

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

TIRES & SERVICE

CONTRACT NO. 32324

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 12TH DAY OF April, 2011
CITY STATE MONTH

COMPANY NAME: SUDDUTH TIRE CO INC TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2690 ATLANTIC CITY: LONG BEACH STATE: CA ZIP: 90806

PHONE: 562-426-5544 FAX: 562-427-8842

S/ [Signature] (SIGNATURE) Vice President (TITLE)

DAVID OBENAUER (PRINT NAME) davidstc@sudduthtire.com (EMAIL ADDRESS)

S/ [Signature] (SIGNATURE) President (TITLE)

K. Jeanne R. Sudduth (PRINT NAME) jeanne stc@sudduthtire.com (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] Director of Financial Management
Date 9/24/11

APPROVED AS TO FORM 9-28, 2011
ROBERT E. SHANNON
CITY ATTORNEY
[Signature] Deputy

BID NUMBER PA-01011

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 State of CALIFORNIA _____
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.)
- 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.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

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

DESCRIPTION OF ATTACHED DOCUMENT

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

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.

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.

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.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> 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: _____

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: \$ _____

16. 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.

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

BID DUE DATE: APRIL 14 2011
TIME: 3:00 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 562-570-6020
BUYER TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
FRANK MCILVENNY 562-570-5419
DEPARTMENT CONTACT TELEPHONE NUMBER

17. 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

18. 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.)

19. 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.

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.

21. PERMITS, LICENSES, AND CERTIFICATES

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all by-products, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly licensed facility.

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.
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.

BID SECTION

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"

BID SECTION

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 Reese Bouton at (562) 570-7000 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

BID SECTION

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 products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. 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
- b. 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.

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.

- D. 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.
- E. 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.

PA-01011

FOR THE PURCHASE OF NEW TIRES & SERVICE

TIMELINE

Bid Release Date: March 16, 2011

Mandatory Pre-Bid Meeting: March 24, 2011 @ 3:00 PM PST

Last Day to Submit "approved equal" requests: March 31, 2011 by 3:00 PM PST

City will contact bidder of "approved equal" requests: April 7, 2011 by 3:00 PM PST

Bids Due: April 14, 2011 by 3:00 PM PST (no late bids will be accepted)

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

Date: March 24, 2011

Time: 3:00 PM to 4:00 PM PST

Location: City Hall, 333 W. Ocean Blvd, Long Beach, CA 90802 7th Floor

Contact: Michelle King (562) 570-6020

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 FOR MATERIALS & LABOR

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.

Price increase shall not exceed __10__% during first extension period.

Price increase shall not exceed _10____% during second extension period.

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.

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.

PAYMENT TERMS: _____3% 15 days_____

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 (SPECIAL) SCHEDULE:

Delivery of new tires shall be within 3 business days after receipt of order, unless it has been determined that a specific tire is on "Nationwide Back Order" from the manufacturer. Deliveries will be made to specific locations throughout the city. (See Exhibit A)

Delivery is required within 3 days after receipt of order or bid may be disqualified.

Please state delivery time __1____days

SHIPPING (SPECIAL) INSTRUCTIONS:

As required per Specifications Section.

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 three (3) 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.

MISCELLANEOUS ITEMS

City may purchase miscellaneous items not listed herein from Contractor provided that no item exceeds \$200. For items not listed on bid sheet, the mark up for non listed items or tires will be at contractor's cost plus 10 _____%.(fill in blank)

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.

BLANKET PURCHASE ORDER(BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. **City personnel authorized to make releases against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number.** Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release (Purchase Order) issued by the using Department.

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 engine low speed vehicles 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.

II. SCOPE OF WORK

This specification is designed to furnish the City of Long Beach's multiple locations with one or more suppliers for the City's tire maintenance program.

III. AWARD

The City prefers to award to a single contractor but reserves the right to award contract 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.

IV. RESPONSIBILITIES OF THE 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, upon emergency request, shall provide priority delivery service to the City of Long Beach during weekend, 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 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.
5. 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. In such event, the City reserves the right to buy from another contractor.
6. The City will not accept any new tires that have a production date in excess of two years at the time of delivery to the City. Contractor will accept stock returns within 3 years post manufacturers production.
7. Five (5) MPH speed limit must be maintained while on City of Long Beach premises.

