TO:

CITY OF LONG BEACH

CITY CLERK

ATTN: MICHELLE KING

411 West Ocean Boulevard, First Floor

Long Beach, California 90802



INVITATION TO BID

NEW TIRES

CONTRACT NO.

35966

COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a shan bid in any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

Director of Financial Management

111111111111111111111111111111111111111		
(Signature of Corporate Officers or persons authorized to sign bids	ì	the Contractor - refer to page 2 Instructions
Concerning Signatures.)	oand	
EXECUTED AT: ONG MUCH ON STATE	THE 22nd DAY	or July , 20 21.
COMPANY NAME: INCLUSTRICATION &	WUICE TIN:	(FEDERAL TAX IDEAR(FICATION NUMBER)
STREET ADDRESS: 200 W. W. W. The CITY:	long beac	STATE: A ZIP: 908 3
PHONE: 7090	FAX: U Gled	195-9093
SI /	Dune	<u> </u>
THOUSE, COOPLEY	Trevoraindu	CHIALTINESOLVICO. net
5/ Leh Curt	Owner	(TIME)
ADHN CODDLEY	<u> </u>	//
(PERIT RAME)		(EMAIL ADCRESS)
V ALL SIGNATURES MUST BE NOTARIZED FOR ALL CO NO OUT-OF-STATE BID WILL BE CONSIDERED UN NOTARIES ARE NOT REQUI	LESS A NOTARIAL ACKNO	WLEDGMENT IS ATTACHED.
IN WITNESS WHEREOF the City of Long Beach has caused this contract to be exe of the date stated below.		PPROVED AS TO FORM July 29 2021.
THE CITY OF LONG BEACH		TY ATTORNEY

Date: 2021.08.03 11:44:50 -07'00'

TO:

CITY OF LONG BEACH

CITY CLERK

ATTN: MICHELLE KING

411 West Ocean Boulevard, First Floor

Long Beach, California 90802



INVITATION TO BID

NEW TIRES

CONTRACT	NO.	
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1. COMPLETE CONTRACT:

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3. AMOUNT TO BE PAID:

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5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, as any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:	
(Signature of Corporate Officers or persons authorized to sign bids and contra Concerning Signatures.)	cts on behalf of the Contractor – refer to page 2 Instructions
EXECUTED AT: LONG BOOCH OF ON THE	2nd DAY OF JUNE, 20 21.
COMPANY NAME: Industrial Tru Porvi	CL TIN:
STREET ADDRESS: 2000 W. 16th & CITY: LONG	STATE: A ZIP: 908
PHONE: 100) 495-9050 FAX: (Ge21495-9093
si h	Duner
THEVEL COONLY THOU	rainductiful timeservice net
si Leh Cengh	Wher
John Cooper	(TITLE)
(PINT NAME)	(EMAIL ADDRESS)
ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES L NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NO NOTARIES ARE NOT REQUIRED FOR C	TARIAL ACKNOWLEDGMENT IS ATTACHED.
IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required the date stated below.	red by law as APPROVED AS TO FORM
THE CITY OF LONG BEACH	CHARLES PARKIN CITY ATTORNEY
ВУ	
Director of Eigeneigh Management	Describe

CITY OF LONG BEACH TO:

CITY CLERK

ATTN: MICHELLE KING

411 West Ocean Boulevard, First Floor Long Beach, California 90802



INVITATION TO BID

CHARLES PARKIN

CITY ATTORNEY

NEW TIRES

i.	CONTRACT NO	
	This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, a when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or service provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.	nd on
	SERVICES TO BE PROVIDED BY THE CONTRACTOR: Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to terms and conditions set forth herein.	he
	AMOUNT TO BE PAID: The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instruction to Bidders.	ns
	CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION: When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, option, is being accepted at the same time that he is notified that he is the successful Bidder.	or
	DECLARATION OF NON-COLLUSION: The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or main the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly inducer solicited any other Bidder to submit a sham bid, an any other person or entity to refrain from bidding, and that the Bidders not in any manner sought by collusion to secure to himself any advantage over other Bidders.	ed
ממזמ	ER MUST COMPLETE AND SIGN BELOW:	
	ture of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instruction in $\int_{-\infty}^{\infty} dt$	ons
	UTED AT: 10hg Mach OA ON THE 22hd DAY OF JUNE, 20 21	k
COMF	PANY NAME: TYCUSTRICUL TIVU SOVULCE TIN:	
STRE	ET ADDRESS: 2000 WILLTHOF CITY: LONG BOACH STATE: A ZIP: 908	1
PHON	NE: 101 491-1090 FAX: U Glod 1495-7093	
5 / <u>_</u>	Duner	
\prod	EVAL, COOPLEY TROUVAINAUCHIAIT INESPETUICO. NE	2.4
ر ار	Jeh Cys DWNer (TITLE)	
	FDHN CODDLY (PHINT NAME) (EMAIL ADDRESS)	
	ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA. NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED. NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.	
	TNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as APPROVED AS TO FORM July 29 , 202	1.

Date

THE CITY OF LONG BEACH

Director of Financial Management





411 West Ocean Boulevard, 6th Floor Long Beach, CA 90802 (562) 570-6425

June 8, 2021

Britney Cooper Industrial Tire Service Inc. 2020 West 16th Street Long Beach, CA 90813 britney@industrialtireservice.net

RE: ITB FS 21-044 New Tires

The City of Long Beach is requiring additional validation of your bid prices.

To confirm that your bid prices for all items are a price hold for the first 24 months of the contract.

By signing this document you have confirmed and will be bound in the contract.

ACKNOWLEDGED BY: THU SOLVICE, THE Company Name

The Company Name

Print Name

Title

Date



State of California **Secretary of State**

STATEMENT OF INFORMATION

(Domestic Stock Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions. **IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. CORPORATE NAME (Please do not alter if name is preprinted.)

C2103966

INDUSTRIAL TIRE SERVICE, INC.

