

REVISED BID NUMBER PA-00608
TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
*******REVISED*******
TIRES & SERVICE

31094

CONTRACT NO.

- 1. 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 sham bid, or 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 contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: LONG BEACH CA ON THE 23rd DAY OF FEBRUARY, 20 09.
CITY STATE MONTH

COMPANY NAME: SCHER TIRE, INC. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2528 LAKewood Blvd CITY: LONG BEACH STATE: CA ZIP: 90815

PHONE: 714-619-2143 FAX: 714-619-2146

SI [Signature] PRESIDENT
(SIGNATURE) (TITLE)

BRUCE SCHER BRUCE@SCHERTIRE.COM
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] VICE PRES
(SIGNATURE) (TITLE)

RICHARD WARBURTON RICH@SCHERTIRE.COM
(PRINT 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.**

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 4.22.09
Director of Financial Management Date

APPROVED AS TO FORM [Signature] 2009
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:
Corporation State of CA
Partnership State of _____
 General Limited
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 Asian Other Non-white
 Hispanic American Indian Caucasian
Non-ethnic Factors of Ownership (check all that apply):
 Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65
Is the firm certified as a Disadvantaged Business: Yes No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
 Yes No
Name of certifying agency: _____

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.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

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 waiver 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 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.

INSTRUCTIONS TO BIDDERS

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

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.

11. 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.

12. 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.

13. 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.

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

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

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

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: N/A
Address: _____
Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ N/A

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location 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 providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: FEBRUARY 19, 2009 REVISED
TIME: 2:00 PM

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

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)
MICHELLE KING/TOM ROMIN 562-570-6020
BUYER TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
MICHELLE KING 562-570-6020
DEPARTMENT CONTACT TELEPHONE NUMBER

16. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

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 seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

17. INTER-AGENCY PARTICIPATION:

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

YES X 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.)

18. AMERICANS WITH DISABILITIES ACT:

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 said claim relates to this Contract.

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.
2. 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.
9. 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.~~

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 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 Rosie Bouquin at 562-570-7079 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. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- A. 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.
- B. 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 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.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury, and property damage, including contract damage.

Price increase shall not exceed 5 % (BIDDER INSERT MAXIMUM PERCENTAGE INCREASE) during the second year of the Contract.

Price increases shall not exceed 5 % (BIDDER INSERT MAXIMUM PERCENTAGE INCREASE) during the third year of the Contract

Maximum increase shown by Bidder will be a factor in analyzing the bids.

Price increases will not be granted retroactively and requests for adjustment shall be made in writing to the Purchasing Agent. The City reserves the right to terminate the Contract without further obligation by either party in the event price increases are not acceptable. Requests for price increases shall be accompanied by manufacturer's price lists or regularly published price lists of the Contractor which substantiate the request for price change.

PRICE ADJUSTMENT FORMULA: (LABOR ONLY)

All increases or decreases in labor costs affecting prices in this Contract shall be adjusted by use of the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index - All Urban Consumers, Los Angeles-Riverside-Orange County, with the month of January 2008 as the base month from which all costs for labor shall be adjusted. This information is available on the US Department of Labor website located at <http://www.bls.gov/cpi/home.htm>. The Los Angeles-Riverside-Orange County CA website is located at http://data.bls.gov/servlet/SurveyOutputServlet?series_id=CUURA421SA0,CUUSA421SA0

The following is a hypothetical example of how pricing shall be adjusted using the price adjustment formula:

EXAMPLE:

1. Consumer Price Index for "Current" divided by Consumer Price Index "Base Month" = Percent Difference
2. 182.6 May 2002/177.5 May 2001 = 1.03% increase.
3. \$20.00/ Hourly Contract Rate X 1.03% = \$20.60 Revised Hourly Contract Rate.

MANDATORY PRE-BID CONFERENCE

A **mandatory Pre-Bid Conference** shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled. Bidders shall be required to sign-in at the Pre-Bid Conference.**

MANDATORY PRE-BID CONFERENCE SCHEDULE

Time: 3:00 PM
Date: Tuesday, January 27, 2009
Location: Fleet Services Bureau, 2600 Temple Avenue, Long Beach
Contact: Tom Romin 562-570-5384

REVISED Section #1

MISCELLANEOUS TIRES AND SERVICE

CONTRACT PERIOD:

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the Contract is extended, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

PRICE ADJUSTMENT (MATERIALS ONLY)

No increases in price shall be made by Contractor during the first 365 days of the Contract, after which time prices quoted may be made subject to adjustment in accordance with corresponding changes in manufacturer's published prices.

Contractor guarantees that prices quoted herein will not increase more than 10% per year.

PAYMENT REQUIREMENTS

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section items.

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.

NOTE: ALL LABOR COSTS SHALL BE ADJUSTED ON AN ANNUAL BASIS ONLY.

DELIVERY (SPECIAL) SCHEDULE:

Delivery of new tires shall be within 48 hours after receipt of order, unless it has been determined that a specific tire is on "Nationwide Back Order" from the manufacturer.

SHIPPING (SPECIAL) INSTRUCTIONS:

As required per Specifications Section.

SUPPLEMENTAL CONDITIONS:

CARE & CUSTODY

The Contractor shall be liable for all loss or damage to parts and equipment involved while in its possession or the possession of any of its agents. Contractor shall reimburse the City for any loss or damage to said equipment in its or its agent's care or custody.

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 quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references may void bid.

INSURANCE

Contract-General Conditions, Item 30, (Page 7) is hereby incorporated for sections A and D.

SPECIFICATIONS

INSPECTION

The City reserves the right to inspect Bidder's place of business during normal business hours prior to award of the contract.

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

BID AWARD

The City shall be the sole authority in determining the lowest RESPONSIBLE bidder, taking into consideration bidder's experience, references, equipment, facility, operations, quality, fitness, capacity, and adaptability in respect to the requirements of the specifications for the services proposed.

Responsible bidders shall be determined by an analysis of information contained in the bid, and that you meet all bid specifications and are qualified as set forth the in this bid.

to the City's property or personnel at the job site. In the event of rejection, Contractor shall not be reimbursed for travel time or job site time.

11. Inventory, equipment, and personnel shall be in place before Contract start-up date.
12. All work and services performed by Contractor shall comply with the latest editions of the California Vehicle Code, California Code of Regulations, SAE Standards, Federal Motor Vehicle Standards, Cal OSHA, and DOT Standards.

