

**CITY CLERK
ORIGINAL**

**C-10720
03/22/2016**

**AGREEMENT FOR
TIRE RECAPPING SERVICES**

City of Glendale Solicitation No. IFB 15-73

This Agreement for Tire Recapping Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Coyote Tire Retreading, Inc., an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the 22 day of March, 2016.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 15-73 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$750,000 over the full five-year period, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Mr. Ron Cordova
c/o Operations Manager
1802 N. 23rd Avenue
Phoenix, AZ 85009

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue
Glendale, Arizona 85301
623-930-2621

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

- 12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

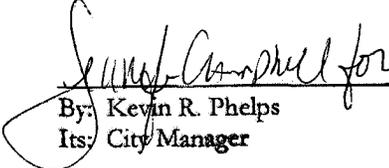
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

| | |
|-----------|--------------------|
| Exhibit A | Project |
| Exhibit B | Compensation |
| Exhibit C | Dispute Resolution |

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation


By: Kevin R. Phelps
Its: City Manager

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

Coyote Tire Retreading Inc.,
an Arizona corporation

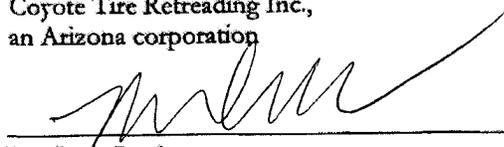

By: Ron Cordova
Its: Operations Manager

EXHIBIT A
TIRE RECAPPING SERVICES
PROJECT

[See attached]

EXHIBIT B
TIRE RECAPPING SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation, including products and services, is provided in IFB 15-73.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$750,000 over the full five-year period.

DETAILED PROJECT COMPENSATION

Per IFB 15-73. See attached Solicitation details.

EXHIBIT C
TIRE RECAPPING SERVICES
DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BID

SOLICITATION NUMBER:

IFB 15-73

DESCRIPTION:

TIRE RECAPPING SERVICES

PRE-BID DATE AND TIME:

**November 5, 2015 at 10:00 AM Local
Time**

Offerors are strongly encouraged to attend a pre-bid conference be held at the City of Glendale Operations Center, 6210 West Myrtle Avenue, Glendale, AZ 85301. The Entrance is located off of Orangewood between Grand Avenue and 67th Avenue. A site visit is scheduled after the pre-proposal meeting.

BID DUE DATE AND TIME:

November 17, 2015 at 2:00 PM Local Time

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

Bid Opening and Submittal Location:

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

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers 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 an offer.**

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE
ENTIRE SOLICITATION.**

For questions regarding this solicitation, contact:

**Elmer Garcia, CPPB
City of Glendale
Materials Management
(623) 930-2866
Egarcial@glendaleaz.com**



SOLICITATION NUMBER: IFB 15-73
TIRE RECAPPING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

TABLE OF CONTENTS

| SECTION | DESCRIPTION | PAGES |
|----------------|---|--------------|
| | NOTICE | 1 |
| | TABLE OF CONTENTS | 2 |
| 1.0 | SPECIFICATIONS | 3-10 |
| 2.0 | SPECIAL INSTRUCTIONS TO OFFERORS | 11-14 |
| 3.0 | SPECIAL TERMS AND CONDITIONS | 15-19 |
| 4.0 | OFFER SHEET | 20 |
| 5.0 | PRICE SHEET | 21-22 |



SOLICITATION NUMBER: IFB 15-73
TIRE RECAPPING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1.0 SPECIFICATIONS

1.1 BACKGROUND AND GENERAL REQUIREMENTS

The City of Glendale, Arizona, Field Operations Department is requesting bids from qualified vendors to provide tire recapping services for the City's heavy duty truck tires. Service is performed off-site with pickup and delivery included in the service costs.

The City's Vendors shall thoroughly complete the Price Sheet as requested. The City may order some, all, more or none of the individual items during the contract period. Quantities ordered by the City may vary depending on the actual needs and availability of appropriated funds.

Throughout the term of this contract, the City reserves the right to add, revise or make changes to the specifications to best serve the needs of the City.