2020 WEST 16TH STREET LONG BEACH, CA 90813

E-263823

FILED

In the office of the Secretary of State of the State of California

May - 31 2006

		This Space For Filing Use Only			
CALIFORNIA CORPORATE DISCLOSURE ACT (Corpora	•				
A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.					
COMPLETE ADDRESSES FOR THE FOLLOWING (Do no	ot abbreviate the name of the city. Items	2 and 3 cannot be P.O. Boxes.)			
STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2020 WEST 16TH STREET LONG BEACH, CA 90813	CITY AND STATE	ZIP CODE			
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNI, 2020 WEST 16TH STREET LONG BEACH, CA 90813		STATE ZIP CODE			
NAMES AND COMPLETE ADDRESSES OF THE FOLLOW title for the specific officer may be added; however, the preparation of the specific officer may be added; however, the preparation of the specific of the specifi	printed titles on this form must not be alte	t have these three officers. A comparable ared.)			
4. CHIEF EXECUTIVE OFFICER/ ADDRESS JOHN R COOPER 2020 WEST 16TH STREET LONG	CITY AND STATE B BEACH, CA 90813	ZIP CODE			
5. SECRETARY/ ADDRESS TREVOR S COOPER 2020 WEST 16TH STREET LOI	CITY AND STATE NG BEACH, CA 90813	ZIP CODE			
6. CHIEF FINANCIAL OFFICER/ ADDRESS JOHN R COOPER 2020 WEST 16TH STREET LONG	CITY AND STATE BEACH, CA 90813	ZIP CODE			
NAMES AND COMPLETE ADDRESSES OF ALL DIRECT must have at least one director. Attach additional pages, if	necessary.)	ARE ALSO OFFICERS (The corporation			
7. NAME ADDRESS JOHN R COOPER 2020 WEST 16TH STREET LONG	CITY AND STATE G BEACH, CA 90813	ZIP CODE			
8. NAME ADDRESS TREVOR S COOPER 2020 WEST 16TH STREET LO	CITY AND STATE ONG BEACH, CA 90813 VATICAN	ZIP CODE			
9. NAME ADDRESS	CITY AND STATE	ZIP CODE			
10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS					
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.					
11. NAME OF AGENT FOR SERVICE OF PROCESS		· · · · · · · · · · · · · · · · · · ·			
JOHN R COOPER					
12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, 2020 WEST 16TH STREET LONG BEACH, CA 90813	IF AN INDIVIDUAL CITY	STATE ZIP CODE			
TYPE OF BUSINESS					
13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION					
WHOLESALE TIRE					
14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT. JOHN R COOPER PRES 05/31/2006					
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	SIGNATURE TITLE				
SI-200 C (REV 03/2005)		APPROVED BY SECRETARY OF STATE			

TO:

CITY OF LONG BEACH

CITY CLERK

ATTN: MICHELLE KING

411 West Ocean Boulevard, First Floor

Long Beach, California 90802



INVITATION TO BID

NEW TIRES

CONTRACT NO. ITB-FS: 21-044

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of the Contractor – refer to page 2 Instructions
^
Y OF MONTH, 20 21.
(FEDERAL TAX IDENTIFICATION NUMBER)
STATE: CA ZIP: 10012
495-9093
iduanatinucervice. net
(EMAIL ADDRESS)
luctrial time cervice net
(EMAIL ADDRESS)
TSIDE THE STATE OF CALIFORNIA. NOWLEDGMENT IS ATTACHED. BIDDERS.
APPROVED AS TO FORM
CHARLES PARKIN CITY ATTORNEY
Deputy

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:				
Legal Form of Bidder: Corporation Partnership General Joint Venture Individual DBA				
Limited Liability Company State of				
Composition of Ownership (more than 51% of ownership of the organization): OPTIONAL				
Ethnic (Check one): Black				
INSTRUCTIONS CONCERNING SIGNATURES				
Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.				
NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.				
INDIVIDUAL (Doing Business As)				
 a. The only acceptable signature is the owner of the company. (Only one signature is required.) b. The owner's signature must be notarized if the company is located outside of the state of California. 				
PARTNERSHIP				
a. The only acceptable signature(s) is/are that of the general partner or partners. b. Signature(s) must be notarized if the partnership is located outside of the state of California.				
CORPORATION				
 a. Two (2) officers of the corporation must sign. b. Each signature must be notarized if the corporation is located outside of the state of California. 				
OR				
 a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation. b. Signature(s) must be notarized if the corporation is located outside of the state of California. 				
LIMITED LIABILITY COMPANY				
 a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.) b. Signature must be notarized if the company is located outside of the state of California. 				

ACKN	NOWLEDGMENT
A notary public or other officer completing certificate verifies only the identity of the who signed the document to which this attached, and not the truthfulness, accurately validity of that document.	e individual certificate is racy, or
State of California County of)
On befo	ore me, (insert name and title of the officer)
subscribed to the within instrument and a in his/her/their authorized capacity(ies), a person(s), or the entity upon behalf of what I certify under PENALTY OF PERJURY paragraph is true and correct. WITNESS my hand and official seal.	ctory evidence to be the person(s) whose name(s) is/are acknowledged to me that he/she/they executed the same and that by his/her/their signature(s) on the instrument the nich the person(s) acted, executed the instrument. under the laws of the State of California that the foregoing
Though the data below is not required by law, it may prove ve of this form.	OPTIONAL aluable to persons relying on the document and could prevent fraudulent reattachment
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER TITLE(S) ☐ PARTNER(S) ☐ LIMITED	TITLE OR TYPE OF DOCUMENT
GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	NUMBER OF PAGES
	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES):	SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the walver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

New Tires Page 4 of 26

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, http://www.dir.ca.gov/dlsr for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: 11 A	
Address:	
Commodity/Service Provided: Circle appropriate designation:	MBE WBE

Ethnic Factors	of (Owne	rship: (more than 519	%)		
Black	()	American Indian	()	
Hispanic	Ĺ)	Other Non-white	()	
Asian	()	Caucasian	Ì)	
Certified by:						
Valid thru:						
Dollar value o	of pa	rticio	ation: \$			

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be submitted electronically and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice in Planet Bids no later than the time set for opening Bids. Signature page with original WET signature must be submitted and mailed only.

SUBMIT TO:

CITY OF LONG BEACH

CITY CLERK – ATTN: MICHELLE KING 411 W OCEAN BLVD FIRST FLOOR LONG BEACH CA 90802

BID DUE DATE:	MAY 20, 2021
TIME:	11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

MICHELLE KING	(562) 570-6020
BUYER	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES	<u> </u>	NO	

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

INSTRUCTIONS TO BIDDERS

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as sald claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

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CONTRACT – GENERAL CONDITIONS

- 1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
- No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
- 3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
- 4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
- 5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
- 6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
- 7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract
- 8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
- The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
- 10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
- 11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
- 12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
- 13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

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CONTRACT - GENERAL CONDITIONS

- 14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
- 15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
- 16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
- 17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
- 18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
- 19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
- 20, Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
- 21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
- 22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
- 23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
- 24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
- 25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
- 26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
- 27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if

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CONTRACT - GENERAL CONDITIONS

Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

- 28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
- 29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its boards, officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its boards, officials, employees, and agents.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the City of Long Beach, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

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CONTRACT - GENERAL CONDITIONS

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished

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CONTRACT - GENERAL CONDITIONS

by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

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PROJECT OVERVIEW

The City of Long Beach invites qualified firms to submit bids for the purchase of new tires, and related supplies, for a wide variety of on-road and off-road vehicles and equipment. There are approximately 1,600 units with an estimated number of 8,100 tires and wheels including spares. Installation and removal services are not included in this bid. Vendor is required to dispose of used or out-of-date tires.