V. ACCEPTABLE TIRE BRANDS/STANDARDS/PROCEDURES

1. Bridgestone, Firestone, Goodyear, B.F. Goodrich, General, Kelly, Michelin, Yokohama, Dunlop and Continental are acceptable brands. Other name brands not listed will be considered based on specifications. 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.

VI. 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 by March 31, 2011 by 3:00 PM PST. 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 April 7, 2011 by 3:00 PM PST.

Approved equal documentation must be mailed to City of Long, Purchasing Division, Michelle King, 333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90808

VII. QUALIFICATIONS

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: \$__15,000.00_____.

Bidder may be required to demonstrate that it has successfully performed on other similar contracts.

VIII. 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 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 No

If yes, what is your warranty pro rated up to 3/32nd of buying price _____

BID SECTION #1

PASSENGER, PERFORMANCE PASSENGER, SAFETY AND LIGHT TRUCK TIRES

TIRE TYPE	PERCENT DISCOUNT OFF OF PRICE LIST						
	Michelin			Bridgestone / Firestone		Goodyear	Other
	Michelin	Uniroyal	BF Goodrich	Bridgestone	Firestone	Goodyear	Other
Price List must be provided for comparison	WSPA Contract attached Price List Provided x			Price List Provided		Price List Provided	Price List Provided
Passenger Auto	45 NET %	45 NET %	45 NET %	%	%	%	%
Light Duty Trucks Radial	45 %	45 %	45 %				
Light Duty Trucks Bias	~ %	~ %	~ %	%	%	%	%
Medium Commercial/Heavy Duty Truck	46 %	46 %	46 %	%	%	%	%
Off Road Radial	28 %	28 %	28 %	%	%	%	%
Off Road Bias	~ %	~ %	~ %	%	%	%	%
Farm/Industrial	28 %	28 %	28 %	%	%	%	%
Specialty Tires	28 %	28 %	28 %	%	%	%	%
Unisteel Radial Truck	46 %	46 %	46 %	%	%	%	%

Quantities listed are only an estimate.

BID SECTION #1

PURSUIT TIRES							
<u>Item</u>	<u>Tire Size</u>	<u>USAGE</u>	<u>DESCRIPTION</u>	<u>Brand</u>	<u>Model</u>	<u>Stock</u>	<u>Unit Price</u>
1	P225/60R16	121	Goodyear Eagle RSA	G/y	RSA	732366500	\$ 80.27
2	P235/55R17	1193	Goodyear Eagle RSA	G/y	RSA	732002506	\$ 103.32

AMBULANCE TIRES							
<u>Item</u>	<u>Tire Size</u>	<u>USAGE</u>	<u>DESCRIPTION</u>	<u>Brand</u>	<u>Model</u>	<u>Stock</u>	<u>Unit Price</u>
1	LT225/75R16	143	Goodyear Wrangler HT Load Range E	G/y		744830900	\$ 122.59

FIRE TRUCK TIRES							
<u>Item</u>	<u>Tire Size</u>	<u>USAGE</u>	<u>DESCRIPTION</u>	<u>Brand</u>	<u>Model</u>	<u>Stock</u>	<u>Unit Price</u>
1	11R 22.5	61	Goodyear G287 MSA				
2	315/80R22.5	135	Goodyear G287 MSA				\$
3	295/80R22.5	32	Goodyear Marathon LHS				\$
4	385/65R22.5	36	Goodyear G286				\$
5	425/65R22.5	7	Goodyear G286				\$

Usage based on total tire issuance for calendar year 2010 (Not including Harbor and Water)

BID SECTION #2 ALTERNATE BRAND TIRES

PURSUIT TIRES							
Item	Tire Size	USAGE	DESCRIPTION	Brand	Model	Stock	Unit Price
			BID SECTION #1	BID SECTION #1			
1	P225/60R16	121	Goodyear Eagle RSA				\$
2	P235/55R17	1193	Goodyear Eagle RSA				\$

AMBULANCE TIRES							
Item	Tire Size	USAGE	DESCRIPTION	Brand	Model	Stock	Unit Price
1	LT225/75R16	143	Goodyear Wrangler HT Load Range E	BFG	AS COMMERCIAL		\$ 118.00

STOCK#08404

FIRE TRUCK TIRES							
Item	Tire Size	USAGE	DESCRIPTION	Brand	Model	Stock	Unit Price
				BFG			
1	11R 22.5	61	Goodyear G287 MSA	BFGoodrich	ST230	68045	\$ 276.90
2	315/80R22.5	135	Goodyear G287 MSA	BFG	ST230	55487	\$ 408.36
3	295/80R22.5	32	Goodyear Marathon LHS	MICHELIN	XZE2+	81993	\$ 530.56
4	385/65R22.5	36	Goodyear G286	BFG	ST565	64873	\$ 470.05
5	425/65R22.5	7	Goodyear G286	BFG	ST565	49039	\$ 559.29

Usage based on total tire issuance for calendar year 2010 (Not including Harbor and Water) *BFG= BF GOODRICH TIRES

SERVICE SPECIFICATIONS

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. In the event the City of Long Beach requires 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.
3. 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.
4. 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.
5. 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 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.

