

**CITY CLERK
ORIGINAL**

C-10082
06/23/2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
DBA GCR TIRES & SERVICE**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 23 day of June, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Bridgestone Americas Tire Operations, LLC, dba GCR Tires & Services, a Delaware limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 1, 2012, under the Strategic Alliance for Volume Expenditures (SAVE) Cooperative Purchasing Agreement, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the Tire Service Worker(s) Contract #12PB026, which is attached hereto as Exhibit A. The Tire Service Worker(s) Contract permits its cooperative use by other governmental agencies including the City. The Tire Service Worker(s) Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 1, 2012, until the date the contract expires on December 31, 2015, unless the term of the Cooperative

Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond December 31, 2016. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until December 31, 2015. The City, however, may renew the term of this Agreement for a one-year period until the Cooperative Purchasing Agreement expires on December 31, 2016. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000/annually).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not 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 be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

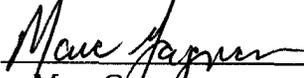
“City”

City of Glendale, an Arizona
municipal corporation

By: 
Richard A. Bowers
Acting City Manager

“Contractor”

Bridgestone Americas Tire Operations, LLC
dba GCR Tires & Services,
a Delaware limited liability company

By: 
Name: Marc Gagnon
Title: Store Manager

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

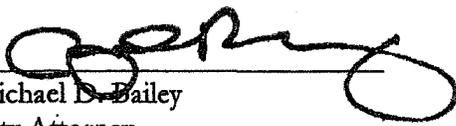

Michael D. Bailey
City Attorney

EXHIBIT A

City of Scottsdale - Contract #12PB026 - Tire Service Worker(s)

SPECIAL TERMS AND CONDITIONS



TIRE SERVICE WORKER(S)

IFB # 12PB026

1. ACCEPTANCE / AGREEMENT

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

2. ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation. Acceptance of the work by the Project Manager will not relieve the Contractor of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

3. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL

All Contractor employees performing work under the scope of this contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractors company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the contract.

Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the contract. All employees shall have the supervisor's business cards available. In addition the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

SPECIAL TERMS AND CONDITIONS



TIRE SERVICE WORKER(S)

IFB # 12PB026

3. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL – CONT'D

Sandals, flip-flops, open-toed shoes are not acceptable footwear.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

It shall be the Contractor's responsibility to make sure all employees performing any work at any location under the scope of this contract, are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

Walkman type radios or any apparatus, which may impede hearing or sight, will not be allowed. Earplugs and/or safety glasses are exempt.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

The Contractor shall instruct all employees, in advance, as to what to do in a medical emergency.

If an injury to an employee is of sufficient nature to warrant immediate professional medical attention, the employee shall seek out proper medical attention immediately.

The employee shall notify the on-duty lead person (or supervisor) of any personal injury, including minor cuts, scrapes or burns. The on-duty lead person shall immediately notify the Contract Administrator of such injuries.

4. INVOICING

All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

EXHIBIT B

City of Scottsdale - Contract #12PB026 - Tire Service Worker(s)

Scope of Work

SPECIAL TERMS AND CONDITIONS



TIRE SERVICE WORKER(S)

IFB # 12PB026

5. TERM OF AGREEMENT

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director.

6. PRICING

Pricing for labor shall be based on a "per hour" charge quoted herein. For the purposes of this solicitation, the "per hour" charge shall be billed as the time frame when the City of Scottsdale initiates the request for labor or the time the work is performed, whichever is less.

Travel time for service calls shall be the actual travel time, not to exceed one (1) hour per call out. No travel time will be allowed on schedule on scheduled yard services or road calls originating from a city of Scottsdale site during hours when the Contractor's technician is on site.

A change in pricing for LABOR PRICING may only be requested by the contractor, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested. Labor price increase shall become effective only after approval by the Purchasing Director and shall be effective for at least one (1) year from the date of approval. Approved labor price increases shall be applied to the unit pricing in the Contract as a percentage increase. The increase rate shall be based upon mutual consent of the Contractor and the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and documentation to determine the appropriateness of the increase requested. The percentage increase in the unit pricing may not exceed the percentage change in the Employment Cost Index for total compensation, for civilian workers, by occupational group and industry (not seasonally adjusted) for the Percentage Change from the previous twelve (12) months, as published by the U.S. Department of Labor Statistics.