BID TIMELINE - All times are Pacific Time

Bid release date: April 30, 2021

Questions due/Approved Equals: May 7, 2021 by 2:00 pm
Response from City to bidder: May 13, 2021 by 2:00 pm
Bid due date: May 20, 2021 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website <u>www.longbeach.gov/purchasing</u> on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

Notarized (if applicable)
nt A)
ment D)
(Attachment F)

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

The bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

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Pricing shall be submitted electronically on the Line Items tab and the bid price sheet as a general attachment. Prices quoted shall include all delivery and unloading charges to designated locations within the Long Beach city limits.

Submit bid online at: http://www.planetbids.com/portal/portal.cfm?CompanyID=15810

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

- 1. Original bid cover page
- 2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach C/O City Clerk Attn: Michelle King 411 West Ocean Boulevard, First Floor Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB FS 21-044 NEW TIRES

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, May 20, 2021. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to <u>purchasingbids@longbeach.gov</u> ATTN: Regina Benavides with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor, but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

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RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall be made by e-mail only to City to be considered. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filling a Government Code Claim or initiation of legal proceedings.

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ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract

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under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION: EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §\$ 12131-34), the Education Amendments of 1972 (20 U.S.C. §\$ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

New Tires Page 16 of 26

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produces under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

INSURANCE

See Requirements on page 9, Section 30 and Attachment E.

New Tires Page 17 of 26

CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to three additional periods of one year each in accordance with terms and conditions stated herein.

EXTENSION OPTION:

This Contract is subject to extension for three additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Price changes after the base period shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for non-labor

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

VENDOR CONTACT INFORMATION

special needs, etc. (mu	ist have a person's name).
Contact Name:	Poritney Coopier
Contact Direct Phone:	502) 704-71810 (cell)
Contact Fax:	50)495-9093
Contact E-mail:	Britney aindustrial timeservice, net

Name of a person that will be the City's contact for order placement, order problems or

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach ______

PAYMENT TERMS

Net 30; M% discount in M days.

Payment terms are NET/30 unless Bidder otherwise quotes. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

PAYMENT REQUIREMENTS

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased.

The City will not pay based on these invoices, but instead will pay based on a monthly summary billing invoice. Contractor shall submit an original plus two copies of the Monthly Summary Invoice, which shall be on Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month. It shall list the Contractor's individual invoice number and cost for each invoice, along with a total cost for the month. One copy of the individual invoices shall also be submitted with the Monthly Summary Invoice.

The City of Long Beach will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this specification.

DELIVERY TERMS AND LOCATIONS:

Delivery of new tires shall be within two (2) business days after receipt of order, unless it has been determined that a specific tire is on "Nationwide Back Order" from the manufacturer. Contractor is required to notify the City of any back-ordered items at the time the order is received. In such cases, the City reserves the right to buy from another contractor

Deliveries will be made to the following locations:

- 1) Fleet Services Bureau 2600 Temple Avenue, Long Beach, 90806
- 2) The Harbor Department 725 Harbor Plaza, Long Beach, 90802
- 3) The Water Department 1731 E. 33rd Street, Long Beach, 90807

Additional delivery locations or revised delivery locations may occur during the course of the contract, at City's discretion.

INSPECTION

The City reserves the right to inspect Bidder's place of business during normal business hours **prior** to award of the contract. The purpose of an inspection is to confirm that the bidder has a facility with tires for sale and delivery trucks.

The City reserves the right to inspect Bidder's place of business anytime during term of this contract without notice during regular business hours.

New Tires Page 19 of 26

BID NUMBER ITB FS 21-044 RESPONSIBILITIES OF THE PARTIES

City:

- 1. Provide an authorized Contract Administrator or designee during term of Contract.
- 2. Provide list of applicable City of Long Beach fleet vehicles and their respective tire sizes.

Contractor:

- 1. Contractor, upon emergency request, shall provide priority delivery service to the City of Long Beach during weekends, holidays, natural disasters and civil unrest as directed by the Contract Administrator.
- 2. Provide current manufacturer's brochure, price lists and rates for all parts, services and materials charged during the Contract period.
- 3. Provide standard manufacturer's warranties for all tires purchased.
- 4. Contractor shall maintain at its facility a 30-day supply of all safety tires. Various tubes, liners, flaps and materials used during term of contract shall be maintained in accordance with the usage rate. Non-safety tires that have an estimated average annual usage number of 40 or greater shall be kept in supply at the rate of 10% every 30 days.
- 5. The City will not accept any new tires that have a production date in excess of one year at the time of delivery to the City. Contractor will accept stock returns within 3 years post manufacturers production.
- 6. Five (5) MPH speed limit must be maintained while making deliveries on City of Long Beach premises.

BRAND NAMES/APPROVED EQUALS

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent", except for tires designated as safety.

The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

If bidder desires to bid an "approved equal" item, the bidder shall submit a request to do so to the City in writing via email by May 7, 2021 at 2:00 pm. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, or approval or disapproved of the equivalent item no later than May 13, 2021.

Approved equal documentation must be e-mailed to Purchasingbids@longbeach.gov.

New Tires Page 20 of 26

QUALIFICATIONS

All new tires shall be first quality, name brand, and priced FOB City of Long Beach. See Exhibit "A" for listing of locations. Any tires with blemishes or seconds will not be accepted.

Bidder shall maintain a regularly established place of business, complete with applicable inventory, and delivery vehicles. State the approximate dollar value of Tire inventory stocked at location that will service the City.

Please state inventory amount: \$_75,000.

SAFETY TIRE SPECIFICATIONS

Safety tires are pursuit tires, ambulance tires and fire truck tires.

Specifications for pursuit tires:

Police rated vehicle tires, Goodyear Eagle RSA per the following specification:

- 1. TREADWEAR: SHALL BE NO LOWER THAN A "260" RATING
- TRACTION A
- 3. TEMPERATURE RATING A
- ALL PURSUIT TIRES SHALL BE BLACKWALL TIRES

The City of Long Beach pricing for the Goodyear tires is currently guaranteed under most current State of California GSA Contract for tire sizes: P225/60R16, LT225/75R16, P235/55RX17, P265/60R17, P245/55RX18, 245/70R19.5, 11R22.5, 12R22.5, 315/80R22.5, 385/65R22.5, and 425/65R22.5

All quantities stated herein are only estimates. The City reserves the right to increase or decrease these estimated quantities based on actual needs and funds available.

