

CONTRACT EXTENTION-4540-18-SH

To: Standard Tire & Retread Co, Inc. 2275 K Road Grand Junction, CO 81505

SERVICE DESCRIPTION: <u>SECOND</u> ANNUAL EXTENSION FOR IFB-4222-16-NJ Tires and Repair Services

This CONTRACT is <u>extended</u> as of the <u>4th day of June, 2018</u>, by and between the <u>City of Grand Junction</u>, Colorado, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Standard Tire & Retread Co., Inc.</u>, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from <u>June 4, 2018</u> through <u>June</u> <u>3, 2019</u>.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

<u>Scope of Work</u>: The Contractor shall perform for the City the Work set forth in the Contract Documents reference <u>IFB-4222-16-NJ</u>. This contract is for **Recap Services** only and does not include the purchase of passenger tires, truck/equipment tires, or road call service.

<u>Contract Documents</u>: The Owner's Invitation for Bids No. IFB-4222-16-NJ, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

<u>Compensation and Method of Payment</u>: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for Tire Recap Services payable per the terms and conditions as defined by the Contract Documents. **All invoices must reference Contract Number 4363-17-SH** so that payment can be applied correctly. The Contractor shall receive the following fee for Tire Recap Services:

Each Tire Mount: \$20.00 each Each Tire Repair: \$24.00 each Each 11.00R22.5 Tire, QDL Tread: \$198.00 each Each 315/80R22.5 Tire, WHR Tread: \$208.00 each Each 12-16.5 Tire, NWXHA L-5: \$212.00 each

There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on usage as it occurs.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:

Authorized Signature:

Title: Senior Buyer

Date: June 4, 2018

STANDARD TIRE & RETREAD CO, INC.:
Authorized Signature: and anonomy
Title: PRES/OWNER
Date: $\frac{6 - 4 - 18}{100000000000000000000000000000000000$



To Whom It May Concern,

RE: HEUTON TIRE COMPANY

Enclosed is a certificate of insurance that has been renewed for a new policy term. If a copy of an additional insured or policy endorsement was requested, the document will be sent in a separate envelope.

If you have any questions regarding this please contact: the Federated Insurance Client Contact Center at:

Phone: 1-888-333-4949 Fax: 507-446-4664 E-mail: clientcontactcenter@fedins.com

Thank you,

Client Contact Center Federated Insurance Companies

Enclosed: Certificate of Insurance

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CITY OF GRAND JUNCTION

CONTRACT – IFB-4222-16-NJ

This CONTRACT made and entered into this <u>J</u>^{*L*} day of <u>May</u>, <u>2016</u> by and between the <u>City of Grand Junction</u>, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Standard Tire Co.</u>, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as <u>Tires and</u> <u>Repair Services IFB-4222-16-NJ</u>.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

<u>Contract Documents</u>: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; Tires and Repair Services IFB-4222-16-NJ
- c. Contractors Response to the Solicitation Section: **Re-Caps**

ARTICLE 2

<u>Definitions</u>: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

<u>Contract Work:</u> The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

<u>Contract Price and Payment Procedures:</u> The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work as specified in the **Contract Documents**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

ARTICLE 5

<u>Contract Binding</u>: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

<u>Severability</u>: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision

shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

City of Grand Junction By: Name: Nicholas Jones Buyer Title:

Date

ATTEST By: AM RTUK Name: TUM Peter Title: Admin Assistant

Standard Tire Co.,	
By: Jos Brandos	5-23-16
Name: Date	
Title: PRES- OWNER	

AT/TEST

By: Name: Title: At





Purchasing Division

Invitation for Bid

IFB-4222-16-NJ

Tires and Repair Services

Responses Due:

April 26, 2016 prior to 1:00 PM MDT <u>Accepting Electronic Responses Only</u> <u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u> <u>System (RMEPS)</u>

https://www.rockymountainbidsystem.com/default.asp

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative: Nicholas C Jones, Buyer <u>Nickj@gjcity.org</u> Phone (970)244-1533

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

Table of Contents

- Section 1 Instruction to Bidders
- Section 2 General Contract Conditions
- Section 3 Statement of Work
- Section 4 Bid Form

