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CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BIDS

SOLICITATION NUMBER:	**IFB 16-14**
PUBLISHED DATE:	**SEPTEMBER 10, 2015**
TITLE:	**TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT**
BID DUE DATE AND TIME:	**SEPTEMBER 24, 2015 BEFORE 2:00 PM LOCAL TIME**

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder will be publicly read.

SUBMITTAL LOCATION:

City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing a bid.**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
Materials Management Division
(623) 930-2865
CClevenger@Glendaleaz.com

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INTRODUCTION

The City of Glendale (City), Arizona, Equipment Management Division, intends to establish a term contract with qualified vendors for the purchase of tires of various Brand, Size and Model for light and heavy duty vehicles and equipment.

1.0 SPECIFICATIONS

1.1 All tires shall be of standard Original Equipment Manufacturers quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles and equipment.

1.2 All tires must be new and must have been produced or manufactured within the last one (1) year prior to delivery to the City.

1.3 All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any other means such as branding, application of decals, etc. will not be acceptable.

1.4 Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1922 for highway tires, F1923 for OffRoad/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.

1.5 Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

1.6 Throughout the term of this contract, the City reserves the right to add, remove, or make changes to the quantities and/or types to best serve the needs of the City.

1.7 Quantities listed in this solicitation are the City's best estimate only and do not obligate the City to order more than the City's actual requirements and subject to availability of appropriated funds.

1.8 Standard Manufacturer's Warranty shall apply to all tires purchased.

1.9 Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.

1.10 Prices listed in **Section 5 Bidding Schedule** shall take into consideration all inherent costs of providing the requested goods and services. The Bidder agrees to pay any and all fees, including, but not limited to, fuel surcharges, delivery and transportation costs, recycle fees, duties, custom fees, permits, brokerage fees, licenses and registrations. The City will not pay any additional charges beyond the price(s) listed in the response.

2.0 SPECIAL INSTRUCTIONS

2.1 **RETURN OF BID One (1) original hard copy.** The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 **PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0
2.2.2 BIDDER SCHEDULE, Section 5.0
2.2.3 ADDENDUM, Return all addenda (if applicable).

2.3 **EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.5 **ALTERNATE BIDS/EXCEPTIONS**

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 **BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition.

2.7 **PROPRIETARY INFORMATION**

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority,

the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.

2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

2.12 **EVALUATION LITERATURE**

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management

employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

2.15 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm for information and instructions on how to file a protest with the City of Glendale.

2.16 **CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 **PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 **ESTIMATED QUANTITIES** The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds. The City may order some, all, more, or none of the individual quantities. The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.4 **LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $250.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

3.5 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF

3.6 **PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidding Schedule.

3.7 **PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.8 **PRICE REDUCTION**. Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.

3.9 **DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.

3.10 **WARRANTIES**. Successful Supplier(s) warrants that all materials delivered under this contract shall conform to the Standard Manufacturer's Warranty. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.

3.11 **INSPECTION.** All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:

1.2.13 Waive the non-conformance;

1.2.14 Stop the work immediately;

1.2.15 Bring material into compliance.

This shall be accomplished by a written determination by the City.

3.12 **PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to the lot number,

destination, address and purchase order number.

3.13 **DELIVERY TIME** Same day delivery of tires shall apply upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made during City of Glendale office hours, Monday through Friday, excluding holidays.

3.14 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale

3.15 **TERM OF AGREEMENT** The term of this agreement shall be for an initial one (1) year period.

3.16 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

3.17 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.

3.18 **PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.19 **INSURANCE.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$1,000,000** per occurrence, **$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. DO NOT SEND CERTIFICATES TO RISK MANAGEMENT. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.20 **WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

3.21 **EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.22 **CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.22.1 The Contractor provides personnel that do not meet the requirements of the contract.

3.22.2 The Contractor fails to perform adequately the services required in the contract.

3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.

3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.

3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

a. Cancel the contract;

b. Reserve all rights or claims to damage for breach of any convenants of the contract;

c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;

d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

   1. Deduction from an unpaid balance;

   2. Any combination of the above or any other remedies as provided by law.

3.23 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.24 NON-DISCRIMINATION By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will

require any Sub-contractor to by bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

1.1 **CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

GLENDALE	SOLICITATION NUMBER: IFB 16-14 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

4.0 **BIDDER SHEET**

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-14
TITLE: TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Purcell Tire & Wholesale
Contractor Name: DEAN BAKER (Printed) Contractor Signature: [signature]
Company Address: 107 So. 41st Ave Suite 400, Phx, Az 85009 Title: MANAGER - PURCELL TIRES @ WHOLESALE
Telephone No.: 602 252 6667
Email Address: DEAN.BAKER@PURCELLTIRE.COM
Company Federal I.D: [redacted]

ACCCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: [signature]
Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: 11/13/15

ACCCEPTANCE OF OFFER (CONTINUED)