1.2 CLASSIFICATION

- 1.2.1 The tires shall be tubeless and tube type radial tires for medium and heavy trucks and industrial equipment.
- 1.2.2 The retreading process shall be a pre-cured method that provides a top cap.
- 1.2.3 Acceptable case repairs shall include nail hole, spot, section, bead area and liner.

1.3 PROCESSING STANDARDS

- 1.3.1 Written standards conforming to industry recognized procedures shall be followed in the performance of each operation.
- 1.3.2 Copies of the written procedures shall be furnished to the City upon request.
- 1.3.3 At a minimum, such written procedures (1.3.2) shall cover the following operations:

| |
|---------------------------------|
| • Conditioning of casings age |
| • Inspection and casing grading |
| • Tire repairing |
| • Buffing |
| • Cementing |
| • Tread rubber application |
| • Curing |
| • Trimming and finishing |
| • Final inspection |



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.4 MATERIALS

- 1.4.1 All materials used in the process of retreading and repairing tires shall conform to the following:
- 1.4.2 Tread rubber shall contain no less than 50% rubber hydrocarbons by weight.
- 1.4.3 Tread rubber shall have a minimum of 25% and maximum of 40% polybutadine, and have the following minimum physical properties:

| | |
|------------------------|-------|
| Tensile strength (psi) | 2,600 |
| Elongation | 500 |
| Modulus at 300% | 1,400 |
| Hardness | 64-67 |
| Specific gravity | 1.125 |

- 1.4.4 *Hardness will be measured using a Shore Durometer, at scale.
- 1.4.5 Manufacturer's product literature confirming the minimum physical properties of the tread rubber shall be supplied with the bid.
- 1.4.6 Depth of tread rubber must be indicated for all tires.

1.5 RUBBER SAMPLES AND TESTS

- 1.5.1 The City reserves the right to secure random rubber samples and submit them to testing laboratories for evaluation.
- 1.5.2 The contractor shall provide rubber samples to the City when requested within two days of the request.
- 1.5.3 The costs of the tests for failed samples shall be paid by the contractor.
- 1.5.1 Acceptable tests shall be paid by the City.
- 1.5.1 Rubber samples that are submitted to the City that fail to meet material specifications may result in cancellation of this contract.

1.6 ENVIRONMENTAL REQUIREMENTS

Unless otherwise specified all tires shall be processed using materials containing antioxidants of a quality to provide standard commercial resistance to weathering.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.7 TREAD DEPTH REQUIREMENTS

- 1.7.1 The City will specify minimum tread depth requirements depending on intended use of the tire.
- 1.7.2 When requested, the contractor shall submit samples, and information on the weight per foot of tread designs to be used.

1.8 TREAD DESIGN

- 1.8.1 The City will set the criteria for the selection of tread design.
- 1.8.2 Some of the considerations for the selection of tread design are as follows:

| | |
|------------------|------------|
| Vehicle type | Speed |
| Load | Operation |
| Tire type | Ply rating |
| Casing condition | |

1.9 TREAD WIDTH

- 1.9.1 The tread width shall be determined by the requirements of the casing.
- 1.9.2 The maximum acceptable width shall be used unless otherwise requested.
- 1.9.3 New tire manufacturer's specifications shall be the determining factor.

1.10 PROCEDURES

- 1.10.1 All casings to be retreaded shall be approved by the City.
- 1.10.2 Rejected casings shall remain the property of the City until the City has approved the casing for disposal, at which time the vendor shall be responsible for disposal of any rejected casings.

1.11 INITIAL INSPECTION

- 1.11.1 Casing inspection shall be made by a trained certified operator.
- 1.11.2 The casing inspection must include the use of a mechanical spreader and electronic, ultrasonic, or holographic casing equipment during the inspection.
- 1.11.3 The tire shall be placed on a mechanical spreader under adequate lighting, i.e., 300 foot candles, and distortion of the natural contour sufficient for visual inspection.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.11.4 In addition, electronic, ultrasonic or holographic casing inspection equipment which can aid in determining casing damage such as separation, nail holes, rusted belts and belt edge lift must be used during inspections. This will aid in determining casing integrity and best use.

