INVITATION TO BID

Bid Invitation Number: #51-2013 Date of Issue: 04/22/2013

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 05/6/2013. 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.

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outside of the envelope.	company name and address, bid invitation	number, and the commodity/service of
Bids are to include all ship	ping costs to the point of delivery located a	t: See Specifications
	Yes X No Performance Bo, Bid Band (Personal checks and company checks w	ond Required:Yes _X_No ill not be acceptable).
Quantity	Commodity/S	Service
Price Contract	Automotive Tr	uck Parts
	Check One: s Met Specifications. Exceptions shall ttached to bid proposal submitted.	Proposed Delivery: days after acceptance of bid.
	Procurement Card Usage con-Fayette Urban County Government will bods and services and also to make payment	
Submitted by: Bid must be signed: (original signature)		oresentative – Title -573 –3535 ax #

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

AFFIDAVIT

Comes the Affiant, Robert A. Wheeler under penalty of perjury as follows:	, and after being first duly sworn
1. His/her name is Robert A. Wheeler individual submitting the bid or is the authorized representative of	and he/she is the
General Parts Distribution LLC	1
the entity submitting the bid (hereinafter referred to as "Bidder").	
2. Bidder will pay all taxes and fees, which are owed County Government at the time the bid is submitted, prior to award of "current" status in regard to those taxes and fees during the life of the 3. Bidder will obtain a Lexington-Fayette Urban Courif applicable, prior to award of the contract. 4. Bidder has authorized the Division of Central Purel mentioned information with the Division of Revenue and to disclose to taxes and/or fees are delinquent or that a business license has not been 5. Bidder has not knowingly violated any provision of the Commonwealth of Kentucky within the past five (5) years and the will not violate any provision of the campaign finance laws of the Cormon 6. Bidder has not knowingly violated any provision of Fayette Urban County Government Code of Ordinances, known as "En 7. Bidder acknowledges that "knowingly" for purpose respect to conduct or to circumstances described by a statute or ordinate person is aware or should have been aware that his conduct is of that nexists. Robert A. Wheeler Robert	f the contract and will maintain a contract. Inty Government business license, thasing to verify the above- to the Urban County Council that a obtained. If the campaign finance laws of award of a contract to the Bidder amonwealth. If Chapter 25 of the Lexington- thics Act." The sof this Affidavit means, with the ce defining an offense, that a stature or that the circumstance
STATE OF NORTH CAROLINA	
COUNTY OF WAKE	
The foregoing instrument was subscribed, sworn to and acknow	vledged before me
by Robert A. Wheeler or	n this the 2 day
of May, 2013.	
My Commission expires: 08-10-13 My Commission expires: 08-10-13 MOTARY PUBLIC, ST. Commissioned in A	
Please refer to Section II. Bid Conditions. Item "II" pr	ior 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 <u>www.Greenseal.org</u> 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 preapproved 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	<u>X</u>	No
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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 <u>any</u> and <u>all</u> 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 #51-2013 Automotive Truck Parts"

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 of 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 45.56() 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 <u>special conditions</u> 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 <u>1</u> year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional <u>1</u> 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 Robert A. Wheeler

General Parts Distribution LLC
Name of Business

Please note that General Parts Distribution LLC ("the Company") is an equal opportunity employer and maintains policies to ensure that employees are not discriminated against on the basis of race, color, religion, gender/sex, pregnancy, age, marital status, sexual orientation, national origin, ancestry, disabilities, veteran or military status or any other classification protected by applicable law. This policy applies to all terms and conditions of employment including hiring, placement, transfers, promotions, termination, layoff, recall, compensation, benefits, education, training, customer, vendor or visitor relationships, and all Company sponsored programs and events. While the Company does not maintain an affirmative action plan or file employment statistics with any state or local governmental agency, the Company does maintain a robust diversity program to take affirmative action to encourage the hiring of minority applicants. Company policy prohibits any employee from discriminating against other employees, and violation of this policy will result in disciplinary action, up to and including termination.

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- 1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

- 11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
- 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.