SPECIFICATIONS

I. BACKGROUND

The City of Long Beach utilizes approximately 1,500 vehicles with an estimated 8,100 mounted tires and wheels including spares. Vehicles range from small riding lawn mowers to large articulating wheel loaders and Airport Crash trucks. These vehicles are assigned to various departments within the City and are dispatched from approximately forty sites (Exhibit "A").

II. SCOPE OF WORK

This specification is designed to furnish the City of Long Beach with one or more contractors that supplement the City's tire maintenance program. The City's tire maintenance program requires Contracts to purchase new tires and tire related accessories, tire casings, retreading services, routine tire replacement, repair service and on and off the road 24 hour repair service.

III. AWARD

The City reserves the right to award contract to multiple vendors.

IV. CONTRACT SECTIONS:

- A. Scheduled and emergency call-out tire replacement and repair service including off-highway equipment. Service shall include fully equipped trucks and trained personnel.
- B. Passenger, performance passenger and light truck tires up to and including tires for 17" rim sizes.
- C. Lawn, garden, industrial, commercial, utility, farm, medium truck, beginning with tires for 17.5 inch rim sizes, off-highway (OTR), airport crash, all tubes and liners, and disposal of tires and tubes.

A. RESPONSIBILITY OF PARTIES

City:

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

Contractor:

1. Contractor(s) shall be required to provide, but not limited to, the following as directed by Department Contract Administrators:
 - Vehicle tire inspections at various City facilities.
 - Air pressure correction checks and tire rotations.
 - Scheduled on-site tire replacement and repair services.
 - Twenty-four hour emergency call-out tire service.
 - Daily/weekly/annual activity reports of inventory purchases and of services performed.
 - Deliveries of all orders at no expense or cost to the City
 - New tire purchases including tubes, flaps and liners
2. Scheduled Service includes tire replacements, repairs, inspections and airing five (5) days per week as needed, except holidays observed by the City of Long Beach. Upon notification, Contractor shall report for work on site within fifteen (15) hours after request for service by the Contract Administrator. Inspection and airing assignments shall be formally recorded and reported to the Contract Administrator on forms provided by the City. A sample form is attached as Exhibit "B". Service work shall be formally recorded and reported daily upon completion of assigned work. Chargeable hours shall begin when the Contractor's service truck and employee arrives at the City of Long Beach job site and shall end upon departure from the City's facility.

SPECIFICATIONS

3. Contractor, upon request, shall provide priority service to the City of Long Beach (24) twenty-four hours each day, including weekends, and during natural disasters and civil unrest as directed by the Contract Administrator.
4. Provide current manufacturer's brochure, price lists and rates for all parts, services and materials charged during the Contract period.
5. Provide standard manufacturer's warranties for all tires purchased.
6. **All new tires, except pursuit tires, shall be branded with a clearly visible City of Long Beach identifiable logo (CLB) upon delivery. This requirement does not apply to pursuit tires, which are exempt.**
7. Contractor shall be responsible for disposal of all unusable tubes, liners, and casings on a weekly basis, unless otherwise directed by Contract Administrator, according to California Public Resources Code, Division 30, Part 3 Chapter 19. **Charges associated with said disposal shall be indicated on page 23.**
8. Contractor shall maintain at its facility at least a one (1) month's supply of the most frequently used tires, tubes, liners, flaps and materials used during term of Contract. Most frequently used tires shall be considered those tires which have an Estimated Average Annual Usage number of 40 or greater.
9. Delivery of new tires shall be within 48 hours after receipt of order, unless it has been determined that a specific tire is on "Nationwide Back Order" from the manufacturer.
10. Contractor shall provide at least one (1) radio-dispatched and monitored tire service truck, clearly marked with Contractor's identification, for City of Long Beach work. This truck shall be fully equipped with service technician, air compressor, 1/2" and 1" air impact wrenches, small hand tools, jacks, tire repair equipment, lift gate and/or hoist. Truck shall be less than seven (7) years old and in good mechanical condition and appearance. **Contractor's employee(s) shall be uniformed with Contractor's uniform bearing company name and employee name while working on City vehicles or locations.** The City reserves the right to reject any equipment or personnel which in its opinion creates a safety hazard.

	6200 East 2nd Street		6509 Gundry Avenue
11.	Airport Maintenance Yard 3150 St. Louis	28.	Fire Station 13 2415 Adriatic Avenue
12.	Tree Farm Complex 7600 East Spring Street	29.	Fire Station 14 5200 Eliot Street
13.	Police Academy 7380 East Carson	30.	Fire Station 15 (Fireboat) 1231 Pier F Avenue
14.	Fire Department Headquarters 925 Harbor Plaza, Suite 100	31.	Fire Station 16 2890 East Wardlow Road
15.	Fire Station 1 100 Magnolia Avenue	32.	Fire Station 17 2241 Argonne Avenue
16.	Fire Station 2 1645 East 3 rd Street	33.	Fire Training 2249 Argonne Avenue
17.	Fire Station 3 1222 Daisy Avenue	34.	Fire Station #18 3361 Palo Verde Avenue

EXHIBIT 'A'

MAJOR AIRING/WORK/INSPECTION SITES

ACCEPTABLE TIRE BRANDS/STANDARDS/PROCEDURES

1. Bridgestone, Firestone, Goodyear, B.F. Goodrich, General, Kelly, Michelin, Yokohama, Dunlop and Continental are acceptable brands. Nankang and Dico are acceptable brands for turf tires.
2. All new tires shall be first quality, name brand and priced FOB City of Long Beach. See Exhibit "A" for listings of locations. Blems or seconds shall not be accepted.
3. Contractor shall purchase tire casings, upon request as outlined in specifications.
4. Retread tires shall not be used on front axles of any City of Long Beach vehicles.
5. Retread tires shall not be used on any Fire Department apparatus.
6. Tires for police cars shall be replaced with pursuit construction, HR rated radials only.
7. During tire airing of lock ring rims a cage shall be used.
8. Safety footwear must be worn when working on City of Long Beach equipment or premises.
9. Five (5) MPH speed limit must be maintained while on City of Long Beach premises.
10. Jack stand(s) must be used when jacking up any City of Long Beach vehicle.
11. All invoices shall be approved and signed by the City of Long Beach Fleet Services Bureau Contract Administrator with clearly identifiable equipment number, date and time, wheel position, tire size, and vehicle mileage for authorization for payment.
13. City will not pay and Contractor shall not make an additional or separate charge for balancing.

BRAND NAMES:

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".

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 no later than seven (7) working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than three (3) working days before bid opening.

