



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: June 25, 2024

INVITATION TO BID # 92-2024 Tire Retreading

Bid Opening Date: July 9, 2024 **Bid Opening Time:** 2:00 PM
Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **7/9/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

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

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: W F Morgan Co. DBA Bill Morgan Tire
Firm Name
2245 Frankfort Ct.
Address
Lexington Ky 40510
City, State & Zip

Bid must be signed: Joe Suetholz
Signature of Authorized Company Representative – Title
Joe Suetholz
Representative's Name (Typed or printed)
859-544-5910
Area Code - Phone - Extension Fax #
Joe@BBMorgantires.com
E-Mail Address

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

AFFIDAVIT

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

1. His/her name is Joe Suetholz and he/she is the individual submitting the bid or is the authorized representative of Bill Morgan Tite 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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Joe Suetholz on this the 11th day of July, 2024

My Commission expires: May 24, 2025



Holly Ann Brewer
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- 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, all parts to one vendor or all parts to multiple vendors.

- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 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. See bid specifications.
- 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 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.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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 disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

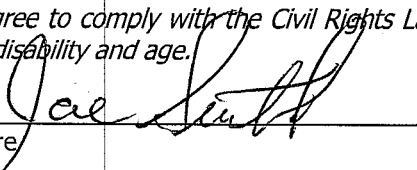
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

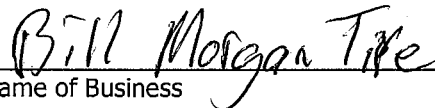
Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature



Name of Business



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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Bill Morgan Tise

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2														
Professionals																	
Superintendents																	
Supervisors	6	4	2														
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance	22		1														
Total:	30	4	5														

Prepared by: Joe St Joe Suetohate Date: 9.11.24
 (Name and Title) Commercial Sales Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor /supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Procurement Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/ Pacific Islander, Hispanic Islander, Native American/ Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 92-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A		Subcontractors are not being used		
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Bill Morgan Tive
Company

7/11/24
Date

Jcea St
Company Representative

Commercial Sales
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 92-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <i>N/A Subcontractors are not being used</i>				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Bill Morgan Tire
Company

7/11/24
Date

Jae St
Company Representative

Commercial Sales
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 92-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

1.	SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
	N/A					
2.						
3.						
4.						

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Bill Morgan Tire
Company

7/11/24
Date

Jcee SA
Company Representative

Commercial Sales
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 92-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Bill Morgan Tire</u>	Contact Person <u>Joe Saetholz</u>
Address/Phone/Email <u>2245 Frankfort Ct. Lexington Ky 40510 1com 859-544-5910</u>	Bid Package / Bid Date <u>92-2024</u>

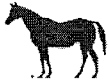
MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>N/A</u>	<u>Subcontractors are not being used</u>							

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Bill Morgan Tire
Company
1/11/24
Date

Joe Saetholz
Company Representative
Commercial Sales
Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # 92-2024
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	<u>92-2024</u>	Work Period/ From:	To:
Company Name:	<u>Bill Morgan Tire</u>	Address:	<u>2245 Frankfort Ct. lex 40510</u>
Federal Tax ID:	<u>83-3649624</u>	Contact Person:	<u>Joe Suetholz</u>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
<u>N/A</u>	<u>Subcontractors are not being used</u>						

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Bill Morgan Tire
 Company
1/11/24
 Date

Joe Suetholz
 Company Representative
Commercial Sales
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 92-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

Included documentation of advertising in the above publications with the bidders good faith efforts package

Attended LFUCG Procurement Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Bill Morgan TMO
Company
7/11/24
Date

Joe SA
Company Representative
Commercial Sales
Title

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

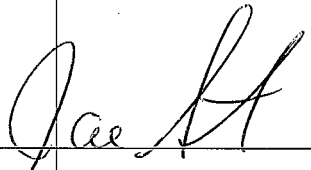
- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature



Date

1.0 SCOPE OF BID

- 1.1 This specification describes the minimum requirements for truck tire retreading service (pre-cured tread) for 12R22.5 casings supplied by LFUCG.

2.0 REQUIREMENTS

- 2.1 Certification: Copies of required certifications shall be submitted with bid and become an integral part of bid.
- 2.2 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 the contract.
- 2.3 Bidder shall be certified by the manufacturer of the retreading equipment and materials to be thoroughly trained and competent in the subject process.
- 2.4 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 the plant is judged to be operated or maintained in a less than professional and proper manner, this will be considered grounds for rejection of bid.

