

Lexington-Fayette Urban County Government

Lexington, Kentucky Horse Capital of the World

Division of Central	Purchasing		Date of 1	Date of Issue: August 17, 2022				
	INVI	TATION TO BID #100-2	022 Light Duty Auto Part	rs.				
Bid Opening Date: Address:		2022 st be submitted on line at https://	Bid Opening Ti //lexingtonky.ionwave.net/	me: 2:00 PM				
Type of Bid:	Price Contr	act						
Pre Bid Meeting: Address:	N/A N/A		Pre Bid Time:	N/A				
be submitted/uploaded	d by the abov shipping, hand	e-mentioned date and time.	net/ until 2:00 PM, prevailing local time t of delivery (unless otherwise specified					
Bid Specif	fications Met _sal submitted.	<u>Check One:</u> X Exceptions to Bid Specificatio	ns. Exceptions shall b e itemized and	Proposed Delivery: _1 days after acceptance of bid.				
Procurement Car services and also to	<u>d Usage-Th</u> make payme	e Lexington-Fayette Urban County G nts. Will you accept Procurement Ca	Government may be using Procurement rds?Yes	t Cards to purchase goods and No				
To expedit	Gene	he forms in this document she fall Parts Distribution, LLC dba Arearts and/or Carquest Auto Part Firm Name 4200 Six Forks Road		led with your bid.				
		Address Raleigh, NC 27609 City, State & Zip Richard Merchant	SVP Professional S	Sales				
Bid must l	be signed:	Richard Merchant (Aug 30, 2022 16:49 EDT) Signature of Authorized Co	mpany Representative - Title					

919-301-4079

Fax #

Richard Merchant

Area Code - Phone - Extension

debra.carey@advance-auto.com

919-909-6348

E-Mail Address

Representative's Name {Typed or printed}

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

	AFFIDAVIT
perju	Comes the Affiant, Rich Merchant, and after being first duly sworn under penalty of as follows:
1. F	His/her name is Rich Merchant and he/she is the individual submitting the bid or is the
a	authorized representative of General Parts Distribution, LLC DBA Advance Auto Parts/Carquest
t	he entity submitting the bid (hereinafter referred to as "Bidder")
j:	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 ife of the contract.
	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
F	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
t	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.
	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
(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.
STA	TEOF North Carolina
cou	INTY OF Wake
	The foregoing instrument was subscribed, sworn to and acknowledged before me
by _	Michael Davissen on this the 30 days Commission Commission
of _	August , 2022
	My Commission expires: 8-12-26 COUNTY
	NOTARY PUBLIC, STATE AT LARGE

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 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_X_ No__ _

II. <u>Bid Conditions</u>

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

- or technical reasons, and to award each part of the bid separately, 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 Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be 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.
- 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, s ♦ 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, s \(\Phi \) 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 shalt for the length of the contract, fumish 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 contractorshall 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 particularjob.

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 periodpursuant to KRS Chapters 136 {corporation and utility taxes}, 139 {sales and use taxes}, 141 {income taxes}, 337 {wages and hours}, 338 {occupational safety and health of employees}, 341 {unemployment and compensation} and 342 {labor and human rights} that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

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

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for.!. 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! 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)
- 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.
 - 0 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 Central Purchasing.

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

- ntle 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 o fphysical 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.

<u>Bidders</u>

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

- 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.

Richard Merchant Richard Merchant (Aug 30, 2022 16:49 EDT)	Aug 30, 2022
Signature	Date

WORKFORCE ANALYSIS FORM

Name of Organization:		

Categories	Total	l) Hisp	hite Not panic or tino)	Hisp o Lat		Afrid Ame (N	rican lot anic	Haw Ot Pa Isla (N Hisp	tive aiian her cific nder lot banic atino	Asi (N Hisp o Lat	ot anic r	India Alas Na (n Hisp	rican an or skan tive not panic atino	more (I Hisp	vo or e races Not anic or atino	То	tal
		М	F	M	F	М	F	М	F	М	F	М	F	М	F	М	F
Administrators						1		-		1 1000		++-					
Professionals																	
Superintendents	1 2						9.0	-	1 + + 1			+++	11				
Supervisors																	
Foremen				1							1					-	
Technicians	i = 1			-													
Protective Service													4				
Para-Professionals	-							7.1									
Office/Clerical	1 == 1																
Skilled Craft												STEL	li ii				
Service/Maintenance							11										
Total:			1 11					TI					1				

Prepared by:	Date: ' '
(Name and Title)	Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING 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 Central Purchasing 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 Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street - Room 338 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 Central Purchasing (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 Central Purchasing 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 MWBDE 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 MWBDE 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.

<u>Note:</u> 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 Central Purchasing
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 Central Purchasing):

Certi.iedDisadvantagedBusinessEnterprise (DBE) - a business in which at leastfif! J-one percent (51%) is owned, managed and controlled l? J aperson(s) who is social! J and economical! J disadvantaged as define l? J 49 CPR subpart 26.

Certi.ied Minority Business Enterprise (MBE) - a business in which at leastftf! J-one percent (51%) is owned, managed and controlled l? J an ethnic minori! J (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined infederal law or regulation as it may be amended from time-to-time.

Certi.ied Women Business Enterprise (WBE) - a business in which at leastfift.y-one percent (51%) is owned, managed and controlled l?J a woman.

Certi.ied Veteran-Owned Small Business (VOSB) - a business in which at leastfif! J-one percent (51%) is owned, managed and controlled l? J a veteran who served on active du! J with the U.S. Army, Air Force, Nary, Marines or Coast Guard

Certi.ied Service Disabled Vete.rnn Owned Small Business (SDVOSB) - a business in which at leastftf! J-one percent (51%) is owned, managed and controlled l? J a disabled veteran who served on active du! J with the U.S. Army, Air Force, Nary, 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	snriller@lexing!onky.gov	859-258-3323
Commerce Lexington - Minority Business Development	Tyrone Tyra	!!Y[a@commercelexing!on.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UKSBDC	shawn.rogers@ukv.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	nalcom@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Me1vin.bmes2@kv.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@kv.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	snrixon@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@nwboc.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	nroduction@kemewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM	
Bid/RFP/Quote Reference#	_

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 Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBEor DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersi $_{g\,n}$ ed 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.

Company	Company Representative
Date	Title



Date

LFUCG MWDBE PARTICIPATION FORM	
Bid/RFP/Quote Reference#	_

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 Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBEor	Work to be Performed	Total Dollar Value of the	% Value of Total Contract
Address, Fholie, Ellian	DBE		Work	Contract
1.				
2.				
3.				
3.				
4.				

	ove list of MWDBE firms to be used in accomplishing the work on may result in the termination of the contract and/or be subject to nents and false claims.
Company	Company Representative

Title



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference#_____

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 Central Purchasing for approval. By the authorized $si_{g\,n}$ ature 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.

SUBSTITUTED	MWDBE Formally	Work to Be	Reason for the	Total Dollar	% Value of Total
MWDBE Company	Contracted/ Name,	Performed	Substitution	Value of the	Contract
Name, Address, Phone, Email	Address, Phone, Email			Work	
_	Eman		4		
1.					
2.					
3.				,	-
<i>J</i> .					
4.					
ō.			· · · · · · · · · · · · · · · · · · ·		

The undersi $_{gn}$ ed acknowledges that any mis applicable Federal and State laws concerning	srepresentation may result in termination of the contract and/or be subject to g false statements and false claims.
Company	Company Representative
Date	Title



Date

MWDBEQUOTESUMMARYFORM	
Bid/RFP/Quote Reference#	

The undersigned	acknowledges	that the	minority	and/or veteran	subcontractors	listed	on this	form	did
submit a quote to	participate on	this proje	ct. Failure	e to submit this fo	rm may cause re	jection o	of the bio	1.	

Company Name					Con	tact Person			
Address/Phon	e/Email				Bid	Package / Bid D	ate		
MWDBE Company Addrc	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Service to be perfor		Method of Communication (email, phone meeting, ad, event etc)	Total dollars\$\$ Do Not Leave Blank (Attach Documentation)	MBE* AA HA AS NA Female	Veterai
			2.	i e		s 9			
			,			·			
Islander/ \overline{N} The undersi _g	A = Native _n ed acknown	e American) wledges that all	information	is accı	ırate.	Any misrepresenta	= Asian America ation may result in tatements and claim	erminatio	

Title



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 $si_{g\,n}$ ature 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 Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Project Name/ Contract# Company Name: Federal Tax ID:				Work Period/	From:		То:	
				Address:				
				Contact Person	1:			
Subcontractor Vendor ID (name, address, phone, email	Description ofWork	Total Subcontract Amount	% of Total Contrac Awarde to Prim for this Project	this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date	
By the si _{g n} ature bel epresentations set f inder applicable Fe	orth below is tr	ue. Any misrepr	esentatio	ns may result in th	ne termination of			
Company			7	Company Repres	entative			

LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote#_____

By the si_{gn} ature 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 Central Purchasing 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 MWBDE 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 MWBDE 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.