QUALIFICATIONS

Bidder shall maintain a regularly established place of business, complete with applicable inventory, shop vehicles, equipment and tools, testing facilities, replacement parts, accessories and experienced shop personnel. State the approximate dollar value of equipment and inventory stocked at location that will service the City. Inventory: \$126,000, Equipment: \$50,000. Bidder may be required to demonstrate that it has successfully performed on other similar contracts.

EXHIBIT 'A'

MAJOR AIRING/WORK/INSPECTION SITES

- | | | | |
|-----|---|-----|--|
| 1. | Fleet Services Garage
2600 Temple Avenue | 18. | Fire Station 4
411 Loma Avenue |
| 2. | City Hall - Lincoln Park Garage
333 W. Ocean Blvd. | 19. | Fire Station 5
7575 Wardlow Road |
| 3. | Public Service Yard
1601 San Francisco Avenue | 20. | Fire Station 6
1229 Pier F |
| 4. | Police Department
400 West Broadway | 21. | Fire Station 7
2295 Elm Avenue |
| 5. | Gas Department
2400 East Spring Street | 22. | Fire Station 8
5365 East 2 nd Street |
| 6. | Parks & Recreation Department
2760 Studebaker Road | 23. | Fire Station 9
3917 Long Beach Blvd. |
| 7. | Dispatch Vehicle Garage
333 West Broadway | 24. | Fire Station 10
1417 Peterson Avenue |
| 8. | Towing Operations
3111 E Willow | 25. | Fire Storekeeper/Alarm Office
1465 Peterson |
| 9. | Beach Maintenance Yard
4320 Olympic Plaza | 26. | Fire Station 11
160 East Market Street |
| 10. | Marine Maintenance | 27. | Fire Station 12 |

EXHIBIT 'A'

MAJOR AIRING/WORK/INSPECTION SITES

- | | | | |
|-----|---|-----|---|
| 35. | Fire Station 19
3559 Clark Avenue | 39. | Fire Station 23
2300 East 27 th Street |
| 36. | Fire Station 20
1980 Water Street Avenue | 40. | Water Department
1731 East 33 rd Street |
| 37. | Fire Station 21
225 Marine Drive | 41. | Harbor Department
1400 West Broadway |
| 38. | Fire Station 22
6340 Atherton Street | | |

**REVISED BID SECTION
SERVICE**

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

QUANTITIES: The quantities listed below are estimates. The City reserves the right to increase or decrease the quantities to be purchased in accordance with actual needs and funds available.

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

SALES TAX: UNIT AND EXTENSION PRICES STATED HEREIN ARE **NOT** TO INCLUDE SALES TAX.

EMERGENCY AND SCHEDULED CALL OUT SERVICE

1. EMERGENCY CALL OUT SERVICE

Contractor shall provide on or off site repair or replacement of passenger, light truck, industrial, medium truck and off the road construction equipment tires. Hourly charges shall begin to accrue upon actual movement of Contractor's service vehicle to the location of City's vehicle.

Maximum response time shall be no more than one (1) hour for sizes larger than 19.5" tires

Maximum response time shall be no more than thirty (30) minutes for tires 19.5" and smaller.

EMERGENCY SERVICE CALLS:

TIRES WITH RIM SIZES 19.5" AND SMALLER:

DELIVERY: no bid Hours after receipt of order (indicate best delivery time). Delivery is required no more than thirty (30) minutes after receipt of order or bid may be rejected.

TIRES WITH RIM SIZES LARGER THAN 19.5":

DELIVERY: no bid Hours after receipt of order (indicate best delivery time). Delivery is required no more than one hour after receipt of order or bid may be rejected.

**REVISED BID SECTION
SERVICE**

EMERGENCY AND SCHEDULED CALL OUT SERVICE

RATES:

Tire with 19.5" and smaller rim sizes:

	<u>Mon - Fri</u>	<u>Holidays</u>	<u>National Weekends</u>
Between the hours of 7:00 a.m. & 5:00 p.m.:	\$ _____ per hr.		\$ _____ per hr.
Between the hours of 5:00 p.m. & 12:00 midnight:	\$ _____ per hr.		\$ _____ per hr.
Between the hours of 12:00 midnight & 7:00 a.m.:	\$ _____ per hr.		\$ _____ per hr.

Hourly rate shall include any mileage, service charges, removal, repairs, and reinstallation.

Tires with rim sizes larger than 19.5":

	<u>Mon - Fri</u>	<u>National Holidays</u>	<u>Weekends</u>
Between the hours of 7:00 a.m. & 5:00 p.m.:	\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.
Between the hours of 5:00 p.m. & 12:00 midnight:	\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.
Between the hours of 12:00 midnight & 7:00 a.m.:	\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.

Off the Road, 16" Cross Section or Greater

	<u>Mon - Fri</u>	<u>National Holidays</u>	<u>Weekends</u>
Between the hours of 7:00 a.m. & 5:00 p.m.	\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.
After 5:00 p.m. until 12:00 midnight	\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.
After 12:00 midnight until 7:00 a. m.	\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.

Hourly rate shall include any mileage, service charges, removal, repairs, and reinstallation.

OR SERVICE

**REVISED BID SECTION
SERVICE**

EMERGENCY AND SCHEDULED CALL OUT SERVICE

2. SCHEDULED IN-YARD SERVICE

Contractor shall provide in-yard service, (see Exhibit "A" for list of locations,) which includes repairs, balancing, dismounts and mounting of all sizes of vehicle tires and rims. Service shall be

4	LT285/70R17	12	Goodyear Silent Armor	E	GY WRL SA 749-535-189	122.20
5	LT225/75R16(E)	109	Goodyear Wrangler HT	E	GY HT 744-830-900	88.36
6	LT235/85R16(E)	184	Goodyear Wrangler HT	E	GY HT 744-725-502	89.30
7	LT215/85R16(E)	36	Goodyear Wrangler HT	E	GY HT 744-821-900	79.90

*Spec material is for reference as to quality and design of tire specified. Approved equals shall be considered for award.