All charges associated with this contract MUST be shown on the Bid Form returned by the Offeror or other supporting documentation. Any charges not listed on the Bid Form or supporting documentation submitted with the Offeror's bid, shall not be allowed during the contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fee normally associated with this type of service. This shall include, but not be limited to, environmental fees, disposal fees, hazard waste fees, shop supplies, clean-up, transportation, etc.

No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

SPECIFICATIONS



TIRE SERVICE WORKER(S)

IFB # 12PB026

INTENT

The City of Scottsdale desires to contract for Tire Service Work.

This Solicitation is for an on-site tire service worker(s) and truck(s), and after-hour road calls.

The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors or omissions on the part of the Offeror. Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner effect cost, progress or performance of the work.

CONTRACT ADMINISTRATION

The Contract Administration shall be the Equipment Parts Supervisor or designee. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

CONTRACTOR DAMAGE

Any damage caused by the tire service worker to either the City of Scottsdale Equipment or Facilities shall be restored by the Contractor to existing conditions at no additional expense to the City of Scottsdale. Repair work to be approved by the contract administrator prior to acceptance.

GENERAL VENDOR QUALIFICATIONS

The contractor shall be in compliance with all applicable Federal, State, Local, ANSI, and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract. The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment of service covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

Offeror shall have been conducting business within the Phoenix Metropolitan area for a MINIMUM of five (5) consecutive years.

Offeror's place of business MUST be physically located in the Phoenix, Arizona metropolitan area.

SPECIFICATIONS



TIRE SERVICE WORKER(S)

IFB # 12PB026

VEHICLE REQUIREMENTS AND IDENTIFICATION

The Contractor shall only use trucks and vehicle licensed for use on public streets in Maricopa County.

All equipment used in the performance of work under the scope of this contract, that will be operating in or near the roadway, shall be equipped with an amber/yellow light bar OR amber/yellow light which can be clearly seen from a MINIMUM distance of five hundred feet (500') in all directions. The Contract Administration shall be the sole determinant as to whether equipment warning lights are sufficient.

All Contractor vehicles shall contain signage which includes a MINIMUM of the Contractor Company name: and / or logo. Vehicle signage shall be sufficient, in the opinion of the Contract Administrator, to make it apparent to others, as to the nature of the business and the occupants of the vehicle. Vehicle signage shall appear on a MINIMUM of the right and left sides of the vehicle. All vehicles that are used in the performance of work under the scope of this contract shall display the proper vehicle signage. Contract Administrator will approve proper identification of vehicles during the life of the contract.

GENERAL PRODUCT AND SERVICE REQUIREMENTS

Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein.

The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator.

All equipment used for performance of work under the scope of this Contract, shall be maintained in a safe operating condition, and shall comply with all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations.

QUANTITY

The City estimates annual labor purchases as follows:

DESCRIPTION	
Monday through Friday (excluding holidays) - Regularly Schedule Service Hours (5:00 A.M. – 11:00 A.M. and 2:00 P.M. – 10:00 P.M.)	3500 HRS
After Hours and emergency road service (Defined as all other call – outs not falling into the category above)	13 HRS
Travel Time Rate (Equals approximate number of annual after hours road calls)	15 CALLS

The actual material and service requests, and material and service request for future years may be more or less, and quantities listed herein should be used for information purposes only.

SPECIFICATIONS



TIRE SERVICE WORKER(S)

IFB # 12PB026

QUALITY CONTROL

The Contract Administrator or designee will monitor issues by the Contractor. Tire repair issues caused by Tire Service Worker, not by road hazard (improper patch, leaking or broken valve stem etc.) shall average less than five percent (5%) monthly. Tire repair issues that exceed five percent (5 %) for two (2) consecutive months may result in the contract being terminated. The Contract Administrator has the right to request a replacement tire service worker if their performance is deemed as inadequate or unsafe practices are used. The City of Scottsdale Contract Administrator will be the final determination of what was the cause of the tire issue.