3.0 SERVICE

- 3.1 Tires under this contract will primarily be mounted on wheels when picked up. Mounted tires shall be remounted on LFUCG rims after processing and inflated to 110 psi. Every wheel/tire assembly serviced under this contract shall have a new valve stem installed with a double seal flow through valve cap such as Haltec #DS-1. Bid price shall include pickup, demounting, repairs, remounting, and delivery.
- 3.2 The Division of Fleet Service 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 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 an excess of casings have accumulated in our warehouse, and ask for an early delivery if recapped tires are available. LFUCG will typically require 5 to 30 recaps per week. (This statement is an estimate and does not obligate LFUCG for any number or amount). In an attempt to keep LFUCG and vendor personnel injuries to a minimum, vendor shall have a pickup/delivery vehicle with a motorized lift gate specifically equipped for tire handling to load and unload tire/wheel assemblies.

4.0 TREAD

- 4.1 Presently LFUCG is recapping only 12R22.5 casings. Tread depths shall be consistent throughout the finished tire. 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. Installed tread shall strictly adhere to the OE tire manufacturer's approved retread base width for the particular tire being retreaded.
- 4.2 Acceptable Tread: The following precured treads have been tested and approved for this bid.
- 4.2.1 Bandag – BDR-HG
 - 4.2.2 Goodyear – G622
 - 4.2.3 Bridgestone/Firestone - 389UDR
 - 4.2.4 Continental – HDR1

5.0 INSPECTION

- 5.1 All tire casings processed for retreading shall be inspected using electronic processes and nondestructive ultrasound techniques. A thorough description of your tire inspection process shall be included in bid package.

6.0 REPAIRS

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 When compared to past experience, the number of rejected casings is excessive, or in the judgment of the Division of Fleet Service, casings are being rejected to avoid compliance with section 6.1, this will be considered grounds for termination of the contract.
- 6.5 Maximum section repair limits shall be limited to the following:

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

7.0 DOCUMENTATION

7.1 In addition to records and/or documentation requirements specified elsewhere in this specification, 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 Services.

7.2 Contractor shall furnish an annual report of retread activity including total number of casings retreaded, total number of rejected casings, reason for rejections, and number of times rejected casings have been retreaded. Report is to cover period January 1 to December 31 and is due by the 2nd week of January. LFUCG reserves the option to request a current report at any time.

7.3 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.

7.4 All processed casings shall have contractor's assigned DOT code followed by the date of retreading permanently affixed near the original DOT serial number.

8.0 WARRANTY

8.1 Bidder shall submit warranty information at time of bid. Warranty will be strongly considered in evaluation of bids. Program shall warrant against defects in workmanship and materials as stated by the manufacturer, this shall also include vendor repairs, etc.

9.0 INSURANCE

9.1 Product Liability

9.2 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 one

million dollars (\$1,000,000.00) per occurrence with additional one million dollar (\$1,000,000.00) umbrella coverage. Bidders insurance shall be "occurrence type" coverage. "Claims made" type coverage will not satisfy this requirement.

10.0 WORKER COMPENSATION

10.1 Bidder shall provide proof of worker's compensation insurance with bid and shall become an integral part of bid. Insurance shall cover bidder's employees when they are conducting business on LFUCG property.

11.0 PRICING

11.1 Prices quoted shall include all labor and materials to pickup, dismount, inspect, repair, retread, remount, and deliver the finished product. Additional surcharges for fuel or other expenses are not permitted.

Please log in to your Ionwave account to submit pricing. Once you have completed and uploaded your bid package you will need to click on "yes" on the attributes tab.

12.0 METHOD OF AWARD

12.1 A price contract for the products and services described herein shall be established with the responsive and responsible bidder who has demonstrated the ability to perform the contract requirements at the greatest value to the LFUCG. Issuance of a price contract in no way obligates the LFUCG for any purchases.

13.0 EXCEPTIONS

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

Exceptions

Paragraph	Description of Exception Taken

Continental 
The Future in Motion



Limited Warranty & Adjustment Policy

Continental 

ContiTread™

GENERAL TIRE 

AMERI-STEEL

 **TECNOTREAD**

CONTINENTAL WARRANTY INFORMATION

One of the largest automotive suppliers and tire manufacturers in the world, Continental develops pioneering technologies to make fleets safer, more efficient, and more connected. With innovative tire technology and digital fleet solutions, Continental optimizes tire lifecycle management to deliver the lowest overall driving cost.

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For the most up-to-date warranty information, please visit: www.continental-truck.com.

Tires, Tubes, and TPMS LIMITED WARRANTY AND ADJUSTMENT POLICY

This Limited Warranty and Adjustment Policy ("Limited Warranty and Policy") issued by Continental Tire the Americas, LLC and Continental Tire Canada, Inc. (collectively "Continental") is a promise of replacement under certain specified conditions.

