



Amendment No. 4
to
Contract No. GA140000081
for
Tires and Tubes
between
Southern Tire Mart, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2019, to July 1, 2020. Zero options remain.
- 2.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00
Amendment No. 2: Option 2 07/02/18 – 07/01/19	\$1,615,221.00	\$8,076,105.00
Amendment No. 3: Name Change 07/03/2019	\$0.00	\$8,076,105.00
Amendment No. 4: Option 3 07/02/19 – 07/01/20	\$1,615,221.00	\$9,691,326.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Printed Name:

Authorized Representative

Southern Tire Mart, LLC
800 Highway 98
Colombia, MS 39429
Richard.conwill@stmtires.com
877-786-4681

Signature: eadu 7.11.19

Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office



Amendment No. 4
to
Contract No. GA140000081
for
Tires and Tubes
between
Kando Partners dba Klingemann Car Care Center
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2019, to July 1, 2020. Zero options remain.
- 2.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Price Adjustment Line #13 06/30/16	\$0.00	\$4,845,663.00
Amendment No. 2: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00
Amendment No. 3: Option 2 07/02/18 – 07/01/19	\$1,615,221.00	\$8,076,105.00
Amendment No. 4: Option 3 07/02/19 – 07/01/20	\$1,615,221.00	\$9,691,326.00

- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Printed Name: _____

Authorized Representative

Kando Partners dba Klingemann Car Care Center
5635 Hwy 290 W
Austin, TX 78735
Raymond Klingemann
Klingemann1@klingemanncarcare.com
512-892-3737

Signature: _____

Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office



Amendment No. 3
to
Contract No. GA140000081
for
Tires and Tubes
between
Youngblood Automotive & Tire, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2019, to July 1, 2020. Zero options remain.
- 2.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00
Amendment No. 2: Option 2 07/02/18 – 07/01/19	\$1,615,221.00	\$8,076,105.00
Amendment No. 3: Option 3 07/02/19 – 07/01/20	\$1,615,221.00	\$9,691,326.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name:

Authorized Representative

Brian Dear

Signature:

Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Youngblood Automotive & Tire, LLC
375 Louis Henna West
Austin, TX 78728
Brian Dear
bdear@youngbloodtx.com
512-719-5700



Amendment No. 3
to
Contract No. GA140000081
for
Tires and Tubes
between
Kando Partners dba Klingemann Car Care Center
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2018, to July 1, 2019. One option remains.
- 2.0 The City hereby grants the vendor requested specific line item rate changes. Pricing on affected line items only will be adjusted as shown in Table 2.0 below (Note: multipliers are rounded, new prices are accurate). Effective date of this change is July 2, 2018.

Description	Current Price	New Price
TIRE LT245/75R17 TRANSFORCE	\$125.96	\$128.61
TIRE P235/70R16 DESTINATION	\$120.75	\$119.33
TIRE LT245/75R16 TRANSFORCE	\$120.68	\$120.58

TABLE 2.0

- 3.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Price Adjustment Line #13 06/30/16	\$0.00	\$4,845,663.00
Amendment No. 2: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00
Amendment No. 3: Option 2 07/02/18 – 07/01/19	\$1,615,221.00	\$8,076,105.00

- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

X Signature: 

Printed Name:
Authorized Representative

Kando Partners dba Klingemann Car Care Center
5635 Hwy 290 W
Austin, TX 78735
Raymond Klingemann
Klingemann1@klingemanncarcare.com
512-892-3737

Signature:  6/27/18

Danielle Lord, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 2
to
Contract No. GA140000081
for
Tires and Tubes
between
Youngblood Automotive & Tire, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2018, to July 1, 2019. One option remains.
- 2.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00
Amendment No. 2: Option 2 07/02/18 – 07/01/19	\$1,615,221.00	\$8,076,105.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Printed Name: Brian Dear
Authorized Representative

Youngblood Automotive & Tire, LLC
375 Louis Henna West
Austin, TX 78728
Brian Dear
bdear@youngbloodtx.com
512-719-5700

Signature: 

Danielle Lord, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 2
to
Contract No. GA140000081
for
Tires and Tubes
between
Bridgestone Americas Tire Operations, LLC
Dba GCR Tires & Service
Dba GCR Tire Centers
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2018, to July 1, 2019. One option remains.
- 2.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension option period. The total Contract authorization is recapped below:

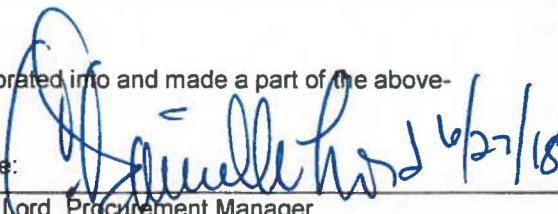
Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00
Amendment No. 2: Option 2 07/02/17 – 07/01/18	\$1,615,221.00	\$8,076,105.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 
Printed Name: Gary Neese
Authorized Representative

Bridgestone Americas Tire Operations, LLC
2939 W. Pecan St.
Pflugerville, TX 78660
Gary Neese
Gary.neese@gcrtires.com
512-251-7551

Signature: 
Danielle Lord, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. GA140000081
for
Tires and Tubes
between
Youngblood Automotive & Tire, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2017, to July 1, 2018. Two options remain.
- 2.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Printed Name: Brian Dear
Authorized Representative

Youngblood Automotive & Tire, LLC
375 Louis Henna West
Austin, TX 78728
Brian Dear
bdear@youngbloodtx.com
512-719-5700

Signature: _____

Danielle Lord
Danielle Lord, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. GA140000081
for
Tires and Tubes
between
Bridgestone Americas Tire Operations, LLC
Dba GCR Tires & Service
Dba GCR Tire Centers
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2017, to July 1, 2018. Two options remain.
- 2.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name: GARY NEESE
Authorized Representative

Bridgestone Americas Tire Operations, LLC
2939 W. Pecan St.
Pflugerville, TX 78660
Gary Neese
Gary.neese@gcrtires.com
512-251-7551

Signature

Danielle Lord 6/30/17
Danielle Lord, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 2
to
Contract No. GA140000081
for
Tires and Tubes
between
Kando Partners dba Klingemann Car Care Center
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 2, 2017, to July 1, 2018. Two options remain.
- 2.0 The City hereby grants the vendor requested specific line item rate changes. Pricing on affected line items only will be adjusted as shown in Table 2.0 below (Note: multipliers are rounded, new prices are accurate). Effective date of this change is July 2, 2017.

Line item #	Description	Current Price	Multiplier	New Price
4	TIRE LT225/75R16 ALL TERRAIN	\$112.34	5.831	\$118.89
15	TIRE LT235/80R17 E (10PLY)	\$116.84	5.769	\$123.58
16	TIRE 950R16.5 HWY	\$114.02	5.815	\$120.65
18	TIRE LT275/65R18 HWY E (10PLY)	\$143.69	5.442	\$151.51
24	TIRE P215/75R15 S_R passenger	\$82.71	2.418	\$84.71
35	LT245/75R16 ALL TERRAIN (10PLY)	\$113.94	5.828	\$120.68
37	TIRE LT235/85R16 AT E (10PLY)	\$117.96	5.756	\$124.75
40	TIRE P255/70R16 HWY XL, R	\$112.11	1.784	\$114.11
45	TIRE P225/70R15 HWY R-S (SR)	\$85.98	6.455	\$91.53
46	TIRE LT235/75R15 HWY C (6PLY)	\$101.67	1.967	\$103.67
47	TIRE LT245/75R17HT	\$119.12	5.742	\$125.96
49	TIRE P235/70R17 XL, R (SR)	\$99.92	6.105	\$106.02
51	TIRE NEW LT265/70R17HWY	\$132.18	5.583	\$139.56
52	TIRE LT225/75R16 HWY (10PLY)	\$109.53	5.907	\$116.00
53	TIRE P245/70R16 XL R-S (SR)	\$99.78	2.004	\$101.78
54	LT245/75R17ALLTERRAIN E(10PLY)	\$122.66	5.691	\$129.64
56	TIRE P235/70R16 XL (S-R)	\$101.34	6.069	\$107.49
58	TIRE P215/60R16 S-H (SR)	\$72.77	-0.302	\$72.55
60	TIRE LT235/85R16 HWY E (10PLY)	\$112.80	5.842	\$119.39
67	TIRE LT245/75R16 HWY E (10PLY)	\$108.11	5.911	\$114.50

TABLE 2.0

- 3.0 The total Contract amount is increased by \$1,615,221.00 each and combined by this extension period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/02/14 – 07/01/17	\$4,845,663.00	\$4,845,663.00
Amendment No. 1: Price Adjustment Line #13 06/30/16	\$0.00	\$4,845,663.00
Amendment No. 2: Option 1 07/02/17 – 07/01/18	\$1,615,221.00	\$6,460,884.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Printed Name:
Authorized Representative