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS

1.0 Tire Service Specifications

- 1.01 The Fleet Management Division has two (2) service facilities (Corporation Yard Fleet Management Facility (9191 E. San Salvador Dr.) AND the McKellips Fleet Management Facility (7601 E. McKellips Rd.).
- 1.02 The Contractor shall provide an onsite tire service workers, service truck and tools at a pre-determined City of Scottsdale Fleet Management Service Facility a MINIMUM of Monday through Friday between 5:00 AM and 11:00 AM and 2:00 PM 10:00 PM except on posted holidays or limited special occasions. Hours and location may vary as needed and indicated by the Contract Administrator, as it is anticipated that the Tire Service Workers will float between the two Service Facilities based on the needs of the City.
- 1.03 For all other times (24/7 including holidays) NOT covered by section 1.02 above, the Contractor shall provide after-hours / emergency call-out service with a MAXIMUM road-call site (site of breakdown) response time of two (2) hours (calculated from the time of service request to arrival of the tire service worker at the job site).
- 1.04 Contractor shall use the Contractor provided service truck and tools to provide response to all road side service requests (Regular Hours and After Hours) covered under the scope of this contract. Contractor is responsible for their own fuel costs.
- 1.05 Contractor shall provide a "Yard Check Service" under the scope of this contract, performed during the regular service hours indicated in section 1.02. The "Yard Check Service" shall be an inspection of the tires mounted on City of Scottsdale vehicles during the course of each shift, at each location as designated by the Contract Administrator or Designee. The Contract Administrator or designee will determine the timing, breadth and depth of the "Yard Check Service". The inspection process will include an air pressure check and visual inspection of the tread, sidewall area, valve stems and wheels. Each tire service worker shall submit a written inspection report noting vehicle with worn tires, as well as any irregular wear, may indicate mechanical problems with the vehicle to the Contract Administrator or designee. This report is to include all vehicles inspected, and shall be turned in prior to the completion of the Contractor's work order for the shift worked. A City of Scottsdale work order must be issued prior to replacing any tires. No fuel surcharges will be allowed as part of this contract.

SPECIFICATIONS



TIRE SERVICE WORKER(S)

IFB # 12PB026

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D

1.0 Tire Service Specifications – Cont'd

1.06 Contractor shall remove wheels/tires from equipment: replace new/recapped tires, balance, and replace tires on the equipment on site.

1.07 Repairs of tires onsite will be limited to patchable flat repairs and the replacement of damaged valve stems and worn or damaged tires. All flat repairs for on highway applications shall be made with the tire removed from the rim and patched inside the tire.

TIRE PLUGS ARE NOT ACCEPTABLE. All tire repairs and tire replacement labor cost shall be included in the hourly rate for the time period in effect at the time the repair is made.

1.08 EVERY vehicle repaired by the Contractor shall have ALL (including any applicable Spare tires) the tire pressure checked and adjusted to proper inflation levels and tread depth of the tires checked and noted on their daily report to the Contract Administrator or designee.

1.09 All reports and forms will be created through collaboration with Contractor and the Contract Administrator or designee. These sheets shall be filled out completely and signed by the technician providing the service before the Contractor's work order is signed for the work performed. There shall be NO ADDITIONAL CHARGE for filling out these sheets.

2.0 Contractor Service Worker Requirements

2.01 The Contractor shall employ properly trained and / or certified tire service workers who are also trained in the use of City of Scottsdale owned tire equipment. The Tire Service Worker(s) MUST be TIA (Tire Industry Association) Certified.

2.02 Contractor shall have some form of background check in place for all tire service workers that will be providing repair services under the scope of this contract. The background check performed by the Contractor shall ensure that tire service workers have no prior felony convictions or any convictions other than minor traffic violations. The City reserves the right to initiate a background check, administered by the Police Department, on any tire service worker dispatched to City, should it be determined by the Contract Administrator to be in the City's best interest. Tire service workers that do not pass the City's background check will no longer be eligible to provide services to the City under the scope of this contract. Frequent failures of City background checks by Contractor tire service workers, may result in the cancellation of the contract for cause.

2.03 All Contractor employees shall understand and follow all related City of Scottsdale Safety procedures while working on City of Scottsdale equipment or property.

