

BID NUMBER PA-01709
TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
RETREAD TIRES & SERVICE

CONTRACT NO. 31155

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 STATE **ON THE** 15 **DAY OF** April MONTH **20** 09

COMPANY NAME: Sudduth Tire Co. Inc. **TIN:** XXXXXXXXXX (FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2969 Atlantic **CITY:** Long Beach **STATE:** Ca **ZIP:** 90806

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

SI Jeannette R. Sudduth (SIGNATURE) Pres. (TITLE)

Jeannette R. Sudduth (PRINT NAME) Jeannettec@sudduthtire.com (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) Vice Pres. (TITLE)

David Oberauer (PRINT NAME) davidstc@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 Doni Ann Jamell Director of Financial Management 6/10/09 Date

APPROVED AS TO FORM 6-10 2009
ROBERT E. SHANNON
CITY ATTORNEY
[Signature] Deputy

BID NUMBER PA-01709

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)

- The only acceptable signature is the owner of the company. (Only one signature is required.)
- The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- The only acceptable signature(s) is/are that of the general partner or partners.
- Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- Two (2) officers of the corporation must sign.
- Each signature must be notarized if the corporation is located outside of the state of California.

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- 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.)
- 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 California

County of Los Angeles }

On April 15, 2005 before me, JEFF HERGESHEIMER, Notary
Date Here Insert Name and Title of the Officer

personally appeared DAVID OLSEN
Name(s) of Signer(s)

who 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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Invitation To Bid

Document Date: _____ Number of Pages: _____

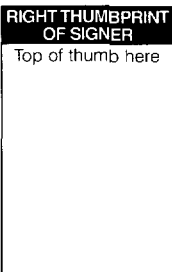
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

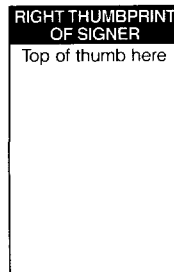
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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:

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.

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 21, 2009
TIME: 11:00 am

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

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC.)
MICHELLE KING 562-670-6020
 BUYER TELEPHONE NUMBER
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
FRANK MCILVENNY 562-670-5419
 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.

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 charges 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.

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 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.

MANDATORY PRE-BID CONFERENCE:

A mandatory pre-bid conference will 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 vendor who fails to attend the Pre-Bid Conference as scheduled. Vendors will be required to sign-in at the Pre-Bid Conference.

MANDATORY PRE-BID CONFERENCE SCHEDULE:

Time: 11:00 AM PST
Date: Tuesday, April 7, 2009
Location: Long Beach City Hall, 6th Floor Conference Room
333 West Ocean Blvd
Long Beach, CA 90802
Telephone: 562-570-6200
Parking is available on Broadway and Chestnut

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.

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.

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: \$100,000.00, Equipment: \$300,000.00. Bidder may be required to demonstrate that it has successfully performed on other similar contracts.

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 identify completed and incomplete retreads at any time of the work process.
6. Contractor shall cure or brand a coded identification number into the side wall of each retread tire, no more than 3" above the bead. The identification number at a minimum shall identify the retread provider and date of processing.
7. Contractor shall have an automatic tread building machine which performs the following minimum functions: 1) Precisely measures diameter of tire, 2) Cuts precured tread compound to the diameter dimension of the casing, 3) Centers, guides and applies the tread and cushion gum on the casing. Retread tire shall have no more than one adjoining seam where tread compound meets on the buffed casing.
8. Contractor shall have in operation and provide a computerized tire management analysis program that aids the City in the management of its retreading program. The retread management program shall provide analysis reports that track manufacturer's tires, providing data which shows which manufacturer's tire is lasting longer, identifies losses attributed to, casing integrity, retread defects, repairs, operational practices, specification and/or service related issues. Contractor shall provide to the City a copy of the retread management program or printout of these reports with bid. Failure to provide tire analysis report information may disqualify Contractor's bid.
9. Contractor shall charge the appropriate sales tax for retreading of tires. Currently the State sales tax for retread tires is **7.19%** in Los Angeles County.
10. Contractor shall affix an identification sticker to each completed retread that identifies the Contractor's work order number, work order item number, tire size, tread size, tread design, repairs performed, date, D.O.T. number and number of times casing has been retreaded.
11. Contractor shall provide a 5 working day turnaround on all casings picked up from the City for retreading. Contractor shall return retread work orders complete each week.

12. ~~All repairs required to prepare 17.5" through 22.5" casings for retreading shall be included in the cost of retreading.~~
13. Invoicing and delivery tickets shall include by line item all retread information, such as, retread size, D.O.T. number and all repairs performed on a tire, whether repairs are billed or not.
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 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.

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 ,Yokohama or **Goodyear**

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.

Price increase shall not exceed 6% (BIDDER INSERT MAXIMUM PERCENTAGE INCREASE) during the second year of the Contract.