It applies to tires, tubes, sensors and boots in normal highway service displaying adjustable conditions (see Section 4 - Exclusions) and does not require the existence of a deficiency in workmanship or materials in order to qualify for adjustment. THIS LIMITED WARRANTY AND POLICY IS NOT A WARRANTY THAT YOUR TIRE WILL NOT FAIL OR BECOME UNSERVICEABLE IF NEGLECTED OR MISTREATED.

1. ELIGIBILITY

This Limited Warranty and Policy applies to the original owner of new Continental/General Tire/AmeriSteel brands Radial Medium or Heavy Truck Tires used in normal service bearing our brand name and DOT numbers ("Eligible Tires"), tubes, sensors and boots. Tires branded "Used" and those marked with an "X" are both void under the Limited Warranty and Policy. All Eligible Tires, tubes, sensors and boots must be installed and used according to the vehicle manufacturer's and Continental's recommendations.

2. WHAT IS THE ADJUSTMENT POLICY AND FOR HOW LONG?

ORIGINAL TREAD (New Tire)

Eligible Tires receive the coverage listed under Table 1. If a Radial Medium or Heavy Truck Tire in normal service becomes unserviceable from a condition other than those listed under section 4 during the time or treadwear periods shown below, it will be replaced with a comparable** new Continental/General Tire/AmeriSteel brand tire according to a, b and c, below.



TPMS HARDWARE

Factory-installed TPMS sensors and boots (“TPMS Hardware”) in Eligible Tires shall be free from material defects in workmanship for a period of 5 years. If the TPMS Hardware fails or is functionally impaired under normal use and service except as listed under section 4, it will be replaced with equivalent TPMS Hardware in terms of performance and functionality according to Table a below.

a. FREE REPLACEMENT POLICY

	Time*	Treadwear
All Radial Medium/ Heavy Truck Tires	First 12 Months	First 10%
	(whichever comes first)	
TPMS Hardware	5 years	N/A
Tubes	2 years	N/A

Owner pays for mounting and any other service charges.

b. PRO-RATA REPLACEMENT CREDIT POLICY

After the free replacement policy expires and if the Eligible Tire or tube is still within the warranty time frame outlined in section 2c*, you will receive a replacement pro-rata credit (excluding tax) toward the purchase of a comparable** new Continental/General Tire/AmeriSteel brand tire or tube equal to the percentage of tread depth remaining to the treadwear indicators (2/32nds of an inch), at which time the tread is worn out.

** If the months of service and date of purchase for an Eligible Tire cannot be accurately determined, adjustment credit will be based upon the date of manufacture (DOT serial number) and tread depth remaining.*

*** A “comparable” new Continental/General Tire/AmeriSteel brand tire may be either the same tire line or the same basic construction but with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the owner will pay the difference in price. Any tire replaced under this Limited Warranty and Adjustment Policy will be covered by the then current Continental Limited Warranty and Policy.*

c. RADIAL CASING PROVISIONS (RETREADED)

The radial casing provisions will apply to tires/casings operating in “normal highway service” only. Tires/casings used in off-the-highway service (construction or mining) are not eligible under these casing provisions. In the event a radial medium or heavy truck tire/casing will not accept the first retread due to an adjustable condition, it is eligible for the applicable casing value shown in Table 1.

In addition, casings already retreaded and that are within the number of months specified in Table 1 from date of manufacture of the casing (DOT Serial Number) or number of retreads specified, whichever comes first, are eligible for the applicable casing value shown in Table 1.

All casing credits will be allowed toward the purchase of a comparable new Continental/General Tire/AmeriSteel brand radial medium or heavy truck tire.

(Table 1 - See next page)