SPECIFICATIONS



TIRE SERVICE WORKER(S)
IFB # 12PB026

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D

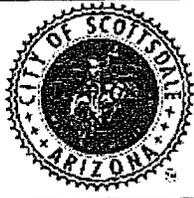
2.0 Contractor Service Worker Requirements – Cont'd

- 2.04 The Contractor shall be responsible for all training and certification of their Employee(s) working under the scope of this contract.
- 2.05 Each tires service worker provided by the Contractor shall have completed OSHA Safety training and be certified by International Tire and Rubber Association (ITRA) prior to assignment to work on or for City of Scottsdale property or equipment.
- 2.06 A designated area in the Fleet Maintenance Facility will be designated as a Tire Repair Shop. All tire service equipment and tire repair supplies will be located in this designated area.
- 2.07 Each tire service worker shall be familiar, trained and certified on the safe and proper use of Scottsdale tire equipment prior to assignment to work on City of Scottsdale property and equipment. The City currently has the following tire equipment the tire service workers will need to be trained and certified on:

BRAND	MODEL	DESCRIPTION
Ahcon	Safe 88	Tire Safety inflation cage
Coats	1025	Tire Balancer
Coats	4050A	Tire Mounting Machine
Coats	5000	Tire Mounting Machine
Coats	6160	Tire Safety Inflation Cage
Coats	6401	Tire Balancer
Giuliant	ALL Tire Plus	Tire Mounting Machine
Giuliant	Type 551	Tire Mounting Machine
Napa		Tire Bead Blaster
Miscellaneous	Miscellaneous	Five and Ten Ton Jack Stands
OTC		25 Ton Air over Hydraulic Axle Jack
Unknown		25 Ton Floor Jack
Unknown		10 Ton Bottle Jack

- 2.08 Tire service worker will be required to move City equipment within the City's maintenance facilities to and from the area where the area where the tire service is to be performed. A valid driver's license is required for each tire service worker.

SPECIFICATIONS



TIRE SERVICE WORKER(S)

IFB # 12PB026

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS – CONT'D

3.0 City Supplied Equipment and Supplies

3.01 The City of Scottsdale shall provide the following supplies for use under the scope of this contract by the Contractor's Tire Service Worker:

- Tire Repair Patches and Glue
- Tire Valve Stem
- Wheel Weights (for balanced tires)
- Shop Towels
- Tire Mounting Lubes, Soaps and Greases

3.02 Supplies provided by the City **SHALL NOT** be removed from City premises.

3.03 Contractor shall be responsible for the supplies on the Contractor owned service vehicles used for all road service calls (regular hours / after hours) covered under the scope of this contract.



OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85268

Phone: 480-312-6700 - Fax: 480-312-6701

SOLICITATION # 12PB026 SOLICITATION TITLE: Tire Service Workers(s)

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, as well as all written exceptions that are subject to the approval of the City prior to acceptance.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and the Immigration Compliance and Federal and Arizona State Immigration Laws and requirements of the solicitation.

OFFER MADE - COMPANY INFORMATION

FOR CLARIFICATION OF THIS OFFER, CONTACT:

Company Name GER Tire Centers
a d/b/a Bridgestone Americas Tire Operations
Address 8115 N. 32nd Ave

Printed Name MARC GAGNON

Title ASSOCIATE STATE MANAGER

City PHOENIX State AZ Zip 85009

Phone 602-272-9308

Signature for Offeror [Signature] Date 1/13/11

Fax 602-269-6372 E Mail marc.gagnon@gertire.com

MARC GAGNON Associate State Manager

Address (if different from Company info)

98-6335067
Federal Employer Tax ID # or SSN as per W9 Statement

City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD
(for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as Contract # 12PB026

The contract consists of the following documents: 1) Solicitation # 12PB026 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment, dated

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order: [] Payment Bond [] Performance Bond, [] Insurance Certificate(s), [] I.R.S. Form W-9/Taxpayer ID No. & Certification, [] other documentation as identified

If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on 14th day of April 2011 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 13th day of Jan, 2012

Reviewed as to form this 3rd day of Jan, 2012
As City of Scottsdale Buyer/Bid & Contract Specialist and not personally
Staff Initials: [Signature]

[Signature]
Pauline Hocker
As Risk Management Director and not personally (if applicable)

Reviewed as to form this 3 day of Jan, 2012
As Contract Administrator and not personally
Contract Administrator Initials: [Signature]

[Signature]
Bill Yazel
As City of Scottsdale Purchasing Director and not personally

EXHIBIT C

City of Scottsdale - Contract #12PB026 - Tire Service Worker(s)