Price increases shall not exceed 6% (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.

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 SHALL NOT INCLUDE ANY TYPE OF SALES TAX.

RETREAD TIRES BID SECTION (REVISED)

RETREAD TIRES							Unit Price
Item	Description	Tread Base Width In 1/32" Increments	Tread Base Depth In 1/32" Increments	Tread Design	Annual Usage	Brand/Model/Stock # Quoting	
1	235/85R16	Std. Width	Std. Depth	Metro M/Rib	8	Oliver Res. Tred	\$.50
2	245/70R19.5	Std. Width	Std. Depth	Hiway RIB	22	✓ ✓ ✓	\$ 77.90
3	9R17.5	Std. Width	Std. Depth	Hiway RIB	24	✓ ✓ ✓	\$ 80.23
4	11R17.5	Std. Width	Std. Depth	*WHR	65	✓ W.H.R	\$ 41.18
5	11R22.5	Std. Width	Std. Depth	*WHR	115	✓ W.H.R	\$ 125.20
6	315/80R22.5	Std. Width	Std. Depth	*WHR	550	✓ ✓ ✓	\$ 136.80
7	425/65R22.5	Std. Width	Std. Depth	WBD-A	14	Oliver W.B. Rib	\$.50
8	15.5-25	Std. Width	Std. Depth	Grader	4		\$ 1.00
9	16.9-24	Std. Width	Std. Depth	L2 Trac.	4		\$ 1.00
10	18.4-34	Std. Width	Std. Depth	L2 Trac.	4		\$ 1.00
11	14.00-24	Std. Width	Std. Depth	Grader	4		\$ 1.00

RETREAD NEW CASING PURCHASES						Brand/Model/Stock #	Unit Price
Item	Description	Tread Base Width In 1/32" Increments	Tread Base Depth In 1/32" Increments	Tread Design	Annual Usage		
1	11R22.5	Std. Width	Std. Depth	* WHR	24		\$ 175.20
2	295/80R22.5	Std. Width	Std. Depth	* WHR	105		\$ 90.00
3	315/80R22.5	Std. Width	Std. Depth	* WHR	420		\$ 190.80

w/cap
\$50.00
-w/cap
\$35.00
w/cap

CASING REPAIRS						Unit Price	
Item	Description	Tread Base Width In 1/32" Increments	Tread Base Depth In 1/32" Increments	Tread Design	Annual Usage		
1	Nail Hole					NO-CHARGE	\$ N/C
2	Spot Repair					✓ ✓	\$ N/C
3	AP Repair					✓ ✓	\$ N/C
4	Bead Repair					✓ ✓	\$ N/C
13	OTR Liner Repair		Larger than 22.5 rim sizes			✓ ✓	\$ N/C
14	OTR Spot Repair		Larger than 22.5 rim sizes			✓ ✓	\$ N/C
15	OTR Bead Repair		Larger than 22.5 rim sizes			✓ ✓	\$ N/C

SERVICE SPECIFICATIONS

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.

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. Contractor is to provide routine tire replacement, repair service and on and off the road 24 hour repair service on an "as needed" basis to the City of Long Beach

AWARD

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

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, services including but not limited to, the following as directed by Department Contract Administrators:
 - a. Vehicle tire inspections at various City facilities.
 - b. Air pressure correction checks and tire rotations.
 - c. Scheduled on-site tire replacement and repair services.
 - d. Twenty-four hour emergency call-out tire service.
 - e. Daily/weekly/annual activity reports of inventory purchases and of services performed.
 - f. Deliveries of all orders at no expense or cost to the City
2. Scheduled Service includes:
 - a. Tire replacements, repairs, inspections and airing five (5) days per week as needed, except holidays observed by the City of Long Beach.
 - b. Upon notification, Contractor shall report for work on site within fifteen (15) minutes after request for service by the Contract Administrator.
 - c. Inspection and airing assignments shall be formally recorded and reported to the Contract Administrator on forms provided by the City.
 - d. Service work shall be formally recorded and reported daily upon completion of assigned work.

- e. 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. 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. 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.
7. 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.
8. Inventory, equipment, and personnel shall be in place before Contract start-up date.
9. 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.
10. Provide 100% completion of scheduled items and services within 8 hours after arrival or provide an acceptable resolution of work required by the City during that time.
11. Contractor shall perform emergency service and repair off-highway trucks and construction equipment upon request.

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: \$ 50,000.00, Equipment: \$ 200,000.00. Bidder may be required to demonstrate that it has successfully performed on other similar contracts.

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 March 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 April 2009/177.5 April 2008 = 1.03% increase.
3. \$20.00/ Hourly Contract Rate X 1.03% = \$20.60 Revised Hourly Contract Rate.

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

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.

List of various locations service may be required

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

**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: 1 1/4 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: 1 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.