Price Proposal/Bid Schedule Form

1. Instructions to Bidders

- **1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials to provide various types of tires and related repair services for the Fleet Services Division. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- **1.2. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (https://www.rockymountainbidsystem.com/default.asp). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please "Electronic Vendor Registration Guide" view our at http://www.gicity.org/BidOpenings.aspx for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- **1.4. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- **1.5. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- **1.6. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <u>http://www.gjcity.org/BidOpenings.aspx</u>.
- **1.7. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- **1.8.** Questions Regarding Statement of Work: Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- **1.9.** Addenda & Interpretations: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made

by a written Addendum to the solicitation by the Owner. Sole authority to authorize addenda shall be vested in the Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <u>www.rockymountainbidsystem.com</u>. <u>Bidders shall acknowledge receipt of all addenda in their response and are solely responsible for obtaining all solicitation documents.</u>

- **1.10. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- **1.11. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- **1.12. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- **1.13. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- **1.14. Public Opening:** Responses shall be opened in the City Hall Auditorium 250 North 5th Street, Grand Junction, CO 81501 immediately following the solicitation deadline.

2. General Contract Conditions

- 2.1. The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall

be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation or progress. The Contractor shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.4. Contractor: The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of curing all work of others, destroyed or damaged, by the correction, removal or replacement of defective work.
- 2.6. Responsibility for Those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

2.7. Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees,

or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- 2.8. Indemnification: The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.9. Miscellaneous Conditions: <u>Material Availability</u>: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. <u>OSHA Standards</u>: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- **2.10. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in the Contract Documents.
- **2.11. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.12. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.13. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety

regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.

- 2.14. Changes in the Work: The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order/Amendment.
- 2.15. Claims for Additional Cost or Time: If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, the Contractor shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order/Amendment.
- **2.16. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. This may be accomplished through a Field Order.
- 2.17. Uncovering & Correction of Work: The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above

paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of curing all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order/Amendment will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- **2.19.** Change Order/Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders/Amendments to the contract shall be made in writing by the Owner.
- **2.20.** Assignment: The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- **2.21. Cancelation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- **2.22. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.23. Confidentiality: All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.
- **2.24.** Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.
- **2.25. Contract Termination**: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) acceptance of work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.

- **2.26. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
 - **2.26.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - **2.26.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - **2.26.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.27. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq*. (House Bill 06-1343).
- **2.28.** Ethics: The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- **2.29.** Failure to Deliver: In the event of failure of the Contractor to deliver work in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the work from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- **2.30.** Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- **2.31.** Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.

- **2.32.** Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- **2.33. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- **2.34. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- **2.36. Remedies**: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.37. Venue**: Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- **2.38.** Expenses: Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- **2.39. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Non-Appropriation of Funds: The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal

year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.

- 2.41. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/Purchase Orders through their Purchasing Office or use their Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions under the terms of this solicitation of this solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.42.1. "Public Works Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

2.43. Definitions:

- **2.43.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.2. "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- **2.43.3.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

3. Statement of Work

3.1. General: The City of Grand Junction is requesting competitive pricing from qualified and interested parties to provide various types of tires and related repair services for the Fleet Services Division. A manufacturer's certificate indicating bidder's company as an authorized distributor must also be completed and returned with the bid submittal. All tires, their related components and services that are normally furnished shall be provided. All tires, components, equipment and combinations thereof as offered shall be compatible and approved for the intended application by the chassis and equipment manufacturers. The tire and its associated equipment shall be in accordance with manufacturer's current standard data book specifications, requirements, recommendations and options and shall conform to all federal and state regulations in effect at time of delivery.