MAULO

5-2-13

Date

1.0 SCOPE OF BID

- 1.1 These specifications describe the majority of the parts and supplies necessary to repair and maintain vehicles and equipment operated by the Lexington-Fayette Urban County Government.
- 1.2 The Lexington-Fayette Urban County Government has a fleet of over 2,200 units including automobiles, light trucks, heavy-duty trucks, tractors, off-road equipment, Fire equipment and vehicles, as well as small equipment. The majority of this equipment is maintained by Fleet Services at their facility located at 669 Byrd Thurman Dr., Lexington, Ky.
 - Secondary location will be the Fire Department maintenance garage located at 219 East 3rd St. Lexington.
- 1.3 The primary objective of this contract is to provide the Lexington-Fayette Urban County Government with the highest <u>quality</u> repair parts at the <u>best available price</u>. The LFUCG retains the right to determine the usability, suitability, overall quality, and value of all parts and supplies purchased under this contract.
- 1.4 Vehicle makes owned by LFUCG include but not limited to: <u>Light duty vehicles</u>: Chevrolet, Dodge, Ford, Honda, Nissan, Toyota <u>Heavy duty vehicles</u>: Freightliner, GMC, International, Kenworth, Mack, Peterbilt, Sterling

2.0 REQUIREMENTS

2.1 Delivery: Vendor shall provide timely delivery of parts, during normal working hours, on an as-needed basis. Normal delivery hours are Monday through Friday, 8 am to 4:30 pm however times could change depending on the operation hours of the facility. Bids which stipulate a minimum order amount for delivery will be rejected. There shall also be no delivery charge or fuel delivery surcharge for the term of this contract. In the interest of reducing overall handling costs, the LFUCG will endeavor to minimize and consolidate deliveries whenever possible. A complete and accurate invoice shall accompany each delivery. If an invoice reflects a price increase which has not been approved under the terms stated in paragraph 2.2 then the invoice will not be processed for payment and LFUCG will request that a revised invoice be submitted reflecting the applicable and agreed upon price.

- 2.1.1 Vendor shall be within 90 miles of Lexington, Ky. and shall also have company vehicles servicing Lexington, with at least one (1) delivery/pickup per day.
- 2.2 Prices: Bid price levels shall remain in effect throughout the term of this contract unless price increases occur and are approved per the terms stated within this paragraph. Only acceptable format for bid pricing shall be Bidder's List Price minus a percentage, "Bidder's List minus %", no other format will be accepted. "Bidder's List Pricing minus %" submitted shall be the same throughout the brand bid. All sublines and movement codes shall have the same % discount. For example Brand "A" manufactures starters, batteries, shocks, brakes, sparkplugs, etc. the % discount shall be the same throughout Brand "A" manufactured products. "Bidder's List Pricing" shall be submitted in hard copy, on a CD, or access electronically no exceptions. "Bidder's List Pricing" may change due to Bidder's supplier of parts passing on a price increase for said parts. Bidder is allowed to request that price increase pass onto LFUCG, however there are no guarantees that LFUCG will accept a price increase. All price increase requests by Bidder must be submitted in writing and the Bidder is required to provide suitable and reasonable documentation to justify and verify said price increase, such as, written notification from Bidder's supplier that a price increase has occurred. If and when a price increase request is approved by LFUCG in written notification to bidder, then the price increase becomes effective no less than 30 days from date of request but always on the first day of a month. For example price increase request received by LFUCG on November 2nd, if approved, then the price increase becomes effective January 1st.
- 2.3 Parts warranty: Bidder **shall** supply manufacturer's warranty information for brand/parts bid which states amount of time parts are covered from the time parts are installed. LFUCG reserves the right to summit labor claims for parts that are deemed to be defective and replaced under manufacturer's warranty.
- 2.4 Literature: Vendor shall supply manufacturer's catalogs, electronic formats, on-line sites which pertains to items/brands bid. Vendor shall be responsible for providing updated pricing as it becomes available throughout the contract period per the terms within paragraph 2.2. All pricing shall be from the "Bidder's List Price", which will be submitted in hard copy, on CD or access electronically.
- 2.5 Emergency Purchases: The Lexington-Fayette Urban County Government reserves the right to purchase parts and supplies from

any available source in an emergency. The following conditions may be considered an emergency:

- 2.5.1 Contract vendor does not have the needed parts or supplies in stock.
- 2.5.2 Contract vendor is not open for business when parts or supplies are needed.
- 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" prices 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 costs, 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.