For tires and tire sizes not listed in this specification section, ordered by the City of Long Beach, Bidder shall provide purchases

MISCELLANEOUS TIRES
REVISED BID SECTION

PASSENGER, PERFORMANCE PASSENGER AND LIGHT TRUCKS

Passenger Tires: Tread wear shall be rated at 400 or greater, have an "A:" traction rating, and a temperature of "B". (HR & VR excepted)

ITEM	Tire Size	USAGE	Spec/Material*	Speed Rating	Brand/Model/Stock # Quoting	Unit Price
1	P155/80R13	15	General G4S		GY SuperRide 356-661-263	\$ 25.15
2	P185/70R14	4	GoodYear Regatta 2	81T	GY Integrity 402-102-477	\$ 35.32
3	P185/65R14	22	GoodYear Regatta 2	81T	" " 402-879-477	\$ 40.62
4	P205/75R14	4	GoodYear Regatta 2	95S	" " 402-728-436	\$ 38.83
5	P205/70HR14	1	GoodYear Regatta 2	93S	Dunlop SP60 263-005-990	\$ 64.92
6	P205/75R15	4	GoodYear Regatta 2	97S	GY Integrity 402-705-436	\$ 44.91
7	P205/70R15	20	GoodYear Regatta 2	95S	" " 402-117-436	\$ 46.73
8	P215/70R14	34	GoodYear Regatta 2	98S	GY Regatta 187-359-026	\$ 49.75
9	P215/75R15	1	GoodYear Regatta 2	95T	GY Integrity 402-391-436	\$ 47.93
10	P215/70R15	34	GoodYear Regatta 2	97S	" " 402-282-047	\$ 38.29
11	P225/75R15	7	GoodYear Regatta 2	105S	" WRL RTS 137-064-568	\$ 69.98
12	P235/75R15	27	GoodYear Regatta 2	105S	" WRL SRA 183-406-418	\$ 62.14
13	P185/70R14	12	GoodYear Regatta 2	89S	" Integrity 402-102-477	\$ 35.32
14	P195/70R14	4	GoodYear Regatta 2	90T	" " 402-827-047	\$ 40.93
15	P205/70R14	1	GoodYear Regatta 2	93S	DUNLOP SA60 263-005-990	\$ 64.92
16	P215/70R15	34	GoodYear Regatta 2	97S	GY Integrity 402-282-047	\$ 38.29
17	P225/70R15	20	GoodYear Wrangler GSA	102S	GY WRL SRA 183-482-418	\$ 70.37
18	P225/70R15	30	GoodYear Wrangler HP	100S	GY WRL HP 403-482-174	\$ 75.78
19	P205/65R15	37	GoodYear Regatta 2	92T	GY Integrity 402-406-477	\$ 49.50
20	P205/55R16	8	General XP2000H4		GY ASSURANCE 736-053-285	\$ 66.16
21	P255/70R16	19	GoodYear Wrangler ATS	109S	GY WRL RTS 137-840-039	\$ 77.56
22	P235/60R18	10	Michelin	102V	GY Response Edge 107-594-264	\$ 113.75
23	LT265/70R17	23	Goodyear Wrangler Pro Grade		GY WRL PG 748-535-189	122.20
24	P245/50ZR16	4	General XP2000Z4		GY RSA 732-333-182	\$ 114.04

*Spec material is for reference as to quality and design of tire specified. Approved equals shall be considered for award.

**Tread wear factor exempted

For tires and tire sizes not listed in this specification section, ordered by the City of Long Beach, Bidder shall provide purchases from the following manufactures at the discount allowed.

The City requires a Government price commitment for BF Goodrich, Goodyear and Michelin

Manufacturer		Government Net Price List #	Effective Date	Discount Allowed	Comply yes/no
BF Goodrich					
Bridgestone					
General					
Goodyear	X	CA NET STATE	3-1-2008	5%	YES
Kelly					
Michelin					
Nankang/Sendel					
Yokohama					

DELIVERY: 2 hours after receipt of order. Delivery is required within twenty-four (24) hours after receipt of order

MISCELLANEOUS TIRES
REVISED BID SECTION

LIGHT TRUCK TIRES						
ITEM	Tire Size	USAGE	Spec/Material*	Load Range	Brand/Model/Stock # Quoting	Unit Price
1	LT245/75R16(E)	136	GoodYear Wrangler HT	E	GY HT 744-395-900	93.06

MISCELLANEOUS TIRES
REVISED BID SECTION

LAWN, GARDEN, INDUSTRIAL, COMMERCIAL, UTILITY, FARM AND MEDIUM TRUCK

ITEM	MEDIUM TRUCK/HEAVY DUTY/TRACTOR TIRES				Unit Price
	Tire Size	USAGE	Spec/Material*	Load Range	
1	315/80R22.5(L)	55	Goodyear G286	L	GY G291 756-256-420 305.50
2	40.00R20(G)	15	Kelly KSA	G	GY G149R6A 138-376-187 269.43
3	8.25R15(J)	6	Yoko Y785	J	YOKO Y785 298.02
4	10R17.5	75	Michelin		GY G114 135-349-002 187.00
5	11.00R20(H)	4	Kelly KLH	H	GY G149R5A 138-382-187 285.97
6	11R22.5(G)	20	Goodyear G159	G	GY G149R5AR4 138-80299 223.11
7	11R22.5(H)	63	GoodYear G287 MSA	H	GY G149R5AR4 138-179-919 232.60
8	295/80R22.5(H)	44	GoodYear Marathon LHS	H	GY MARATHON 756-408-089 301.67
9	385/65R22.5(J)	26	GoodYear G286	J	GY G286 759-315-200 411.37
10	425/65R22.5(L)	20	GoodYear G286	L	GY G286 759-313-200 459.59
11	445/65R22.5(L)	4	Yoko MY243	L	GY G286 759-314-200 519.20
12	11.00-16(F)	4	Kelly 4Rib P/G	F	ALPHA 97165 161.64
13	16.9-24(E) Tubeless	4	Gen. TRCTR Lug R4		ARMOR 1417626244 394.72
14	14.00-24(16Ply)	4	Gen. LDR/GDR TG		ALPINE 080-100-135 420.21
15	24R/21XS(6Ply)	8	Michelin X		NO BID NO BID
16	15.5-25(F) Tubeless	4	Gen. L/GRDR,L2	F	ALPINE 080-100-069 473.32
17	15.5-25(F) Tubeless	6	OTR R3	F	ALPINE 080-100-069 473.32
18	18.4-34(D) Tubeless	4	F/Stone All Trac Utility	D	ALPINE 080-100-251 524.00
19	11L15(E)	10	Kelly P/M F3	E	EBT 129.00
20	11L16(F)	10	Kelly P/M F3	F	EBT 139.00

*Spec material is for reference as to quality and design of tire specified. Approved equals shall be considered for award.

For tires and tire sizes not listed in this specification section, ordered by the City of Long Beach, Bidder shall provide purchases from the following manufactures at the discount allowed.