3.2. **Project Description:**

- **3.2.1.** Passenger tires will be mounted and repaired by City Fleet Services Division, all other tires will require the awarded vendor to supply mounting and repair.
- **3.2.2.** Vendors shall note their fee for Road Call Service to come to the City's location to repair or replace large tires, such as front end loader or road grader.
- **3.2.3.** The Owner estimates that over 1500 tires are purchased per year. The most commonly used tire sizes and quantities are listed on the Bidder's Response Form. Because this is not a comprehensive list of all tires required by the City, vendors shall state manufacturer's discount for tires not specifically listed.
- **3.2.4.** Awarded Contractor shall provide daily pick-up and delivery of repaired tires. The City estimates the number of medium and heavy tire flat repairs to be about 100 per year.
- **3.2.5.** Bidders are asked to include the following services in their per tire bid. Product installation and repairs, such as mounting, rotation and balancing shall be in accordance with manufacturer's recommended procedures of warranted tires. Tire installation shall include dismount of used tires as needed. Flat tire repair includes removal, repair and remounting. Rotation, balancing and alignment will be performed as needed.
- **3.2.6.** Deliveries are to be made in a timely manner. Once an order has been placed, deliveries shall begin the same day or the following work day for stock items. Non-stock items shall be so noted on the Bidders Response Form with an estimated delivery time. Items deemed in stock shall be delivered to the Owner within 24 hours of the order being placed by the Owner, unless approved otherwise by the Owner.

3.3. Special Conditions & Provisions:

3.3.1. Tires furnished shall be guaranteed to be free from defects in workmanship and material for original tread life or 48 months. Any tire which fails this

guarantee shall either be satisfactorily repaired by the Awarded Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the City. Allowances and replacement charges shall be based upon the Contract tire price. The Awarded Contractor shall defray all transportation costs on both the defective tire(s) and replacement tire(s). The Awarded Contractor shall provide a one (1) year warranty on all tubes and parts determined to be defective due to workmanship beginning on the date of installation, to repair and/or replace as necessary, as determined by the City, at no cost to the City. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty services shall be paid by the Awarded Contractor.

- **3.3.2.** The Awarded Contractor(s) shall not charge for return fees for inaccuracies or other errors on the part of the Contractor.
- **3.3.3.** The Contractor will be paid on a per tire basis. **All expenses** including freight and delivery charges are to be included in the bid. Bid shall also include all state and local licensing, dealer or distributor certifications. Award shall be made by ITEM to the bidder offering the greatest discount or lowest net price.
- **3.3.4.** Tires shall carry all applicable markings and requirements by the Federal Government and comply with all Federal, State, County and Municipal ordinances and regulations.
- **3.3.5.** Unless otherwise noted only tires in new, unused condition and in current production will be accepted.
- **3.3.6.** Upon award, the contractor(s) shall provide the name of the person who will work with the City Fleet Services Division during the term of the contract. This person must be authorized to coordinate with distributors and representatives to ensure an efficient implementation of the contract and to insure correct pricing for goods and services.
- **3.4.** Award: Although it is the Owners intent to award to a single bidder, this IFB may result in a split award(s). The Owner reserves to right to procure tires, and related services pursuant to this IFB, from another vendor, should the awarded bidder fail to provide, or be unable to provide such tires or services.

3.5. IFB Time Schedule:

•	Invitation for Bids available	April 8, 2016
•	Inquiry deadline, no questions after 12:00 PM	April 20, 2016
•	Addenda Issued by	April 21, 2016
•	Submittal deadline for proposals	April 26, 2016
•	City Council Approval (Tentatively)	May 18, 2016

3.6. Questions Regarding Scope of Services:

Nicholas C Jones, Buyer Nickj@gjcity.org **3.7. Contract:** The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded Contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the contractor and the Owner, be extended under the terms and conditions of the contract for up to three (3) additional contract periods, contingent upon the applicable fiscal year funding and appropriations by the City of Grand Junction City Council.

4. <u>Contractor's Bid Form</u>

Bid Date:			-	
Project: IFB-4222-16-NJ Tire	es and Repai	ir Services		
Bidding Company:				
Name of Authorized Agent:				
Email				
Telephone	Address			
City	State		Zip	

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Solicitation Documents thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: ______.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