3.0 INSTRUCTIONS

- 3.1 In each brand category below, paragraphs 4.0 through 17.3, for which your company can provide the listed items, next to the brand name listed or an "alternate brand" you elect to provide, input the discount % you are bidding of the brand product off of the Bidder's Price List" which you will provide in hard copy and CD format. Example: under DRIVELINE PARTS---clutch discs, pressure plates for brand Spicer, 10% is input under the heading "Price Level----"Bidder's List" minus a percentage---input only the discount %---List price is to be submitted in hard copy, CD or electronic access". All prices and price levels shall be verifiable through the terms set forth in paragraph 2.2.
- 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. It is also assumed that new vehicle dealers who bid are offering parts only for the brands represented by the dealership.

3.3 Exceptions to bid specifications shall be listed on exception page only and referenced by paragraph number, and list exception taken.

EXCEPTION PAGE

Specification Number Exception Taken 8592336490

00	8.0	10 May 10	7.2	7.1	7.0	5.6	6.5	6.4	6.3	6.2	8.1	6.0	100 (25 km)	5.3	5.2	5.1	5.0		4.2	4.2	4	4.0		
Wheels, auto and light truck (OEM type steel wheels)	WHEELS		Bearings · This category is for full coverage bearing lines such as BoweriBCA, Federal Mogul, Timken, etc.	Seals - This category is for ful coverage seal lines such as Chicago Rawhide, National, Stemoo, etc.	SEALS, BEARINGS	Leaf Springs "new and rebuilt" - Heavy-Duty	Power Steering Hose (pre-assembled OEM style)	Power steering numps	Shock Absorbers & Struts	Coil Springs	Ball joints, tie rod ends, drag links, kiler arms, pitman arms, king pins, etc.	SUSPENSION AND STEERING PARTS		Power take-off gearboxes, PTO gears and parts.	Universal Joints, yokee, driveline hardware.	Cuich disrs, pressure plates.	DRIVELINE PARTS		Engine gaskets, gasketsets (gas & diesel applications)	in-frame tits, camshafts, valve gear, fuel injection parts, engine management parts, oil, fuel, and water pumps (dieset applications)	Pistons, piston pins, piston rings,camshafts, valves, lifters, pushvods, bearing inserts, triving chains, sprockets, oil pumps, motor nounts, etc. (automotive & light truel, applications)	ENGINE PARTS		Parts
Hayas, Ford, Moper, GM			BCA, Timkes, Delco, Motorcraft, Ford, IH, Mack, Peterbill, Mopar, GM	Ş		TW; Dayton	Omega, Gates, IH, Madx, Peterbil, Ford, Mopar, GM	A1. Delto, Motorcraft, IH, Mack, Peterbilt, Ford, Mopar, GM	Monroe, Gabriel, KYB, Delco, Motorcraft, Fcrd, Peteabilt, IH, Mack, Mopar, GM	Moog, Spicer, Delco, Motorcraft, IH, Mack, Peterbit, Freightliner, Food, Moper, GM	Moog, Spicer, Delco, Motorcraft, IH, Mack, Peterbit, Freightliner, Ford, Mopar, GM			Chelsea, Munce	Spicer, Neapso, Delco, Motorcraft, IH, Mack, Ford Mopar, GM	Spicer, LUK, Bog-Warner, Ford, III, Mack, Freightliner, Moper, GM			Victor, Febro, Cummins, IH, Mack, Freightliner, Delco, Mctorcraft, Ford, Moper, GM	Cernmins, IH, Mack, Freightliner	Sealed Power, Cummins, (H., Mack, Freightliner, Detc), Moper, GM	Most commom used by I not limited to by LFUCG	Maximum brands to be listed is three (3)	Brand Names
1			-128 S-18	SIS BOS CSL		DIR	नित्रभ	Psc	KUB ASHK.	H-77	第 房工 四5		。 超過與多數的兩個被數	DOR PSC	ជ	ACL.			65×	ECC TO AUGO	DO RER. MAU		oranoa Origico	Pronde Offered
		は、自然のないのでは、これでは、これでは、これでは、これでは、これでは、これでは、これでは、これ	27%	22%-30%		14 %	22%	14%	22%	22%	22%		はは、大学の対象を	/4 go	32%	22%		選が、特殊の意味を見ることを言う		11-20%	11-20%		List minus a percentage	Drice I publ