ROAD HAZARD WARRANTY: The City of Long Beach will give consideration to contractors who offer a road hazard warranty program for police pursuit tires. A road hazard warranty program shall mean adjustment of pursuit tire with 4/32 or more of remaining tread that has been cut to the cord or punctured. Adjustments shall be made on the remaining 32nds of each tire base on no less than the original cost per 32nd.

Warranty: Yes X No	
If yes, what is your warranty Manufacturers	<u>Warranty</u>

PASSENGER, PERFORMANCE PASSENGER, SAFETY AND LIGHT TRUCK TIRES All pricing must be input electronically failure to do so will disqualify your bid.

	PERCENT DISCOUNT OFF OF PRICE LIST						
	Michelin			Bridgestone / Firestone		Goodyear	
TIRE TYPE	Michelin	Uniroyal	BF Goodrich	Bridgestone	Firestone	Goodyear	
Price List must be provided for comparison	Price L	ist Provided		Price List Prov	ided	Price List Provided	
Passenger Auto	%	%	%	%	%	%	
Light Duty Trucks Radial	%	%	%				
Light Duty Trucks Bias	%	%	%	%	%	%	
Medium Commercial/Heavy Duty Truck	%	%	%	%	%	%	
Off Road Radial	%	%	%	%	%	%	
Off Road Bias	%	%	%	%	%	%	
Farm/Industrial	%	%	%	%	%	%	
Specialty Tires	%	%	%	%	%	%	
Unisteel Radial Truck	%	%	%	%	%	%	

BID SECTION #1 - SAFETY TIRES PLEASE FOR PLEASE FOR PRICENCY

	PURSUIT TIRES		
<u>ltem</u>	Tire Size	Quantity	<u>DESCRIPTION</u>
P1	P225/60R16	100	Goodyear Eagle RSA 97 V
P2	P235/55R17	750	Goodyear Eagle RSA 98 W
РЗ	P265/65R18	300	Goodyear Assurance Fuel Maxx
P4	P245/55R18	2000	Goodyear Eagle RSA 103V
P5	P255/60R18	750	Good year Eagle Enforcer

<u>Item</u>	AMBULANCE TIRES Item Tire Size		DESCRIPTION
A1	LT225/75R16	200	Goodyear Wrangler HT Load Range E
A2	225/70R19.5	100	Goodyear G 647 Load Range G

New Tires Page 22 of 26

	FIRE TRUCK TIRES		
<u>ltem</u>	<u>Tire Size</u>	Quantity	<u>DESCRIPTION</u>
F1	P245/55R18	500	Goodyear Eagle RSA 103V
F2	11R 22.5	200	Goodyear G287 MSA Load Range H
F3	315/80R22.5	300	Goodyear G287 MSA Load Range L
F4	12R22.5	20	Goodyear G287 MSA Load Range H
F5	385/65R22.5	35	Goodyear G296 MSA Load Range J
F6	425/65R22.5	24	Goodyear G296 MSA Load Range L

BID SECTION #2 – NON-SAFETY TIRES

	AUTO/LIGHT TRUCK		
ltem	<u>Tire Size</u>	Quantity	DESCRIPTION
	165/70R12	65	Nankang CX668
	ST175/80R13	25	Goodyear Marathon
	P185/70R13	10	Goodyear Trendsetter
	P175/65R14	10	Dunlop 84S
	P195/75R14	20	Goodyear Trendsetter
	ST205/75R14	16	Goodyear Marathon
	P185/65R15	117	Goodyear Assurance
	P195/65R15	63	Goodyear Assurance
	P205/65R15	31	Goodyear Integrity
	ST205/75R15	60	Goodyear Marathon
	P215/50R17	25	Goodyear Assurance Maxlife
	P215/70R15	20	Goodyear Integrity
	P215/70R15	15	Goodyear Assurance
	P215/75R15	8	Goodyear Assurance
	P215/75R15	10	Goodyear Wrangler
	P225/70R15	72	Goodyear Trendsetter
	P225/70R15	30	Goodyear Wrangler
	P225/75R15	100	Goodyear Wrangler
	225/65/R17	25	Goodyear Assurance Maxlife
	P235/75R15	15	Goodyear Wrangler
	LT235/75R15	8	Goodyear Wrangler
	ST225/75R15	25	Goodyear Marathon
	P215/60R16	15	Goodyear Assurance
	P235/60R16	16	Goodyear Assurance
	P225/65R16	26	Goodyear Assurance
	P225/70R16	25	Goodyear Wrangler
	P235/70R16	125	Goodyear Integrity
	P235/70R16	15	Goodyear Assurance
	P235/70R16	150	Goodyear Wrangler
	P245/75R16	8	Dunlop GR Track
	P245/75R16	30	Goodyear Wrangler
	255/70R16	8	Goodyear Wrangler
	P265/70R16	8	Goodyear Wrangler
	LT215/85R16	100	Goodyear Wrangler
	LT225/75R16	35	Goodyear Wrangler
	LT235/65R16	4	Goodyear

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	245/70R19.5	12	Goodyear
	045/700405	60	Goodyear
	225/70R19.5	175	Goodyear
-	235/75R17.5	30	Continental
	215/75R17.5	5	Goodyear
	10R17.5	52	Goodyear
<u>item</u>	Tire Size	Quantity	DESCRIPTION
	COMMERCIAL	0	DECODINE
	LT275/65R18	40	Goodyear Wrangler
	LT255/70R18	10	Perelli Scorpion
	P265/70R18	25	Goodyear Wrangler
	P265/65R18	8	Goodyear Assurance
	P235/65R18	10	Goodyear Assurance
	P225/60R18	4	Goodyear Eagle
	LT265/70R17	10	Goodyear Wrangler
	LT255/75R17	100	B. F. Goodrich
	LT245/75R17	65	Goodyear Wrangler
	LT245/70R17	16	Goodyear Wrangler
	LT245/75R17	100	Goodyear Wrangler
	LT245/70R17	35	Goodyear Wrangler
	P265/70R17	50	Goodyear Wrangler
	P265/65R17	8	Goodyear Wrangler
	P265/60R17	90	Goodyear Eagle
	255/70R17	8	Goodyear Wrangler
	P255/70R17	45	Goodyear Wrangler
	P255/65R17	14	Goodyear Wrangler
	P245/70R17	75	Goodyear Wrangler
	P245/70R17	40	Goodyear Wrangler
	P235/70R17	5	Hankook Dyna-Pro
	P245/65R17	20	Goodyear Fortera
	235/75R17	30	Goodyear Wrangler
	235/70R17	25	Goodyear Wrangler
	P235/70R17	20	Goodyear Wrangler
	P235/65R17	8	Goodyear Eagle
	P235/65R17	10	Goodyear Assurance
	P235/60R17	36	Goodyear Assurance
	P225/50R17	30	Goodyear Assurance
	P225/65R17	40	Goodyear Assurance
	P215/55R17	18	Goodyear Assurance
	ST235/80R16	20	Goodyear Marathon
	LT265/75R16	10	Goodyear Wrangler
	LT265/75R16	30	Goodyear Wrangler
	LT245/75R16 LT265/75R16	12	Goodyear Wrangler
	235/85R16	130	Goodyear Wrangler
	LT235/85R16	6	Goodyear Wrangler Goodyear G614
	LT235/85R16	10 20	Goodyear Wrangler
	LT235/85R16	120	Goodyear Wrangler
			