COMPENSATION

BID FORM



TIRE SERVICE WORKER(S)

IFB # 12PB026

ITEM	DESCRIPTION	ESTIMATED HOURS	LABOR RATE (per hour)	EXTENSION
A	Monday through Friday (excluding holidays) - Regularly Scheduled Service Hours (5:00 A.M. - 11:00 A.M. and 12:00 P.M. - 10:00 P.M.)	3500 HRS	\$ <u>42.50</u>	\$ <u>148,750.00</u>
B	After hours and emergency road service.	13 HRS	\$ <u>63.00</u>	\$ <u>819.00</u>
C	Travel time rate applies to Item B only. One (1) hour Maximum billable per call-out.	15 HRS	\$ <u>Ø</u>	\$ <u>Ø</u>
TOTAL QUOTE FOR LABOR				\$ <u>149,569.00</u>

ONLY THE TOTAL QUOTE FOR LABOR WILL BE READ AT THE BID OPENING

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: Corporation Yard Fleet Management Facility, (9191 E. San Salvador Dr. Scottsdale, AZ) AND the McKellips Fleet Management Facility, (7601 E. McKellips Rd. Scottsdale, AZ)

1. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

NO BID: If no bid please state reason:

COMPANY NAME: Ger Time Centers



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

November 4, 2014

GCR Tires & Service, a dba of Bridgestone Americas Tire Operations, LLC
Attn: Marc Gagnon
2815 N. 32nd Ave.
Phoenix, AZ 85009
marc.gagnon@gcrtires.com

Re: Contract: 12PB026
Tire Service Worker(s)

Mr. Gagnon,

Pursuant to your letter dated November 3, 2014 the City of Scottsdale hereby accepts your offer to renew our Contract # 12PB026 for Tire Service Worker(s) for a period of one (1) year. All terms, conditions and pricing shall remain unchanged except for the following:

Effective January 1, 2015:

Per the 'Pricing' clause of the contract, your request for a price increase is hereby granted. Unit pricing on the contract shall be revised as follows:

ITEM	DESCRIPTION	OLD LABOR RATE (per hour)	NEW LABOR RATE (per hour)
A	Monday through Friday (excluding holidays) - Regularly Scheduled Service Hours (5:00 A.M. – 11:00 A.M. and 12:00 P.M. – 10:00 P.M.)	\$42.50	\$43.43
B	After hours and emergency road service.	\$63.00	\$63.00 (Unchanged)
C	Travel time rate applies to Item B only. One (1) hour Maximum billable per call-out.	\$0.00	\$0.00 (Unchanged)

The new term of the extension shall be from January 1, 2015 through December 31, 2015. All provisions of the contract shall remain in effect during the new contract period.

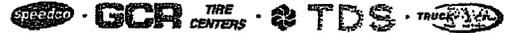
If you have any questions, please contact me. Thank you.

Sincerely,

A handwritten signature in black ink that reads "R. John Snow" followed by a horizontal line.

John Snow, CPPO
Bid & Contract Specialist
City of Scottsdale
9191 East San Salvador Drive
Scottsdale, AZ 85258
Phone: 480-312-5716
Fax: 480-312-9008
jsnow@ScottsdaleAZ.gov

cc: Jesse Montano
Contract Administrator



Bridgestone Americas Tire Operations, LLC, 441 Donelson Pike, Suite 310, Nashville, TN 37214, fax (615) 691 7090

SPECIAL CONDITIONS ADDENDUM

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr
Scottsdale, AZ 85258
Attn: Bill Yazel, Purchasing Director

Re: Invitation to Bid, Tire Service Worker(s), IFB # 12PB026

Dear Mr. Yazel,

This Special Conditions Addendum is provided by **GCR Tire Centers No. 825** located in Phoenix, Arizona, a d/b/a of Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company ("Bidder" or "Supplier") in connection with the response to that certain Invitation to Bid (Tire Service Worker(s) IFB #12PB026) (the "Bid Documents") issued by City of Scottsdale, Arizona (the "City" or "Customer"). In submitting the Bid, the Bidder respectfully requests that the Bid Documents be amended as follows:

1. Sections with respect to products and services warranties shall be restated as follows to reflect the Bridgestone's Standard Limited Warranties for Products and Services:

Supplier expressly represents and warrants that Supplier is duly organized, validly existing and in good standing under the laws of the state of its organization with a full power and authority to conduct its business as it is now conducted and to enter into the Agreement.

