

# CITY OF RIALTO

## SERVICES CONTRACT FOR GOODYEAR BRANDED TIRES

THIS AGREEMENT (herein "Agreement") is made and entered into this 13th day of July, 2021, ("Effective Date") by and between the CITY OF RIALTO, a municipal corporation ("City") and DANIEL'S TIRE SERVICE, a California ("Contractor").

### RECITALS

WHEREAS, the City desires to purchase vehicle tires and related products for the purpose of maintaining vehicles and equipment; and

WHEREAS, Contractor was the successful lowest responsible bidder for the provision of Goodyear branded tires, related products and services; and

NOW THEREFORE, the parties hereby agree as follows:

#### 1. SERVICES OF CONTRACTOR

##### 1.1 **Scope of Services.**

Contractor agrees to provide Goodyear branded tires, related products and service as set forth in the "Scope of Work" attached hereto as **Exhibit "A"** and incorporated herein by reference ("Work"). Such Work is in response to the RFB No. 21-022 issued by the City, which RFB is attached hereto as **Exhibit "B"** and incorporated herein by reference. Contractor represents and warrants that Contractor is a provider of first class work and materials and is experienced in delivering and/or performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow applicable professional standards required hereunder and that all materials will be of good quality, fit for the purpose intended.

##### 1.2 **Compliance With Law.**

All Work rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

##### 1.3 **Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of Work to be performed, (b) has carefully considered how the how the Work will be delivered and/or performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. If the Work involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of work hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the delivery of materials or performance hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions

are received from the City's Interim Public Works Director or designated representative of the City, working in the Public Works Department.

#### **1.4 Care of Work.**

Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the City, except such losses or damages as may be caused by the City's own negligence.

## **2. PAYMENT**

### **2.1 Price Term.**

For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as **Exhibit "C"** and incorporated herein by this reference, but not exceeding the maximum contract amount of Fifty-Five Thousand Dollars and No Cents (\$55,000.00) ("Contract Sum").

In the event the City exercises any or all of the remaining four (4) options to extend the term of this contract by one additional year for each option, pursuant to Section 4 of the Agreement, the total compensation for the additional one (1) year period shall be equal to the compensation for the year prior to the extension plus any additional work added to the Agreement by mutual negotiation plus an increase equal to the prior year's compensation multiplied by the percentage upward change, if any, in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA (CPI)" for the most recent twelve (12) months for which statistics are available at the time that the City exercises its option to extend the Agreement.

### **2.2 Payment; Invoices.**

Each month Contractor shall furnish to City an original invoice for all Work delivered and/or performed and expenses incurred during the preceding month in a form approved by City's Interim Public Works Director. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate Work performed by more than one person.

City may independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and

undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **3. COORDINATION OF WORK**

#### **3.1 Representative of Contractor.**

Brian Parkhouse is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the obligations specified herein and make all decisions in connection therewith.

#### **3.2 Prohibition Against Subcontracting or Assignment.**

Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

#### **3.3 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, delivers or performs the Work required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall deliver and/or perform all Work required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

### **4. TERM**

This Agreement shall continue in full force and effect for One (1) year, from July 1, 2021 ("Term"), unless either: (i) the City provides thirty (30) days written notice to the Contractor of the cancellation of the Contract; (ii) the Contractor provides thirty (30) days written notice to the City of the cancellation of the Contract; or (iii) the Agreement is extended by mutual agreement in writing by the parties for four (4) additional one (1) year terms. Said notice shall be delivered prior to June 30 for each one (1) year extension (if granted)..

### **5. INSURANCE, INDEMNIFICATION AND BONDS**

#### **5.1 Insurance.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

#### **5.1.1 *Comprehensive General Liability Insurance.***

A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is \$25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of \$500,000.00 or (ii) bodily injury limits of \$250,000.00 per person, \$500,000.00 per occurrence and \$500,000.00 products and completed operations and property damage limits of \$100,000.00 per occurrence and \$100,000.00 in the aggregate. If the Contract Sum is greater than \$25,000.00 but less than or equal to \$100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of \$1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of \$500,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$500,000.00 per occurrence and \$500,000.00 in the aggregate. If the Contract Sum is greater than \$100,000.00, the policy of insurance shall be in an amount not less than \$5,000,000.00 combined single limit.