	LT235/85R16	25	Goodyear Wrangler

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BID NU	MBER ITB FS 21-044		
	P275/55R20	4	Goodyear
	10R22.5	57	Goodyear
	11R22,5	15	Goodyear
	12R22.5	12	Goodyear
	245/75R22.5	5	Goodyear
	255/80R22.5	10	Michelin
	265/75R22.5	20	Goodyear
	275/80R22.5	10	Goodyear
	295/75R22.5	100	Goodyear
	295/80R22.5	40	Goodyear
	315/80R22,5	100	Goodyear
	TRACTOR/OFF- ROAD	V	
<u>ltem</u>	<u>Tire Size</u>	Quantity	DESCRIPTION
	27-850-15	10	Carlisle
	480-8	8	Any manufacturer
	480-12	6	Any manufacturer
	18.5X850-8	15	Any manufacturer
	4.8/4.00-8	6	Grn Stud
	10-165	15	Maxam
	7.00-12	15	Maxam
	825-15	20	Maxam
	11.00-16	6	Regency
	11L-16	40	Titan
	9.5L-14SL	4	Carlisle
	23-850-12	10	Trac Gard
	410/350-4	20	Sawtooth
	400-6	2	Wheel Barrow
	31-1350-15	2	Titan
	28-10R14	5	Kanati
	22-1100-8	4	Nanco
	24X800-12	8	Carlisle
	19.5L-24	4	Any manufacturer
	8-14.5	8	Any manufacturer

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BID SECTION #2 ALTERNATE BRAND

PASSENGER, PERFORMANCE PASSENGER, SAFETY AND LIGHT TRUCK TIRES

	PERCENT DISCOUNT OFF OF PRICE LIST							
	Alternat	е			rnate	Alternate	Alternate	
	Michelin	Uniroyal	BF Goodrich	Bridgestone	Firestone	Goodyear	Other	
Price List must be provided for comparison	Price Lis	t Provided_		Price Provided	e List	Price List Provided	Price List Provided	
Passenger Auto	%	%	%	%	%	9	/ 6	%
Light Duty Trucks Radial	%	%	%					
Light Duty Trucks Bias	%	%	%	%	%	Q	/o	%
Medium Commercial/ Heavy Duty								
Truck	- %	%	%	%	%		%	%
Off Road Radial	%	%	%	%_	%	-	%	%
Off Road Bias	%	%	%	%	%		%	%
Farm/Industrial	%	%	%	%	%		%	%
Specialty Tires	%	%	%	%	%		% <u>************************************</u>	%
Unisteel Radial Truck	%	%	%	%	%		%	%

Attachment A

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

applicable bid/agreement/proposal.		
Industrial Time Service,	Inc	
Business/Contractor/Agency		
Britney (borner	Morr.	
Name of Authorized Representative	Title of Authorized Representative	
B Coomer	5/36/21	
Signature of Authorized Representative	Date	r20141001

Acceptance of Certification

- 1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
- 2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

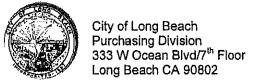
Instructions for completing the form, Attachment – Debarment Certification

- 1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
- 2. The City of Long Beach checks the <u>System for Award Management</u> at <u>www.sam.gov</u> to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
- 3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
- 4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
- 5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
- 6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200

Rev 12,11,13

ATTACHMENT B



Reference Information Form

Client/Contractor Name LONG BOACH (ONTCLINER TORMENCU)				
Project Manager/Contact Name TOHO HOYT E-mail PORTS SUPER TO LOCAL FORM TO 142 142 142 142 142 142 142 142 142 142				
1171 Mar & Day Child Land Brough On argain				
Address II I VIVI FIVE PIOU, WINDY ON A LANGO CO MORNING				
Project Description from Onare of notherade, New Times, Wheels, Egyptip accurate				
Project Dates (Start and End) Contract Term(s) Contract Amount				
Client/Contractor Name GWONDONT TORMINGU FOUNCES				
Project Manager/Contact Name CHOIBN 19 E-math 1910 PCMCUS, (CAM No 310) 221-4629				
Address 3 (20 Cond St., D[a7a 10, 874, 10 (804) City, N] 07302				
Project Description MUChase of filmends, NowThet, whales & carry acceptance				
Project Dates (Start and End) MOUNT Contract Term(s) Contract Amount				
Client/Contractor Name Dasta Ctevedoring & Termunals				
Project Manager/Contact Name Hall E-mail Ph. NaIO) 753-700 +				
Address & GOD Cown Fries Aug Wilmington, CA 90744				
Project Description MUMAR of retreated, New Merels,				
Project Dates (Start and End) Contract Term(s) Contract Amount				
TT V				
Client/Contractor Name Table 11 11 11 11 11 11 11 11 11 11 11 11 11				
Project Manager/Contact Name DHn WUIGUT, E-mail Ph. No. 505-104				
Address 10 garry 8+, Jan heary 04 9075				
Project Description MMMA of New Thes, Wheel, & Labor				
Project Dates (Start and End) Menut Contract Term(s) Contract Amount				
Client/Contractor Name POYT of Walterpor Department				
Project Manager/Contact Name YVON10 PUNCIO E-mail WYVO100 POTTON RO. 310) 732-3030				
Address 500 MW A CT, Will Myton, (1A 90744 510) 752-3030				
Project Description MUMARY OF TRUE (A VAIGN				
Project Dates (Start and End) Contract Term(s) Contract Amount				

Attachment C

W-9 Request for Taxpayer Identification Number and Certification

[Form must be signed and dated]