Products. All new Products supplied by Supplier to Customer under this Agreement are subject to Bidder's standard limited warranties as in effect at the time of delivery. As the exclusive remedy for breach of this warranty, Supplier, at its option, shall: (a) repair the Products, (b) replace the Products, or (c) refund the fees paid and attributable to the Products at issue for the then-current period. Customer will make no set-off, without the written consent of Supplier, for warranty claims or adjustments against any sum otherwise owing to Supplier, but settlement of such claims and adjustments will be in accordance with Supplier's warranty procedures then in effect. All warranty claims will be submitted to Supplier in accordance with warranty claims procedures in effect at the time of claim, unless Supplier notifies Customer otherwise.

Services. Bidder warrants that the Services hereunder will be performed in a good workmanlike manner, with that standard of care, skill, and diligence normally provided by a similar professional in the performance of similar services in accordance with applicable specifications and industry standards. As the exclusive remedy for breach of this Services warranty, Supplier, at its option, shall: (a) correct or re-perform any Service that is in breach of the warranties expressed herein at its sole expense or (b) refund the fees paid and attributable to the Services at issue at its sole expense.

Limitations. The warranties in this Agreement do not apply to any errors, problems, or defects in the Products or Services resulting from or caused by Customer or a third party on behalf of Customer (other than Supplier), acts or omissions by Customer in violation of the terms of this Agreement and/or contrary to Supplier' instructions, or modifications to the Products or Services not performed by Supplier or its subcontractors. No claim based on the warranties set forth in this Agreement will be greater in amount than the payments paid for the Products and/or Services in respect of which damages are claimed, and Supplier's liability will be limited to such amount. No suit or claim based on any cause of action, regardless of form (excluding suits or claims based on debts owing to Supplier), arising out of or in any way connected with this Agreement, may be brought by either Customer or Supplier (or any party claiming by, through, or under either of them) more than one year after such cause of action accrued. Other than the warranties stated herein, Supplier shall not be subject and expressly disclaims: 1) all warranties express or implied, including the implied warranties of merchantability and fitness for particular purpose, 2) any other obligations or liabilities arising out of breach of contract or of warranty; 3) any obligations whatsoever arising from tort claims or under other theories of law or equity with respect to products sold or services rendered by Supplier, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing and notwithstanding any other provision of this Contract to the contrary, under no circumstances shall either Party, its respective parent, subsidiary or affiliated entities, be liable for any exemplary, incidental, special, contingent, indirect, punitive or consequential damages, any cause of action, whether based in warranty, contract, tort, negligence, strict liability or otherwise, of any kind or nature, including without limitation, loss of actual or anticipated profits, revenues, or business, loss of use of products or any associated equipment, cost of capital, facilities, substitute products or services, downtime costs or delay or slowdown claims, (whether direct or indirect), spoilage of material, or for any other type of economic loss, direct or indirect, whether or not the other party was aware or should have been aware of the possibility of these or any other

damages. All the limitations and disclaimers expressed herein shall apply to claims of Customer's customers or any third party asserted by Customer against Supplier for indemnity or contribution as well as direct claims of Customer against Supplier.

2. Section 36 (Patents) shall be restated to reflect the Bridgestone's standard indemnification for infringement:

Supplier shall indemnify, defend and hold harmless Customer from and against all any claims, demands, judgments and actions arising solely out of or related solely to a claim that the Services Supplier provides under this Agreement infringe a third party's intellectual property rights, provided that (i) Customer promptly notifies Supplier of such claim; (ii) Supplier, at its option, may take over the defense, negotiations and settlement of such claim; and (iii) such claim is not based on Services that Supplier provided, customized or modified in accordance with Customer's specifications, directions or request. In the event that the Services are held to constitute an infringement and provision of Services is enjoined as a result of any such claim, Supplier will, at its option, either (a) procure the right to continue providing the Services; (b) modify the Services so that the Services are no longer infringing; or (d) terminate this Agreement and provide to Customer a refund of any fees paid for Services not rendered.