TABLE 1 Size/Designs	Original Tread (1st life) Warranty Period	Casing Value (not yet retreaded)	# Retreads	Casing Value (once retreaded)	Casing Values (Not worn beyond 4/32" remaining)		
					1st Retread	2nd Retread	3rd Retread
					Continental Sizes Conti EcoPlus HS3, Conti EcoPlus HS3+, Conti Hybrid HS3, Conti HSL 3, Conti Coach HA3, Conti CrossTrac HA3, Conti HSR 3, HSL2 Eco Plus, Conti Urban HA3, HSR2, HSR2 Eco Plus, HSR2 SA, Conti CityService HA3, Conti HAU 3 WT, Conti HAU 3 WT+, Conti HDL 3 LTL, HDL2+, HDL2, Conti Hybrid HD3, HDL Eco Plus, HDL2+ Eco Plus, HDL2 DL, HDL2 DL+, HDL2 DL Eco Plus, Conti EcoPlus HT3, Conti HTL 3, HTL1, Conti Hybrid HT3, Conti HDC 3, Conti HSC 3, HDR2+, HDR2 Eco Plus, Conti Scandinavia HD3	7 years	\$110 (USD)
All Continental/General Tire sizes except 19.5 and smaller HSC1, HSU, HCS, HDR, HDR2, HDC1, HDC1 HT, HDO, HDW2, Conti HAC 3, HTC1, HTC, HTR2, General HS, General HS 2, General HD, General HD 2, General HT, General HT+, General RA, General RD, General ST250 LP, Grabber OA, Grabber OD, Grabber OA 2, Grabber OA 2 WB	6 years	\$90 (USD)	3*	6 years*	\$80 (USD)	\$60 (USD)	\$30 (USD)
All Continental/General Tire sizes 19.5 and smaller Conti Hybrid HS3, Conti Hybrid HD3, Conti Hybrid HT3, Conti Scandinavia HD3, Conti Terra HD3, HSR, HSR+, HSR1, HDR, HDR+, HTR2, HTL2 Eco Plus, LSR1, LDR1, LSU1, Conti LAR 3, Conti CrossTrac HA3, Conti HSR 5, Conti HDR 5, General RA 2, General RD 2	6 years	\$45 (USD)	2*	4 years*	\$45 (USD)	\$30 (USD)	None
All Continental/General Tire sizes 10.00R20 - 11R22.5, 295/75R22.5 and larger NOT listed above	5 years	\$80 (USD)	2*	4 years*	\$80 (USD)	\$45 (USD)	None
All other Continental/General Tire designs 9.00R20, 10R22.5, 265/75R22.5 and smaller NOT listed above	5 years	\$45 (USD)	2*	4 years*	\$45 (USD)	\$30 (USD)	None
All AmeriSteel and all eligible Private brands **	4 years	\$40 (USD)	1*	4 years*	\$35 (USD)	None	None

Subject to change without notice. Free replacement period: - See Section A.

* Whichever comes first ** Per contract agreement

3. HOW CREDITS ARE CALCULATED

For adjustments made on original tread tires that are not eligible for a no charge adjustment as provided above, you will receive replacement credit toward a new tire equal to the percentage of remaining tread depth multiplied by the price shown on your original invoice, if available, or on the authorized adjusted retailer's regular selling price (excluding tax) at the time of the claim for a comparable new Continental/General Tire/AmeriSteel brand tire. Owner pays current Federal Excise Tax (not applicable for Canadian sales).

4. WHAT IS NOT COVERED BY THE ADJUSTMENT POLICY

a. NON-ADJUSTABLE CONDITIONS

Road hazards - cuts, snags, tread tearing or chunking, punctures, bruises, impact breaks, continued use while the tire is flat and any damage caused by improper puncture or tire repair such as separation in any part of the tire.

Damage - tire damage or failure resulting from improper operation or maintenance; load, speed and inflation practices causing excessive operational temperatures to exceed the tire capabilities.

Premature removal for irregular treadwear or fast wearout, tire failure or tire damage resulting from: vehicle accidents, improper mounting, demounting, damaged wheel and rim components, wheel misalignment, tire truing, chain damage, brake or any similar mechanical problem, extreme temperature exposure, misuse, negligence or abusive driving such as tire spinning or racing, and improper use contrary to the vehicle manufacturer's tire recommendations.

Age Conditions – cracks, on tires purchased more than four (4) years prior to presentation for adjustment, are considered not adjustable. If proof of purchase date is not provided, the tire DOT number will be used to determine purchase date.

Intentional Alterations – tread regrooving or adding sealant materials to the tire.

Casings – if casings/retreads are not identified for number of retreads applied, credit will be allowed at the lowest value only. Radial casing failure due to improper retreading practices or tread worn beyond retread point (4/32nds) or used in unapproved service application. Radial casings older than the number of months specified from date of manufacture, or retreaded more than the number of specified times, marked with an X or branded "used."

Ride/Vibration – after the Eligible Tire is more than 25% worn.

TPMS Hardware – that has been misused, altered, willfully abused, exposed to water, extreme heat during the retreading process or other environmental damage. TPMS Hardware that has been installed using a different process or products different from what was recommended and certified by Continental. TPMS Hardware that has been damaged by chemical additives to the tire during the mounting process or for sustained use in service.

b. GENERAL EXCLUSIONS

- Tires/casings older than years/months specified in Section 2a, 2b, and 2c from date of purchase are not covered by this Limited Warranty and Policy. If satisfactory proof of purchase date is not provided, the date of manufacture (tire serial number) will be used to determine purchase date.
- Tires on any truck registered and operated outside the United States and Canada.
- Tread wearout is not covered by this Limited Warranty and Policy. Because of variations in vehicles, conditions of use and driver habits, Continental does not warrant any tire will achieve a predetermined mileage.

You are solely responsible for the use of data that may be obtained from TPMS Hardware.