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. Contractor shall have readily available stock for the City's police and fire light emergency vehicles to include police pursuit tires and ambulance tires.

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.

SERVICE CALLS:

TIRES WITH RIM SIZES 19.5" AND SMALLER:

DELIVERY: 2 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: 2 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.

A work order/invoice receipt upon completion of service with date and time of call and completion is required. Signature and printed name of City employee is also required upon completion.

BID SECTION - SERVICE RATES

Tire with 19.5" and smaller rim sizes:

	<u>Mon - Fri</u>	<u>National Holidays</u>	<u>Weekends</u>
Between the hours of 7:00 a.m. & 5:00 p.m.:	\$ <u>45.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.
Between the hours of 5:00 p.m. & 12:00 midnight:	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.
Between the hours of 12:00 midnight & 7:00 a.m.	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ 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.:	\$ <u>50.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.
Between the hours of 5:00 p.m. & 12:00 midnight:	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.
Between the hours of 12:00 midnight & 7:00 a.m.:	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> _____ 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.	\$ <u>65.00</u> per hr.	\$ <u>95.00</u> per hr.	\$ <u>95.00</u> per hr.
After 5:00 p.m. until 12:00 midnight	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> per hr.	\$ <u>95.00</u> _____ per hr.
After 12:00 midnight until 7:00 a. m.	\$ <u>95.00</u> _____ per hr.	\$ <u>95.00</u> per	\$ <u>95.00</u> _____ per hr.

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

EXHIBIT 'A'**MAJOR AIRING/WORK/INSPECTION SITES**

1	Fleet Services Garage 2600 Temple Avenue	15	Fire Station 1 100 Magnolia Avenue	29	Fire Station 14 5200 Eliot Street
2	City Hall - Lincoln Park Garage 333 W. Ocean Blvd.	16	Fire Station 2 1645 East 3 rd Street	30	Fire Station 15 (Fireboat) 1231 Pier F Avenue
3	Public Service Yard 1601 San Francisco Avenue	17	Fire Station 3 1222 Daisy Avenue	31	Fire Station 16 2890 East Wardlow Road
4	Police Department 400 West Broadway	18	Fire Station 4 411 Loma Avenue	32	Fire Station 17 2241 Argonne Avenue
5	Gas Department 2400 East Spring Street	19	Fire Station 5 7575 Wardlow Road	33	Fire Training 2249 Argonne Avenue
6	Parks & Recreation Dept. 2760 Studebaker Road	20	Fire Station 6 1229 Pier F	34	Fire Station #18 3361 Palo Verde Avenue
7	Dispatch Vehicle Garage 333 West Broadway	21	Fire Station 7 2295 Elm Avenue	35	Fire Station 19 3559 Clark Avenue
8	Towing Operations 3111 E Willow	22	Fire Station 8 5365 East 2 nd Street	36	Fire Station 20 1980 Water Street Avenue
9	Beach Maintenance Yard 4320 Olympic Plaza	23	Fire Station 9 3917 Long Beach Blvd.	37	Fire Station 21 225 Marine Drive
10	Marine Maintenance 6200 East 2nd Street	24	Fire Station 10 1417 Peterson Avenue	38	Fire Station 22 6340 Atherton Street
11	Airport Maintenance Yard 3150 St. Louis	25	Fire Storekeeper/Alarm Office 1465 Peterson	39	Fire Station 23 2300 East 27 th Street
12	Tree Farm Complex 7600 East Spring Street	26	Fire Station 11 160 East Market Street	40	Water Department 1731 East 33 rd Street
13	Police Academy 7380 East Carson	27	Fire Station 12 6509 Gundry Avenue	41	Harbor Department 1400 West Broadway
14	Fire Department Headquarters 925 Harbor Plaza, Suite 100	28	Fire Station 13 2415 Adriatic Avenue		