#### **5.1.2 *Worker's Compensation Insurance.***

A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

#### **5.1.3 *Automotive Insurance.***

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

#### **5.1.4 *Additional Insurance.***

Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new

evidence of insurance in conformance with this Section 5.1 to the City's Public Works Director/City Engineer. No Work under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the Work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

## **5.2 Indemnification.**

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City.

## **6. MISCELLANEOUS**

### **6.1 Warranties.**

Contractor warrants and represents that the goods provided under this Agreement meet all local, State, and Federal requirements. In the event goods are defective in material or workmanship, the City shall have the right to reject the goods and Contractor shall have the right to correct such defects.

Contractor warrants that all goods provided under this Agreement shall be of good quality, shall be for their ordinary purpose, and shall be adequately contained and maintained for the life of the goods.

Contractor further warrants that it will perform all services and provide all goods in accordance with high professional standards in the industry, will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform

the services and provide the goods, and will perform the services and provide the goods in a manner that complies with all applicable laws and regulations.

**6.2 Non-liability of the City Officers and Employees.**

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**6.3 Conflict of Interest.**

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**6.4 Notice.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party shall be in writing and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

in the case of the City, to   The City of Rialto  
  Attn: Public Works Director  
  150 S. Palm Ave.  
  Rialto, CA 92376\

with a copy to:                 Burke, Williams & Sorensen, LLP  
  Attn: Eric S. Vail, City Attorney  
  1770 Iowa Avenue, Suite 240  
  Riverside, CA 92507

in the case of Contractor, to:   Parkhouse Tire, Inc.  
  Attn: Brian Parkhouse  
  13655 Santa Ana Avenue  
  Fontana, CA 92337

## **6.5 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

## **6.6 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

## **6.7 Integration; Amendment.**

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement, except for documents expressly incorporated in the exhibits of this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

## **6.8 Severability.**

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

## **6.9 Waiver.**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **6.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or be made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

**6.11 Governing Law.**

This Agreement in all respects shall be governed by, and construed in accordance with, the laws of the State of California. Any dispute arising herein shall be resolved in a court of law in the County of San Bernardino, California.

**6.12 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**6.13 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into this Agreement as of the date first written above.

**CITY:**

**CITY OF RIALTO, a municipal corporation**

By: \_\_\_\_\_  
Marcus Fuller, City Manager

**CONTRACTOR:**

**PARKHOUSE TIRE, INC**

By: \_\_\_\_\_  
Signature

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Eric S. Vail, City Attorney

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**\*\*Two signatures are required if a corporation\*\***

**EXHIBIT "A"**

**SCOPE OF WORK**

[on following pages]

## GENERAL SPECIFICATIONS

1. Vendor Minimum Qualifications
  - i. Vendor shall be regularly and continuously engaged in the business of providing tires and tire services to other municipalities for at least five (5) years.
  - ii. Contractor shall be authorized dealers, jobbers, warehouse retailers, or warehouse distributors for approved tires brands. In addition, they must carry sufficient stock or have immediate access to such tires as to satisfactory furnish the City with all of its requirements.
  - iii. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this request.
  - iv. Special License and Permits - The vendor shall have and maintain all valid licenses and permits as required by the State of California and the City of Rialto to conduct business as described in this RFB Document.
2. Personnel Requirements
  - i. The vendor shall provide personnel fully trained in all phases of work requested and with all brands and models of vehicles and equipment used by the City.
  - ii. The vendor shall assign a supervisor/account manager working regular hours for the duration of this contract. The supervisor/account manager shall be capable of communicating effectively both in written and verbal English. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
  - iii. Contractor's account manager shall be familiar with City requirements and standards and work to ensure that established standards are adhered to.
3. Project Inspections - Upon request, the vendor or his representative will inspect the vehicle and/or equipment with the City representative, or the City Personnel, for the purpose of determining compliance with the specifications or to discuss required work. The vendor's representative shall be authorized to sign documents and implement changes to the job.
4. Product Testing - The City reserves the right to request and test equipment/products and services and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the City, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.
5. Safety - Vendor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government law or City Risk Management standards.