MISCELLANEOUS TIRES
REVISED BID SECTION

Manufacturer		Government Net Price List #	Effective Date	Discount Allowed	Comply yes/no
BF Goodrich					
Bridgestone					
General					
Goodyear	X	CA NET STATE	3-1-2008	5%	YES
Kelly					
Michelin					
Nankang/Sendel					
Yokohama					

LAWN/GARDEN/INDUSTRIAL TIRES						
ITEM	Tire Size	USAGE	Spec/Material*	Speed Rating	Brand/Model/Stock # Quoting	Unit Price
1	4.80/4.00-8(2Ply)	4	Nankang N-744		NANKANG 27425007	\$ 13.44
2	410/350-4(2)	6	Nankang N-775		" 27854002	\$ 6.86
3	11X400-5(2Ply)	8	Nankang N-743		" 27727003	\$ 9.02
4	16X650-8(2Ply)	6	Nankang N-743		" 27355005	\$ 15.01
5	16X750-8(2Ply)	8	Nankang N-743		" 27310002	\$ 16.20
6	5.70-8(6Ply)	4	Nankang N-205		" 29295005	\$ 18.59
7	25x12-9(4Ply)	12	Nankang N-603		" 30165001	\$ 41.68
8	22.5X10-8(2Ply)	10	Dico T/Master AT		" 554307	\$ 65.00
9	23X8.50-12(2Ply)	4	Nankang N-789		" 2706003	\$ 33.17
10	23X10.50-12(6Ply)	6	Dico M/Trac		" 27042002	\$ 42.73
11	27X8.50-15(6Ply)	8	Nankang N-723		" 20710001	\$ 66.26
12	4.80-12(6Ply)	6	Nankang N-205		" 29164006	\$ 19.89
13	8-14.5(F)	18	Nankang N-861		GY TRACHM 141.678.320	\$ 164.88
14	7.50-15(12Ply)	8	Nankang N-45		NANKANG 22A 15001	\$ 83.67

MISCELLANEOUS TIRES
REVISED BID SECTION

NEW TUBES/"O" RINGS/FLAPS/CORES/CAPS/ETC.				
ITEM	SIZE	USAGE	TYPE	UNIT PRICE
1	14/80R x 20	5	Tube, 90o Steel Stem	\$ 23.16
2	10.00R x 20	10	Tube, 90o Steel Stem	\$ 19.43
3	12.00R x 20	5	Tube, 90o Steel Stem	\$ 23.16
4	7.50 x 15	4	Tube, 90o Steel Stem	\$ 8.16
5	8.25R x 15	9	Tube, 90o Steel Stem	\$ 13.06
6	4.10/3.50 x 4	3	Tube, 90o Steel Stem	\$ 3.71
7	4.80/4.00 x 8	2	Tube, Rubber Stem	\$ 4.85
8	5.70/5.00 x 8	1	Tube, Rubber Stem	\$ 4.85
9	#224	5	Sealing "O" Ring	\$ 9.01
10	16/6.50 x 8	4	Tube, Rubber Stem	\$ 4.72
11	7.00/7.50R x 16	4	Flap, Tube	\$ 6.93
12	10.00R x 20	2	Flap, Tube	\$ 11.63
13	14/80R x 20	5	Flap, Tube	\$ 12.88

For Tubes, liners or "O" rings ordered by the City of Long Beach not listed in this section of purchases, Bidder shall provide discount allowed.

Brand quoting NANKANG Price list number — Date 2/08 Discount% 0

DISPOSAL OF UNUSABLE TUBES, LINERS AND CASINGS:

Disposal of all unusable tubes, liners and casings shall be determined by the City of Long Beach Contract Administrator. Individual casing disposal charge may be charged when unusable casing is actually disposed of.

ITEM	Type	Unit Price	Unit
1	Passenger car	1.00	1.00
2	Light Truck Casing	1.00	1.00
3	Medium Truck Casing	12.50	12.50
4	Small Industrial Casing	1.00	1.00
5	Industrial over 22.5" rim size	18.00	18.00

DELIVERY: 6 hours after receipt of order. Delivery is required within twenty-four (24) hours after receipt of order or bid may be rejected.

REVISED Section #2

RETREAD TIRE SPECIFICATIONS

The City of Long Beach utilizes approximately 1,500 vehicles with an estimated 8,100 mounted tires and wheels including spares. Vehicles range from small riding lawn mowers to large articulating wheel loaders and Airport Crash trucks. These vehicles are assigned to various departments within the City and are dispatched from approximately forty sites.

SCOPE OF WORK

This specification is designed to furnish to the City of Long Beach one or more contractors that supplement the City's tire maintenance program by furnishing tire casings and retreading services.

Contractor(s) shall be required to provide:

1. Retreading and repairing of City tires and casings
2. Deliveries of all orders at no expense or cost to the City
3. Tire casing purchases, grade "A" virgin
4. Current manufacturer's brochure, price lists and rates for all parts, services and materials charged during the Contract period
5. Warranties for all retreads and casings purchased
6. Computerized inventory and tire management analysis program
7. Inventory, equipment, and personnel shall be in place before Contract start-up date.
8. Services in compliance with the latest editions of the California Vehicle Code, California Code of Regulations, Federal Motor Vehicle Standards, Cal OSHA, and DOT Standards. It is the intent of the parties that Contractor shall be responsible for the proper disposal of all byproducts, remainder and waste resulting from its services under this Agreement.
9. Provide 100% completion of all casings picked up for repairs or retreading within 5 working days.
10. Contractor shall provide City with proof of compliance with all applicable permitting and licensing laws, including but not limited to, copies of all permits, and shall immediately notice City of any change in the status, or the terms or conditions, of any permit or license related to the subject matter of this agreement. Contractor shall also immediately notify City of any citation received from of this agreement. or any investigation by any regulatory agency in any way related to the subject matter

ACCEPTABLE STANDARDS and PROCEDURES

1. Contractor shall have Quality Assurance Facility Inspection Program (QAFIP) certification from the U.S. General Services Administration, Federal Tire Program.
2. Contractor shall provide premium pre-cured retreading unless otherwise requested by the Contract Administrator.
3. Contractor shall purchase tire casings, upon request, as outlined in specifications.
4. Safety footwear shall be worn while working on City equipment or premises.
5. Employee(s) shall wear Contractor's uniform bearing company name and employee name while working at City locations. The City reserves the right to reject any equipment or personnel which in its opinion creates a safety hazard to the City's property or personnel at the job site. In the event of rejection, Contractor shall not be reimbursed for travel time or job site time.
6. Contractor's employees shall observe five (5) MPH speed limit while on City premises.
7. All invoices shall be approved and signed by the Contract Administrator.