PRICE BID SCHEDULE: IFB-4222-16-NJ Tires and Repair Services

Company: _____

Passenger Tires

Tires										
Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufact'r	Stock Y/N	Delivery if non- stock
	Besign	douge	Must be		inount y	Ttopan 🗸	1110 \$	Good Year		SLOCK
225/60R16	M&S	36	speed rated	Police	N/A	N/A		Eagle RSA		
			Must be					Good Year		
235/55R17	M&S	20	speed rated	Police	N/A	N/A		Eagle RSA		
			Must be					Good Year		
225/60R18	M&S	20	speed rated	Police	N/A	N/A		Eagle RSA		
			Must be					Good Year		
245/55R18	M&S	60	speed rated	Police	N/A	N/A		Eagle RSA		
			Must be							
			Speed	1/2 Ton				Good Year		
265/60R17	M&S	28	Rated	SUV	N/A	N/A		Eagle RSA		
				Ambulance						
			Load	and transit				Good Year		
225/75R16	M&S	120	Range E	bus	N/A	N/A		Wrangler HT		
			Load	½ Ton						
245/70R17	M&S	22	Range C	Pickup	N/A	N/A				
			Load	1/2 Ton						
235/70R16	M&S	20	Range C	Pick up	N/A	N/A				
				1/2 Ton Pick						
			Load	Up and						
265/70R17	M&S	32	Range C	SUV						
			Load	3/4 Ton						
265/70R17	M&S	24	Range E	Pick up	N/A	N/A				

Truck/

Equipment

Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufacturer	Stock Y/N	Delivery if non- stock
				1.5 Ton						
				Truck and						
	All			Transit						
225/70R19.5	Season	85		Bus				Michelin EZE		
	Drive									
11.00R22.5	Axle	24		Fire Truck				Michelin XDN		
11.00R22.5	Steering	4	Michelin	Fire Truck				Michelin		
	-			Fire,						
			10,000	Dump						
			pound	and trash						
315/80R22.5	Steering	30	load rated	truck				Michelin		
385/65r22.5	Steering	8		Fire Truck				Michelin		
	All			Transit				Michelin		
275/70R22.5	position	6		Bus				Xincity Z		
	All			Transit				Michelin		
305/70R22.5	position	12		Bus				Xincity Z		
19.5-L-24	Back hoe	3	New Tire							
12.5/80-18	Back hoe	3	New Tire							

Re-Caps

Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufacturer	Stock Y/N	Delivery if non- stock
	Drive			Dump						
11.00R22.5	Axle	55	Re-cap	Truck						
				Trash						
				Truck/						
	Steer			Dump						
315/80R22.5	tread	121	Re-cap	truck						
				Skid						
12-16.5		12	Re-cap	Steer						

Road Call Service Fee	\$ (state per hour/per trip/per tire)
Road Call Service Fee	\$ (state per nour/per trip/per tire)

Discount for passenger and light truck tires not listed above Approximately 80 per year

- _____%
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-04241.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of ______percent of the net dollar amount will be offered to the Owner if the invoice is paid within ______ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature:

Title: _____





ADDENDUM NO. 1

DATE: April 21, 2016

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Tires and Repair Services IFB-4222-16-NJ

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

 Question 1: "I have a question about the pursuit tires and transit tires on the bid, I noticed that Goodyear is specified on that. Will I be able to bid a Firestone product?" Response: Firestone will be acceptable on the police units but not for the ambulances or transit buses. Please note any deviations from the specified products on a separate sheet.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Nichla C for

Nicholas C Jones, Buyer City of Grand Junction, Colorado

4. Contractor's Bid Form 74(3 BID APRIL 2-1, 2016
Bid Date: DUE APRIL 36, 3016 - PRIOR TO 1:00 P.M. MDT
Project: IFB-4222-16-NJ Tires and Repair Services
Bidding Company: STANDARD TIRE & RETREAD CO., INC.
Name of Authorized Agent: BUD BRANDON
Email
Telephone 970) 260-8705Address 3275 K RS.
City GRAND JET State COLO, Zip 81505

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Solicitation Documents thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

PRICE BID SCHEDULE: IFB-4222-16-NJ Tires and Repair Services

BID-IFB-4727-16-NJ *

Company: STANDARD TIRE & RETREAD C, INC.