6. Protection of Vehicles and Equipment - The vendor shall exercise due care in protecting from damage all City-owned vehicles, vehicle accessories, and equipment both attached to and contained within the City's vehicles. Any damage to City property deemed to be caused by the vendor's negligence shall be corrected or paid for by the vendor at no cost to the City. If the City requests or directs the vendor to perform work on a specific vehicle, it will be the vendor's responsibility to verify and locate any potential issues, i.e., damaged exterior parts or windshields. This specification does not release the vendor of the responsibility for taking reasonable precaution when working on City vehicles. Any damage or problems shall be reported immediately to the City.
7. Negligence - Any damage to the City's property which has been determined to be due to the vendor's negligence shall be corrected at no additional cost to the City. Vehicle, vehicle accessory and equipment damage attributable to improper care by the vendor shall be corrected by the vendor at no additional cost to the City.
8. Pricing submitted shall be consistent with current government pricing.
9. New Current Model Goods - Proposals submitted shall be for new, current model products and services.
10. Alterations - CONTRACTOR shall not have the right to install equipment or make any minor alterations to any CITY-owned vehicles or equipment without prior written consent of CITY. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by CITY.
11. Repossession - In the event of termination of Agreement, CITY shall have the right to take immediate possession of all CITY-provided equipment, vehicles and other assets that may be in the CONTRACTOR'S possession.
12. Indicate the **manufacturer's name and part number/product number**. Do not list your internal part number.
13. Minimum Order Requirements - The City does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation purposes only and may not reflect the actual quantity required during the duration of the contract.
14. Technical and Descriptive Literature - Bidders shall provide upon request the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
15. **Specification of Manufacturer/Brand** - All tires shall be the specific brand listed on the bid schedule. No other brands shall be considered, due to the City's desire to standardize in order to minimize the amount of parts inventories and training required to service and maintain the City's fleet of vehicles.

## 16. Warranty

- i. The Bidder warrants that all products, equipment, products, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty that includes materials and labor.
  - ii. Dealer/Distributors/Re-sellers/Retailers agree to assist the City in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the dealer's or contractor's warranty will be passed on to the City.
  - iii. Upon notice by the City, Contractor/Supplier will promptly repair or replace without charge any tire or tube delivered on orders placed that is found not to comply with the specifications or to be defective in construction.
17. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the City.
18. Bidder's Warrants - The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFB including any specifications or standards. In addition, Bidder warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

## 19. Pricing

- i. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFB.
- ii. Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.
- iii. Price quotes shall include any and all payment incentives available to the City.
- iv. Any delivery charge must be included in the cost per item price. Additional charges not agreed to in advance by the City will not be allowed.

- v. The per item costs, as bid, will apply to any item of identified and added during the term of the Contract.
- vi. Contract Renewal: The Contract may be extended by the City for up to four (4) consecutive one (1) year option renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.
- vii. The discounted percentage noted will remain the same with each contract renewal.

## 20. Additions/Deletions to Specifications

- i. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the City's fleet of vehicles without notice to the vendor.
- ii. The Bidder agrees to accept any and all vehicles or items of equipment added to the City's Vehicle Fleet at the cost per vehicle during the course of this contract.
- iii. The per vehicle, item or task costs, as bid, will apply to any vehicle or item of equipment added during the term of the Contract.

## 21. Delivery/Shipment

- i. All pricing shall be FOB destination at the City of Rialto, Fleet Division, located at 245 South Willow Avenue, Rialto, CA 92376
- ii. Shipping and delivery charges shall be built into unit costs for all items quoted.
- iii. The awarded Contractor/Supplier shall insure the product(s) for all risk of loss or damage. The awarded Contractor/Supplier shall retain title and control of goods until they are delivered and the contract coverage has been completed.