W-9 (Roy, August 2013) Department of the Tree Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

c)	Name (as shown in you proome that refun) The Price of the Dustrian above	u, Inc	
pag	Check appropriate fock for tecleral tax glassification:		Exemptions (see restructions):
٥ و	Individual/sola propriolar C Corporation S Corporation	Partnership 🔲 Trust/osta	ito
tion t		A	Exempt payee code (if any)
Print or type Instructions	I imited liability company. Enter the tax classification (C+C corporation, S	÷8 согранию, Р÷рипевир ►	Exemption from FATCA reporting code (if any)
듄	Other (see instructions) ►		200,000,000,000,000
Print or type Specific Instructions on page	Address (stants), street, and apt. or suite pa.) City, state, and Zir cody.	Roquests	's name and address (optional)
S)	List recount dumber(s) here (optional)	5	
Dat	Taxpayer Identification Number (TIN)		
			locial security number
to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other			
entitie	es, it is your employer identification number (EIN). If you do not have a		
	n page 3.	and all the common decreases.	mplayer Identification number
	. If the account is in more than one name, see the chart on page 4 for g er to enter.	drideilles ou Milose	
	A LANCE AND A LOCAL CONTRACTOR OF THE CONTRACTOR		
Par	tll Certification penalties of perjury, I certify that:	and the second s	eng mengangan ganggapan dan panggapan ana panggapan ana panggapan panggapan ang panggapan ang panggapan panggap
	e number shown on this form is my correct taxpayer identification num	nber (or I am waiting for a number	to be issued to me), and
Se	m not subject to backup withholding because: (a) I am exempt from be rvice (IRS) that I am subject to backup withholding as a result of a failu Longer subject to backup withholding, and		
3. Ja	m a U.S. citizen or other U.S. person (defined below), and		
	e FATCA code(s) entered on this form (if any) indicating that I am exem	•	
becar Intere gener Instru	floation instructions. You must cross out item 2 above if you have be use you have failed to report all interest and dividends on your tax returns ist paid, acquisition or abanelonment of secured property, cancellation ally, payments other than interest and dividends, you are not required ctions on page 3.	 For real estate transactions, it of debt, contributions to an individual 	em 2 does not apply. For mortgage Idual retirement arrangement (IRA), and
Sigr		Date≻	JHI I
Ger	neral Instructions	withfielding tax on foreign partner	s' share of effectively connected income, and
	n references are to the internal Revenue Code unless otherwise noted.	4. Certify that FATCA code(s) or exempt from the FATCA reporting	itered on this (orm (it any) indicating that you are , is correct.
about	e developments. The IHS has created a page on IHS.gov for information Form W-9, at www.rs.gov/w9. Information about any fature developments on Form W-16 each as leakshiften exacted after we alsease if will be possible.	Note, il you are a U.S. person and	a requester gives you a lonn office than Foun Lose the requester's form if it is substantially

on that page.

Purpose of Form

A person who is required to the an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you it is calliferred to payment card and third party network transactions, real estate transactions, multipage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made

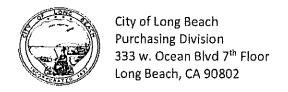
Use Form W-8 only if you are a U.S. person (moluding a resident atien), to provide your correct TIN to the person requesting if (the requestor) and, when applicable, to:

- Certify that the TiN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding it you are a LLS, exempt payee, it applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- . An individual who is a U.S. citizen or U.S. resident alien,
- \bullet A partnership, corporation, company, or assuciation created or organized in the United States or under the laws of the United States,
- An estate (other than a loreign estate), or
- A domestic treat (as deficiel in Regulations section 301.7701-7).

• A docustic trust (as definit in Regularious sections of 1.779). 7).
Special rules for parherships. Partnerships that canduct a hade or business in the United Status are generally required to pay a will-hadding mx under section 1446 on any torwigh partners' share of effectively connected taxable income from such business. Further, in cotain cases where a Form V/9 has not been received, the rules under section 1446 require a partnership to personne that a partner is a foreign person, and pay the section 1446 withholding lax. Therefore, if you are a 1.5, person that is a partner in a partnership conducting a tade or business in the United States, provide 1 orm V/9 to the partnership to establish your 1.5, status, and avoid section 1446 withholding on your share of pathership income.



ATTACHMENT D

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - o Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - On-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - o Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - o Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - o Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention much be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party of reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer;
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus



and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements
 providing coverage as required above. The certificates and endorsements for each insurance
 policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property,
 Contractor shall furnish the City with the required certificates evidencing that such insurance is
 being maintained. Such certificates shall specify the date when such insurance expires. Such
 insurance shall be maintained until after the Work under the Contract has been completed and
 accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from
 and against any and all liability for claims for bodily injury and property damage arising out of
 negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who
 will perform work, labor or services for Contractor, or who specially fabricates and installs a
 portion of the Work or improvement in an amount in excess of one-half of one percent of
 Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

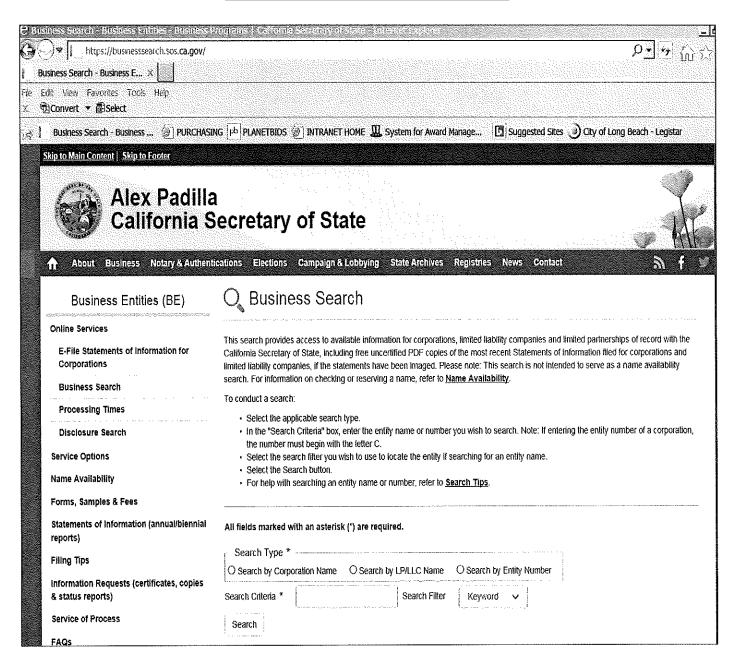
By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Date: Date