**BID SECTION
SERVICE**

EMERGENCY AND SCHEDULED CALL OUT 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>65⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.
Between the hours of 5:00 p.m. & 12:00 midnight:	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.
Between the hours of 12:00 midnight & 7:00 a.m.:	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</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>65⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.
Between the hours of 5:00 p.m. & 12:00 midnight:	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.
Between the hours of 12:00 midnight & 7:00 a.m.:	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</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>65⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.
After 5:00 p.m. until 12:00 midnight	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.
After 12:00 midnight until 7:00 a. m.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.	\$ <u>95⁰⁰</u> per hr.

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

**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 provided upon request on an hourly basis, which includes one fully equipped tire repair truck and one experienced Contractor's employee as specified. It is anticipated that in-yard service will be between the hours of 7:30 A.M. and 8:00 P.M., Monday through Saturday, excluding holidays observed by the City and may not be on consecutive days. Hours and days may vary at the discretion of the City's Contract Administrator to achieve complete desired inspection, airing, maintenance and tire repairs. It is not anticipated that more than 50 hours per week or 10 hours per day shall be required. The City reserves the right to require additional coverage on an "as needed" basis. Additional in-yard sites may be added at the discretion of the City.

RATES:

Scheduled Service, Monday through Friday: \$ 65⁰⁰ per hour.
Scheduled Service, Saturday: \$ 75⁰⁰ per hour.
Scheduled Service, Overtime: \$ 95⁰⁰ per hour.

Monday - Friday:

SCHEDULED IN-YARD SERVICE: 1 Hours after receipt of order (indicate best delivery time). Delivery is required within fifteen (15) hours after receipt of order or bid may be rejected.

Saturday:

SCHEDULED IN-YARD SERVICE: 1 Hours after receipt of order (indicate best delivery time). Delivery is required within fifteen (15) hours after receipt of order or bid may be rejected.

David

From: "David Obenauer" <david.obenauer@yahoo.com>
To: <davidstc@sudduthire.com>
Sent: Wednesday, March 25, 2009 11:42 AM
Subject: city of long beach

Coast Aluminium
10628 Fulton Wells Ave
Santa Fe Springs Ca 90670
562-946-6061 Joe

T&M Construction
780 W Channel
San Pedro Ca
310-753-4546 Tom

Bragg Commpanies
6251 Paramount Bl
Long Beach Ca 90805
Billy Roe 310-816-1843

Crane Rental Service
1901 W. Collins
Orange Ca 92667
714-997-3100 Greg Foster

Maritech Leasing
1467 W Pacific Coast Hwy
Long Beach Ca 90810
562-437-4792 Bob Kelly



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

April 14, 2009

NOTICE TO BIDDERS

ADDENDUM NO. 1

PA-01709 Retread Tires & Service

The following changes and/or additions shall be made to the original Invitation to Bid No. PA-01709, Retread Tires & Service. Please acknowledge receipt of this addendum by signing and returning with your bid.

From our pre-bid meeting there were questions posed.

The questions and answers are as follows:

1. Question: Do we use 295/80E22.5 or 315/80R22.5?
Answer: We have removed the size 295/80E22.5 and updated the quantity of the 315/80R22.5 (see revised bid page)
2. Question: The tread design "Omni Bus" is no longer made, what have you replaced it with?
Answer: We have revised the tread design to "Hiway RIB" (see revised bid page).
3. Question: The 2 bid sections "Retread of Virgin Casings" and "Virgin Casing Purchases" appear to be a duplicate. What are you specifically requesting?
Answer: The bid section should read "Retread New Casing Purchases" (see revised bid page).
4. Question: In order to submit accurate pricing for tires and repairs, we request you delete #12, page 4 "All repairs required to prepare 17.5" through 22.5" casings for retreading shall be included in the cost of retreading".
Answer: The City is removing #12, page 4. Also the Repair Section of the bid page has been revised. (see revised bid page).

5. Question: #9, Page 3 states tax for retread tires for Los Angeles County is 6.19%, the tax has increased as of April 1, 2009. It should be increased.

Answer: The tax rate has been increased to 7.19% effective April 1, 2009.

6. Question: #10, Page 6 lists acceptable manufactures: Michelin, Bridgestone or Yokohama, can you add Goodyear as an acceptable brand?

Answer: Yes, Goodyear is an acceptable brand.

We have replaced the Retread Tire Specifications & Retread Tire Bid page. The Service Specifications and Service Bid Page remain the same.

You are required to submit the **REVISED RETREAD SPECIFICATIONS PAGES 1-8 AND RETREAD BID PAGE**. Any bidder who fails to submit the **REVISED PAGES** 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: April 14, 2009
Buyer

Acknowledged By: [Signature] Date: April 15, 2009
Firm of: Sudduth Tire Co. Inc.