- iv. All deliveries shall be completed during the following business hours and days: 7:00 a.m. - 3:00 p.m., Monday through Friday, excluding weekends and City holidays.
- v. The City will provide no assistance or equipment for unloading or handling of products/materials and the Contractor must notify his truckers or delivery firms accordingly.
- vi. Primary delivery location is: City of Rialto, Fleet Services, 245 South Willow Avenue, Rialto, CA 92376
- vii. Contractor agrees to maintain an adequate inventory or ability to quick source all tires within twenty-four (24) hours. Out-of-stock, but not back ordered, tires shall be delivered within forty-eight (48) hours.
- viii. The City, at its discretion, may pick-up awarded bid items from the successful Contractor's local outlet and warehouse at any time on an as-needed basis.
- ix. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the City, will be paid by the City unless expressly included and itemized in the bid.
- x. All prices are to be Free On Board ("F.O.B.") Destination.

22. Late Delivery/Back Orders Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Contractor to notify the City in writing of any backorders and advise them of expected or projected delivery date. In the event any order that will take more than 10 days past the initial original order request date, the City shall so advise Contractor and may proceed with the following options:

- i. Allow the awarded Contractor to substitute a tire if it meets the same minimum specification requirements of the backordered tire(s) at the same bid price or less.
- ii. Procure the tire(s) from alternative source based on the manufacturer list price discount stated in Section II.
- iii. Cancel the tire order request
- iv. **Note: Continuous failure or inability to meet delivery requirements requested by the City on all awarded items shall be sufficient cause for termination of the contract. All delays in delivery due to tire manufacturer production run schedule and/or factory shut downs must**

**be provided in writing and signed by authorized manufacturer representative on the tire manufacturer's letterhead. The letter must state the tire brand, product number and series number affected by the delivery delays.**

23. Product Discontinuance/Substitution

- i. Written notification is required to the City's Fleet Division on any and all notice(s) of discontinue or substitution of product. **No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the City.**
- ii. In the event that a manufacturer discontinues a product and/or model, the City may allow the successful Contractor/Supplier to provide a substitute for the discontinued item or may cancel the contract item. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the City:
  1. Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.
  2. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.
  3. Documentation from the manufacturer that the product or model has been discontinued. Documentation that names the replacement product or model.

**TECHNICAL SPECIFICATIONS - TIRES**

1. Tires for passenger vehicles, Sport Utility Vehicles (SUVs), light trucks, medium trucks shall be installed by the City's Fleet Division staff.
2. Tires for heavy duty trucks, Fire engines and apparatuses and off-road equipment (such as tractors, backhoes, loaders and graders) are to be installed by the vendor.
3. All tires furnished under this contract must be "new" and unused. Only manufacturer current production items should be proposed.
4. All tires listed are examples of the sizes, load range, and speed rating needed by the City. The quantities shown are an estimate only of what may be purchased during the contract period and will be ordered on an as-needed basis. **The City makes no**

**guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

5. **Manufacturers' price lists.** The price list and/or catalog (hard or electronic copy) for each manufacturer must be provided within two (2) City of Rialto business days of request. The list provided must include the "SKU number" for each item being provided.
6. All tires shall be first line, equal to or exceeding Original Equipment Manufacturer (OEM) quality.
7. All tires furnished under this contract shall be all season tires unless otherwise stated.
8. All tires shall be in accordance with applicable state and federal regulations and requirements in every respect, including construction, materials, test and markings.
  - i) Tire markings shall include name of manufacturer, brand name, order/part number (if any), size of the tire, and the tread wear, traction and temperature rating, where applicable.
  - ii) Tube markings shall include manufacturer, brand name and size of the tube. Only those tires having current tread design and width will be accepted.
9. All tires will be of Nylon or other fabric construction unless otherwise specified.
10. Discontinued tread designs, undesirable tread width, thickness, or any other condition specified by the City as unacceptable will not be considered.
11. **Any deviations to the bid specifications found unacceptable by the City of Rialto may result in rejection of the Bidder's Proposal.**
12. Tire Categories and Types
  - i. **Pursuit and Performance Tires** - tires for police and other pursuit vehicles and for other high speed, performance vehicles.
    1. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.
    2. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics.
    3. Contractor shall provide certification to the City upon delivery that such tires meet such certifications and all laboratory test and size requirements of

Federal Standards MVSS 109 and shall ensure that the tires are marked with the Department of Transportation ("DOT") compliance symbol.