BFGoodrich Truck Tires

<u>MSPN</u>	<u>Description</u>	<u>Tread Design</u>	<u>Current FET</u>	<u>GOV 01/11 Base Price</u>	<u>Disc</u>	<u>WSCA Net Price</u>
62086	10R22.5 LRG	ST230	\$20.51	\$427.12	38%	\$264.81
68045	11R22.5 LRH	ST230	\$29.39	\$490.14	NET	\$276.90
79184	11R24.5 LRH	ST230	\$34.59	\$521.64	38%	\$323.42
63223	12R22.5 LRH	ST230	\$36.76	\$619.67	NET	\$359.45
74208	225/70R19.5 LRG	ST230	\$4.44	\$338.43	NET	\$192.73
89688	245/70R19.5 LRG	ST230	\$9.83	\$385.11	NET	\$215.52
95971	255/70R22.5 LRH	ST230	\$18.99	\$425.95	38%	\$264.09
50614	275/80R22.5 LRG	ST230	\$25.23	\$469.13	38%	\$290.86
71892	275/80R24.5 LRG	ST230	\$25.23	\$502.97	38%	\$311.84
55458	315/80R22.5 LRL	ST230	\$52.83	\$714.20	NET	\$408.36
40525	11R22.5 LRG	ST244	\$25.23	\$504.14	NET	\$287.91
92401	11R22.5 LRH	ST244	\$29.39	\$516.98	38%	\$320.53
51477	11R24.5 LRG	ST244	\$29.39	\$529.81	38%	\$328.48
58109	11R24.5 LRH	ST244	\$34.59	\$542.65	38%	\$336.44
61456	275/80R22.5 LRG	ST244	\$25.23	\$499.47	38%	\$309.67
77897	275/80R24.5 LRG	ST244	\$25.23	\$525.15	38%	\$325.59
64873	385/65R22.5 LRJ	ST565	\$27.74	\$815.73	NET	\$470.05
49039	425/65R22.5 LRL	ST565	\$37.33	\$902.08	38%	\$559.29
42131	445/65R22.5 LRL	ST565	\$41.58	\$1,002.44	38%	\$621.52
50677	11R22.5 LRH	ST576	\$29.39	\$513.48	38%	\$318.35
86409	11R24.5 LRH	ST576	\$34.59	\$540.32	38%	\$335.00
02041	11R22.5 LRG	TR144	\$25.23	\$436.45	38%	\$270.60
06457	11R24.5 LRG	TR144	\$29.39	\$464.46	38%	\$287.97
39833	275/80R22.5 LRG	TR144	\$25.23	\$431.79	38%	\$267.71
27373	275/80R24.5 LRG	TR144	\$25.23	\$460.96	38%	\$285.80
57721	10R22.5 LRG	DR424	\$20.51	\$421.28	38%	\$261.20
66509	11R22.5 LRG	DR424	\$25.23	\$480.80	38%	\$298.10
85264	275/80R22.5 LRG	DR424	\$25.23	\$477.30	38%	\$295.93
77081	11R22.5 LRG	DR444	\$25.23	\$519.31	NET	\$303.34
98035	11R22.5 LRH	DR444	\$29.39	\$532.15	NET	\$302.86
52321	11R24.5 LRG	DR444	\$29.39	\$544.98	38%	\$337.89
89861	11R24.5 LRH	DR444	\$34.59	\$558.99	38%	\$346.57
90375	275/80R22.5 LRG	DR444	\$25.23	\$513.48	38%	\$318.35
55617	275/80R24.5 LRG	DR444	\$25.23	\$540.32	38%	\$335.00
47237	11R22.5 LRH	DR675	\$29.39	\$536.82	NET	\$312.27
80401	11R24.5 LRH	DR675	\$34.59	\$562.49	38%	\$348.74