Date		Title
Company		Company Representative
The undersign of the contract	a ed acknowledges that all information is ct and/or be subject to applicable Federa	accurate. Any misrepresentations may result in termination all and State laws concerning false statements and claims.
	rejection of bid. Bidders may include	e documentation requested in this section may be cause for any other documentation deemed relevant to this requirement MBE Liaison. Documentation of Good Faith Efforts must be ation Goal is not met.
	<u></u>	the bidder submits which may show that the bidder has made de MWDBE and Veteran participation.
	Made efforts to expand the searthe usual geographic boundaries.	rch for MWBE firms and Veteran-Owned businesses beyond
		nce to or refer interested MWDBE firms and Veteran-Owned equipment, supplies, materials, insurance and/or bonding to bid proposal
	fact that the bidder has the ability an will not be considered a sound reason	asons why the quotations were considered unacceptable. The d/or desire to perform the contract work with its own forces in for rejecting a MWDBE and/or Veteran-Owned business's all be construed to require the bidder to accept unreasonable and Veteran goals.
	Veteran-Owned businesses which we	quotations received from interested MWDBE firms and ere not used due to uncompetitive pricing or were rejected as uses from firms indicating that they would not be submitting

Date

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

The Lexington-Fayette Urban County Government ("LFUCG") <u>may</u> 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 oflaborers 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(1). 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.

wiii icj	port an suspected of reported violan	ons of any of the laws identified in this paragraph to Li oco	i
All contra	Provisions act provisions for contracts under federal awards ral awards.	s shall be self-deleting. Buyer further agrees that they shall not purchase products	from vendor utilizir
	Signature	 Date	

1.0 SCOPE OF BID

- 1.1 These specifications describe routinely required repair parts necessary to maintain the fleet of light duty vehicles and equipment owned and operated by the Lexington Fayette Urban County Government.
- 1.2 The primary objective of this contract is to provide the Lexington Fayette Urban County Government with the highest quality repair parts at the best available price. The Lexington Fayette Urban County Government retains the right to determine the usability, suitability, overall quality, and value of all parts and supplies purchased under this contract.
- 1.3 Vehicle makes owned by LFUCG include (but not limited to): Ford, Chevrolet, Dodge, Toyota, Honda, Nissan.

2.0 REQUIREMENTS

- 2.1 Delivery: Vendor shall provide timely delivery of parts during normal working hours, on an as needed basis. Normal delivery hours are Monday through Friday 8:00 am to 4:30 pm, however times could change depending on the operation hours of the facility. Bids which stipulate a minimum order amount for delivery will be rejected. There shall be no delivery charge or fuel surcharge for the term of this contract. In the interest of reducing overall handling cost, the LFUCG will endeavor to minimize and consolidate deliveries whenever possible. A complete and accurate invoice shall accompany each delivery. If an invoice reflects a price increase which has not been approved under the terms stated in paragraph 2.2 the invoice will not be processed for payment and LFUCG will request a revised invoice be submitted reflecting the applicable and agreed upon price.
- 2.2 Prices: Bid price <u>levels</u> shall remain in effect throughout the term of this contract. Bids including a discount or cost *range* will be rejected. All pricing must utilize a part manufacturer's reference price level and be **verifiable** as such. Example: if bidder submits a bid for Acme piston rings @ list price less 10%, bidder must provide the published Acme list price sheet for piston rings. **Verifiable** manufacturer's price information must be available in printed, electronic, or digital format or available online.
 - Pricing may be adjusted periodically in accordance with the master OMNIA Partners government cooperative agreement.
- 2.3 Price Increase: Price increases are allowed however any price increase must be from the manufacturer and not from the vendor/dealer directly, any increase must be proven that it came from the manufacturer and shall be submitted within 1 week of the increase. Any increase that is not substantiated shall be rejected by LFUCG.
- 2.4 Parts Warranty: Bidder shall supply warranty terms and details for each manufacturer represented in bid package. Part warranties shall be used in the evaluation of bids and in purchasing decisions made under the terms of this contract. Warranty credit shall be written within 2 business days of vendor receiving defective product.
- 2.5 Literature: Vendor shall supply printed, electronic, or on line access to catalogs of manufactures represented in bid. Bidder shall also be responsible for providing documentation of the manufacturer's benchmark prices from which LFUCG's price is derived.

- 2.6 Emergency Purchases: the Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from any available source in an emergency. The following conditions may be considered an emergency:
- 2.6.1 Contract vendor does not have the needed parts or supplies in stock.
- 2.6.2 Contract vendor is not open for business when parts or supplies are needed.
- 2.6.3 Contract vendor cannot deliver in required time.
- 2.7 Open Market Purchases: The Lexington Fayette Urban County Government reserves the right to purchase parts and supplies from contract vendors or from other sources whereby parts and/or supplies are offered at special, promotional, or "one-time-only" pricing provided that such are discounted below the price established in the Price Contract.
- 2.8 Core Charges: Under the terms of this contract the LFUCG agrees to provide a suitable core for all rebuilt or exchange parts purchased requiring such an exchange. In the interest of paperwork reduction and lower administrative cost, the LFUCG requires that vendors NOT invoice core deposit charges. A suitable core shall be provided within 5 business days for any purchase that requires a core exchange.
- 2.9 Special Shipping: If an ordered item is out-of-stock in the bidders inventory and LFUCG requests special expedited shipping, the cost of the expedited shipping can be passed through to the LFUCG; otherwise no shipping or delivery charges are permitted under the terms of this contract.
- 2.10 LFUCG Contract: This will be an exclusive LFUCG contract, bids will not be accepted that are piggybacked or referred to, off any Federal, State, or any other local contracts.

3.0 INSTRUCTIONS

- 3.1 In each category for which your company can provide the listed items, indicate the name of the manufacturer and the price level of your bid.
- 3.2 For each brand name indicated on your bid, it will be assumed that the full line of that brand is offered at the bid price level.

	Parts	Manufacturer (Brand)	Price Level
	LIGHT DUTY		List minus a percentage
4.0	ENGINE PARTS		
4.1	Pistons, piston pins, piston rings ,camshafts, valves, lifters, pushrods, bearing inserts, timing chains, sprockets, oil pumps, motor mounts, etc.	BWD, Driveworks, Cardone Denso, Factory Air, Delphi Hitachi	Retail price less 13% - List price available on www.advancepro.com
4.2	Engine gaskets, gasket sets	Fel-Pro, Mahle, Sealed Power Dorman, Walker, Beck/Amley	Retail price less 14% - List price available on www.advancepro.com
5.0	DRIVEL/NE PARTS		
5.1	Clutch discs, pressure plates.	Doorman	Retail price less 14% - List price available on www.advancepro.com
5.2	Universal Joints, yokes, driveline hardware.	MOOG, Driveworks	Retail price less 20% - List price available on www.advancepro.com