THIS LIMITED WARRANTY AND POLICY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTINENTAL EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE TPMS HARDWARE WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY OF ANY DATA, OR OTHERWISE MEET YOUR EXPECTATIONS. CONTINENTAL EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES AND PROVINCES DO NOT PERMIT SUCH A LIMITATION; FOR THOSE STATES AND PROVINCES, ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF WRITTEN WARRANTY.

This is the only express warranty made by Continental. No Continental employee, retailer, or authorized dealer has the authority to make any warranty, representation, promise or agreement on behalf of Continental except as expressly written in this Limited Warranty and Policy.

TO THE EXTENT PERMITTED BY LAW, CONTINENTAL DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY AND POLICY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES OR ON THE DURATION OF SUCH WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE IN THE U.S. AND FROM PROVINCE TO PROVINCE IN CANADA.

In observance of U.S. Federal Law, this warranty and policy has been designated a "Limited Warranty." Continental does not intend to represent through this Limited Warranty and Policy that tire failures cannot happen.

5. OWNER/USE OBLIGATIONS

- a. To make a claim under this limited warranty, you must present your claim with the tire/casing/tube to a Continental brand tire retailer or vehicle dealer authorized to handle tire adjustments. You will be required to sign the Continental tire adjustment replacement claim form.

For any TPMS Hardware return, you must obtain a Return Material Authorization ("RMA") number pre-authorized by Continental Customer Care at 1-800-450-3187.

- b. You are responsible for payment of all applicable taxes and charges incurred during replacement or repair of tires, tubes and TPMS Hardware including demounting, mounting, installing and balancing. You are also responsible for payment for tire rotation, alignment, towing, road service and valve stem.

IMPORTANT SAFETY WARNING AND MAINTENANCE INFORMATION

Any tire, no matter how well constructed, may fail as a result of a puncture, impact damage, improper inflation or other condition resulting from improper use. Tire failures such as a blowout or a tread and belt detachment may create a risk of injury or death and/ or property damage. To reduce the risk of tire failure, Continental strongly recommends you read the vehicle owner's manual, tire placard information, and tire sidewall information regarding safety warnings, proper tire use and maintenance.

SERIOUS INJURY OR DEATH MAY RESULT FROM TIRE FAILURE OR EXPLOSION AS A RESULT OF ANY OF THE FOLLOWING:

1. CHECK the pressure in your tires at least monthly, preferably before every trip, when the tires are cool (after the vehicle has been stopped three (3) hours and then driven less than one mile). Do not reduce pressure when tires are hot. Use a quality, calibrated tire gauge to check pressure and maintain it at the level recommended by the vehicle manufacturer. Remember: under-inflation is the most common cause of blowouts or sudden failures in any kind of tire and may result in unexpected loss of vehicle control or accidents. Permanent tire damage due to under inflation and/or overloading cannot always be detected. Any tire known or suspected to have been run at 80% or less of normal operating inflation pressure and/or overloaded could possibly have permanent structural damage (steel cord fatigue). Ply cords weakened by under inflation and/or overloading may break, one after another, until a rupture occurs in the upper sidewall with accompanying instantaneous air loss and explosive force.
2. AVOID explosion of the tire/rim/wheel assembly due to improper mounting. Never exceed 40 psi (air pressure) when seating beads. Always use a safety cage or other restraining device and clip-on extension hose. Only specially trained persons should mount tires.

3. AVOID explosion of the tire/rim/wheel assembly due to welding the rim by first removing the tire and never rework, weld, heat, or braze the rim of a tire/rim/wheel assembly.
4. NEVER overload your tires. The maximum load carrying capability of your tires is molded on the sidewall of the tire and specific loading instructions are provided by the vehicle's manufacturer.
5. ALWAYS mount radial tires on approved radial rims or wheels. For tires requiring a tube, use only tubes and flaps approved for radial tires (identified with red band around valve and stem or stem marked "radial" or "R"). Always use new radial tubes and flaps when mounting new tube-type radial tires.
6. AVOID excessive tire spinning when your vehicle is stuck in snow, mud or sand and never exceed 35 mph indicated on speedometer. The centrifugal forces generated by a free spinning tire/wheel assembly may cause a sudden tire expansion resulting in vehicle damage and/or serious personal injury. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speed while attempting to push a vehicle that is stuck.
7. CHECK your tires frequently for scrapes, bulges, separations, cuts or snags resulting from use. Impact can damage the inner portions of your tire without being visible on the outside. If you suspect that possible impact damage may have occurred, have an authorized Continental brand tire dealer inspect the inner surface of your tire immediately in order to avoid possible sudden failure.
8. NEVER operate your vehicle in excess of lawful speeds or the maximum speeds justified by driving conditions.
9. MAKE every effort to avoid running over objects that may damage the tire through impact or cutting, such as chuckholes, glass, metal, etc.
10. NEVER drive on smooth tires. Vehicles under the jurisdiction of the U.S. Bureau of Motor Carrier Safety (more than 10,000 lb. gross vehicle weight) must by law have at least 4/32nds inch tread depth on front-wheel tires. On vehicles of 10,000 lb. or less gross vehicle weight, front tires must be replaced when worn to the treadwear indicators or 2/32nds inch. On any vehicle, tires in drive and/or trailer positions must be replaced when worn to the treadwear indicators or 2/32nds of tread depth remaining. Under the Canadian Council of Motor Transportation Administrators (CCMTA-CCATM), commercial vehicles (exceeding a registered vehicle weight of 4,500kg) must not have a tread depth less than 3 mm on a front tire. Rear tires must not have a tread depth less than 2 mm.
11. DO NOT send TPMS sensors through a retread curing chamber. It will damage or shorten the life of the electronics, expose the battery to risk, and potentially damage the retread equipment.
12. FOR MORE SAFETY AND MAINTENANCE INFORMATION: We encourage you to consult our websites at www.continental-truck.com or www.generaltiretruck.com.