BFGoodrich Passenger & Light Truck Tires

<u>Mspn</u>	<u>Description</u>	<u>Tread Design</u>	<u>Current</u> <u>FET</u>	<u>GOV 01/11</u> <u>Base Price</u>	<u>Disc</u>	<u>WSCA Net</u> <u>Price</u>
89589	LT245/75R16 120Q COMM T/AASLRE	Commercial T/A All-Season		\$211.04	45%	\$116.07
49713	LT245/75R17121/118Q TLCOMMTAAS	Commercial T/A All-Season		\$224.35	45%	\$123.39
52075	LT265/75R16 123Q COMM T/AASLRE	Commercial T/A All-Season		\$224.35	45%	\$123.39
22656	LT275/70R18125/122Q TLCOMMTAAS	Commercial T/A All-Seasc	1.32	\$306.20	45%	\$168.41
36093	LT245/70R17119/116Q TLCOMMTAAS	Commercial T/A All-Season		\$254.20	45%	\$139.81
82383	LT265/70R17121/118Q TLCOMMTAAS	Commercial T/A All-Season		\$289.88	45%	\$159.43
98529	LT235/80R17120/117Q TLCOMMTAAS	Commercial T/A All-Season		\$280.69	45%	\$154.38
72846	LT225/75R16 115QCOMM TRACT LRE	Commercial T/A Traction		\$240.85	45%	\$132.47
58509	LT235/85R16 120QCOMM TRAC LRE	Commercial T/A Traction		\$228.91	45%	\$125.90
85980	LT245/75R16 120QCOMM TRACT LRE	Commercial T/A Traction		\$238.45	45%	\$131.15
42575	LT235/75R15 104Q COMMTRACT LRC	Commercial T/A Traction		\$227.39	45%	\$125.07
53176	LT265/75R16LRE 123Q COMTATRAC	Commercial T/A Traction		\$296.67	45%	\$163.17
61161	LT215/85R16 110QCOMM TRACT LRD	Commercial T/A Traction		\$240.76	45%	\$132.42

Michelin Truck Tires

<u>MSPN</u>	<u>SIZE</u>	<u>Tread Design</u>	<u>Current FET</u>	<u>GOV 01/11 Base Price</u>	<u>Disc</u>	<u>WSCA Net Price</u>
23176	7.50R17 LRD	XCA	\$6.62	\$450.12	46%	\$243.06
73162	11R22.5 LRG	XZA3	\$25.23	\$830.06	46%	\$448.23
47488	11R22.5 LRH	XZA3	\$29.39	\$869.99	46%	\$469.79
73181	11R24.5 LRG	XZA3	\$29.39	\$885.72	46%	\$478.29
73146	275/80R22.5 LRG	XZA3	\$25.23	\$815.54	46%	\$440.39
69192	275/80R22.5 LRH	XZA3	\$34.59	\$854.26	46%	\$461.30
73173	275/80R24.5 LRG	XZA3	\$25.23	\$869.99	46%	\$469.79
08819	275/80R22.5 LRG	XZA3 Antisplash	\$34.59	\$861.52	46%	\$465.22
70870	G20 (14.00R20) LRM	XZA4	\$35.44	\$1,356.41	46%	\$732.46
05008	10R17.5 LRG	XZA	\$12.29	\$560.23	46%	\$302.52
50505	305/70R19.5 LRJ	XZA	\$32.51	\$840.95	46%	\$454.11
60893	8R19.5 LRF	XZA	\$0.19	\$516.67	46%	\$279.00
71842	365/70R22.5 LRL	XZA (Highway Ap	\$33.08	\$1,208.79	46%	\$652.75
13346	285/70R19.5 (LRH)	XZA 144M	\$27.31	\$718.24	46%	\$387.85
84455	11R22.5 LRG	XZY3	\$25.23	\$827.64	46%	\$446.93
80927	11R22.5 LRH	XZY3	\$29.39	\$865.15	NET	\$447.81
47945	11R24.5 LRG	XZY3	\$29.39	\$883.30	46%	\$476.98
79250	11R24.5 LRH	XZY3	\$34.59	\$912.34	46%	\$492.66
47947	12R22.5 LRH	XZY3	\$36.76	\$987.36	NET	\$511.07
47951	12R24.5 LRH	XZY3	\$40.92	\$999.46	46%	\$539.71
40200	315/80R22.5 LRL	XZY3	\$52.83	\$1,126.51	NET	\$562.78
47056	315/80R22.5 LRL	XZA1	\$52.83	\$1,126.51	NET	\$491.35
06032	11R22.5 LRG	XZA-1+	\$25.23	\$762.30	46%	\$411.64
10274	11R24.5 LRG	XZA-1+	\$29.39	\$821.59	46%	\$443.66
18678	275/80R22.5 LRG	XZA-1+	\$25.23	\$755.04	46%	\$407.72
30968	275/80R24.5 LRG	XZA-1+	\$25.23	\$805.86	46%	\$435.16
90059	275/70R22.5 LRJ	XZA2 ENERGY	\$32.51	\$755.04	46%	\$407.72
33215	295/60R22.5 LRJ	XZA2 ENERGY	\$36.76	\$843.37	46%	\$455.42
76807	295/80R22.5 LRH	XZA2 ENERGY	\$40.92	\$982.52	46%	\$530.56
76184	315/80R22.5 LRL	XZA2 ENERGY	\$52.83	\$1,126.51	46%	\$608.32
79883	10R22.5 LRF	XZE	\$16.07	\$684.86	NET	\$348.85
99141	10R22.5 LRG	XZE	\$20.51	\$726.00	NET	\$365.00
85335	12R22.5 LRH	XZE	\$36.76	\$999.46	NET	\$471.24
81473	225/70R19.5 LRF	XZE	\$1.32	\$526.35	NET	\$242.16
91043	225/70R19.5 LRG	XZE	\$4.44	\$544.50	NET	\$257.74
68749	235/80R22.5 LRG	XZE	\$11.06	\$624.36	46%	\$337.15
66338	245/70R19.5 LRG	XZE	\$9.83	\$526.35	46%	\$284.23
75997	245/70R19.5 LRH	XZE	\$13.61	\$532.40	NET	\$285.61
61737	255/70R22.5 LRH	XZE	\$18.99	\$726.00	NET	\$342.52
94390	255/80R22.5 LRG	XZE	\$16.07	\$718.74	NET	\$339.75
01637	275/80R22.5 LRH	XZE	\$34.59	\$780.45	46%	\$421.44
75473	9R22.5 LRF	XZE	\$9.83	\$543.29	46%	\$293.38
01889	10.00R20 LRH	XZE 2	\$31.00	\$665.50	46%	\$359.37
19502	215/75R17.5 LRG	XZE 2	\$2.36	\$470.69	46%	\$254.17
67251	305/75R24.5 LRJ	XZE 2	\$45.08	\$1,223.31	46%	\$660.59
46194	265/70R19.5 LRG	XZE 2+	\$18.99	\$751.41	46%	\$405.76
78395	275/70R22.5 LRJ	XZE 2+	\$32.51	\$755.04	46%	\$407.72
68419	285/70R19.5 LRH	XZE 2+	\$27.31	\$780.45	46%	\$421.44
81993	295/80R22.5 LRH	XZE 2+	\$40.92	\$982.52	46%	\$530.56