6.0	SUSPENSION AND STEERING PARTS		
6.1	Ball joints, tie rod ends, drag links, idler anns, pitman anns, king pins, etc.	Dorman, Walker	Retail price less 17% - List price available on www.advancepro.com
6.2	Coil Springs	Autocraft, Powerbuilt	Retail price less 26% - List price available on www.advancepro.com
6.3	Shock Absorbers & Struts	Monroe	Retail price less 15% - List price available on www.advancepro.com
6.4	Power steering pumps	National, Fenco, Carquest	Retail price less 25% - List price available on www.advancepro.com
6.5	Power Steering Hose (pre-assembled OEM style)	Autocraft	Retail price less 14% - List price available on www.advancepro.com
7.0	SEALS, BEARINGS		
7.1	Seals - This category is for full coverage seal lines such as Chicago Rawhide, National, Stemco, etc.	Carquest, Fel Pro, National, Stemco, Philips	Retail price less 20% - List price available on www.advancepro.com
7.2	Bearings - This category is for full coverage bearing lines such as Bower/BCA, Federal Mogul, Timken, etc.	National, Lisle, Automann	Retail price less 20% - List price available on www.advancepro.com
8.0	WHEELS		
8.1	Wheels, auto and light truck (OEM type steel wheels)	No Bid	
9.0	BRAKE PARTS		
9.1	Automobile and Light Truck		
9.1.1	Lined brake shoes, disc brake pads	Carquest, Wearever, Akebono	Retail price less 35% - List price available on www.advancepro.com
9.1.2	Brake drums, disc brake rotors	Carquest	Retail price less 35% - List price available on www.advancepro.com
9.1.3	Remanufactured disc brake calipers	Wearever	Retail price less 35% - List price available on www.advancepro.com
9.1.4	Misc. parts for hydraulic brake systems: new & reman. master cylinders, wheel cylinders, wheel cylinder kits, brake hardware	Wearever, AGS	Retail price less 35% - List price available on www.advancepro.com
9.1.5	OEM style brake hose	Dorman, Gates, Philips	Retail price less 35% - List price available on www.advancepro.com
9.1.6	Vacuum type brake boosters	Wearever	Retail price less 35% - List price available on www.advancepro.com
10.0	EXHAUST SYSTEM PARTS		
10.1	Mufflers, exhaust pipes, tail pipes, clamps, hangers, exhaust hardware and accessories	Walker, Dorman, Maganaflow Bosal, Nickson Industries	Retail price less 20% - List price available on www.advancepro.com
10.2	OEM style catalytic converters		Retail price less 17% - List price available on www.advancepro.com
11.0	ELECTRICAL PARTS		
11.1	Ignition Parts: coils, distributor caps, rotors, reluctors, switches, relays, solenoids, magnetic pickups,	Dorman, BWD, Denso, Delphi Hitachi	Retail price less 15-18% - List price available at www.advancepro.com
11.2	Spark plug wire sets (OEM style, ready to install)	Carquest, Driveworks	Retail price less 20% - List price available on www.advancepro.com
11.3	Bulk spark plug wire, spark plug wire makeup supplies, tenninals, boots, etc.	Carquest, Driveworks	Retail price less 10-20% - List price available on www.advancepro.com
11.4	Primary wire, bulk battery cable, wire tenninals, battery cable makeup supplies	Autocraft, Schumacher, OPTIMA, Deltran, CTEK	Retail price less 33% - List price available on www.advancepro.com
11.5	Battery cable - pre-assembled OEM style	Automann, Carquest, Autocraft	Retail price less 33% - List price available on www.advancepro.com
11.4	AC brand spark plugs (enter a bid here only if your company offers AC spark plugs)	AC	Retail price less 10% - List price available on www.advancepro.com
11.5	Champion brand spark plugs (enter a bid here only if your company offers Champion spark plugs)	Champion	Retail price less 10% - List price available on www.advancepro.com

11.6	Autolite brand spark plugs (enter a bid here only if your company offers Autolite spark plugs)	Autolite	Retail price less 10% - List price available on www.advancepro.com
11.7	Motorcraft brand spark plugs (enter a bid here only if your company offers Motorcraft spark plugs)	Motorcraft	Retail price less 10% - List price available on www.advancepro.com
11.8	NGK brand spark plugs (enter a bid here only if your company offers NGK spark plugs)	NGK	Retail price less 10% - List price available on www.advancepro.com
11.9	Other brand spark plugs (enter a bid here for any brand spark plug not mentions above)	Bosch, Denso, E3	Retail price less 10% - List price available on www.advancepro.com
11.10	Lamps (bulbs) - sealed beam, miniature lamps, etc.	Sylvania	Retail price less 15% - List price available on www.advancepro.com
11.11	Remanufactured starters and alternators	Carquest, Denso, Bosch	Retail price less 8% - List price available on www.advancepro.com
11.12	Charging System Parts: voltage regulators, diode packs, etc.	BWD	Retail price less 25% - List price available on www.advancepro.com
12.0	FUEL SYSTEM PARTS		
12.1	Fuel pumps - new, OEM style electric pumps	Carquest, BWD, Denso, Delphi Hitachi, AUS, AC Delco	Retail price less 15% - List price available on www.advancepro.com
12.2	Electronic fuel injection parts	Carquest, BWD, Denso, Delphi Hitachi, AUS, AC Delco	Retail price less 15% - List price available on www.advancepro.com
13.0	COOLING SYSTEM PARTS		
13.1	Water Pumps (new)	Carquest, Cardone	Retail price less 15% - List price available on www.advancepro.com
13.2	Radiators (new, complete, OEM style)	Carquest, Denso	Retail price less 15% - List price available on www.advancepro.com
13,3	Thermostats	Stant, Factory Air, Motorad	Retail price less 14% - List price available on www.advancepro.com
13.4	Coolant Hose: Straight radiator hose, molded hose, heater hose, including silicone	Dayco, Dorman, HBD Thermoid	Retail price less 14% - List price available on www.advancepro.com
13.5	Fan Belts	Gates, Dayco	Retail price less 34% - List price available on www.advancepro.com
13.6	Hose Clamps	Interdynamics, Dorman Apex Tool, Supercool	Retail price less 14% - List price available on www.advancepro.com
14.0	HEATING AND AIR CONDITIONING PARTS		
14.1	A/C compressors, clutches, evaporators, valves, driers, etc.	Carquest, Fel-Pro	Retail price less 13% - List price available on www.advancepro.com
14.2	Blower motors, switches, resistors, etc.	Red Dot	Retail price less 10% - List price available on www.advancepro.com
14.3	Heater cores (new)	Carquest, Automann, Milton, Dayco	Retail price less 15% - List price available on www.advancepro.com
15.0	MISCELLANEOUS PARTS		
15.1	Caps: fuel, oil, radiator	Lisle, Dorman	Retail price less 14% - List price available on www.advancepro.com
15.2	Windshield wiper motors	Dorman	Retail price less 13% - List price
15.3	Windshield wiper blades, arms, refills, washer pumps	Trico, Bosch, Rain-X, Kleenview XtraClear	available on www.advancepro.com Retail price less 8-33% - List price available on www.advancepro.com
15.4	Miscellaneous automotive hardware line such as Dorman, Motormite, Champ Service, Au-ve-co, etc.	Irwin, Champion, Helicoil, Solar, Forney	Retail price less 13% - List price available on www.advancepro.com
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
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17.1	Remanufactured transmission assemblies	Moveras, Shift Pro by ETE, Pro-King, Retech	Retail price less 5% - List price available on www.advancepro.com
17.0	Remanufactured engine assemblies	Spartan/ATK, AER	Retail price less 5% - List price available on www.advancepro.com
	EXCHANGE ENGINES FIRANSMISS/ONS	please indicate brand name and warranty terms	
16.5	Body panels, fenders, hoods, etc. OEM quality	No Bid	
16.4	Special body fasteners, clips, retainers	John Dow Industries, Omix-Ada	Retail price less 35% - List price available on www.advancepro.com
16.3	Autobody fillers, resins, hardeners, etc.	Bondo, Dynatron	Retail price less 35 - List price available on www.advancepro.com
16.2	Abrasive products, masking tape, masking paper	Scotch, Transtar, Norton Body Supply	Retail price less 35% - List price available on www.advancepro.com
16.1	Automotive paint systems. Includes paints, primers, additives, reducers, etc.	Grow Automotive, Zep	Retail price less 8% - List price available on www.advancepro.com
16.0	Paint: aerosol cans	Krylon	Retail price less 8% - List price available on www.advancepro.com
	PAINT AND BODYSHIOP SUPPLIES		D 1 1 1 1 20/ 11 1
15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		
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15.5	Non-Categorized: Enter any lines here you wish to offer for which no appropriate category exists on this form.		

Deviations from Specifications

Catalog & Pricing

"Pricing may be adjusted periodically in accordance with the master OMNIA Partners government cooperative agreement."

Discount percentages remain static.

Details are available at: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/advance-auto-parts

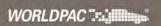
Pricing, Availability and Warranty are provided through Advance's online catalog, www.advancepro.com.

Federal Provisions

All contract provisions for contracts under federal awards shall be self-deleting. Buyer further agrees that they shall not purchase products from vendor utilizing any federal awards.









Advance Auto Parts Limited Warranty Policy

General Limited Warranty Period and Applicability

The warranty period is 90 days from your date of purchase or any longer warranty period that may be printed on your original sales receipt. During the warranty period, we will replace or refund, at our option, any new part that fails due to a defect in materials or workmanship under normal use and service after proper installation. Simply return the part along with your original sales receipt to any Advance Auto Parts store. You must be the original purchaser of the part and still own the vehicle on which it was installed. This warranty is not transferrable. Replacement parts are warranted for 90 days from the date of exchange or the remainder of the warranty period on the original part, whichever is longer.

Refunds will only be considered if you bring the defective part to an Advance Auto Parts store along with your original sales receipt within 90 days from the original date of purchase. Refunds will be issued in accordance with our Refund Policy.