Kando Partners dba Klingemann Car Care Center
5635 Hwy 290 W
Austin, TX 78735
Raymond Klingemann
Klingemann1@klingemanncarcare.com
512-892-3737

Signature: 

Danielle Lord, Procurement Manager
City of Austin
Purchasing Office



Amendment No.1
Of
Contract No. GA140000081
For
Tires and Tubes
Between
Kando Partners dba Klingemann Car Care Center
And The
City of Austin

- 1.0 The City hereby accepts the price increase for the Contract Line Item No. 13, Tire P235/70R16 AT XL (S-R), manufacturer's part number 26767. This Line Item unit price is hereby adjusted from \$112.75 per item to \$120.75 per item, based on the manufacturer's price agreement increase from \$114.75 per item to \$122.75 per item. This price adjustment is in accordance with Paragraph 20. of the Contract's Section 0400.
- 2.0 The total contract amount is increased by \$0. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/16/2014 – 06/15/2017	\$4,845,663.00 each and combined	\$4,845,663.00 each and combined
Amendment No. 1: Price Adjustment Line Item No. 13 on 06/30/2016	\$0.00	\$4,845,663.00 each and combined

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date

 6-30-16

Printed Name RAYMOND KLINGEMANN
Authorized Representative

Kando Partners dba Klingemann Car Care Center
5635 Hwy 290 W
Austin, TX 78735

Signature & Date

 6/30/16

Printed Name Stephen T. Adair
Authorized Representative

City of Austin
Purchasing Office

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Bridgestone Americans, Inc. dba GCR Tire Centers will provide Bridgestone tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
11	TIRE P195/65R15 HIGHWAY	GCR Tire Centers
12	TIRE P215/70R15 HIGHWAY	GCR Tire Centers
14	TIRE LT225/75R16 STEEL 10PLY	GCR Tire Centers
19	TIRE 11R24.5 HWY H (16PLY)	GCR Tire Centers
20	TIRE 295/75R225HT	GCR Tire Centers
22	11R245 DRIVE 16PLY H	GCR Tire Centers
26	OTR 20.5R25 L3 TREAD 1*	GCR Tire Centers
29	TIRE 10R22.5 HWY G (14PLY)	GCR Tire Centers
33	455/55R225 Truck X ONE XZUS-2	GCR Tire Centers
44	TIRE 245/70R19.5 H (16 PLY)	GCR Tire Centers
57	TIRE 215/75R17.5 HT H (16PLY)	GCR Tire Centers
61	TIRE 255/70R225 HWAY H (16PLY)	GCR Tire Centers
63	TIRE 12R22.5 HWY H (16PLY)	GCR Tire Centers
65	TIRE 225/70R19.5 HWAY G (14PLY)	GCR Tire Centers
66	TIRE 11R22.5 HWY H (16PLY)	GCR Tire Centers

1.6.2 Kando Partners dba Klingemann American Car Care Center will provide Firestone and Goodyear tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
4	TIRE LT225/75R16 ALL TERRAIN	Kando Partners
6	TIRE P235/75R15 AT 6PLY	Kando Partners
9	TIRE P255/65R17 Highway	Kando Partners
10	PASSENGER TIRE 225/65R17 XL	Kando Partners
13	TIRE P235/70R16 AT XL (S-R)	Kando Partners
15	TIRE LT235/80R17 E (10PLY)	Kando Partners
16	TIRE 950R16.5 HWY	Kando Partners
18	TIRE LT275/65R18 HWY E (10PLY)	Kando Partners
24	TIRE P215/75R15 S_R passenger	Kando Partners
25	PASSENGER 235/75R17 HT S_R	Kando Partners
28	TIRE P175/65R14 passenger	Kando Partners
31	TIRE LT265/75R16 HWY E (10PLY)	Kando Partners
32	TIRE LT275/70R18HT	Kando Partners
34	LT245/75R16 ALL TERRAIN (10PLY)	Kando Partners
37	TIRE LT235/85R16 AT E (10PLY)	Kando Partners
38	TIRE P205/65R15 S-H (SR)	Kando Partners
40	TIRE P255/70R16 HWY XL, R	Kando Partners