ATTACHMENT E

SECRETARY OF STATE CERTIFICATION PRINTOUT

https://businesssearch.sos.ca.gov/

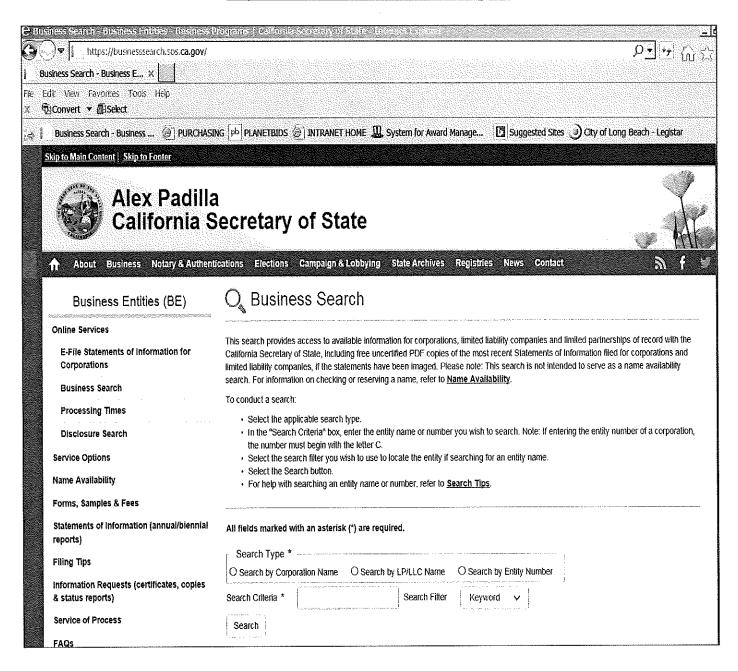


Please include a printout from this website with your bid. Individual and Sole Proprietor businesses are exempt.

ATTACHMENT

SECRETARY OF STATE CERTIFICATION PRINTOUT

https://businesssearch.sos.ca.gov/



Please include a printout from this website with your bid. *Individual and Sole Proprietor businesses are exempt.*





Corporation - Statement of Information No Change

Entity Name:

INDUSTRIAL TIRE SERVICE, INC.

Entity (File) Number:

C2103966

File Date:

01/19/2021

Entity Type:

Corporation

Jurisdiction:

CALIFORNIA

Document ID:

GN78450

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature:

Luz Silverya

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Login.gov FAQs



ACERT: SAM gov will be completely meavailable due to selectuled maintenance from Friday, May 23 at 3,000 PM EST through Menday, May 24 at 9,000 AM EST as it is approached to the modernized environment, Learn more

ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit SBA to stay informed,

AUGNT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on

ALERT: SAM gov will be down for scheduled mointenance Sammley , og/15/5021 from 8500 8M to 1500 PM.

ALBRT: Shattered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG proposal are required to register in SAM gay. If you have submitted your SAM gov registration, but the registration is not yet active, you can still apply for relief under the SVOC program. During the SVOC application process, you will have to nitest that you have submitted your SAM gov registration. To stay informed, please visit <u>SBA</u>.

Entity Dashboard	radagima Thermer Lac. Mag Scott coppey - Chicker Species, Grange Arther Neparation Calar Copyrighness	er er Winstin Di Forestrocke University weist Grant (1947-1977)
• Entity Overview	See pour of the fine offers (40% would)	
• Entity Registration	Entity Overview	·
• <u>Core Data</u>		
• Assertions	Entity Registration Summary	
• Reps & Certs	Name: Industrial Tire Service, Inc.	
• POCs	Business Type: Business or Organization	
• Exclusions	Last Updated By: Jenay Rouimi Registration Status: Active	
 Active Exclusions 	Activation Date: 03/01/2021	
 Inactive Exclusions 	Expiration Date: 02/24/2022	
• Excluded Family		
<u>Members</u>	Exclusion Summary	
RETURN TO SEARCH	Active Exclusion Records? No	





HOLDERS.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION 19 WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

SUBROGATION IS WAIVED, subject to the terms and conditions of the certificate does not confer rights to the certificate holder in lieu of such en		atient on the
PRODUCER	CONTACT CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY	PHONE (A/C, No, Ext): 888-333-4949 (A/C, No): 507-446	4664
HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	E-MAII	1001
OTTAL OTTAL SUIT COOSE	ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM INSURER(5) AFFORDING COVERAGE	NAIC#
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED 175-003-3	INSURER B:	
INDUSTRIAL TIRE SERVICE, INC.	INSURER C:	
2020 W 16TH ST	INSURER D:	
LONG BEACH, CA 90813-1008	INSURER E:	
	INSURER F:	1
COVERAGES CERTIFICATE NUMBER: 0	REVISION NUMBER: 2	,
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, BY PAID CLAIMS.	WHICH THIS
INSR TYPE OF INSURANCE INSR WVD POLICY NUMBER	POLICY EFF POLICY EXP LIMITS	
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GLAIMS-MADE X OCCUR	DAMAGE TO RENTED PREMISES (Ea accurrence)	\$100,000
X BUSINESS OWNER'S LIABILITY	MED EXP (Any one person)	
A N N 6096634	04/16/2021 04/16/2022 PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE	\$2,000,000
X POLICY PRO-	PRODUCTS - COMPIOP AGG	\$2,000,000
OTHER:		
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Es accident)	\$1,000,000
X ANY AUTO	BODILY INJURY (Per person)	***************************************
A OWNED AUTOS ONLY SCHEDULED N N 6096635	04/16/2021 04/16/2022 BODILY INJURY (Per accident)	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	
X UMBRELLA LIAB X OCCUR	EACH OCCURRENCE	\$5,000,000
A EXCESS LIAB CLAIMS-MADE N N 6096636	04/16/2021 04/16/2022 AGGREGATE	\$5,000,000
DED RETENTION		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	PER STATUTE OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE	E.L. EACH ACCIDENT	
OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)	E.L. DISEASE - EA EMPLOYEE	
If yas, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT	
DESCRIPTION OF OF ELECTIONS ARRAY		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule,	may be attached if more space is required)	
THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFIC	ATES.	
CERTIFICATE HOLDER	CANCELLATION	
O:		
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CAN	
	THE EXPIRATION DATE THEREOF, NOTICE WILL BE	DELIVERED IN
A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE	ACCORDANCE WITH THE POLICY PROVISIONS.	

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR REGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PROD	UCE	R				CONTACT	CONTACT CE	NTER	
		ATED MUTUAL INSURANCE COMP.	ANY			PHONE (A/C, No, Ext): 888-		FAX (A/C, No): 507-	.AARAERA
		OFFICE: P.O. BOX 328 NNA, MN 55060				E.MAN		TER@FEDINS.COM	110 1001
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								INSURANCE COMPANY	13935
INSU	RED	, , , , , , , , , , , , , , , , , , , ,			175-003-3	INSURER B:			
		RIAL TIRE SERVICE, INC.				INSURER C:			
		16TH ST BEACH, CA 90813-1008				INSURER D:			
LON	0 0	SEAC11, CA 90013-1000				INSURER E:			
						INSURER F:			
ÇO/	ER/	AGES CER	TIFIC	ATE I	NUMBER: 2			REVISION NUMBER: 5	
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		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Es occurrence)	\$100,000
	X	BUSINESS OWNER'S LIABILITY	ļ					MED EXP (Any one person)	
Α			Y	N	6096634	04/16/2021	04/16/2022	PERSONAL & ADV INJURY	\$1,000,000
		N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMPIOP AGG	\$2,000,000
	ΑU	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х			ĺ				BODILY INJURY (Per person)	
A		OWNED AUTOS ONLY SCHEDULED AUTOS	N	N	6096635	04/16/2021	04/16/2022	BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE	
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ADI	IT3	IONAL INSURED ENDORSEMENT.							
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1						AUTHORIZED REPRE	SENTATIVE		

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May 19, 2021

NOTICE TO BIDDERS

ADDENDUM NO. 2: (REVISED)

ITB FS 21-044 New Tires

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

The questions for approved equals have been submitted and reviewed.