Battery Limited Warranty

The battery Free Replacement Period begins the day of purchase and expires at the end of the Free Replacement Period that is printed on your original sales receipt. This period does not renew when the battery is replaced during the Free Replacement Period. There is no other warranty outside of the Free Replacement Period that began when the battery was purchased. Installation or use of an automotive battery in any other type of vehicle or equipment voids your warranty.

What is Not Covered

- Failure due to: accident or collision; misuse, abuse or modification; chemical fallout; salt, hail, or other environmental
 conditions including natural disasters; marine use; improper installation; installation of an incorrect part; and damages caused
 by other faulty parts.
- Parts under manufacturer's recall for a related problem.
- Parts installed on vehicles used off-road or for racing purposes.
- Parts installed on a commercial-use vehicle after 90 days (see below).
- Normal wear and tear.
- Used or salvage parts.

Commercial Use Vehicles

Parts installed on commercial-use vehicles are warranted for 90 days from the date of purchase only, regardless of any longer warranty period that may be printed on your sales receipt.

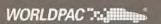
Part-Specific Requirements

Certain parts must meet specific installation requirements. Failure to provide proof that these requirements have been met will void your warranty.

- A/C Compressors. Flushing is required. Must also install a new receiver dryer/accumulator, orifice tube or expansion valve (as applicable).
- Clutch/Clutch Kits. The clutch/clutch kit must be installed according to the manufacturer's
 instructions, including installation of a new pilot bearing and resurfacing of the flywheel. Clutches contaminated by oil and
 grease are not eligible for warranty replacement/refund.
- Crankshafts. The installer must validate that the crankshaft OE number matches and there is no visible damage to the unit prior to installation. Warranty is limited to replacement of the crankshaft and bearings prior to installation. Warranted crankshafts that are returned must include the bearings supplied with the unit.
- Fuel Pumps. Replacement of pump strainer (for in-tank electric pumps) and inline fuel filter at time of repair is required. Must also drain and clean fuel tanks.









Remanufactured Transmissions Limited Warranty

General

- All warranties set forth herein are those of the manufacturer. The warranty belongs to the person or business whose
 name is printed on the purchase receipt or Order Confirmation email and cannot be transferred to anyone at any time.
- Advance Auto Parts hereby disclaims all warranties, expressed or implied, relating to your transmission, including, but not limited to the warranties of merchantability and fitness for particular purpose.

What is Covered?

- Your automatic transmission, is warranted against defects in materials or workmanship for a period of 36 months or 75,000 miles, whichever comes first. Manual transmissions & transfer cases are warranted for 12 months against defect in materials or workmanship from date of purchase. Commercial applications are warranted for 12 months or 12,000 miles whichever comes first. There will be no refunds issued after 90 days from original purchase date.
- If your transmission fails during the warranty period, please notify the Advance Auto Parts warranty department at (888) 286-6772 between the hours of 8:00 am to 5:30 pm Monday through Friday Eastern time. The warranty department, not the store, will help to administer the warranty with the manufacturer. Should the manufacturer determine that the transmission requires replacement, you must return the alleged defect before you can receive the replacement. There can be no exceptions.
- This limited warranty also provides partial reimbursement for labor cost in the event the transmission is found to be defective in materials or workmanship under examination by the manufacturer. Labor will be paid only if the transmission is originally installed by a licensed repair facility. Customer will be asked to submit a printed work order for the original installation. No labor is paid for self-installed units.
- Labor reimbursement is limited to \$50.00 per hour based on time allowed by the Mitchell labor guide. All labor
 payments must be approved by the manufacturer before being paid. \$350.00 is the maximum amount paid for
 replacement or repair, and includes any diagnostic charges to determine the cause of failure.

What is NOT Covered?

- This limited warranty does not cover towing charges, rental vehicles, fluids, inconvenience, loss of time, commercial loss, property damage, personal injury, or any other incidental or consequention loss or damage.
- This limited warranty does not apply if the transmission has been abused, neglected, improperly maintained, damaged in an accident, modified, improperly installed, or damaged due to the operation of parts or items not furnished with the transmission.
- Any unauthorized removal or repairs will void the warranty. Before doing anything, please call (888) 286-6772 for warranty assistance.
- Some units are shipped with auxillary coolers designed to replace the OE cooler. Failure to install and use this cooler will void warranty for replacement or labor.
- This limited warranty does not apply to vehicles used commercially for snow removal, or for off road vehicles. This
 usage will void any warranty.

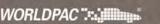
Note: Please check the transmission before installing. Is this the correct transmission? We try very hard to supply you with the correct transmission, but mistakes can and will happen. The final check is for you to compare the transmission removed from the car with the replacement and make sure everything is correct before installing it. Now is the time to be sure, not after it is installed.

There will be no labor reimbursement for the installation and removal of the wrong transmission.

Some states do not allow limitations on how long an implied warranty lasts, so the above information may not apply to you. This warranty gives you specific rights, and you may have other rights, which vary from state to state. Advance auto parts does not authorize any person to vary in any way, the terms, conditions, or exclusions of this warranty.









Remanufactured Transmissions Limited Warranty

General

- All warranties set forth herein are those of the manufacturer. The warranty belongs to the person or business whose
 name is printed on the purchase receipt or Order Confirmation email and cannot be transferred to anyone at any time.
- Advance Auto Parts hereby disclaims all warranties, expressed or implied, relating to your transmission, including, but not limited to the warranties of merchantability and fitness for particular purpose.

What is Covered?

- Your automatic transmission, is warranted against defects in materials or workmanship for a period of 36 months or 75,000 miles, whichever comes first. Manual transmissions & transfer cases are warranted for 12 months against defect in materials or workmanship from date of purchase. Commercial applications are warranted for 12 months or 12,000 miles whichever comes first. There will be no refunds issued after 90 days from original purchase date.
- If your transmission fails during the warranty period, please notify the Advance Auto Parts warranty department at (888) 286-6772 between the hours of 8:00 am to 5:30 pm Monday through Friday Eastern time. The warranty department, not the store, will help to administer the warranty with the manufacturer. Should the manufacturer determine that the transmission requires replacement, you must return the alleged defect before you can receive the replacement. There can be no exceptions.
- This limited warranty also provides partial reimbursement for labor cost in the event the transmission is found to be defective in materials or workmanship under examination by the manufacturer. Labor will be paid only if the transmission is originally installed by a licensed repair facility. Customer will be asked to submit a printed work order for the original installation. No labor is paid for self-installed units.
- Labor reimbursement is limited to \$50.00 per hour based on time allowed by the Mitchell labor guide. All labor
 payments must be approved by the manufacturer before being paid. \$350.00 is the maximum amount paid for
 replacement or repair, and includes any diagnostic charges to determine the cause of failure.

What is NOT Covered?

- This limited warranty does not cover towing charges, rental vehicles, fluids, inconvenience, loss of time, commercial loss, property damage, personal injury, or any other incidental or consequention loss or damage.
- This limited warranty does not apply if the transmission has been abused, neglected, improperly maintained, damaged in an accident, modified, improperly installed, or damaged due to the operation of parts or items not furnished with the transmission.
- Any unauthorized removal or repairs will void the warranty. Before doing anything, please call (888) 286-6772 for warranty assistance.
- Some units are shipped with auxillary coolers designed to replace the OE cooler. Failure to install and use this cooler will void warranty for replacement or labor.
- This limited warranty does not apply to vehicles used commercially for snow removal, or for off road vehicles. This
 usage will void any warranty.

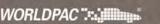
Note: Please check the transmission before installing. Is this the correct transmission? We try very hard to supply you with the correct transmission, but mistakes can and will happen. The final check is for you to compare the transmission removed from the car with the replacement and make sure everything is correct before installing it. Now is the time to be sure, not after it is installed.

There will be no labor reimbursement for the installation and removal of the wrong transmission.

Some states do not allow limitations on how long an implied warranty lasts, so the above information may not apply to you. This warranty gives you specific rights, and you may have other rights, which vary from state to state. Advance auto parts does not authorize any person to vary in any way, the terms, conditions, or exclusions of this warranty.