QUALIFICATIONS

Bidder shall maintain a regularly established place of business, complete with applicable inventory, shop vehicles, equipment and tools, testing facilities, replacement parts, accessories and experienced shop personnel. State the approximate dollar value of equipment and inventory stocked at location that will service the City. Inventory: \$ 126,000 -, Equipment: \$ 50,000 -. Bidder may be required to demonstrate that it has successfully performed on other similar contracts.

BRAND NAMES:

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".

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 no later than seven (7) working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than three (3) working days before bid opening.

GENERAL CONDITIONS

1. Contractor's product must meet Federal Standards and be listed on the U.S. General Services Administration QPL (Quality Products List) list. Contractor shall specify the grade of rubber compound that has qualified and appears on the QPL list. Contractor shall furnish to the City a sample of this rubber with Bid.
2. Contractor shall have written manufacturing and processing standards conforming to Federal procurement Specification ZZT-441.
3. Contractor shall be able to provide Certified retread tires and comply with California Code of Regulations, Title 13, Section 1087. Retread procedures shall comply with California laws, rules and regulations.
4. Contractor shall perform retreading of City casings with trained and certified employees. Employees shall have successfully completed and received certificates of completion for the various stages of the retread process they are working in. Certifications or certificates of completion will be accepted from Technical Institutes, Rubber Manufacturer's Training Centers, International Tire and Retreaders Association, North American Tire Association or an approved equal training center. Contractors shall submit certifications for employees who will be involved in the retread process of casings for City vehicles. Failure to include copies of employee certifications will disqualify bidder.
5. Contractor shall have a computerized inventory and tire tracking system that tracks City casings in and out of the retread facility. System shall be capable of providing reports that

and identify belt separations. Belt separation inspection equipment shall be able to detect separations with or without casing punctures.

2. Contractor shall inspect each casing and reject those considered unacceptable for retreading. Contractor shall identify the cause for rejection and provide documentation for rejection to the Contract Administrator upon redelivery of the casing.
3. At the City's discretion, rejected casings shall be reinspected by a disinterested third party expert for a second opinion. Casings will be inspected at that time to determine if they are unusable or if they can be repaired and retreaded. Casings judged to be repairable and therefore retreaded will be returned to the Contractor for retreading. Casings returned, repaired and retreaded shall be discounted \$15.00 to cover the reinspection fee.

14. The City reserves the right to award contract to multiple vendors.

PAYMENT REQUIREMENTS

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section items.

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.

TREAD

1. Tread compound used for retreading City casings shall be pre-cured material unless otherwise requested by the Contract Administrator.
2. Tread widths after retreading application shall be at least equal to manufacturer's original tire tread width.
3. Retreading of tires shall be in strict accordance with the tread manufacturer's instructions. Tread shall have a shore hardness rating between 60 and 73. Durometer testing shall conform to U.S. Bureau of Standards requirement.

DESIGN

The City of Long Beach Reserves the right to choose treads and tread designs as needs require.

RETREADING, CASING REPAIRS

CASING INSPECTION

1. Before a tire casing is retreaded, it shall be completely inspected for defects and injuries. Inspections on all City casings shall include, but not be limited to, the following three procedures: 1) Visual inspections on a tire spreader with adequate lighting, 2) Inspections using electronic equipment designed to detect punctures using electrical current. 3) Inspections using ultrasonic or opto-electrical equipment designed to inspect

BUFFING AND CASING PREPARATION

1. Tires shall be buffed while inflated using a lathe type buffing machine to true round. Buffer shall be template-controlled precision type.
2. Casings shall be repaired as needed to retreadable condition prior to tread rubber application.

REPAIRS

All patches and reinforced repairs shall be radial design and be manufacturer's highest premium grade. Contractors shall furnish manufacturer's literature describing the product to assist the City in the evaluation.

GUARANTEE/ADJUSTMENTS

1. Retreads shall be guaranteed against defects in materials and workmanship for the life of the tread on a prorated basis. Adjustments shall be made on the percentage of remaining tread depth. If a casing is damaged beyond further use as a result of the Contractor's actions, including buffing procedures, the full cost of the retreading plus a casing value of \$45.00 per tire shall be credited to the City.
2. Retreaded tires that the City believes require adjustments shall be evaluated at least once each month at the City's maintenance facility by an authorized representative of Contractor.
3. The guarantee shall be in effect during the tread life of the tire, even if the Contractor no longer has the retreading contract with the City. The Contractor shall reimburse the City by check for all adjustments made after expiration of the Contract.
4. In the event of a dispute, the City shall secure a disinterested expert, acceptable to the Contractor. The Contractor shall pay one-half of any fees paid to the disinterested expert for services.

RETREAD TIRES

Tires sizes and quantities listed below represent approximately 75% of the annual retread requirements of the City. Purchases of other various tire sizes, tread designs and quantities are anticipated. These purchases shall be priced according to the discount provisions of the Contract found on page 16. The City reserves the right to increase or decrease the quantities to be purchased in accordance with actual needs and or fund availability.

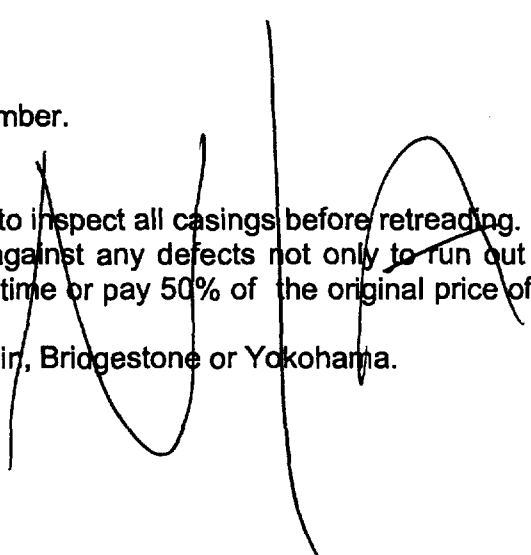
RETREADING OF VIRGIN CASING

NOTE: No repairs other than two AP nail hole repairs will be accepted when retreading Grade "A" virgin casings.

VIRGIN CASING PURCHASES

Purchase of Casings capable of retreading (Outright purchase without core or exchange charges).