3. The first paragraph of Section 27 (Indemnification) shall be restated as follows:

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, officers, directors, and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense to the extent caused by gross negligence or willful misconduct of Bidder relating to work or services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Please feel free to contact me for any additional information. Thank you once again for this opportunity. We look forward to doing business with the City of Scottsdale.

On behalf of GCR Tire Centers #825 of Phoenix, AZ,

Manager



Litigation Disclosure Form

GCR Tire Centers in Phoenix, Arizona, is part of Bridgestone Corporation, a large global public company which have been and may be subject to litigation from time to time. Obtaining detailed litigation records may not be practicable. Certain information about Bridgestone's litigation can be located at http://www.bridgestone.com/corporate/library/annual_report/2010.html

Social Responsibility Statement

GCR Tire Centers of Phoenix, AZ, the Supplier, is a division of Bridgestone Americas, Inc. a wholly-owned subsidiary of BRIDGESTONE CORPORATION. The Supplier is a socially responsible supplier and a responsible business partner. The Bridgestone Group's mission is based on the words of its founder: "Serving Society with Superior Quality." In order to make the least impact on the environment as well as helping your business run more efficiently, Bridgestone has implemented total optimization to maintain maximum quality.

Bridgestone strives to always provide the best products and services to match our customers' needs. Tires and tubes for passenger cars, trucks and buses, construction and mining vehicles, industrial machinery, agricultural machinery, aircrafts, motorcycles and scooters, and other automotive parts, retreading materials and services, automotive maintenance and repair services, raw materials for tires, and other products. Our Company Profile located at <http://www.bridgestone.com/corporate/profile/index.html> offers much more details and information about who we are and our capabilities and experiences.

Bridgestone supplies products and services to many satisfied long-term and new customers in the United States and around the World. As to philosophy, Bridgestone puts the principle of safety first through all stages of the tire lifecycle, from development to production, sale, and use. In tire design and development, we've defined our three core elements as safety, comfort, and being environmentally friendly, and we will invest the resources to ensure that our tires continue to deliver on all three fronts. Striking a harmonious balance among the three elements will allow us to achieve ever-higher levels of value as our users "enjoy the surprise" provided by our products.

The Supplier has all applicable appropriate licenses and permits to conduct its business activities. Please let us know if you may need any specific additional information.

Safety and Health Information: For your convenience, the Supplier's Safety Manual is attached hereto. Please let us know if you need any specific information.

Environmental and Health Management Practices: The Supplier, being part of company-owned operations of Bridgestone Americas Tire Operations, LLC ("COO") operates under global Bridgestone Environmental Mission Statement (attached hereto). On a divisional level, environmental management is directed by a corporate Environmental Services Manager. Recently, an Environmental Coordinator position was added specifically for COO. Additional environmental control is implemented by internal auditors who assess each COO location at least once per year. Any environmental items noted in the audit are sent back to the Environmental Services Manager. The Environmental Services Manager and Environmental Coordinator ensure that proper corrective actions are implemented. COO has implemented several important environmental improvements over the years:

- The tire retreading process used by the division has reduced volatile organic compound emissions by over 85% from 1994 levels.
- The rubber buffings removed from tires in the tire retreading process are collected and sold into the rubber recycling industry.
- Many hazardous chemicals used in the process in the past have been eliminated, or less harmful chemicals have been substituted.
- Bridgestone has a global requirement for eliminating rubber process oils that contain polyaromatic hydrocarbons (PAH) in new tires.

The examples above are a very small sample of the numerous environmental initiatives implemented by Bridgestone Corporation and its global operations. Additional details can be viewed on the Bridgestone websites:

<http://www.bridgestone.com/responsibilities/environment/index.html>

http://www.bridgestoneamericas.com/community_index.asp

The Supplier's Environmental Mission is attached hereto. If any questions remain regarding environmental, health or safety aspects, please contact Bridgestone Environmental Services Manager, Paul Crosser, at CrosserPaul@bfusa.com

The Supplier is a socially responsible supplier and a responsible business partner. Our Company Code of Conduct is attached and it addresses in more detail, a. Community, b. Diversity, c. Environment, d. Ethics, e. Financial Responsibility, f. Human Rights, g. Safety, h. Customer Satisfaction.

Please feel free to contact GCR Tire Centers in Phoenix, AZ for any additional information. Thank you once again for this opportunity. We look forward to doing business with the City of Scottsdale.