Passenger

 BILLED/AN	DICED	BY	310	PARTY	JUBCON	OTRAC	27DR
 Est					Brand/	Stock Y/N	Delivery if non-

Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufact'r	Stock Y/N	Delivery if non- stock
225/60R16	M&S	36	Must be speed rated	Police	N/A	N/A	98,29	Good Year Eagle RSA	N	5
235/55R17	M&S	20	Must be speed rated	Police	N/A	N/A	108.90	Good Year Eagle RSA	N	Y
225/60R18	M&S	20	Must be speed rated	Police	N/A	N/A	175.90	Good Year Eagle RSA	N	Y
245/55R18	M&S	60	Must be speed rated	Police	N/A	N/A	17650	Good Year Eagle RSA	N	Y
265/60R17	M&S	28	Must be Speed Rated	1/2 Ton SUV	N/A	N/A	113.97	Good Year Eagle RSA	N	Ý
225/75R16	M&S	120	Load Range E	Ambulance and transit bus	N/A	N/A	108.85	Good Year Wrangler HT	N	Y
245/70R17	M&S	22	Load Range C	1/2 Ton Pickup	N/A ®	N/A				
235/70R16	M&S	20	Load Range C	1/2 Ton Pick up	N/A	N/A				
265/70R17	M&S	32	Load Range C	1/2 Ton Pick Up and SUV	131					
265/70R17	M&S	24	Load Range E	3/4 Ton Pick up	N/A	N/A	_			

Truck/ Equipment

Equipment	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufacturer	Stock Y/N	Delivery if non- stock
225/70R19.5	All Season	85		1.5 Ton Truck and Transit Bus	20-	24	3323	Michelin EZE	N	Y
11.00R22.5	Drive Axle	24		Fire Truck	30-	24-	4966	Michelin XDN	N	Y
11.00R22.5	Steering	4	Michelin	Fire Truck	20-	24	49273	XZE2 Michelin	N	Y
315/80R22.5	Steering	30	10,000 pound load rated	Fire, Dump and trash truck	30	24	96939	XZUSZ Michelin	N	Y
385/65r22.5	Steering	8		Fire Truck	27-	25	683.71	Michelin	N	Y
275/70R22.5	All	6		Transit Bus	20-	34	4622	Michelin Xincity Z	N	X
305/70R22.5	All position	12		Transit Bus	30	34-	627,20	Michelin Xincity Z	N	Y
19.5-L-24	Back hoe	3	New Tire							
12.5/80-18	Back hoe	3	New Tire					_		

PLACE NOTE: THERE ARE BACKORDERED AND MICHELIN TIRES ARE BACKORDERED AND DIFFICULT TO GET IN A FOMELY MANNER

GREETINGS 4-21-16 RE! CITY OF GRAND JCT. TIRE AND REPAIR SERVICES BID IFB-4777-16-NJ THID GETTER IS TO EXPLAIN OUR BID FOR NEW MICHELIN-AND-GOODVEAR TIRES ON A SEPERATE SHEET. ALTHONGH I/WE AT STANDARD TIRE A RETREAD CO. I.N.C. FEEL THERE AKE OTHER NEW TIRE MEGS. THAT OFFER QUALITY TIRES AT & GOOD VALUE. I WE REALIZE THAT ONLY CERTANY BRANDS AND TREAD TREAD TYPES WILL BE CONSIDERED. THEREFORE THE ONLY WAY TO BID MICHELIN-SR- GOODYEAR WOULD BE THROUGH A 3RD PARTY JUB-CONTRACTOR. ATTACHED PLEASE FIND A SEPERATE SHEET FOR ABOVE STATED BRANDS TO BE DELIVERED BY GRANDARD TIRE, BUT BILLED I INVOICED BY OUR SUBCONTANETOR. IT THIS IS NOT ACCEPTABLE, THE BID FOR ALL OTHER PRODUCTS AND SERVICE REMAINS SOOD FROM STANDARD TIRE & RETREAD CO., INC. PLUSE APPRECIATE THIS OPPORTUNITY: Mank you BUD BRANDON Bred Browdow 50 TIAE \$ HETREND CO INO