Product Group	Product Department	Product Class	Retail Discount
BATTERIES			
BATTERIES	BATTERY ACCESSORIES	CHARGERS, TERMINALS, CABLES	33%
BATTERIES	AUTOMOTIVE BATTERIES	PREMIUM (PLATINUM)	33%
BATTERIES	AUTOMOTIVE BATTERIES	BEST (GOLD)	33%
BATTERIES	AUTOMOTIVE BATTERIES	BETTER (SILVER)	33%
BATTERIES	AUTOMOTIVE BATTERIES	GOOD (AUTOMOTIVE)	33%
BATTERIES	HEAVY DUTY BATTERIES	FARM & TRUCK	33%
BATTERIES	OTHER BATTERIES	LAWN & GARDEN, MARINE, POWER SPORTS, WHEEL CHAIR	33%
BATTERIES	SPECIALTY BATTERIES		33%

LIETENS			
AIR FILTERS	AIR FILTERS	PREMIUM GRADE	65%
AIR FILTERS	AIR FILTERS	STANDARD GRADE	57%
AIR FILTERS	AIR FILTERS	ECONOMY GRADE	65%
AIR FILTERS	CABIN AIR FILTERS		25%
OIL FILTERS	OIL FILTERS	PREMIUM GRADE	65%
OIL FILTERS	OIL FILTERS	STANDARD GRADE	65%
OIL FILTERS	OIL FILTERS	ECONOMY GRADE	45%
FUEL FILTERS	FUEL FILTERS		65%
OTHER FILTERS	TRANSMISSION FILTERS		35%
OTHER FILTERS	AGRICULTURAL, BREATHER, MISC		8%
OTHER FILTERS	FILTER ACCESSORIES		65%

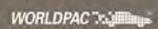
BRAKE SYSTEMS

STATE OF THE STATE			
BRAKES FRICTION	BRAKE PADS	BRAKE PADS PREMIUM	35%
BRAKES FRICTION	BRAKE PADS	BRAKE PADS BEST	35%
BRAKES FRICTION	BRAKE PADS	BRAKE PADS BETTER	35%
BRAKES FRICTION	BRAKE PADS	BRAKE PADS GOOD	35%
BRAKES FRICTION	BRAKE SHOES	BRAKE SHOES	35%
BRAKES DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	BRAKE ROTORS	35%
BRAKES DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	BRAKE ROTORS SPECIALTY	35%
BRAKES DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	BRAKE ROTORS FRONTLINE	45%
BRAKES DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	BRAKE DRUMS	35%
BRAKES HYDRAULICS	BRAKE HYDRAULICS	BRAKE CALIPERS	35%
BRAKES HYDRAULICS	BRAKE HYDRAULICS	BRAKE HOSES, CABLES, MASTER CYLINDERS	35%
BRAKES HYDRAULICS	BRAKE BOOSTERS	BRAKE BOOSTERS	35%
BRAKES HARDWARE	BRAKE HARDWARE	WEAR SENSORS	35%
BRAKES HARDWARE	BRAKE HARDWARE	BRAKE LINES	35%











Product Group	Product Department	Product Class	Retail Discount
PAINT & BODY REPAIR			
PAINT & CHEMICALS	GENERAL PURPOSE		8%
PAINT & CHEMICALS	COMMERCIAL PAINT		8%
PAINT & CHEMICALS	BULK & PROFESSIONAL		8%
PAINT & CHEMICALS	TOUCH UP		8%
PAINT & CHEMICALS	SPECIALTY PAINT		8%
PAINT & CHEMICALS	PRIMER		8%
PAINT & CHEMICALS	PAINT & BODY REPAIR CHEMICALS		8%
PAINT & CHEMICALS	PAINT COATINGS		8%
PAINT & CHEMICALS	MISCELLANEOUS PAINT		8%
BODY REPAIR/TOOLS	TAPE & ADHESIVES		8%
BODY REPAIR/TOOLS	ABRASIVES		35%
BODY REPAIR/TOOLS	BODY FILLERS		35%
BODY REPAIR/TOOLS	SPECIALTY REPAIR	4	35%
BODY REPAIR/TOOLS	BODY TOOLS/ACCESSORIES		35%
BODY REPAIR/TOOLS	FIBERGLASS REPAIR		35%
BODY REPAIR/TOOLS	BODY TRIM & MOLDING		35%
BODY REPAIR/TOOLS	WEATHERSTRIPPING		35%
BODY REPAIR/TOOLS	COMMERCIAL BODY REPAIR		35%

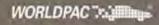
LOSI	TION	/ FRA	ISSION

Talifficity Emission			
AIR INJECTION & O2 SENSORS	OXYGEN SENSORS	DIRECT FIT	34%
AIR INJECTION & O2 SENSORS	OXYGEN SENSORS	UNIVERSAL	34%
AIR INJECTION & O2 SENSORS	AIR INJECTION SYSTEM	SMOG & VACUUM PUMPS	34%
ELECTRICAL COMPONENTS	ENGINE COMPUTER CONTROLS		15%
ELECTRICAL COMPONENTS	VOLTAGE REGULATORS		15%
ELECTRICAL COMPONENTS	SWITCHES & RELAYS		18%
SENSORS & VALVES	SENSORS, VALVES & TRANSMITTERS	TPMS	22%
FUEL INJECTION COMPONENTS	FUEL INJECTION PARTS		15%
FUEL SYSTEMS	CARBURETORS		15%
FUEL SYSTEMS	FUEL PUMPS		15%
FUEL SYSTEMS	GAS TANKS		15%
IGNITION COMPONENTS	IGNITION CAPS & ROTORS		15%
IGNITION COMPONENTS	IGNITION COILS & MODULES		18%
IGNITION COMPONENTS	DISTRIBUTORS		10%
WIRE	WIRESETS, COIL BOOTS		20%
SPARK PLUGS	SPARK PLUGS		10%











Product Group	Product Department	Product Class	Retail Discount		
COOLING SYSTEMS					
RADIATORS	RADIATORS		15%		
RADIATORS	WATER PUMPS & HARDWARE	10	15%		
RADIATORS	RADIATOR FAN ASSEMBLIES		15%		
WATER PUMPS AND HARDWARE	WATER PUMPS		15%		
BELT SYSTEMS	V BELTS		34%		
BELT SYSTEMS	SERPENTINE BELTS		33%		
BELT SYSTEMS	INDUSTRIAL, FHP, SPORT UTILITY	1	23%		
BELT SYSTEMS	BELT HARDWARE		23%		
PARTS & COMPONENTS	FANS & COOLERS		18%		
PARTS & COMPONENTS	THERMOSTATS & HOUSINGS		14%		
PARTS & COMPONENTS	RADIATOR HOSES & COMPONENTS		14%		
PARTS & COMPONENTS	MISCELLANEOUS COOLING PARTS	GAS & OIL CAPS, COOLING CABINETS	14%		

CHASSIS, RIDE CONTROL & POWER STEERING

CHASSIS PARTS	STEERING COMPONENTS	DAMPERS & STABILIZERS, ARMS, TIE RODS	26%
CHASSIS PARTS	SPRINGS	TORSION BARS, COIL SPRINGS	26%
CHASSIS PARTS	SUSPENSION PARTS	SWAY BAR, LINK KITS, BALL JOINTS, CONTROL ARMS, KING PINS	17%
CHASSIS PARTS	ALIGNMENT	ALIGNMENT SHIMS & HARDWARE	28%
RIDE CONTROL	SHOCKS		15%
RIDE CONTROL	STRUTS		15%
POWER STEERING	POWER STEERING & COMPONENTS	POWER STEERING RACK & PINION	25%
POWER STEERING	POWER STEERING & COMPONENTS	POWER STEERING PUMPS	25%
POWER STEERING	POWER STEERING & COMPONENTS	POWER STEERING HOSES & LINES	25%
POWER STEERING	POWER STEERING & COMPONENTS	POWER STEERING COMPONENTS	25%
POWER STEERING	POWER STEERING & COMPONENTS	GEAR BOXES	25%
POWER STEERING	POWER STEERING & COMPONENTS	STEERING SHAFTS	25%

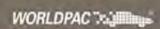
DRIVELINE

CLUTCHES	CLUTCH HYDRAULICS, KITS, PARTS		14%
SHAFTS	SHAFTS & BOOT KITS	SHAFTS	14%
SHAFTS	SHAFTS & BOOT KITS	CV BOOT KITS	14%
TRANSMISSION PARTS	CABLES		15%
TRANSMISSION PARTS	DIFFERENTIAL PARTS		13%
TRANSMISSION PARTS	TRANSMISSION PARTS	1	15%
TRANSMISSION PARTS	MISCELLANEOUS	MOUNTS, YOKES	15%
PARTS AND MOUNTS	MOUNTS		14%
PARTS AND MOUNTS	UNIVERSAL JOINTS		20%
PARTS AND MOUNTS	ENGINE &TRANSMISSION MOUNTS		14%