Attached is the 4-page list.

This document along with the list, you are required to submit with your bid.

PREPARED BY:

Michelle King, Buyer II

ACKNOWLEDGED BY:

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Approved/Denied Requests ITB FS 21-044 NEW TIRES

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ΕĀ	20	Goodyear, or approved equal	Wrangler SRA 113R	Michelin	Defender LTX M/S 113T	62115	Approved
A	35	Goodyear, or approved equal	Wrangler Kevalar	ON			Approved
EA	100	Goodyear, or approved equal	Wrangler SRA 121/118	Michelin	Defender LTX MS/2 121/118R	54043	Approved
EA	16	Goodyear, or approved equal	Wrangler AT119R Kevalar	NO			Approved
EA	65	Goodyear, or approved equal	Wrangler AT121S Kevalar	NO			Approved
EA	100	B.F. Goodrich, or approved equal	Mud Terrain T/A	Will Bid			Approved
EA	10	Goodyear, or approved equal	Wrangler SRA 118	BF Goodrich	Comm T/A AS2 E 121/118R	17795	Approved
EA	4	Goodyear, or approved equal	Eagle RS-A 99W	General	G-Max Justice 100W	15553920000	Approved
EA	10	Goodyear, or approved equal	Assurance 106T	BF Goodrich	Advantage T/A Sport 106T	15340	Approved
EA	8	Goodyear, or approved equal	Assurance 112T	Michelin	Energy Saver AS 112T	85637	Approved
EA	25	Goodyear, or approved equal	Wrangler SRA 1145	Michelin	Defender LTX M/S 116T	5850	Approved
EA	e e	Pereili, or approved equal	Scorpion STR	NO Bid			Approved
EA	40	Goodyear, or approved equal	Wrangler AT Kevalar	NO Bid			Approved
Æ	52	Goodyear, or approved equal	6114	NO Bid			Approved
EA	5	Goodyear, or approved equal		Michelin	X Multi T2 18	37607	Approved
EA	30	Continental, or approved equal	HTR2	Will Bid			Approved
EA	175	Goodyear, or approved equal	G647 RSS	BF Goodrich	Route Cntrl S 14 128/126N	21717	Approved
EA	09	Goodyear, or approved equal	G661 RSA	BF Goodrich	Route Cntrl S 14 136/134L	28896	Approved
EA	12	Goodyear, or approved equal	G129 Regional	Michelin	X Multi Z H	31459	Approved
EA	4	Goodyear, or approved equal	Eagle 111S	Michelin	Defender LTX M/S 113T	4845	Approved
EA	57	Goodyear, or approved equal	G661	BF Goodrich	ST 230 G	62086	Approved
EA	15	Goodyear, or approved equal	G661	Michelin	XZE2 H	67042	Approved
EA	12	Goodyear, or approved equal	G661	Michelin	XZE2 H	85335	Approved
EA	5	Goodyear or approved equal		NO Bid			Approved
EA	10	Michelin, or approved equal	XRV	Will Bid			Approved
EA	20	Goodyear, or approved equal	G661	NO Bid			Approved
EA	10	Goodyear, or approved equal	G670 RV	Michelin	XZE2 H	1637	Approved
EA	100	Goodyear, or approved equal	Fuel max RSA	Michelin	X Muti EnergyZ2 H 149/146L	8630	Approved
EA	40	Goodyear, or approved equal	G670 RV	Michelin	X Multiway XZE H 152/148L	7719	Approved
EA	100	Goodyear, or approved equal		Michelin	XWORKS Z L	64204	Approved
EA	10	Carlisle, or approved equal	Multi Trac	Will Bid		:	Approved
EA	8	Any manufacturer	Hi Run	Carlisle	Carlisle Sawtooth	5190501	Approved
EA	9	Any manufacturer	Hi Run	Carlisle	Carlisle Sport Trail	6Н01291	Approved
EA	15	Any manufacturer	N699 Low Pro	Will Bid			Approved
EA	9	Grn Stud, or approved equal	C156	Will Bid			Approved
EA	15	Maxam, or approved equal	MS 906	Will Bid			Approved
FΔ	1		FOO 3F4				

EA	20	Maxam, or approved equal	MS 801	Will Bid			Approved
E	9	Regency, or approved equal	AG F-2	BKT	Pro Rib	94020454	Approved
EA	40	Titan, or approved equal	Contractor	BKT	Rib F3	94000173	Approved
EA	4	Carlisle, or approved equal	IMP Farm	Will bid			Approved
EA	10	Trac Gard, or approved equal	N775	Will Bid			Approved
EA	20	Sawtooth, or approved equal	N775	Will Bid			Approved
EA	2	Wheel Barrow, or approved equal	N739	Will Bid			Approved
31-1350-15 EA	2	Titan, or approved equal	Multi Trac	Will Bid			Approved
28-10R14 EA	2	Kanatí, or approved equal	Mongrel	Will Bid			Approved
22-1100-8 EA	4	Nanco, or approved equal	P308 Mud/Sand	Will Bid			Approved
24X800-12 EA	80	Carlisle, or approved equal	AT489	Will Bid			Approved
E	4	Any manufacturer		BKT	TR459	94016686	Approved
EA	∞	Any manufacturer		Will Bid			Approved



June 11, 2021

RE: NOTICE OF INTENT TO AWARD Invitation to Bid # ITB FS 21-044

The City of Long Beach has completed the evaluation of Invitation to Bid # ITB FS 21-044 for New Tires. Three bids were received and evaluated for responsiveness. A bid recap has been posted to the City's on-line bidding site. It is the City's intent to award to Industrial Tire Service, Inc. of Long Beach, CA and Daniels Tire Service of Santa Fe Springs, CA

Thank you for your participation in the procurement process. The City of Long Beach regards your firm as an important and valuable provider of goods and/or services. If I can answer any further questions, please feel free to contact me at 562-570-6020 or purchasingbids@longbeach.gov

Yours truly,

Michelle King

Michelle King Buyer II

NOTE: This intent does not constitute an award. The awarded vendor will receive a purchase order from the City of Long Beach. Work shall not commence without a signed purchase order.