For additional information, please also contact the U.S. Tire Manufacturers Association at 1400 K Street, NW, Suite 900, Washington, DC 20005 (www.ustires.org) or the Tire and Rubber Association of Canada at 260 Holiday Inn Dr, Unit A19, Cambridge, ON, N3C 4E8 (www.tracanada.ca).

CONTILIFECYCLE: Retreaded Products LIMITED WARRANTY AND ADJUSTMENT POLICY

This Limited Warranty and Adjustment Policy ("Policy") is a promise of replacement under the below specified conditions only.

1. ELIGIBILITY

This Policy applies to ContiLifeCycle retreads produced by a Continental licensed retreader under the following conditions:

- a. Any ContiLifeCycle retread submitted for adjustment consideration must be returned to a ContiLifeCycle licensed retreader for evaluation. If it is determined that the retread has failed or will fail due to a Continental licensed retreader materials or workmanship during the retread process, the Buyer will be credited a prorated amount based on remaining tread depth, as detailed below.
- b. Retreaded tires with accepted warranty adjustments having less than or equal to 10% of the tread worn will be credited at 100% of the sales value (Cap and/or Casing).
- c. Retreaded tires with accepted warranty adjustments having more than 10% of the tread worn will be credited on a pro rata basis from 10% down to 2/32" of the usable tread remaining.
- d. Retreaded tires on a Continental licensed retreader stock cap and casings will be warranted in the same manner.
- e. Continental and/or a Continental licensed retreader is not responsible for tire service charges incurred.
- f. This Policy is in effect through the life of the retread with exclusions regarding (a) Age of the casing, (b) Road hazards, (c) Damage due to improper operating or maintenance, including mounting, (d) Premature tread wear and/or irregular tread wear, and (e) Casing failure, if stock cap and casing is not purchased originally from a Continental licensed retreader.

IMPORTANT: THIS POLICY IS PART OF THE CONTINENTAL LIMITED WARRANTY ADJUSTMENT POLICY ("WARRANTY") AND INCLUDES ALL GENERAL EXCLUSIONS AND OWNER/ USE OBLIGATIONS SET FORTH THEREIN. THIS POLICY IS AN INSERT TO THE WARRANTY AND IS VOID INDEPENDENT OF THE WARRANTY.

CONTINENTAL DISCLAIMS ANY AND ALL LIABILITY FOR EQUIPMENT AND SERVICES NOT FURNISHED BY A CONTINENTAL LICENSED RETREADER, WHICH IS ATTACHED TO, OR USED IN CONJUNCTION WITH, THE PRODUCT AND CONTINENTAL DISCLAIMS ALL LIABILITY FOR OPERATION OF THE SYSTEM OR VEHICLE OF WHICH SUCH PRODUCT IS A PART.

A CONTINENTAL LICENSED RETREADER EXTENDS THIS WARRANTY TO BUYER ONLY, AND IT IS THE COMPLETE WARRANTY FOR PRODUCTS MANUFACTURED BY A CONTINENTAL LICENSED RETREADER. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CONTINENTAL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY. THIS WARRANTY SHALL NOT BE ENLARGED AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF A CONTINENTAL LICENSED RETREADER'S RENDERING OF TECHNICAL ADVICE AND/ OR ASSISTANCE.