1.11.5 Casings accepted for retreading shall not contain any of the following defects:

| |
|---|
| • Ply separation |
| • Broken, damaged, kinked or exposed bead wire |
| • Injuries to plies in the bead area |
| • Flex breaks |
| • Loose cords on the inside ply or evidence of overload, underinflation or run flat |
| • Tread separations which cannot be removed during buffing |
| • Sidewall separation |
| • Weather cracking extending into body plies |
| • Non-repairable damage to the inner liner or bead seating area on a tubeless tire |
| • Nail hole or injuries of sufficient sizes and numbers that cannot be repaired using acceptable commercial practices |
| • Radial belt separations |

1.11.6 NOTE: REJECTED TIRES-Written *Returned As Received* (RAR) reports are required quarterly.

1.11.7 Written RAR reports shall outline all pertinent information as to why tires have not been accepted for retreading.

1.11.8 All RAR tires will be returned to the City.

1.12 CASING

1.12.1 The buffed casing shall be to dimensions compatible to the retread system used.

1.12.2 The worn retread surface shall be removed to a symmetrical profile in accordance with the procedure specifications.

1.12.3 The buffed area of the casing shall be free from contamination and oxidation.

1.12.4 All buffing shall be done with the casing inflated.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.12.5 Casing shall be buffed to the width that is appropriate to the fixed dimensions of the pre-cured tread rubber specified.

1.12.6 The radius of the buffed area shall have all equal width shoulder heights over the bead bundle.

1.12.7 The finished tire shall be as close as possible to the specified radius.

1.13 CEMENTING

1.13.1 Buffed casings to be cemented shall be free of foreign materials, and the complete process shall be completed within a maximum of one hour after buffing, but before the tire has cooled to ambient temperatures.

1.13.2 Buffed tires stored longer than one hour shall be reworked.

1.14 BUILDING

1.14.1 Tires must be built inflated at running rim dimensions.

1.14.2 The tread rubber shall be centered around the buffed circumference of the tire.

1.14.3 Tread pattern interruption shall be minimized at the tread splices.

1.14.4 The cut ends of the tread shall have a roughened texture over the entire surface and shall be free of contamination.

1.14.5 The splice shall be cured together using suitable bonding material.

1.14.6 Tread stretch requirements and building tolerances shall meet the requirements of the materials and equipment used.

1.15 CURING PROCEDURE

1.15.1 Tires shall be stored in a manner to prevent distortion of the uncured materials, and shall be kept free of contamination.

1.15.2 Envelopes, diaphragms, or sealing ring devices shall be free of leaks and defects.

1.15.3 Curing procedures shall be provided to the City and shall include specifications on curing time, temperature, and pressure.

1.15.4 Proper curing tubes, rims, sealing bands and other assemblies shall be used and available in the work area of the shop.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.15.5 Bead-to-bead tolerances shall be maintained during the curing cycle.

1.16 REPAIRING

1.16.1 Operators must be trained to industry recognized standards, and work must be carried out using prescribed methods and tools.

1.16.2 Final determination of reparability, type of repair, and repair material must be made after skiving and inspection, and in accordance with the recommended tables and criteria of the manufacturer.

1.16.3 NOTE: All materials used must be compatible.

1.17 NAIL HOLE REPAIRS

1.17.1 Any number of nail holes may be repaired in the repairable area of a radial truck tire.

1.17.2 If the puncture is larger than three-eighths inches (3/8") after the damage and rust have been removed, the tire will require a section repair.

1.17.3 If the puncture is larger than one-sixteenth inches (1/16") [one and one half millimeters (1.5mm)] in the sidewall area of the tire after damage and rust have been removed, the tire shall require a section repair.

1.18 SPOT REPAIR

1.18.1 *Spot repairs* shall be limited to cracks and cuts in the rubber with no exposed body plies.

1.18.2 Any damage found on the fret wires shall require a full section repair by the contractor.

1.19 SECTION REPAIR

1.19.1 Any number of *section repairs* may be made in the repairable area, but the repairs must not touch, and no more than one repair shall be allowed which affects the same radial casing plies.