ATTEST: _____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

5.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT

BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
GOODYEAR	255/70R22.5	G661 RV	GUS BUS	10	$ 360.56	$ 3605.60
GOODYEAR	P255/70R16	WRANGLER RTS	1/2 TON P/U	10	$ 135.29	$ 1352.90
GOODYEAR	LT245/70R17E	WRANGLER DURATRAC	LANDFILL	10	$ 177.27	$ 1772.70
GOODYEAR	LT245/75R16E	WRANGLER DURATRAC	LANDFILL	10	$ 172.87	$ 1728.70
GOODYEAR	ST235/80R16E	MARATHON TRAILER	HD FLAT BED TRAILER	30	$ 130.72	$ 3921.60
GOODYEAR	LT235/85R16E	WRANGLER HT	3/4 TON P/U	10	$ 151.60	$ 1516.00
GOODYEAR	LT235/85R16	G614 TRACTOR	CASE TRACTOR/HD FLAT BED TRAILER	150	$ 246.92	$ 37038.00
GOODYEAR	P265/60R17	EAGLE RSA 108V	POLICE TAHOE	140	$ 137.03	$ 19184.20
GOODYEAR	P225/60R16	FUEL MAX VSB	POLICE IMPALA	40	$ 89.77	$ 3590.80
GOODYEAR	P245/55R18	EAGLE RSA 103V	POLICE	10	$ 138.23	$ 1382.30
GOODYEAR	P235/55R17	EAGLE RSA 98W	POLICE CROWN VIC	330	$ 119.00	$ 39270.00
GOODYEAR	385/65R22.5	G296 SUPER SINGLE	FIRE TRUCK DUMP TRUCK	10	$ 622.93	$ 6229.30
HANKOOK(SUB FIRESTONE)	LT245/75R17E	RH12(SUB FOR TRANSFORCE HT)	3/4 TON P/U	100	$ 154.46	$ 15446.00
HANKOOK(SUB FIRESTONE)	LT245/75R16E	HANKOOK(SUB FOR TRANSFORCE HT)	3/4 TON P/U	40	$ 135.04	$ 5401.60
HANKOOK(SUB FIRESTONE)	P225/70R15	H724(SUB FOR DESTINATION LE2)	FORD RANGER	40	$ 73.45	$ 2938.00

GLENDALE	**SOLICITATION NUMBER: IFB 16-14** **TIRES FOR LIGHT AND HEAVY DUTY VEHICLES AND EQUIPMENT**	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
HANKOOK(SUB FIRESTONE)	P245/70R17	RH12(SUB FOR DESTINATION)	1/2 TON P/U	60	$ 124.22	$ 7453.20
HANKOOK(SUB FIRESTONE)	P235/70R16	RH12(SUB FOR DESTINATION)	1/2 TON P/U	20	$ 101.80	$ 2036.00
HANKOOK(SUB FIRESTONE)	P205/60R16	H724(SUB FOR WIDE OVAL)	FORD TAURUS	20	$ 78.03	$ 1560.60
HANKOOK(SUB FIRESTONE	P215/60R16	H724(SUBFOR PRECISION	FORD TAURUS/ FUSION	100	$ 81.13	$ 8113.00
HANKOOK	LT245/75R16	RH12	3/4 TON P/U	20	$ 135.04	$ 2700.80
HANKOOK	P205/75R15	H724	CHEVROLET COLORADO	30	$ 72.17	$ 2165.10
HANKOOK	P235/70R17	RH12	1/2 TON P/U	110	$ 116.56	$ 12821.60
HANKOOK	LT225/75R16	RH12	3/4 TON P/U	130	$ 122.32	$ 15901.60
HANKOOK	P225/50R17	H452 (SUB FOR H437*DISCONTINUTED)	FORD FUSION	10	$ 95.02	$ 950.20
HANKOOK	P215/60R16	H725	FORD TAURUS/FUSION	10	$ 76.91	$ 769.10
HANKOOK	315/80R22.5L	AH11	MOST HD TRUCKS	270	$ 421.51	$ 113807.70
HANKOOK	11R22.5	AH12	MOST HD TRUCKS	210	$ 312.83	$ 65694.30
MICHELIN	225/70R19.5	G XZE	F450/F550/ AMBULANCE	50	$ 348.34	$ 17417.00
MICHELIN	12R22.5	XZE L/R H	FIRE TRUCK	10	$ 629.64	$ 6296.40
MICHELIN	425/65R22.5	XFE L/R L HIGHWAY TREAD	FIRE TRUCK	10	$ 839.15	$ 8391.50
MICHELIN	425/65R22.5	XZY3 L/R L OFF-ROAD TREAD	DUMP TRUCK	10	$ 819.44	$ 8194.40

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BRAND	SIZE	MODEL	USE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (AxB)
MICHELIN / MOTORCYCLE	FRONT 120/70ZR18	PILOT ROAD 4	PD MC	30	$_____	$_____
MICHELIN / MOTORCYCLE	REAR 170/60ZR17	PILOT ROAD 4G	PD MC	40	$_____	$_____
GALAXY	19.5L-24	HULK 14-PLY	CASE TRACTORS	10	$ 1218.00	$ 12180.00
SAMSON	950 X 16.5	12-PLY TRAILER	HD TRAILER	10	$ 103.00	$ 1030.00
MASTERTRAK	75R15E	ST225	MEDIUM DUTY TRAILER	20	$ 50.00	$ 1000.00
MASTERTRAK	75R15D	ST205 TRAILER	LIGHT DUTY TRAILER	30	$ 42.00	$ 1260.00
TITAN	12 X 16.5	HD2000 II	TRACTOR	10	$ 200.32	$ 2003.20

5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: ____0____%

5.3 **DELIVERY** Bidder states that all services shall be performed in accordance with IFB specifications.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

✓ YES, I will accept payment under this contract with the Procurement Card.

____NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Purcell Tires @ Wholesale