45	TIRE P225/70R15 HWY R-S (SR)	Kando Partners
46	TIRE LT235/75R15 HWY C (6PLY)	Kando Partners
47	TIRE LT245/75R17HT	Kando Partners
48	TIRE P185/65R15 S-H (SR)	Kando Partners
49	TIRE P235/70R17 XL R (SR)	Kando Partners
51	TIRE NEW LT265/70R17HWY	Kando Partners
52	TIRE LT225/75R16 HWY (10PLY)	Kando Partners
53	TIRE P245/70R16 XL R-S (SR)	Kando Partners
54	LT245/75R17ALLTERRAIN E(10PLY)	Kando Partners
55	TIRE 11R22.5 AGGRESSIVE/DRIVE	Kando Partners
56	TIRE P235/70R16 XL (S-R)	Kando Partners
58	TIRE P215/60R16 S-H (SR)	Kando Partners
60	TIRE LT235/85R16 HWY E (10PLY)	Kando Partners
64	TIRE 225/70R19.5AT MSPN 00691	Kando Partners
67	TIRE LT245/75R16 HWY E (10PLY)	Kando Partners

- 1.6.3 Youngblood Automotive & Tire will provide OTR tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
2	TIRE 19.5L-24 BACKHOE 12PLY	Youngblood Automotive & Tire
3	TIRE 21L24	Youngblood Automotive & Tire
7	TIRE 145/75X16.1 (10PLY) F3	Youngblood Automotive & Tire
8	TIRE 5.70X8 HLN R CT	Youngblood Automotive & Tire
17	TIRE 20X10X10	Youngblood Automotive & Tire
21	TIRE TURF ATV 24X1200X12	Youngblood Automotive & Tire
23	TIRE 25X13X9	Youngblood Automotive & Tire
27	TIRE 23X1050X12	Youngblood Automotive & Tire
30	TIRE 10R22.5 MUD	Youngblood Automotive & Tire
35	TIRE 18X650X8	Youngblood Automotive & Tire
36	TIRE 7.00X15 HWY D (8PLY)	Youngblood Automotive & Tire
41	TIRE ST225/75R15 E (10PLY)	Youngblood Automotive & Tire
42	TIRE ST205/75R14 C-D (6-8PLY)	Youngblood Automotive & Tire
43	12X165NHS TIRES (10-14PLY)	Youngblood Automotive & Tire
50	TIRE ST205/75R15 D-E (8-10PLY)	Youngblood Automotive & Tire
59	TIRE 750R16 14PLY	Youngblood Automotive & Tire

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

June 16, 2014

Bridgestone Americans, Inc. dba GCR Tire Centers
Mark Hill
2939 W. Pecan St.
Pflugerville, TX 78660

Dear Mr. Hill:

The City of Austin has approved the award and execution of a service contract with GCR Tire Centers, Kando Partners, and Youngblood Automotive & Tire for Highway and Off Road Tires and Tubes in accordance with solicitation JRD0009.

Responsible Department:	Fleet Services
Department Contact Person:	Matt Samaripa
Department Contact Email Address:	Matt.Samaripa@austintexas.gov 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-3527
Project Name:	Tires and Tubes
Contractor Name:	GCR Tire Centers
Contract Number:	GA140000081
Contract Period:	6/16/2014 – 6/15/2017
Contract Period Amount	\$4,845,663 each and combined
Extension Options:	Three 12-month options
Requisition Number:	7800 - 14021400206
Solicitation Number:	JRD0009
Agenda Item Number:	42
Council Approval Date:	6/12/2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this purchase, please contact the person referenced under Department Contact Person above.

Sincerely,

Jonathan Dalchau, Senior Buyer
Purchasing Office

CC: Matt Samaripa, Hazel Black



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

June 16, 2014

Kando Partners dba Klingemann Car Care Center
Raymond Klingemann
5635 Hwy 290 W
Austin, TX 78735

Dear Mr. Klingemann:

The City of Austin has approved the award and execution of a service contract with GCR Tire Centers, Kando Partners, and Youngblood Automotive & Tire for Highway and Off Road Tires and Tubes in accordance with solicitation JRD0009.