1.19.2 No more than one repair shall be allowed which affects the same radial casing plies.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.19.3 Any section repair must receive prior approval from the City of Glendale's Equipment Management Division. The request is to be faxed to (623) 915-3123 with the following information:

| |
|--|
| Tire description size |
| Reason for repair |
| Existing number of sectional repairs and any other repairs |

1.19.4 The City of Glendale's Equipment Management Division will reply via email.

1.20 BEAD REPAIR

The following conditions will be considered repairable in the rubber covering the bead:

| |
|---|
| Cuts or tears in the rubber covering the bead area that do not damage the body ply or expose bead wires; no visible signs of rust |
| Limited in size to that which will assure duplication of original bead contours |
| Repairs which can be performed at a low enough cost to be practical |

1.21 FINAL INSPECTION

1.21.1 The retreader shall make a final inspection of the retreaded tire.

1.21.2 The inside of the tire shall be checked on a tire spreader with adequate lighting to assure quality workmanship.

1.21.3 A liner seal shall be applied to the inside liner of the tire.

1.21.4 The outside shall have received the same quality workmanship, and the cosmetic appearance shall be that which is considered good commercial practice.

1.21.5 If the tire shows any defects which will result in less than optimum performance, the retread shall be rejected and reworked.

1.21.6 All tires shall remain the property of the City until the City has approved the defective tire for disposal, at which time the vendor shall be responsible for their disposal, at no additional cost to the City.

1.21.7 A light coat of tire paint shall be applied to all finished tires.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.22 ADJUSTMENTS

Recapped tire failures (not damaged tires) shall be adjusted at a minimum of the following rate:

| Tread Remaining | Adjustment |
|---|---|
| 75% or of original tread remaining | 100% adjustment |
| Less than 75% of original tread remaining | The adjustment shall be pro-rated based on the remaining tread depth. |

1.23 FOB POINT

Prices quoted shall be FOB destination Warehouse dock, 6210 W. Myrtle Ave., Glendale, Arizona 85301-1700, and unloaded.

1.24 DELIVERY TURNAROUND TIME

The maximum delivery turnaround time for pickup and delivery of all tires is seven (7) calendar days (excluding holidays).



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

2.0

SPECIAL INSTRUCTIONS TO OFFERORS

2.1 RETURN OF OFFER One (1) hard copy marked as “original”, one (1) copy marked as “Copy” and one (1) flash drive containing all original documents in PDF format. The original and copy of the proposal shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF OFFER 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 OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.2.1 OFFER SHEET, Section 4.0
- 2.2.2 PRICE SHEET, Section 5.0
- 2.2.3 ADDENDUM, Return all addenda (if applicable).
- 2.2.4 SPECIFICATIONS, Section 1.0
- 2.2.5 SPECIAL INSTRUCTIONS TO OFFERORS, Section 2.0
- 2.2.6 SPECIAL TERMS AND CONDITIONS, Section 3.0

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" offers shall be rejected.

2.5 ALTERNATE OFFERS/EXCEPTIONS

Offers 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 Offer. 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. Products substantially equivalent to those designated may be considered for award.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

- 2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- 2.8 PROPRIETARY INFORMATION**
Offerors shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror 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.
- Offerors 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 Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, 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 Offeror in the event that the City must legally disclose the Proprietary Information.
- 2.9 ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Offeror as it deems necessary to establish the competence and financial stability of any Offeror submitting an offer.
- 2.10 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 offers.
- 2.11 EVALUATION LITERATURE**
Offers 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. Offers submitted without this product information may be considered as non-responsive and rejected.
- 2.12 WITHDRAWAL OF OFFER** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.13 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



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

shall be no contact concerning this IFB from Offerors submitting an offer 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 Offeror, 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"), Offerors, 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 an Offeror 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 proposal or offer of the Offeror to be found in violation and to be rejected.

