMCUP9291A505	11/01/09	11/01/10	EACH OCCURRENCE \$ 10,000,000
X	UMBRELLA FORM				AGGREGATE \$ 10,000,000
	OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6Z5128021T049	11/01/09	11/01/10	X WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 500,000
					EL DISEASE-POLICY LIMIT \$ 500,000
					EL DISEASE-EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

LFUCG
200 East Main Street
Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Fred Orthmeyer

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ACORD 25-S (1/95)

CERTIFICATE: 152/001/ 00217



Morehead, KY

Retread Warranty Policy for Lexington Fayette Urban County government.

Retread and/or Repair Adjustment

Workmanship/Materials Failure

A retread and/or repair failure due to workmanship or materials shall be credited at 100% during the first 2/32nd's of tread wear, and on a pro rate basis for a failure down to 2/32nd's of tread remaining. Credit will be issued for the retread and/or repair only.

Casing Failure

A retread and/or repair failure produced 5 years or less from the manufacturer DOT date that fails due to casing-related conditions shall be credited at 100% during the first 2/32nd's of tread wear, and on a pro rate basis for the 25% of original tread depth. Credit will be issued for the retread and/or repair only.

A retread and/or repair failure produced over 5 years from manufacturer DOT date that fails due to casing related conditions will not be covered.

"Cap and Casing" Adjustment

Workmanship/Materials Failure

A retread and/or repair purchased with a casing from Premier Bandag that fails due to workmanship or materials shall be credited at 100% of the original purchase during the first 2/32nd's of tread wear, and on a pro rated basis for the first 25% of tread remaining. The credit percentage will be applied to the purchase price of retread and casing.

Casing Failure

A retread and/or repair purchased with a casing from Premier Bandag that fails due to casing-related conditions shall be credited at 100% during the first 2/32nd's of tread wear, and on a pro rated basis for the first 25% of original tread depth. The credit percentage will be applied to the purchase price of retread and casing.

Exclusions

This warranty does not cover retreads and/or repairs rendered unserviceable due to the following causes:

1. Road Hazard (i.e., cut, snag, bruise, puncture, impact break, ETC.)
2. Improper Inflation

3. Wheel Misalignment
4. Vehicle Damage
5. Incorrect or Improper Mounting
6. Damage caused by abuse, neglect, collision, fire, curbing, vandalism, or chemical corrosion.

This warranty does not provide compensation for loss of time, loss of vehicle, inconvenience, or consequential damage. Any service or labor charge incurred and any applicable taxes are payable by the customer.

October 1, 2011