**** SALES ORDER ****

PAGE: 1

QUOTE NUMBER: 0096850
DATE: 04/12/11

CUST. NO: 00-SSA026

PHONE NO: (562) 495-8572

SSA/C60 Power Shop
V#370008 Attn: Mary Ylauan
1521 Harbor Scenic Drive
Long Beach CA 90802

Cust. P.O.:

MAKE YEAR LIC. STATE MILES

CENTER NO. 026

SALESPERSON: Craig Obenauer

CLB

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**** SALES ORDER ****

PAGE: 1

QUOTE NUMBER: 0096851
DATE: 04/12/11

CUST. NO: 00-DESUP

PHONE NO: 614-692-9273

DFAS BVDP (SL-4701)
PW BOX 369031
Columbus

Cust. P.O.:

OH 43236-9031

MAKE	YEAR	LIC.	STATE	MILES
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SALESPERSON: David Obenauer

CLB

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**** SALES ORDER ****

PAGE: 1

QUOTE NUMBER: 0096852
DATE: 04/12/11

CUST. NO: 00-DHSTX

PHONE NO: 956-764-3278

Dept. of Homeland Security
207 W. DEL MAR BL
Laredo TX 78041

Cust. P.O.:

MAKE	YEAR	LIC.	STATE	MILES
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SALESPERSON: David Obenauer

CLB

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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

March 29, 2011

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA-01011

There was a mandatory pre bid meeting on March 24, 2011.

The ply and load range for the ambulance and fire truck tires needs to be added.

AMBULANCE TIRES

Item#	Tire Size	Ply	Load Range
1	LT225/75R16	10	E

FIRE TRUCK TIRES

Item#	Tire Size	Ply	Load Range
1	11R22.5	5	H
2	315/80R22.5	5	L
3	295/80R22.5	5	H
4	385/65R22.5	5	J
5	425/65R22.5	5	L

You are required to submit this addendum with original bid. **Any bidder who fails to submit this addendum will be disqualified.**

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: March 29, 2011
Buyer

Acknowledged By: David Obenauer 3/30/2011 Date:

Firm of: Sudduth Tire Co Inc. 