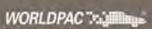


Product Group	Product Department	Product Class	Retail Discoun
AUTOMOTIVE HARDWARE & ENGINE I	PARTS	Cale and any back and an array	
GASKETS	ENGINE GASKETS	COOLING, ENGINE, FUEL SYSTEM, FLUID SEALING, EXHAUST, DRIVELINE	149
ENGINE PARTS	ENGINE PARTS	BALANCERS, PULLEYS	139
ENGINE PARTS	TIMING COMPONENTS		109
ENGINE PARTS	VALVE TRAIN COMPONENTS		159
ENGINE PARTS	PANS AND COVERS		109
ENGINE PARTS	CYLINDER BLOCK COMPONENTS		159
ENGINE PARTS	CYLINDER HEADS		59
ENGINE PARTS	ENGINE BEARINGS		159
ENGINE PARTS	ENGINE OIL SYSTEM COMPONENTS		139
ENGINE PARTS	MANIFOLDS		139
AUTOMOTIVE HARDWARE	LIFT SUPPORTS		139
AUTOMOTIVE HARDWARE	AUTOMOTIVE HARDWARE	AUTOMOTIVE PARTS	139
AUTOMOTIVE HARDWARE	AUTOMOTIVE HARDWARE	DOOR AND BODY PARTS	139
AUTOMOTIVE HARDWARE	AUTO HARDWARE & ACCESSORIES	INTERIOR/EXTERIOR HARDWARE, SPRINGS, CONNECTORS, FITTINGS, FASTENERS, ASSORTMENTS	139
EXHAUST			
EXHAUST	EXHAUST	MUFFLERS	209
EXHAUST	EXHAUST	EXHAUST PIPES	209
EXHAUST	EXHAUST	CATALYTIC CONVERTERS	179
EXHAUST	EXHAUST	MANIFOLDS	179
EXHAUST	EXHAUST	EXHAUST ACCESSORIES	209
BEARINGS, SEALS & HUB ASSEMBLIES			
BEARINGS, SEALS, HUB ASSEMBLIES	HUB ASSEMBLIES	HUB ASSEMBLIES	219
BEARINGS, SEALS, HUB ASSEMBLIES	HUB ASSEMBLIES	4WD HUBS	209
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	DRIVELINE BEARINGS	209
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	WHEEL END BEARINGS	209
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	CLUTCH BEARINGS	259
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	SEALS	209
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	BEARING & SEAL KITS	209
BEARINGS, SEALS, HUB ASSEMBLIES	WHEEL HUBS	WHEEL HUB	275
STARTERS & ALTERNATORS			
STARTERS & ALTERNATORS	ALTERNATORS	NEW & REMANUFACTURED	89
STARTERS & ALTERNATORS	STARTERS	NEW & REMANUFACTURED	89
	The state of the s	The second secon	259











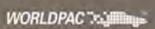
Product Group	Product Department	Product Class	Retail Discount
CLIMATE CONTROL			
HEATING & AIR CONDITIONING	AIR CONDITIONING	A/C COMPRESSORS, FILTER/DRIERS, CONDENSORS/EVAPORATORS, RINGS/GASKETS, HOSES	13%
HEATING & AIR CONDITIONING	BLOWER MOTORS	BLOWER MOTORS	10%
HEATING & AIR CONDITIONING	HEATING	HEATER CORES/VALVES	15%
HEATING & AIR CONDITIONING	BLEND DOORS		17%
ELECTRICAL SYSTEMS	WINDOW SYSTEM PARTS	WINDOW MOTOR/REGULATORS	13%
ELECTRICAL SYSTEMS	WIPER SYSTEM PARTS	WIPER ARMS & MOTORS, WASHER RESERVOIRS, WIPER PULSE BOARDS, WASHER PUMPS	13%
AC CHEMICALS & ACCESSORIES	A/C TOOLS, PARTS, MISC	A/C PARTS	8%
AC CHEMICALS & ACCESSORIES	A/C TOOLS, PARTS, MISC	A/C TOOLS	8%

HEAVY DUTY PARTS				
HD AIR FILTERS	AIR FILTERS		65%	
HD OIL FILTERS	OIL FILTERS		65%	
HD BRAKE SYSTEMS	BRAKE PADS		20%	
HD BRAKE SYSTEMS	BRAKE SHOES		20%	
HD CHASSIS	CHASSIS PARTS		5%	
HD CHASSIS	POWER STEERING & COMPONENTS		15%	
HD CHASSIS	RIDE CONTROL		15%	
HD RIDE CONTROL	TRUCK SHOCKS		15%	
HD HVAC	HEATING & COOLING		8%	
HD HYDRAULICS	HYDRAULICS	HOSE & FITTINGS	42%	
HD POWERTRAIN	EXHAUST		20%	
HD POWERTRAIN	DRIVETRAIN		20%	
HD POWERTRAIN	ENGINE		21%	
HD POWERTRAIN	STARTING & CHARGING	1	8%	
HD WHEELEND	BEARINGS, SEALS, HUB ASSEMBLIES		25%	
HD WHEELEND	WHEEL ATTACHING	NUTS, STUDS, CLAMPS	5%	
HD WHEELEND	AIR BRAKE		20%	
HD OTHER	SAFETY		5%	
HD OTHER	LIGHTING		15%	
HD OTHER	TRAILER PARTS		7%	
HD OTHER	ACCESSORIES		13%	
HD OTHER	CHEMS & LUBES	3 2	7%	











Product Group	Product Department	Product Class	Retail Discount		
ENGINES & EQUIPMENT					
COMMERCIAL SHOP EQUIPMENT	ISN COMMERCIAL TOOLS/EQUIP		5%		
COMMERCIAL SHOP EQUIPMENT	MISC COMMERCIAL EQUIPMENT		5%		
COMMERCIAL TOOLS	AIR TOOLS, BODY REPAIR, SPECIALTY		5%		
HAND & SPECIALTY TOOLS	10		5%		
JACKS AND LIFTS	W La		8%		
ENGINES AND TRANSMISSIONS	ENGINES	REMANUFACTURED	5%		
ENGINES AND TRANSMISSIONS	TRANSMISSIONS	REMANUFACTURED	5%		
ENGINES AND TRANSMISSIONS	REAR AXLE ASSEMBLIES		5%		

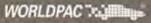
CHEMICALS				
GREASE & LUBRICANTS	HYDRAULIC FLUID	8%		
GREASE & LUBRICANTS	GREASE, GEAR OIL	8%		
GREASE & LUBRICANTS	MISC LUBRICANTS & ACCESSORIES	8%		
MOTOR OIL	CONVENTIONAL & HIGH MILEAGE	5%		
MOTOR OIL	FULL SYNTHETIC & SYNTHETIC BLEND	5%		
MOTOR OIL	HEAVY DUTY	5%		
MOTOR OIL	SMALL ENGINE	5%		
ANTIFREEZE	ANTIFREEZE	5%		
WASHER SOLVENT	WINDSHIELD WASH	8%		
TRANSMISSION FLUID	TRANSMISSION FLUID	8%		
AC CHEMICALS & ACCESSORIES	FREON	8%		
APPEARANCE CHEMICALS	CAR WASH/CARE	8%		
PERFORMANCE & FUNCTIONAL	BRAKE FLUID, CLEANERS/DEGREASERS, ADDITIVES, TREATMENTS	8%		
SEALANTS, ADHESIVES AND COMPOUNDS	ADHESIVES & SEALANTS, COMPOUNDS	8%		
TIRE SEALANTS	TIRE REPAIR	12%		

ACCESSORIES & MISCELLANEOUS		
WIPERS		33%
ELECTRICAL	ELECTRICAL ACCESSORIES, FUSES	30%
TIRE REPAIR & ACCESSORIES		15%
APPEARANCE ACCESSORIES	WASHING, DETAILING, TOWELS	8%
CARGO MANAGEMENT		8%
FLUID MANAGEMENT ACCESSORIES		8%
INTERIOR/EXTERIOR ACCESSORIES		8%
NUTS/BOLTS/MISC HARDWARE		23%
OIL & GAS ACCESSORIES		8%
PROTECTIVE GEAR		12%
HORNS AND SECURITY		8%
TOWING & HITCH		5%











BRAKE SYSTEMS

Brake Pads and Shoes

- Carquest[®] Platinum
 Professional Brake Pads
- Carquest[®] Wearever Gold Brake Pads
- · Wearever® Silver Brake Pads
- Carquest[®] Frontline Brake Pads
- Wagner* ThermoQuiet* Brake Pads
- · Akebono® Brake Pads
- · Wearever® Brake Shoes

Brake Rotors and Drums

- · Carquest® Platinum Rotors
- Carquest[®] Wearever Rotors and Drums
- Carquest[®] Wearever Coated Rotors

Brake Hydraulics

- · Wearever® Calipers
- Carquest[®] New Master Cylinders
- Wearever[®] Reman Master Cylinders
- · Wearever® Brake Boosters

Brake Hardware and Sensors

- · Wearever® Brake Hardware
- · Wearever® Brake Sensors
- AGS* Brake Lines and Fittings