- 2.14 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 offers 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 Offeror 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.
- 2.17 INQUIRIES** Any question related to this IFB shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors 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 NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

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 offer 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.

| | | |
|--|---|---|
|  | SOLICITATION NUMBER: IFB 15-73 TIRE RECAPPING SERVICES | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
|--|---|---|

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. Offerors 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 offers 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 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>

3.4 PRICE All prices quoted shall be firm and fixed for the specified contract period.

3.5 DELIVERY All deliveries shall be FOB Destination to the City of Glendale, AZ.

3.6 DELIVERY TIME All deliverables shall be made in accordance with the Specifications.

3.7 TERM OF AGREEMENT The term of this agreement shall be for a one (1) year initial period.

3.8 OPTION TO EXTEND The City may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years in one (1) year



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

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 thirty (60) calendar days prior to the expiration of the original contract period.

3.9. PRICE ADJUSTMENTS Contractor may submit a request for a rate increase a minimum of 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.

3.10. 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.

3.11. KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

3.12. INSURANCE The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

| <u>Type of Insurance</u> <u>(Minimum)</u> | <u>Limits of Liability</u> |
|--|----------------------------|
| Workers' Compensation | Statutory |
| Employer's Liability | |
| Each Accident | \$100,000 |
| Disease-Each Employee | \$100,000 |
| Disease-Policy Limit | \$500,000 |

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

| | |
|-------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Personal and Advertising | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Completed Operations | \$1,000,000 |

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

| | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

3.13 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.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

3.14 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 contractor'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.

3.15 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:

- 3.15.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.15.2 The Contractor fails to perform adequately the services required in the contract.
- 3.15.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.15.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.15.5 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 covenants 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.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

- 3.16 WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.
- 3.17 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 \$50.00/day. 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.
- 3.18 NON-DISCRIMINATION** By submitting this Offer, 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 be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
- 3.19 PERMITS AND LICENSES** The Contractor 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.

ALTERNATE

Coyote Tire Retreading Inc

IFB 15-73

Original



RETREADING, INC.

Ron Cordova
Operations Manager



1802 N. 23rd Avenue
Phoenix, AZ 85009
(602) 272-2074
Fax (602) 272-5822
ronc.coyote@yahoo.com



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

4.0

OFFER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB 15-73
DESCRIPTION: TIRE RECAPPING SERVICES

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposal 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 Montana Slack or Chris Kinion.
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 offer. 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 offer.

Contractor Name: Coyote Tire Retreading, Inc. Contractor Signature: [Signature]
 Company Address: 1802 N. 2nd Ave Printed Name and Title: Ron Cardona, Owner
Phoenix, AZ 85004 Email Address: ronc.coyote@yahoo.com
 Company Federal I.D.: 05-1205184 Telephone No.: 602-273-2090

ACCEPTANCE 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:
Printed Name and Title:

Richard A. Bowers, Acting City Manager

Date: _____

ATTEST: _____

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



SOLICITATION NUMBER: IFB 15-73
TIRE RECAPPING SERVICES

CITY OF GLENDALE
Material Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

5.0

PRICE SHEET

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, pickup and delivery, 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.**

Manufacturer's product literature confirming the minimum physical properties of the tread rubber should be submitted with the bid.

| 5.1 TIRE RECAPPING SERVICES | | | | | |
|---|---------------------------------|-----------------|--|-------------------|-------------------------|
| Item No. | Estimated Annual Quantities (A) | Unit of Measure | Description | Unit Price | Extended Amount (A X B) |
| 5.1.1 | 350 | Tire | 11R22.5, 16 Ply, C-36 Rib, Recap Tire: Minimum recap tread depth: 24/32" Specify type and brand of Tread Rubber: C-36 can replace WHR - General Rubber | \$110.00 per Tire | \$38,500.00 |
| 5.1.2 | 700 | Tire | 315/80R22.5, 16 Ply, C-36 Rib, Recap Tire: Minimum recap tread depth: 24/32" Specify type and brand of Tread Rubber: C-36 can replace WHR - General Rubber | \$125.00 per Tire | \$87,500.00 |
| 5.1.3 | 200 | Tire | Nail hole repair service | No Charge | \$0.00 |
| 5.1.4 | 200 | Tire | Medium repair service | \$15.00 per Tire | \$3,000.00 |
| 5.1.5 | 175 | Tire | Tire section repair service | \$25.00 per Tire | \$4,375.00 |
| GRAND TOTAL (Items Nos. 5.1.1 through 5.1.5) | | | | | \$133,375.00 |