GREETINGS 4-3-1-16 RE: CITY OF GRAND JCT. TIRE AND REPAIR SERVICES BID IFB-4777-16-NJ THIS GETTER IS TO EXPLAIN OUR BID FOR NEWS MICHELIN-AND-GOODVEAR TIRES ON A SEPERATE SHEET. ALTHONGH I/WE AT STANDARD TIRE A RETREAD CO. I.N.C. FEEL THERE ARE OTHER NEW TIRE MEGS. THAT OFFER RUALITY TIRES AT & GOOD VALUE If WE REALIZE THAT ONLY CERTANY BRANDS AND TREAD TREAD TYPES WILL BE CONSIDERED. THEREFORE THE ONLY WAY TO BLD MICHELIN-SE-GOODYEAR WOULD BE THROUGH & 3RD PARTY JUB-CONTRACTOR. ATTACHED PLEASE FIND A SEPERATE SHEET FOR ABOVE STATED BRANDS TO BE DELIVERED BY STANDARD TIRE, BUT BILLED / INVOICED BY OUR SUBCONTRACTOR. IT THUS TS NOP ACCEPTABLE, THE BID FOR ALL OTHER PRODUCTS AND SERVICE REMAINS SOOD FROM STANDARD TIRE & RETREAD CO., INC. JUSE APPRECIATE THIS OPPORTUNITY: Hank you BUD BRANDON SER TIME & HETREND COILOR Bred Browdon

Re-Caps

Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufacturer	Stock Y/N	Delivery if non- stock
11.00R22.5	Drive Axle	55	Re-cap	Dump Truck	20	24	198	Q.D.L. TREAD	Y	Y
315/80R22.5	Steer tread	121	Re-cap	Trash Truck/ Dump truck	20-	24-	208	UN H R TREAD SANG AS SEFERE	X	Y
12-16.5		12	Re-cap	Skid Steer	20-	24-	212	WWXHA L-S	Y	Y

Road Call Service Fee

S//D(IN VALLEY) HER (PLUS J:25 MI GUT ROAD SRVC. THEY ENSURED 3RD PARTY-SAT

Discount for passenger and light truck tires not listed above Approximately 80 per year

Cost PLUS 15% %

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-04241.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of ______ percent of the net dollar amount will be offered to the Owner if the invoice is paid within ______ NET 107# days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company:	STANDARD TIRE & RETREAD CO, IN	C.
Authorized Signature:		
Title:	PRES/ OWNER 970-360-8	705

	1							-	Stock	Delivery
Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufact'r	Y/N	if non- stock
225/60R16	M&S	36	Must be speed rated	Police	N/A	N/A		Good Year \ Eagle RSA	Place	Loe 5
235/55R17	M&S	20	Must be speed rated	Police	N/A	N/A		Good Year Eagle RSA	Tap	- 2 -
225/60R18	M&S	20	Must be speed rated	Police	N/A	N/A		Good Year Eagle RSA	She	et Ré
245/55R18	M&S	60	Must be speed rated	Police	N/A	N/A		Good Year Eagle RSA	Geor	DYE.
265/60R17	M&S	28	Must be Speed Rated	1/2 Ton SUV	N/A	N/A		Good Year Eagle RSA	BAIC	HELIN
225/75R16	M&S	120	Load Range E	Ambulance and transit bus	N/A	N/A		Good Year Wrangler HT	TRR	130
245/70R17	M&S	22	Load * P	Pickup	N/A ®	N/A	119-	HERCHTS	N	Y
235/70R16	M&S	20	Load P" Range Ø	1/2 Ton Pick up	N/A	N/A	120-	HERC, CRSV	N	Y
265/70R17	M&S	32	Load P" Range Ø	1/2 Ton Pick Up and SUV	1		154-	HERC, TMEATH	N	Y
265/70R17	M&S	24	Load Range E	3/4 Ton Pick up	N/A	N/A	154	IRON MAR	N	X

Truck/ Equipment

Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufacturer	Stock Y/N	Delivery if non- stock
225/70R19.5	All Season	85	LRG -	1.5 Ton Truck and Transit Bus	20	24-	175	SAMPSA Michelin EZE	N	Y
11.00R22.5	Drive Axle	24		Fire Truck	20	24-	307-	HERC HN Jok Michelin XDN	N	Y
11.00R22.5	Steering	4	Michelin	Fire Truck	20	24	278-	SAVARSON Michelin	N	Y
315/80R22.5	Steering	30	10,000 pound load rated	Fire, Dump and trash truck	20	24	421-	HERC. 50%	N	Y
385/65r22.5	Steering	8		Fire Truck	22	25	-470	Michelin	N	Y
275/70R22.5	All	6		Transit Bus	20-	2.4	789-	Michelin Michelin Xincity Z	N	Ý
305/70R22.5	All	12		Transit Bus	20	24		Michelin Xincity Z	N	Y
19.5-L-24	Back hoe	3	New Tire		35	45-	540	SAMPSO	XN	Y
12.5/80-18	Back hoe	3	New Tire		22	30	2.82	与各州中之为	N	Y