Minimum Specifications:

1. Grade "A" virgin casings only.
 2. No regrooved casings.
 3. No casing over 4 years old.
 4. No more than 2 AP nail hole repairs.
 5. All casings shall have OEM's DOT number.
 6. No section repairs.
 7. Up to one spot repair only.
 8. City of Long Beach reserves the right to inspect all casings before retreading.
 9. Contractor shall warrant the casing against any defects not only to run out the original retread but to accept a retread a 2nd time or pay 50% of the original price of the casing.
COMPLY: Yes _____, No _____.
 10. Acceptable casing manufacturers: Michelin, Bridgestone or Yokohama.
- 

BID SECTION

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG

RETREAD TIRES
REVISED BID SECTION

RETREAD TIRES						
		Tread Base	Tread	Annual	Brand/Model/Stock # Quoting	Unit Price
Item	Description	Width	DESIGN	Usage		
1	235/85R16	7/22/1932	Metro M/Rib	80		\$
2	245/70R19.5	8/10/1932	Omni Bus	22		\$
3	9R17.5	7/20/1932	Omni Bus	24		\$
4	11R17.5	8-00/00	*WHR	65		\$
5	11R22.5	8-00/00	*WHR	65		\$
6	295/80E22.5	9/9/1932	*WHR	250		\$
7	315/80R22.5	9/29/1932	*WHR	200		\$
8	425/65R22.5	12/12/1932	WBD-A	14		\$
9	15.5-25	Std. Width	Grader	4		\$
10	16.9-24	Std. Width	L2 Trac.	4		\$
11	18.4-34	Std. Width	L2 Trac.	4		\$
12	14.00-24	Std. Width	Grader	24		\$

~~NO BID~~

RETREAD OF VIRGIN CASINGS					Brand/Model/Stock # Quoting	Unit Price
Item						\$
1	11R22.5	8-00/00	*WHR	24		\$
2	295/80R22.5	9/9/1932	*WHR	420		\$
3	315/80R22.5	9/29/1932	*WHR	200		\$

CASING REPAIRS				Brand/Model/Stock # Quoting	Unit Price
Item					\$
1	Nail Hole				\$
2	Spot Repair				\$
3	AP Repair				\$
4	Bead Repair				\$
5	B120				\$
6	B122				\$
7	B124				\$
8	B140				\$
9	B142				\$
10	B144				\$
11	B502				\$
12	Repair	Larger than 22.5 rim sizes			\$
13	OTR Liner Repair	Larger than 22.5 rim sizes			\$
14	OTR Spot Repair	Larger than 22.5 rim sizes			\$
15	OTR Bead Repair	Larger than 22.5 rim sizes			\$

~~NO BID~~

VIRGIN CASING PURCHASES			Brand/Model/Stock # Quoting	Unit Price
Item				\$
1	11R x 22.5(G)	30		\$
2	295/80R x 22.5(H)	75		\$
3	315/80R x 22.5(J)	100		\$

REVISED Section #3

SAFETY TIRE SPECIFICATIONS

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

Delivery shall be made within two (2) calendar days after receipt of order. The ability to deliver sooner may be a factor in award.

Contractor shall be required to maintain in stock a 60-day supply of tires required hereunder.

Prices quoted shall include all delivery and unloading charges to designated locations within the Long Beach city limits.

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.
2. TRACTION A
3. TEMPERATURE RATING A
4. ALL PURSUIT TIRES SHALL BE BLACKWALL TIRES.

The City of Long Beach pricing for the Goodyear tires is currently guaranteed under GS9749265 for tire size P255/70RX15 and P235/70RX15 sizes.

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.

Miscellaneous items not listed herein may be purchased by City from Contractor or provided that no item exceeds \$200.00

ROAD HAZARD WARRANTY: The City of Long Beach will give consideration to

PURSUIT TIRES		Estimated			
Item	Tire Size	USAGE	Spec/Material*	Brand/Model/Stock # Quoting	Unit Price
1	P225/60R16	402	Goodyear Eagle RSA	GY RSA 732.354.500	\$ 66.80
2	P235/55R17	1600	Goodyear Eagle RSA	GY RSA 732.002.500	\$ 92.09

BRAND NAMES:

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".

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 no later than seven (7) working days before bid opening. The request shall include all data necessary to substantiate that the item is equal. The City will notify the bidder, in writing, of approval or disapproval of the equivalent item no later than three (3) working days before bid opening.

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REVISED BID SECTION

SERVICE FOR PURSUIT TIRES

The City of Long Beach currently removes from service approximately seven (7) pursuit tires each month that could be considered for adjustment under the above road hazard guidelines. Listed in the bid section are the estimated annual quantities and sizes of pursuit tires to be considered for road hazard adjustment. Bidder is cautioned that these quantities are only estimates and are not guarantees of work or purchases.

The City of Long Beach cannot repair any pursuit tire, therefore we are asking for the contractor to provide the service to the City.