- ii. **Automobile/Passenger Vehicles:** These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size.
  - 1. Common applications for these types of tires would be passenger cars and mini vans. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.
- iii. **Light Duty Trucks Radial and Bias:** These tires can usually be identified by the letters "LT" at the beginning of the tire size.
  - 1. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.
  - 2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.
- iv. **Medium Commercial/Heavy Duty Trucks:** These tires do not have a letter at the beginning of the tire size.
  - 1. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.
  - 2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.
- v. **Off Road OTR Radial and OTR Bias:**
  - 1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.
- vi. **Farm/Agriculture/Industrial:**
  - 1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.
- vii. **Specialty Tires:** Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, industrial, and aviation tires.

1. Special tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

## **TECHNICAL SPECIFICATIONS – ROADSIDE SERVICE**

1. Emergency Services / Roadside Assistance Contractors shall:
  - a. Provide emergency services and roadside assistance for large equipment (such as loaders, graders and backhoes), trucks and Fire apparatuses. Services to include, but are not limited to, flat tire repair/replacement and towing vehicle or equipment to City approved repair facility.
  - b. Roadside service for tire replacement shall include all necessary parts, including but not limited to, valves, stems, cores and caps.
  - c. At a minimum, Contractor shall respond to any location within twenty miles of City limits.
  - d. Contractor shall **respond** to a service call anywhere within the City within one (1) hour of notification.
  - e. Contractor shall provide emergency road and off road tire repairs twenty-four (24) hours, seven (7) days a week, as requested by the City.
  - f. Contractor shall be able to provide emergency or roadside service either with a mobile service or at the Contractor's facility for all tire rim sizes above 19.5. Generally rim sizes below 19.5 are replaced in house by City staff.
  - g. Contractor shall make available to the City, a telephone number where Contractor can be reached twenty-four (24) hours a day, seven (7) days a week, in case of an emergency.
  - h. Emergency road repairs shall be **completed** within three (3) hours of notification to Contractor of such request.
  - i. Service Report - Contractor shall provide a report itemizing the goods and/or services provided within 72 hours of completion of work performed.

**EXHIBIT “B”**

**RFB NO. 21-022**

[on following pages]

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

[on following pages]

<b>Tires</b>		
<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>UNIT PRICING</b>
01-4.80-12	4.80-12 TRAILER TIRE	\$33.64
1.75 -80-13	175-80-13 TRAILER TIRE	\$55.72
01-205-65-15	205-65-15 FIRESTONE FIREHAWKS	\$70.44
01-205-65-15	205-65-15	\$70.44
01-215-70-15	215-70-15	\$85.57
01-215-75-15	215-75-15	\$84.55
01-235-70-16	235-70-16 FIRESTONE DESTINATION LE	\$103.24
01-235-85-16	235-85-16 FIRESTONE TRANS FORCE	\$112.41
01-245-75-16	245-75-R16 FIRESTONE TRANSFORCE	\$107.52
01-215-60-17	215-60-17	\$85.53
01-235-55-17	235-55-17 FIRESTONE FIREHAWKS PURSUIT	\$105.38
01-235-60-17	235-60-17 PASSENGER TIRE	\$78.29
01-235-70-17	235-70-17 FIRESTONE DESTINATIONS	\$98.80
01-245-75-17	245-75-R17 FIRESTONE TRANSFORCE HT	\$114.67
01-265-70-17	265-70-17 FIRESTONE TRANSFORCE HT	\$127.07
01-275-60-17	275-60-17	\$105.38
01-225-70-R19.5	225-70-R19.5	\$212.43
N/A	205-75-R14 C MILESTAR/FREESTAR	\$60.24
N/A	225-75-R15 D NAN M/S ,108 TL H	\$76.16
N/A	11-R22.5 H BST R250ED SWP	\$290.49
N/A	12-R22.5 H MIC XZE	\$619.60
N/A	225-70-R19.5 G CONT HSR	\$212.43