2. CONTINENTAL LICENSED RETREADER ("LICENSEE") RESPONSIBILITY

- a. If a retread using ContiLifeCycle materials fails in service and if within 150 miles of the original manufacturing Licensee shop, the Buyer must present for consideration to the manufacturing Licensee shop.
 - b. If a retread using ContiLifeCycle materials fails in service outside of the 150 mile radius of the manufacturing Licensee shop, the Buyer must present for consideration to either another Continental licensed retreader, an authorized Continental new tire dealer, or by contacting:
 - USA: Continental Tire Warranty Center at 1-800-726-7113
 - Canada (English & French): Continental Tire Customer Relations at 1-905-568-1303
- A Continental employee will inspect the tire to determine the cause of failure.
 - If the failure is determined to be the cause of workmanship and materials used in the retreading process, the Continental employee will issue credit to the Buyer, as spelled out in section 1c and d above, and will submit the warranty claim, along with a copy of Buyer's invoice, to the Continental Tire Warranty Claim Center.
 - Adjusting Licensee* will be required to hold the adjusted retread for a period of 30 days after the claim is received by Continental.
 - If the adjusting Licensee fails to hold the tire for the required time and a claim is disputed the adjusting Licensee will be debited and not the manufacturing Licensee.
 - The manufacturing Licensee will review any charge back and determine whether to accept or question the adjustment made. If the manufacturing Licensee feels that the retread has been adjusted in error, said Licensee can request the tire be sent to the Continental Tire Warranty Center for analysis. The manufacturing Licensee will have a period of 30 days after the claim is received by Continental to dispute the charge back.
 - If a claim wishes to be disputed simply respond to the daily report with the claim number and location of the tire.
 - Warranty Center Personnel will then setup shipment for the tire in question to be sent back to the Warranty Center.
 - Once the tire arrives at the Warranty Center an inspection will be completed.
 - Continental's determination as to the validity of the adjustment will be binding on both the manufacturing Licensee and the adjusting Licensee. If the retread is deemed adjustable, the debit charge to the manufacturing Licensee will stand, and the freight cost to ship the tire to Continental will be billed to the manufacturing Licensee.
 - The Warranty Center will then reply to the original email with the outcome of the dispute as well as any additional supporting documentation if necessary.
 - If the failure is determined to be the cause of a faulty casing, warranty consideration must be submitted to the original casing manufacturer.

**Adjusting Licensee may be a licensed ContiLifeCycle retread shop or an authorized Continental new tire dealer.*

QUALITY BREEDS CONFIDENCE

Quality is a basic business strategy at Continental. It is our policy to design, manufacture and service our products to assure the highest level of quality possible. Because we emphasize quality in our day-to-day activity, we're confident that your new tires will deliver outstanding performance. And we back up our confidence in writing with one of the most committed limited warranties and adjustment policies in the truck tire industry. We encourage you to thoroughly review your coverage. When you do, you'll more fully appreciate the sound investment you've made. One that will grow in value, mile after profitable mile.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact your local Continental authorized dealer. Find the nearest location at www.continental-truck.com.
2. If for any reason, local service or information is not available, call or write the nearest Continental Region Office or Service Centers. See contacts below.

Continental Tires the Americas

1830 MacMillan Park Drive
Fort Mill, SC 29707
Phone: 704-583-3900

Technical Customer Services & Warranty

3000 Continental Parkway
Clinton, MS 39056
Phone: 800-726-7113
TI_CQ_SM_help.trucktires@continental.com

TPMS Warranty and Technical Support

1-866-449-7389

INSIDE SALES - U.S.

800-450-4028 East U.S. / Canada (French available)
800-450-3187 West U.S.

FOR ROADSIDE SERVICE

1-877-TRUKFIX (1-877-878-5349)

Continental Tire Canada, Inc. Customer Relations

1 Robert Speck Parkway, Suite No. 900
Mississauga, ON L4T 3M3
Phone: 905-568-1303
English and French, select Customer Relations



CERTIFICATE OF COMPLETION

Presented To

Josh Mcclurg

For successfully completing all required coursework and training for

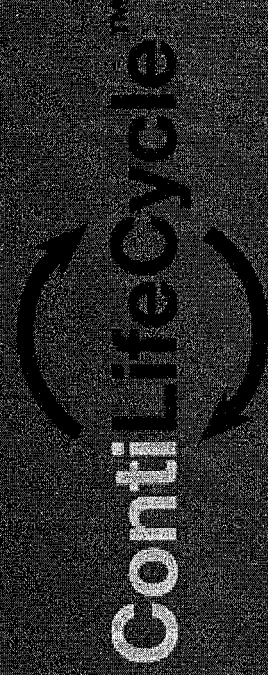
CLC Journeyman Training

Date: May 2024

Signature _____

John Barnes
John Barnes
ContinentalLifeCycle Manager the Americas

Tyler Baisch
Signature Tyler Baisch
Tyler Baisch
ContiLifeCycle Training Specialist



