



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.

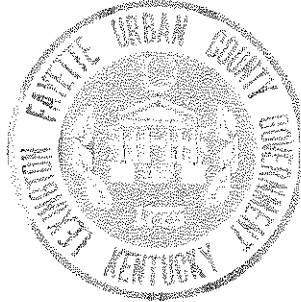
PROPOSAL OF: S + S Truck Tire Center

ADDRESS: 1316 Cahill Dr. / Lexington, Ky 40504

SIGNATURE OF BIDDER: [Handwritten Signature]

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

**INVITATION TO BID #105-2011**

**Truck Tire Retreading**

**NOTICE TO BIDDERS**

**Bid Opening Date: October 19, 2011**

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

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

\*\*\*\*\*

**Pre Bid Meeting: N/A**

**Pre Bid Time: N/A**

**Address: N/A**

**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  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>QTY</b>	<b>Commodity/Service</b>
<b>PCT</b>	<b>Truck Tire Retreading</b>
	See specifications

<p align="center"><b><u>Check One:</u></b></p> <p><input type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p align="center"><b><u>Proposed Delivery:</u></b></p> <p><input type="checkbox"/> days after acceptance of bid.</p>
<b><u>Procurement Card Usage</u></b>	
<p><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?</p> <p><input type="checkbox"/> No</p>	

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](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

## 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 Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #105-2011 Truck Tire Retreading"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**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.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances



of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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 from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
  
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 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 quarter. 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.
  
- E. 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.
  
- 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

**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:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by OWNER.
- d. 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.
- e. 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 (pre-cured 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 2/32". 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 plies

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 2<sup>nd</sup> 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 2/3rds 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.



# 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

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**

**INSURED**

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

**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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	Y6309291A505	11/01/09	11/01/10	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 500,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y8109291A505	11/01/09	11/01/10	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	GA9291A505	11/01/09	11/01/10	AUTO ONLY - EA ACCIDENT \$ 1,000,000 OTHER THAN AUTO ONLY: EACH ACCIDENT \$ 1,000,000 AGGREGATE \$ 3,000,000
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	YSMCUP9291A505	11/01/09	11/01/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC6Z51280217049	11/01/09	11/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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



## 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