<b>TIRES AND INSTALLATION Installation at Vendor's Facility</b>		
<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
N/A	225/70R19.5 G	\$239.43
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	\$841.44
N/A	11-R22.5 H MIC XDE N/S	\$486.00
N/A	12-R22.5 H MIC XZE	\$651.60
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	\$841.44
N/A	11-R22.5 H MIC XDE N/S	\$486.00
N/A	12-R22.5 H MIC XZE	\$651.60
N/A	22.5X12.25	\$512.80
N/A	11R22.5 H MIC	\$514.00

<b>TIRES AND INSTALLATION Installation at City Facility</b>		
<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
N/A	225/70R19.5 G	\$245.99
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	\$848.00
N/A	11-R22.5 H MIC XDE N/S	\$492.56
N/A	12-R22.5 H MIC XZE	\$658.16
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	\$848.00
N/A	11-R22.5 H MIC XDE N/S	\$492.56
N/A	12-R22.5 H MIC XZE	\$658.16
N/A	22.5X12.25	\$516.85
N/A	11R22.5 H MIC	\$520.56

<b>ROADSIDE SERVICE CHARGES</b>		
<b>Category 1</b>		
<b>For Sport Utility Vehicles (SUV), Passenger Vehicles or Light Trucks (1/2 ton to 3/4 ton)</b>		
A	On site labor charge	\$89.50 per hour
B	Dismount/Mount labor charge	\$
C	Flat repairs labor charge	\$
D	Parts charges	\$
E	Valve stems	\$4.08

F	Flat repair supplies	\$6.50
G	Shop supplies charges	\$
H	Tire disposal fee	\$5.00
I	State recycle fees	\$1.75
	(List any additional charges below)	
J	Fuel Surcharge	\$10.00
K		\$
	<b>Total Per Call</b>	\$116.83

**ROADSIDE SERVICE CHARGES**

**Category 2**  
**For Ambulances, Dump Bed Trucks or Medium Trucks (1 ton to 1 1/2 ton)**

A	On site labor charge	\$89.50 per hour
B	Dismount/Mount labor charge	\$
C	Flat repairs labor charge	\$
D	Parts charges	\$
E	Valve stems	\$4.08
F	Flat repair supplies	\$6.50
G	Shop supplies charges	\$
H	Tire disposal fee	\$10.00
I	State recycle fees	\$1.75
	(List any additional charges below)	
J	Fuel Surcharge	\$10.00
K		\$
I		\$
	<b>Total Per Call</b>	<b>\$121.83</b>

<b>ROADSIDE SERVICE CHARGES</b>		
<b><u>Category 3</u></b>		
<b>For Fire Engines and Apparatuses</b>		
A	On site labor charge	\$89.50 per hour
B	Dismount/Mount labor charge	\$
C	Flat repairs labor charge	\$
D	Parts charges	\$
E	Valve stems	\$10.00
F	Flat repair supplies	\$6.50
G	Shop supplies charges	\$
H	Tire disposal fee	\$10.00
I	State recycle fees	\$1.75
	(List any additional charges below)	
J	Fuel Surcharge	\$10.00
K		\$
I		\$
	<b>Total Per Call</b>	<b>\$127.75</b>

<b>ROADSIDE SERVICE CHARGES</b>		
<b>Category 4</b>		
<b>For Off-Road Equipment</b>		
<b>(Tractors, Backhoes, Loaders and Graders)</b>		
A	On site labor charge	\$95.00 per hour, 2 hour minimum
B	Dismount/Mount labor charge	\$
C	Flat repairs labor charge	\$
D	Parts charges	\$10.82 (o-ring)
E	Valve stems	\$12.00
F	Flat repair supplies	\$15.00
G	Shop supplies charges	\$
H	Tire disposal fee	\$32.00
I	State recycle fees	\$1.75
	(List any additional charges below)	
J	Fuel Surcharge	\$10.00
K		\$
I		\$
	<b>Total Per Call</b>	<b>\$271.57</b>

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Pricing for emergency roadside service outside of the twenty (20) miles from City of Rialto city limits area.

Labor rates are calculated per hour portal to portal. Additional \$1.00 per mile is excess of 20 miles.

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