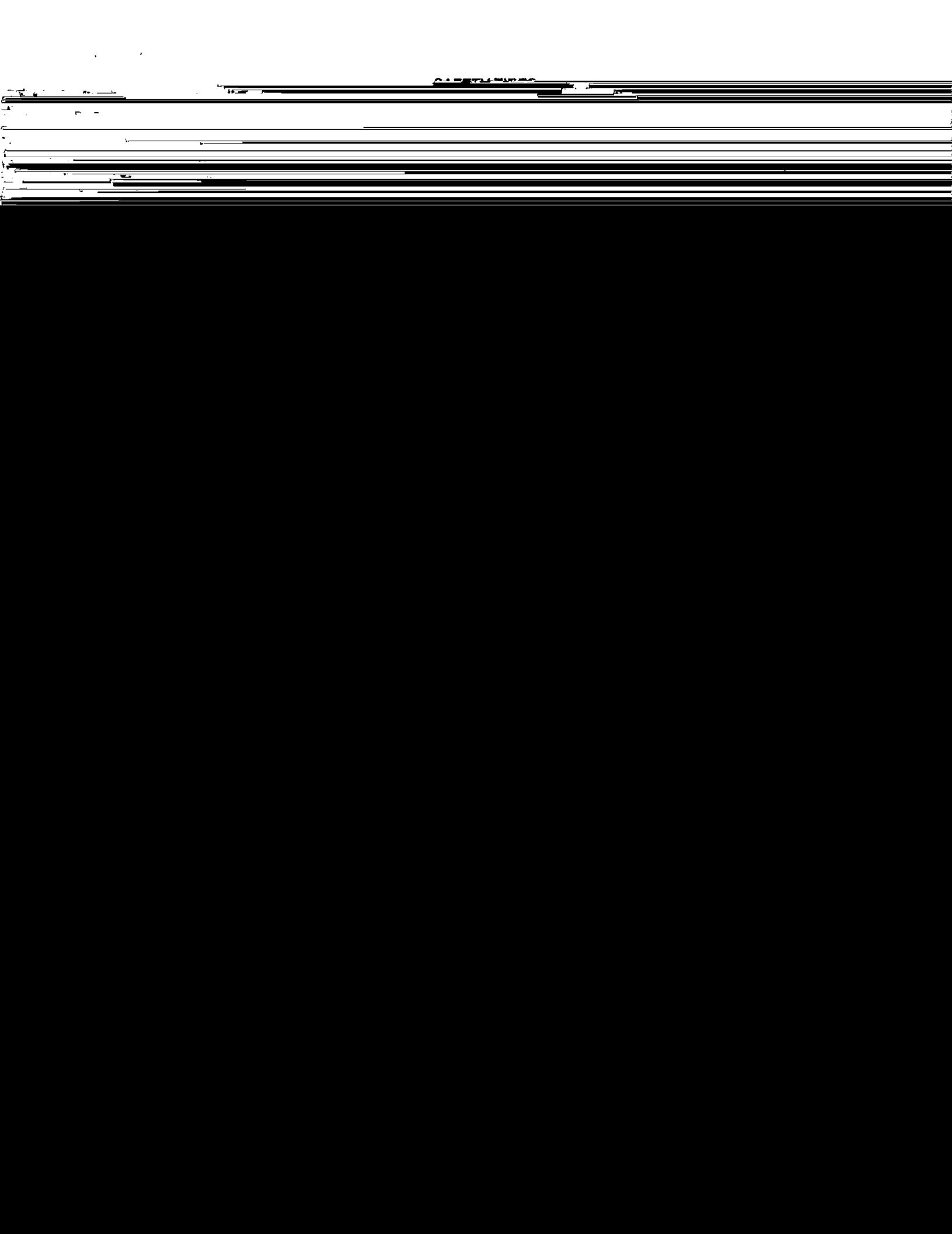
24 HOUR FIELD REPLACEMENT SERVICE

RATES:

	Monday-Friday	National Holidays
Weekends		
Between the hours of 7:00 am & 5:00 pm	\$ NO per hr	\$ NO per hr
Between the hours of 5:00 pm & 12:00 midnight	\$ BID per hr	\$ BID per hr
Between the hours of 12:00 midnight & 7:00 am	\$ BID per hr	\$ BID per hr

HOURLY RATE SHALL INCLUDE ANY MILEAGE, SERVICE CHARGES, REMOVAL, REPAIRS AND REINSTALLATION.

The contractor must be able to dismount and remount the tire from the rim in the field. The only exception would be if the rim was damaged. Unless of course the contractor could supply rims also. Rim charges may come under the miscellaneous clause allowed in this contract with approval from City.



References

Scher Tire, Inc.

Bruce Hicks
City of Newport Beach
592 Superior Ave
Newport Beach, Ca 92663
949 644 3081

Oscar Ruiz
City of Los Angeles
555 Ramirez St Space 113
Los Angeles, Ca 90012
213 485 5351

Maricela Wiley
City of Brea
1 Civic Center Circle
Brea, Ca 92821
714 990 7787

Robert Perez
City of Fullerton
1580 W Commonwealth Ave
Fullerton Ca 92833
714 738 6807

Ruben Perez
City of Anaheim
955 S Melrose
Anaheim Ca 92805
714 765 6803



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@longbeach.gov

January 29, 2009

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA-00608 Tires & Service

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00608, Tires & Service. Please acknowledge receipt of this addendum by signing and returning with your bid.

There have been changes to the bid. In order to avoid confusion, the City has replaced the entire bid package instead of individual pages. You are required to submit the **REVISED BID**. Any bidder who fails to submit the **REVISED BID** will be disqualified.

From our pre-bid meeting there were questions posed.

The questions and answers are as follows:

1. Question: Can the bid due date be extended?
Answer: Yes, the revised due date is February 19, 2009
2. Question: If a bidder submits "approved equal" information to the City, will the City respond back to the individual bidder or to all bidders?
Answer: If you will be submitting "approved equal" documentation, the last day to do so is February 9, 2009. You are required to submit the information in writing. The City will respond in writing to the individual bidder by February 13, 2009.
3. Question: The bid states "miscellaneous items not listed herein may be purchased by City from Contractor provided that no item exceeds \$200. Can the dollar amount be increased to meet the current needs?
Answer: Yes, the miscellaneous items statement is removed.

4. Question: The City requires the Contractor to "brand" each tire with "CLB". , Branding of tires may void manufacturer warranty, we request this requirement to be removed in the best interest of the City.

Answer: The City will accept in lieu of branding, serialized tires for the purpose of the City tracking tires.

5. Question: If a bidder submits "approved equal" information, are they required to do submit it for each individual line item?

Answer: Bidder may submit a summary of "approved equal" substitutions brand for brand, but bidder needs to identify the following attributes: equivalence, utility and performance.

6. Question: Can we receive a usage report?

Answer: After review of the usage report, the City has modified the tire size and rating to be aligned to past City use. The annual usage report included quantity and tire part # which is now reflected in the REVISED BID SECTION.

From our pre-bid meeting there have been changes made.

The changes are as follows:

1. Bid Award section has been changed.
2. Price Adjustment Formula date has been changed.

If you have any questions please submit to Michelle.King@longbeach.gov

Please take a moment to review these changes when developing your bid.

Prepared By: Michelle King Date: January 29, 2009

Buyer

Acknowledged By:  Date: 2/25/09

Firm of: SCHER TIRE, INC.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@longbeach.gov

February 10, 2009

NOTICE TO BIDDERS

ADDENDUM NO. 2

PA-00608 Tires & Service

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-00608, Tires & Service.

Bid due date has been extended to February 27, 2009 @ 11:00 am.

There has been a 2nd Mandatory Pre Bid Meeting scheduled:

Date: Wednesday, February 18, 2009

Time: 8:30 am. PST

Location: City of Long Beach, 333 W. Ocean Blvd., 6th Floor Conference Room

If you attended the pre bid meeting that was held on January 27, 2009 you are NOT required to attend this meeting.

If you have any questions please submit to Michelle.King@longbeach.gov

Prepared By: Michelle King Date: February 10, 2009
Buyer