Purchasing Division

Invitation for Bid

IFB-4222-16-NJ

Tires and Repair Services

Responses Due:

April 26, 2016 prior to 1:00 PM MDT <u>Accepting Electronic Responses Only</u> <u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u> <u>System (RMEPS)</u>

https://www.rockymountainbidsystem.com/default.asp (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

> Purchasing Representative: Nicholas C Jones, Buyer <u>Nickj@gjcity.org</u> Phone (970)244-1533

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE for this solicitation.

STANDARD TIRE & RETREAD CO., INC. BID & SEPERATE SHEET BID

	~~~									r		OP ID: SS
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		CLAIMS-MADE	X OCCUR							MED EXP (Any one person)	\$	5,000
								06/26/2016	06/26/2017	PERSONAL & ADV INJURY	\$	1,000,000
										GENERAL AGGREGATE	\$	2,000,000
	GEN	LAGGREGATE LIM								PRODUCTS - COMP/OP AGG	\$ \$	1,000,000
A	AUT	OMOBILE LIABILITY				60405025		06/26/2015	06/26/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ALL OWNED AUTO	3					06/26/2016	06/26/2017	BODILY INJURY (Per person)	\$	
	X	SCHEDULED AUTO								BODILY INJURY (Per accident)	\$	
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l		NON-OWNED AUTC	·0								\$	
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City of Grand Junction
nickj@gjcity.org
250 N 5th St.
Grand Junction, CO 81501

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AUTHORIZED REPRESENTATIVE Rodney C. Power



### CONTRACT EXTENTION-4363-17-SH

To: Standard Tire & Retread Co, Inc. 2275 K Road Grand Junction, CO 81505

#### SERVICE DESCRIPTION: <u>FIRST</u> ANNUAL EXTENSION FOR IFB-4222-16-NJ Tires and Repair Services

This CONTRACT is <u>extended</u> as of the <u>10st day of April, 2017</u>, by and between the <u>City of Grand Junction</u>, Colorado, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Standard Tire & Retread Co., Inc.</u>, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from <u>May 20, 2017</u> through <u>May 19, 2018</u>.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

<u>Scope of Work</u>: The Contractor shall perform for the City the Work set forth in the Contract Documents reference <u>IFB-4222-16-NJ</u>. This contract is for **Recap Services** only and does not include the purchase of passenger tires, truck/equipment tires, or road call service.

<u>Contract Documents</u>: The Owner's Invitation for Bids No. IFB-4222-16-NJ, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

<u>Compensation and Method of Payment</u>: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for Tire Recap Services payable per the terms and conditions as defined by the Contract Documents. **All invoices must reference Contract Number 4363-17-SH** so that payment can be applied correctly. The Contractor shall receive the following fee for Tire Recap Services:

Each Tire Mount: \$20.00 each Each Tire Repair: \$24.00 each Each 11.00R22.5 Tire, QDL Tread: \$198.00 each Each 315/80R22.5 Tire, WHR Tread: \$208.00 each Each 12-16.5 Tire, NWXHA L-5: \$212.00 each

There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on usage as it occurs.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

**CITY OF GRAND JUNCTION:** 

Authorized Signature:

Title: Interim Purchasing Supervisor

Date: April 10, 2017

STANDARD TIRE & RETREAD CO, INC.:	
Authorized Signature: OBreaude	70
Title: PRES/ DUS NEK	
Date:	

A	Ć	ORD [®] CERT	IFI	CA	TE OF LIABI	LITY INS	URANC	E		(MM/DD/YYYY) 7/06/2016
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19. H		OFFICE: P.O. BOX 328				(A/C, No, Ext): 888- E-MAIL	333-4949	(A/C, No):	507-446-	4664
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