FILTERS

Agricultural Filters

· Carquest® by Baldwin

Air Filters

- · Carquest®
- Purolator[®]
- · AC Delco*
- K & N°
- · Beck/Arnley®

Oil Filter

- Purolator*
- Carquest[®]
- · AC Delco*
- Motorcraft*
- Mopar*
- Mobil™
- · K & N^{*}
- · Mann Hummel

Cabin Air Filters

- · Carquest®
- Purolator*
- Bosch
- · AC Delco®
- Denso

Fuel Filters

- · Carquest®
- Purolator*
- · AC Delco*
- Motorcraft®
- · Beck/Arnley*

PCV Valves and Breather Filters

- Purolator*
- BWD°

Performance Air Filters

- AEM*
- Airaid®
- · Edelbrock*
- Holley*
- K & N[®]
- Spectre*

Transmission Filters

- Carquest®
- · AC Delco®
- · Beck/Arnley®

ENGINE MANAGEMENT

Air Injection System

Cardone

Carburetors

- · GP/Sorensen
- United
- Autoline

Engine Computer Controls

- Dorman
- Cardone

Fuel Pumps and Injection

- · Carquest*
- · BWD*
- Denso
- · Delphi
- Hitachi
- AUS
- · AC Delco®

Gas Tanks

- Spectra Premium[™]
- Dorman[®]

Ignition Caps and Rotors

- · BWD*
- Driveworks[™]

Ignition Coils and Modules

- · BWD*
- Driveworks[™]
- Motorcraft*
- Bosch
- Denso
- Hitachi
- · Delphi
- · AC Delco®

MAF Sensors

- · Cardone*
- Spectra Premium[™]
- Hitachi
- Bosch
- · VDO

Oxygen Sensors

- Bosch
- · Denso
- NTK

Sensors, Valves and Transmitters

- · BWD*
- Driveworks™
- · Cardone*
- Denso
- Factory Air
- Delphi
- Hitachi

Spark Plugs

- · AC Delco®
- Autolite*
- Bosch
- · Champion®
- Denso
- E3
- Motorcraft[®]
- NGK

Switches and Relays

- · Dorman*
- · BWD*
- Denso
- Delphi
- Hitachi

Throttle Bodies

- Techsmart*
- Hitachi
- Bosch
- VD0
- Dorman®

TPMS Sensors

- Pacific
- HUF
- · Dill*
- Dill
- Schrader*
- · VDO

Wiresets/Coil on Plug Boots

- · Carquest®
- Driveworks™





UNDERCAR

Alignment

- MOOG*
- · Beck/Arnley®

Bearings and Seals

- National
- Driveworks™
- · Beck/Arnley®

Engine and Transmission Mounts

- · Anchor Industries®
- · Beck/Arnley®

Exhaust

- Walker[®]
- · Dorman[®]
- Maganaflow[®]
- Bosal
- Nickson Industries

Hub Assemblies

- MOOG[®]
- Driveworks™

Power Steering and Components

- Cardone*
- Dorman*
- · Carquest®

Steering Components

- · MOOG®
- Cardone[®]

Shafts and Boot Kits

- · Carquest®
- · Dorman®

Shocks and Struts

- Monroe[®]
- KYB Americas®
- Rancho®
- Arnott Inc.*

Suspension Parts

- · MOOG®
- Driveworks[™]
- Monroe[®]
- Dorman*

Universal Joints

- · MOOG®
- Driveworks[™]

STARTING AND CHARGING

Alternators

- · Carquest*
- · Denso
- Bosch

Starters

- Denso
- · Carquest®
- Bosch

Automotive Batteries and Hybrid

- · Carquest[®]
- OPTIMA
- · Cardone®
- Dorman*

Marine Batteries

- · Carquest®
- OPTIMA*

Power Sports Batteries

- · Autocraft*
- GS Battery

Lawn and Garden Battery

Autocraft[®]

Motorcycle Battery

· Autocraft*

Farm and Truck Battery

· Carquest®

Wheel Chair Battery

Autocraft[®]

Golf Cart Battery

· Autocraft*

Battery Accessories

- Autocraft*
- · Schumacher*
- · OPTIMA®
- · Deltran*
- CTEK

Fuses

- Bussmann[®]
- · Littelfuse®

Voltage Regulators

BWD°

HEATING AND COOLING

A/C Chemicals

- Interdynamics
- Supercool

A/C Tools, Parts, Misc

- Interdynamics
- Dorman*
- Apex Tool
- Supercool

Air Conditioning

- · ToughOne*
- Driveworks™
- Denso
- Delphi
- · Factory Air

Air Door Actuators and Blend Doors

· Dorman*

Belts and Tensioners

- Dayco
- Litens

Blower Motors

ToughOne*

Fans and Coolers

- Factory Air
- Imperial
- Dorman[®]

Freon

- · Carquest®
- Interdynamics

Heating Products

- · Carquest*
- Dorman*
- · Factory Air

Radiator Fan Assemblies

Dorman[®]

Radiator Fan Motors

· Carquest®

Radiator Hoses and Components

- Dayco
- Dorman[®]
- · HBD Thermoid

Radiators

- · Carquest®
- Denso

Thermostats and Housings

- Stant
- Factory Air
- Motorad

Water Pumps

- · Carquest®
- Cardone®

Window and Wiper System Parts

- · Carquest*
- Cardone®
- Dorman*





SERVE THE TOTAL SHOP

Sand Paper

• 3M

Auxiliary Lighting

- · Optronics®
- Alpena
- ProStrobe

Body Fillers

- Bondo
- 3M
- Evercoat

Body Tools/Accessories

- · Dupli-Color
- Bondo
- Apex Tool/Gearwrench

Brake Fluid

- · Carquest[®] Wearever
- Prestone
- · Valvoline®
- AGS

Diesel Additives

- · Carquest® DEF
- · PEAK® Blue DEF
- · Diesel Kleen
- · Power Service
- · Sea Foam

Fiberglass Repair

- 3M
- Evercoat

Filler Hardeners

· 3M

Gear Oil

- · Carquest®
- Mobil
- Valvoline[®]
- · Lucas Oil®
- Pennzoil[®]
- · Royal Purple®

Grease

- · Carquest®
- · Valvoline®
- · Lucas Oil®
- Mobil™

Hand Cleaners

- Go-Jo
- Grip Clean
- · Cherry Bomb

Headlights/Forward Lighting

- Sylvania
- · Carquest®
- · Maxzone Auto Parts

Hydraulic Fluid

- · Carquest[®]
- Pentosin

Lubricants, Penetrants, and Maintenance Chemicals

- WD
- · PB'laster
- · Liquid Wrench
- Valvoline[®]
- CRC

Brake Cleaners

- Wearever[®]
- CRC
- 3M
- · Valvoline®

Brake Fluid

- · Wearever®
- Prestone
- Valvoline[®]

Engine Degreasers

- Gunk
- · Carquest*

Fuel and Oil Additives

- Seafoam
- · Lucas Oil®
- Stabil
- · Chevron Techron

Power Steering Fluid/ Treatment

- Prestone
- · Carquest*
- Valvoline*
- · Lucas Oil*

Tape and Adhesives

- · 3M
- · Gorilla Glue
- Permatex
- Intertape

Transmission Treatments

- · K&W
- · Bar's Leaks
- Lubegard
- · Blue Devil
- · SeaFoam Trans Tune

Weatherstripping

- 3M
- Ameriseal

Wiper Blades

- Trico
- Bosch
- · Rain-X®
- Kleenview
- XtraClear



ENGINE PARTS, GASKETS, ENGINES AND TRANSMISSIONS

Balancers and Pulleys

- Dorman[®]
- Dayco

Cables

- ATP®
- · Dorman®

Clutch Kits, Flywheels and Hydraulics

- Dorman[®]
- · Cardone®
- · Perfection®
- · Beck/Arnley®
- · ATP®

Cylinder Heads

· Spartan/ATK

Differential and Parts

- Dorman*
- · Cardone®
- · Pro-King
- ATP[®]
- · Spartan/ATK
- · Retech
- · BCA/National
- Dana

Gaskets

- · Fel-Pro®
- Mahle Original
- · Sealed Power
- Dorman[®]
- Walker®
- · Beck/Arnley®

Engine Parts and Bearings

- · Sealed Power
- · Mahle Original
- Melling
- · Crankshaft Rebuilders
- · Dorman*