375 ✓
\$130,750.00

| | | |
|---|--|--|
|  | SOLICITATION NUMBER:IFB 15-73 TIRE RECAPPING SERVICES | CITY OF GLENDALE Material Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
|---|--|--|

5.2 TAX AMOUNT Offerors should not include transaction of use tax or federal tax in their unit price. The City is exempt from 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: 8.3 %

5.3 DELIVERY - Offeror states that all orders shall be delivered in accordance with Specifications.

5.4 PROCUREMENT CARD ORDERING CAPABILITY

 v 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: Coyote Tire Retreading Inc.



SOLICITATION NUMBER: IFB 15-73

TIRE RECAPPING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

5.0

PRICE SHEET
ADDITIONAL PRICING

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, pickup and delivery, 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.

Table with 6 columns: Item No., Estimated Annual Quantities (A), Unit of Measure, Description, Unit Price (B), and Extended Amount (A X B). Row 1: 5.1.6, 1, Tire, Spot Repair, \$ 6.00/Tire, \$ 6.00. Row 2: GRAND TOTAL (Item No. 5.1.6), \$ 6.00.

To clarify the pricing above – as explained to Elmer Garcia and the City of Glendale shop employees during the retread plant inspection:

Because of the type of use, garbage truck tires are prone to multiple sidewall injuries that may require spot repairs in the sidewalls. Spot repairs are done if the cuts or gouges in the sidewall will affect the integrity of the tire. This saves the tire for continued future use and eliminates the need to replace it with a new tire. It is a huge cost saving practice.

As listed above, spot repairs will be charged at \$6.00 each for the first two repairs.

All other spot repairs needed, will be done at no charge.

If there are 3 or more spot repairs needed in any individual tire, the charge will be a maximum of \$12.00.

- Examples: 1 spot repair in a tire will be \$6.00.
2 spot repairs in a tire will be \$12.00.
3 or more spot repairs in a tire will still be \$12.00.

Special note: Not all sidewall damage requires a spot repair. Many times the sidewall damages are just chips of rubber missing and are not large enough to affect the safety or performance of the tire. If this is the case there will be no charge on that tire for any spot repairs.

For any further questions please contact Ron Cordova or Don Woodmansee at 602-272-2074.



**Coyote Tire Retreading Inc
1802 N 23rd Ave
Phoenix, AZ 85009**

Curing Procedures for Precure Retreading

Chambers are "Oliver" brand chambers.

Curing Chambers are preset for the curing cycle

Controls include

1. Curing Time
2. Temperature
3. Pressure

Curing time is normally set at 150 minutes (2 1/2 hrs)

Time starts when the chamber reaches proper curing temperature

Temperature is set at 250°

Temperature is monitored throughout the cure cycle

Chamber air pressure is 85 PSI and manifold pressure is 15 PSI

Air and manifold pressure are monitored throughout the cure cycle

Note: All settings remain the same except for the following condition:

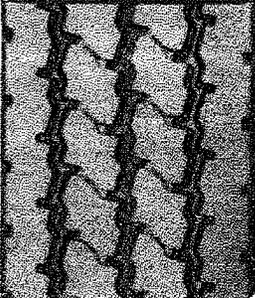
Time the settings are altered is if the tread designs in the chamber exceed 26/32". To insure a complete cure, time is added to account for the extra tread depth at 6 minutes / 32"

General Rubber, Inc.

5300 ORANGE AVE. # 113 CYPRESS, CA 90630

T: 714-828-8544 | F: 714-209-4499

Product information for General Rubber C36 Tread Design

| C36  |  Trucks |  Trucks |
|---|---|---|
| | 8 5/8 (220) | 24/32 (19.0) |
| 9 3/8 (240) | 24/32 (19.0) | |
| 9 7/8 (250) | 24/32 (19.0) | |
| 10 1/4 (260) | 24/32 (19.0) | |



- »» Sharp open shoulder rib tread design provides excellent traction in mud
- »» Compounded with anticutting and chipping properties to enhance durability
- »» Deep tread design for longer mileage

DRIVE AXLE

General Rubber, Inc.