38,3	11.0		10.2	10.1	10,0	· · · · · · · · · · · · · · · · · · ·	92.7	9.2.6	8.2.5	9.2.4	9.2.3	9.2.2	9.2.1	92	9.1.6	9.1.5	9.1.4	9.1.3	9.1.2	8.1.1	9.1	9.0	12 E00 CE 8.1	8.2
Ignition Parts: points, condensors, cols, distributor caps, rotors, reluctors, switches, relays, solendids, magnetic pickups,	ELECTRICAL PARTS		OEM style catalytic converters	Mufflers, exhaust pipes, tal pipes, camps, hangers, exhaust hardware and accessories: automotive and heavy-duty	EXHAUST SYSTEM PARTS		Air Brake Parts: governors, valves, repair kits, air plumbing hardware, pra-assembled air brake hose, driers, etc	Air Brake Perts: stack adjusters	Alr Brake Paris: brake chambers	Air Brake Parts: air compressors	Hydra-boosi units	Brake drums, disc brake rolors	Linedbrake shoes, disc brake pads	Medium and Heavy Truck	Vacuum type hrake boosters	OEM style brake hose	Misc. parts for hydraulic brace systems: new 8 reman, master sylinders, wheel cylinders, wheel cylinder kits, brake frantware	Remanufactured disc brake calipers	Brake drums, disc brake rotors	Lined brake shoes, disc brake pads	Automobile and Light Truck	BRAKE PARTS		Wheels, rims, tock rings - medium & heavy truck
Standard, Wells, Borg Warner, Delco, Motoccraft, Ford, Moper, GM			Maremount, Walker, Goerfich, Nelson, Riker, Donaldson, III. Mack, Peterbill, Ford, Mopar, GM	Maremount, Waller, Goerlich, Nelson, Riker, Donaldson, IH, Mack, Peterbill, Ford, Moper, GM			Bendix Midland, IH, Mack, Pelerbit	Haidex, Meritor, Rockwell	мсм	Bendix, Cummins, Haldex, IH Mack,Peterbilt		Webb, Gunite, Meritor	Abex, Bendix, IH. Mack. Peterbili		A1, Bandix, Raybesios, Wagner, Delco, Notorcarti, Ford, Mopar, GM	Bendix, Raybestos, Wagner, Delco, Molorcarft, Forc, Mopar, GM	Bendix Raybesios, Wagner, Delco, Motorcarft, Forc, Moper, GM	Bendk, Raybestos, Wagner, Delco, A1, Motorcarti, Ford.	Bendx, Raybestos, Wagner, Performance Fricton, Delco, Aimoo, Motorcarft, Ford, Moper, GM	Bendx, Raybestos, Wagner, Performance Fricton, Delco, Motorcartt, Ford, Mopar, GM				Accuride
בני בניר			60t	G05	The second of th		tiBs	HBS HOB	# BS ABC	THE HOS	11.BS	808, 40D	TO HEF		B&6	めみメ	ピスズ	. Crb	BOK	TSI ROP		はいい かいかん かいかい アイトルラス 数数	(株式の実施の主義が対するなどでは 大学に対する。 大学に対する 大学に対する 大学に対する 大学に対する 大学に対する 大学に対する 大学に対する 大学に対する 大学に対さ 大学に対さ 大学に対さ 大学に対さ 大学に対さ 大学に対さ 大学に対さ 大学 大学 大学 大学 大学 大学 大学 大学 大学	
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13.3	13.2	13.1	13.0		12.2	12.1	12.0		11.12 C	11.11	11.10 com	6.1	1*.8	11.7 Mode	1:.6 Aut	11.5 Char	11.4 AC1	13.5	11.4 P	11.3 Bull	
Thermostals	Radistors (new, complete, OEM style)	Water Punps (new. automotive & heavy duty)	COOLING SYSTEM PARTS	第四条数据的	Electronic fuel injection parts - automotive & heavy cuty	Fuel pumps - กอพ, OEM style electric pumps	FUEL SYSTEM PARTS		Charging System Parts: voltage regulators, clode packs, etc.	Remanufactured starters and alternators	Light assembles, entses, and safety lights. (lighting equipment commonty found on traiters and larger frucks such as Grote, Truck-Lite, Palerson, etc.)	Lamps (bulbs) - notudes sealed beam and miniture lamps	Other brand spark plugs (enter a bid here for any brand spark plug not mentions above)	Motorcraft brand spark plugs (enter a bit here only if your company offers Motorcraft spark plugs)	Autolite brand spark plugs (enter a bid here only if your company cifers Autolite spark plugs)	Champion trand spark plugs (enfer a bit there only if your company offers Champion spark plugs)	AC brand spark plugs (enter a bid here only if your company offers AC spark plugs)	Battery cable - pre assembled OEMstyle	Primary wire, bulk battery cable, wire terminals, battery cable makeup supplies	Bulk spark plug wire, spark plug wire makeup supplies, terminals, boots, etc.	
Stant, Gates, Delco, Molorcraft, Ford, Moper, Mack, IH, Cummins, GM	Spectra, Delco, Moloicvaff, RediRed, Ford, Nopar, Mack, IH, Peterbilt	ASC, Delco, Motorcraft, GMB, Ford, Mack, Cummins, IH, Mopar, GM			Bosch, Delox, Motororaft, Ford, Moper, Jelphi, Cummins, Mack, IH	Bosch, Delto, Motorcraft, Ford, Moper, Delphi, Cummins, Mack, IH			Stancard, Wells, Borg Warner, Delco, Leera-Neville Motorcraft, Ford, Mopar, GM	Worldwide, Delcc, Motorostft, Dixia, Cummins, IH, Mack, Peterbill, Ford, Moper, GM	Grole, inucktile	GE, Wagner, Debo	NGK, Bosch					Standard, Wells, Borg Warner, Delco, Motomraft, Ford, Moper, GM	Standard, Wells, Borg Warner, Delzo, Motorcraft, Ford. Moper, GM	Slandard, Wells, Borg Warner, Delto, Motorcraft, Ford, Moper, GM	
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17-20%	1790	6-1790		できる ション・アン・エクラー	20%	1790			17-20%	1690	15%	30%	12%		12%	T . 1	AC 12%	11-20%		20%	6.0