Engines

- · Spartan/ATK
- AER

Exhaust System Gaskets

- · Fel-Pro*
- Walker[®]
- Mahle Original

Pans and Covers

- Spectra Premium™
- · Dorman*

Timing Components

- · Carquest* by Dayco
- · Carquest®
- · AC Delco®

Torque Converters

- Pro-King
- Midwest™ Truck and Auto Parts Inc.*

Transmissions and Transfer Cases

- Moveras
- · Shift Pro by ETE
- · Pro-King
- · Retech



HEAVY DUTY

HD Chassis

- · MOOG*
- Midwest™ Truck and Auto Parts Inc.®
- Automann
- · Dana Holding
- · Dorman®
- · Monroe®

HD Filters

· Carquest® by Baldwin

HD HVAC and Hydraulics

Gates

HD Wheel-End

- · BCA National
- MOOG[®]
- Haldex
- Stemco



BULK FLUIDS

Antifreeze

- · Carquest®
- · Peak®
- Prestone[®]
- Pentosin
- Zerex

Transmission Fluid

- · Carquest*
- · Castrol*
- · Valvoline®
- Idemitsu

Motor Oil

- · Carquest[®]
- Castrol*
- · Pennzoil®
- Valvoline[®]
- Mobil 1[™]
- · Motorcraft®
- · Pentosin*
- Idemitsu
- · Royal Purple*

Heavy Duty

- · Shell Rotella®
- Carquest[®]
- Mobil™ Delvac
- · Valvoline® Premium Blue
- Chevron Delo
- Ford Motorcraft

Windshield Wash

- · Rain-X®
- Camco

SHOP TOOLS AND EQUIPMENT

Air Compressors

- Garder-Denver Champion
 866-276-3440, championpneumatic.com
- · C-Aire
- 800-762-2247, c-aireinc.com

Air Tools and Accessories

- Legacy
 - 800-645-8258, legacymfg.com
- · Chicago Pneumatic
- 800-624-4735, cp.com/usen
- Carquest Professional
 248-894-4820, carquest.com

Battery Tools

- Solar
- 800-328-2921, cloreautomotive.com

Cooling and Brake Fittings/Tools

- SUR&R
- 800-390-3996, surrauto.com

Drill Accessories, Rivets and Extractors

- Helicoil
 - 877-364-2781, stanleyengineeredfastening.com
- Century Drill
 - 800-621-4776, centurydrill.com

Generators

- · Champion Power Equipment
 - 877-338-0999, championpowerequipment.com

Grease/Lube Tools

- Tuthill
 - 708-389-2500, tuthill.com
- Lincoln
 - 314-679-4200, lincolnindustrial.com
- Samson
 - 828-686-8511, samsoncorporation.com

Heavy Duty Diagnostic Tools

- Noregon
 - 855-889-5776, noregon.com

Lighting

- Bayco
 - 800-233-2155, baycoproducts.com

Paint Booths

- Standard Equipment
 - 800-336-2776, eagleequip.com

Power Tools

- Dewalt
 - 800-499-3852, dewalt.com

Service Machines

- Motorvac
 - 800-841-8810, motorvac.com

Specialty Tools

- Irwir
- 800-464-7946, irwin.com
- ISN
- advanceautotools.com

Welding Equipment

- Forney
 - 800-521-6038, forneyind.com
- Hobart
 - 800-332-3281, hobartwelders.com

Lifting Equipment

- · TEQ Correct
- 909-390-8588
- Omega
- · Omega
- 888-332-6419, omegalift.com
- Rotary
- 800-640-5438, rotarylift.com
- · Hein Werner
- 888-332-6419.
- heinwerner-automotive.com

Tire Repair Tools

- Ken Tool
- 330-535-7177, kentool.com

Wheel Service Equipment

- Baseline
- 855-876-3864, baselinegarage.com

BODY AND ACCESSORIES

Automotive Hardware

- Motormite
- · Auveco®
- Autogate
- Autocraft
- Needa

Body Protection

- · Covercraft*
- · Westin*
- · Truck Shields
- · Lund*

Body Trim and Molding

- 3M
- Pilot
- · Dorman®

Electronics

- · DUAL Electronics
- Metra™ Electronics
- · MotorTrend® Acessories
- Remotes Unlimited™
- Whistler*
- · YADA*

Mirrors

- Dorman[®]
- · CIPA
- · Grote®
- · K-Source®
- Pilot

Horns

Intermotor[®]

@ IDEMITSU

Wolo°



Security

- · Master Lock®
- · The Club®
- Sabre

Pinstriping

- Chroma Graphics™
- Illusions Custom Auto Graphics

Performance Products

- · Accel®
- AEM[®]
- AIRAID®
- · Auto Meter®
- · B&M°
- · Bully Dog
- · Disc Brakes Australia
- Dynomax[®]
- · Edelbrock®
- Flowmaster*
- Howinaster
- Hawk Brakes®
- Holley[®]
- Hooker*
- Hurst
- Hypertech®
- Magnaflow[®]
- MSD Ignition[®]
- · Power Stop®
- · Russel®
- · SPECTRE®

Lift Supports

StrongArm®

Tire and Wheel

- · Fix-a-Flat®
- 31 Inc.
- · Perfect® Wheel Weights
- · Slime®
- · Victor Automotive Products, Inc.

Towing and Trailer Lighting

- · Grote®
- CURT™
- Hopkins*
- · Optronics®





HEAVY DUTY

THE QUALITY AND COVERAGE YOU NEED

Axle Components

- · Bearings National
- · Seals/Hubcaps Stemco, National

Batteries

- Light Duty Automotive Johnson Control
- Heavy Duty Carquest/East Penn
- · Battery Accessories Philips, SMP, East Penn

Brake Systems

- · ABS Components Haldex, Dorman
- · Air Brake Hose Fittings Gates, Midwest
- · Air Dryers Haldex, Midwest
- Brake Camshafts Haldex, Midwest
- Brake Chambers Haldex, Ranger, Midwest
- · Brake Hardware Haldex, Midwest
- · Air Valves Haldex, Midwest
- · Compressors Haldex
- · Brake Shoes Haldex
- Brake Drums KIC
- · Slack Adjusters Haldex, Midwest

Cab Accessories

- · Door Handles/Repair Dorman
- · Hood Springs/Cables Dorman
- · Horns Wolo
- · Shift Knobs Haldex
- · Wiper Blades Trico

Drive Systems

- Driveline Components Midwest, Spicer
- · U-Joints Spicer, Automann, Moog
- Center Bearings Federal-Mogul, Midwest, Spicer

Drive Train

- · Clutches Haldex, Midwest
- Flywheels Midwest

Engine Components

- Engine Heaters Kat's
- · Hose Clamps Carquest
- Internal Engine FP Diesel
- Starters and Alternators Carquest
- Turbochargers Mahle

Exhaust Systems

- · Exhaust Walker
- · Exhaust Clamps and Accessories Walker
- · Emission/EGR Dorman

Filtration

- · Heavy Duty Filters Carquest by Baldwin
- · Light Duty Filters Carquest

General Service

- Brass Fittings Edeleman, Gates
- Hydraulic Hose and Fittings Gates

Heating and Cooling

- · Belts Gates, Dayco
- Curved Hose Dayco
- Overflow Tanks Dorman
- Tensioners Gates, Dayco, Litens
- Charge Air Coolers Spectra Premium
- Thermostats Stant
- Radiators Spectra Premium
- Water Pumps Gates

Lighting and Electrical

- Electrical Coils Philips, Midwest
- 4,5,6,7 Way Connectors/Plugs Philips, Midwest
- · Fog Driving Lights Grote
- Headlamps and Bulbs Sylvania
- Switches Cole Hersee
- White Lighting Grote
- Warning Lights/Beacons Grote
- LED Lighting Grote

Motor Oil

 Heavy Duty — Shell Rotella, Carquest, Mobil Delvac, Ford Motorcraft, Chevron Delo

Steering and Alignment

- Heavy Duty Front Midwest
- · Light Duty Front Moog

Suspension

- · Air Springs Stemco, Midwest
- Shocks Monroe
- · Suspension Components Haldex, Midwest

Truck Trailer Body Accessories

- · Grilles Dorman
- · Wheels, Steel, Aluminum KIC
- Tire Valves, Accessories Milton
- · Wheel Attachment Midwest
- · Wheel Chocks Globetech
- · Cargo Control Ancra
- · Mud Flaps Globetech
- Mud Flap Brackets Globetech
- · Sealants/Adhesives Permatex, 3M, JB Weld
- · Quarter Fenders Globetech
- Conspicuity Tape/Reflectors Grote
- · Back-Up Alarms Wolo

Chemicals

- Air Brake Antifreeze CRC
- Antifreeze, Extended Life Old World, Prestone, Carquest
- DEF Fluid Peak
- Diesel Additives Power Service, Carquest, Stanadyne













SPICER





Stant. Grote



MONROE

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