CERTIFICATE OF COMPLETION

Presented To

Boyd Campbell

For successfully completing all required coursework and training for

CLC Apprenticeship Training

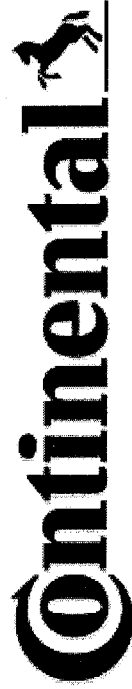
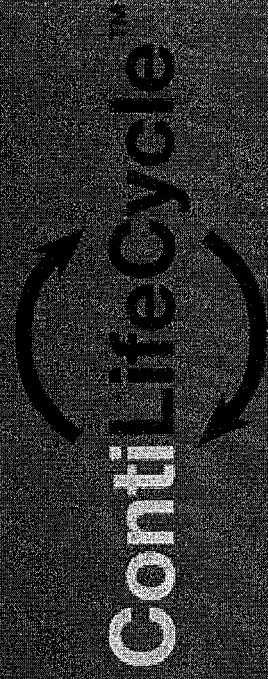
Extrusion

Date: May 2024

Signature _____

John Barnes
John Barnes
ContinentalLifeCycle Manager the Americas

Tyler Baisch
Signature Tyler Baisch
Tyler Baisch
ContiLifeCycle Training Specialist



CERTIFICATE OF COMPLETION

Presented To

Dale Cook

For successfully completing all required coursework and training for


CLC Apprentice Training

Building

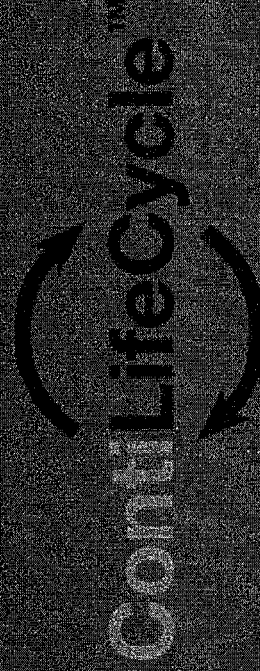
Date: May 2024

Signature _____


John Barnes
ContinentalLifeCycle Manager the Americas


Tyler Baisch
ContiLifeCycle Training Specialist

BILL MORGAN



Continental

CERTIFICATE OF COMPLETION

Presented To

Shiloh Hicks

For successfully completing all required coursework and training for

CLC Apprenticeship Training

Skive

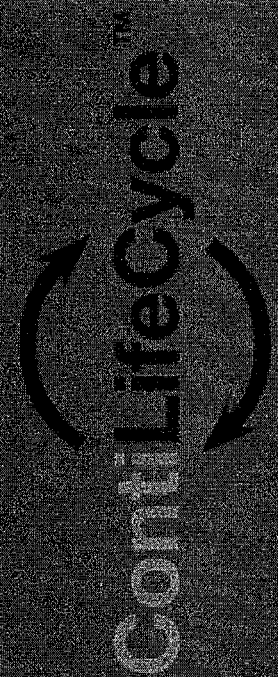
Date: May 2024

Signature _____

JL Barnes
John Barnes
ContinentalLifeCycle Manager the Americas

Tyler Baisch
Tyler Baisch
ContiLifeCycle Training Specialist

BILL MORGAN



CERTIFICATE OF COMPLETION

Presented To

Dakota Scott

For successfully completing all required coursework and training for

CLC Apprenticeship Training

Initial Inspection

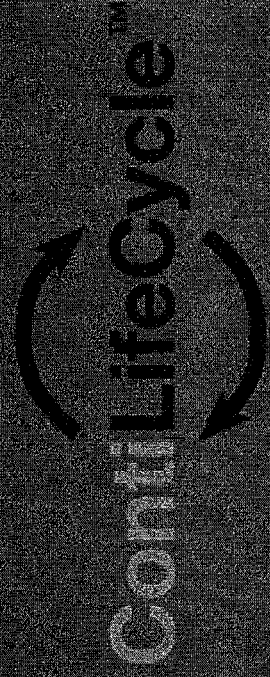
Date: May 2024

Signature _____

JL Barnes
John Barnes
Continental LifeCycle Manager the Americas

Tyler Baisch
Tyler Baisch
ContiLifeCycle Training Specialist

Continental



CERTIFICATE OF COMPLETION

Presented To

Travis Hixson

For successfully completing all required coursework and training for

CLC Apprentices Training

Buffing

Date: May 2024

Signature _____

John Barnes
John Barnes
ContinentalLifeCycle Manager the Americas

Tyler Baisch
Signature Tyler Baisch
Tyler Baisch
ContiLifeCycle Training Specialist