			Remanufactured engine assemblies (automotive & light truck)	17.0
		please indicate brand name and warranty terms	EXCHANGE ENGINES/TRANSMISSIONS	
	ŧ	Ford, Mopar, GM, IH, Meck, Peterbill	Boey panels, fenders, hoods, etc.	16.5
1008 ABH 14 %	800	Corman, Aveco, Ford, IH, Mack, Moper, GM	Special body fasteners, dips, retainers	16.4
F6E 8%	77	USC, Fiberglass-evercoat	Autobedy filers, resins, hardeners, etc.	16.3
m 1490	MMM	314	Akrasive products, masking tape, masking pape:	16.2
テトト	\$ 9	PPG, Dupont	raudinouve pant systems, acuuces pants, pinters, acutiwes, reducers, etc.	16.1
& %	#J¢	Plasti-koz, Dupli-color	Paint: seroeol cans	76.0
			PAINT AND BODYSHIOP SUPPLIES	
(N_i)				
SAS TOW SHIP ON THIS	E 7		Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.	15.5
WANNE 74	7		Domen, Mobrinite, Champ Service, Auwe-co, etc.	15.4
SWTM 1	意いやア	Anto, Trico	Windshield wiper blades, arms, refills, washer pumps	15.3
-hi <u>૪૦૦</u>	લ્ક	A1, Delco, Motorcraft, IH, Mack, Peterbilt, Ford, Moper,	Windshield wiper motors	15.2
20%	4.3.2	Stant, Gates, Delco, Mctorcraft, IH, Mack, Peterbilt, Mopar, GM	Caps: fuel, oil, radiator	15.1
			MISCELLANEOUS PARTS	15.0
	#TP	Delphi, Delco, Motorcraft, 4seasons, IH, Mack. Peterbill, Ford, Moper, GM	Heater cores (new)	14.3
7	끛	Delphi, Delco, Motorcraft, 4seasons, IH, Mack, Peterbilt, Ford, Moper, GM	Blowermotors, switches, resistors, etc.	14.2
FOR ACC 17%	爾	Delphi, Dekzo, Malorcraft, 4seasons, IH, Mack, Peterbill, Ford, Mopar, GM	AVC compressors, clutches, evaporators, valves, driers, etc.	14.1
	W. (2)		HEATING AND AIR CONDITIONING PARTS	14.0
S 37%	CHC	Motorcraft, Delco, Mack, IH, Peterbill, Cummins, Mopar,	Hose Clamps	13.6
R BVB 27-37%	X8 12	Gates, Dayco, Gondyear, Ford, Motorcraft, Delto, Madk, 114, Peterbilt, Cummins, Nopar, GM	Fan Belts	13.5
37%	78P	Gates, Dayco, Gcodyeer, Ford, Mobricastt, Dalco, Mack, IH. Peterbili, Cummins, Mapar, GM	Coolant Hoss: Straight radiator hose, molded hose, heafer hose, including sillcone	13.4

	17.2			17.1	
Remanufactured Allison automatic transmissions		and the state of t	(ruck)	Remanulfactured transmission assemblies (automotive % light	
			- W I	ラ うけぶ ここ	The state of the s

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable 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, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR 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 above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor 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 LFUCG in order to protect LFUCG against

claims for injuries to persons or damages to property which may arise from or in connection with the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

Coverage Limits

General Liability \$1 million per occurrence, \$2 million aggregate

(Insurance Services Office Form CG 00 01) or \$2 million combined single limit

Commercial Automobile Liability combined single, \$1 million per occurrence

Statutory

Worker's Compensation

Employer's Liability \$500,000.00

The policies above shall contain the following conditions:

(Insurance Services Office Form CA 0001)

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of insurance for the Commonwealth of Kentucky, LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG 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 LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE 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 Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the

insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor 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:

- Latest audited financial statement, including auditor's notes.
- Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the 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.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG 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 Vendor for any such insurance premiums purchased, or suspending or terminating the work.

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The manufacturer's warranty, if any, constitutes the only warranty with respect to the sale of all goods. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller does not authorize any person to grant any warranty or assume any liability by Seller.



Great people, great products, great prices!***



Laura

Location Info Special Services

Location Details

Images

Search

CARQUES	STLink Home	Start CQN Search
	Operational	Details
	Name	
DCS CQ OF LE	XINGTON DC #71	32
Phys	sical Address - Ma	ap This Location
1989 GEORGE LEXINGTON KY 40511 USA	TOWN RD	
County:		
	Contact Info	mation
(859) 259-0266		
(859) 233-6490	<u> </u>	
<u> </u>	Normal Operati	
Sunday	9:00 AM - 4:00 I	
Monday	7:30 AM - 7:00 I	
Tuesday	7:30 AM - 7:00 I	
Wednesday	7:30 AM - 7:00 I	
Thursday	7:30 AM - 7:00 I	PM
Friday	7:30 AM - 7:00 F	PM
Saturday	8:00 AM - 5:00 F	PM
	Additional Info	ormation
Type: Joint Vent	ure	
Store Key: 1864		
GL Nbr: 7132		
Serving DC: LEX	(
Latitude: 38.089		
Longitude: -84.5	1193386	
Marketing Code:		
Real Estate ID:		

Store Hierarchy	
Store Manager	Terri Faust
Sales Representative	
Major Account Exec	
Store Ops - Dist Mgr	
Store Ops - Reg Dir	Jeff Lowery
Store Ops - Business Mgr	.,
Store Ops - Div VP	Trey Molin
Store Sales - Reg Dir	Brent Raider
Store Sales - Div Major Account Exec	
Store Sales - Div VP	



Position	First Name	Known As	Last Name	E-Mail	Work Phone	Mobile Phone	Fax
Store Manager	Teresa	Terri	Faust			,	
Store Ops - Reg Dir	Jeffery	Jeff	Lowery	jelowery@GPI.com	859-233- 6467	859-983-2929	859-233- 6431
Store Ops - Div VP	Carl	Тгеу	Molin	trey.molin@carquest.com	919-573- 3956	919-610-6343	
Store Sales - Reg Dir	Brent	Brent	Raider	brent.raider@gpi.com	859.233.6457	859.333.2809	859.233.6452
General Manager - Sales & Ops.	Robert	Robert	Layman	rolayman@gpi.com	859-233- 6441	859-619-6109	919-301- 4061