Responsible Department:	Fleet Services
Department Contact Person:	Matt Samaripa
Department Contact Email Address:	Matt.Samaripa@austintexas.gov 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-3527
Project Name:	Tires and Tubes
Contractor Name:	Kando Partners
Contract Number:	GA140000081
Contract Period:	6/16/2014 – 6/15/2017
Contract Period Amount	\$4,845,663 each and combined
Extension Options:	Three 12-month options
Requisition Number:	7800 - 14021400206
Solicitation Number:	JRD0009
Agenda Item Number:	42
Council Approval Date:	6/12/2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this purchase, please contact the person referenced under Department Contact Person above.

Sincerely,

Jonathan Dalchau, Senior Buyer
Purchasing Office

CC: Matt Samaripa, Hazel Black



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

June 16, 2014

Youngblood Automotive & Tire, LLC
Brian Dear
375 Louis Henna West
Austin, TX 78728

Dear Mr. Dear:

The City of Austin has approved the award and execution of a service contract with GCR Tire Centers, Kando Partners, and Youngblood Automotive & Tire for Highway and Off Road Tires and Tubes in accordance with solicitation JRD0009.

Responsible Department:	Fleet Services
Department Contact Person:	Matt Samaripa
Department Contact Email Address:	Matt.Samaripa@austintexas.gov 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-3527
Project Name:	Tires and Tubes
Contractor Name:	Youngblood Automotive
Contract Number:	GA140000081
Contract Period:	6/16/2014 – 6/15/2017
Contract Period Amount	\$4,845,663 each and combined
Extension Options:	Three 12-month options
Requisition Number:	7800 - 14021400206
Solicitation Number:	JRD0009
Agenda Item Number:	42
Council Approval Date:	6/12/2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this purchase, please contact the person referenced under Department Contact Person above.

Sincerely,

Jonathan Dalchau, Senior Buyer
Purchasing Office

CC: Matt Samaripa, Hazel Black

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Bridgestone Americas Tire Operations, LLC dba GCR Tires & Service dba GCR Tire Centers
("Contractor")
for
Highway and Off Road Tires and Tubes
G#A140000081

JRD
7/2/14

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Bridgestone Americas Tire Operations, LLC dba GCR Tires & Service dba GCR Tire Centers having offices at Austin, TX 78722 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JRD0009 Highway and Off Road Tires and Tubes.

- 1.1 **This Contract is composed of the following documents:**
- 1.1.1 This Contract
 - 1.1.2 The City's Solicitation, Invitation for Bid (IFB), JRD0009 Highway and Off Road Tires and Tubes including all documents incorporated by reference
 - 1.1.3 Bridgestone Americas Tire Operations, LLC dba GCR Tires & Service dba GCR Tire Centers Offer, dated 3/25/2014, including subsequent clarifications
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
- 1.2.1 This Contract
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractors' Offers as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractors and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Compensation.** The Contractors shall be paid a total Not-to-Exceed amount of \$4,845,663 each and combined for the initial Contract term and \$1,615,221 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The form Section 0835: Non-Resident Bidder Provisions attached as Exhibit A indicating Bridgestone Americas Tire Operations, LLC dba GCR Tires & Service as a Non-Resident Bidder will replace the form submitted with the solicitation proposal dated 3/25/2014.

1.6.2 Bridgestone Americans, Inc. dba GCR Tire Centers will provide Bridgestone tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
11	TIRE P195/65R15 HIGHWAY	GCR Tire Centers
12	TIRE P215/70R15 HIGHWAY	GCR Tire Centers
14	TIRE LT225/75R16 STEEL 10PLY	GCR Tire Centers
19	TIRE 11R24.5 HWY H (16PLY)	GCR Tire Centers
20	TIRE 295/75R225HT	GCR Tire Centers
22	11R245 DRIVE 16PLY H	GCR Tire Centers
26	OTR 20.5R25 L3 TREAD 1*	GCR Tire Centers
29	TIRE 10R22.5 HWY G (14PLY)	GCR Tire Centers
33	455/55R225 Truck X ONE XZUS-2	GCR Tire Centers
44	TIRE 245/70R19.5 H (16 PLY)	GCR Tire Centers
57	TIRE 215/75R17.5 HT H (16PLY)	GCR Tire Centers
61	TIRE 255/70R225 HWAY H (16PLY)	GCR Tire Centers
63	TIRE 12R22.5 HWY H (16PLY)	GCR Tire Centers
65	TIRE 225/70R19.5 HWAY G (14PLY)	GCR Tire Centers
66	TIRE 11R22.5 HWY H (16PLY)	GCR Tire Centers

1.6.3 Kando Partners dba Klingemann American Car Care Center will provide Firestone and Goodyear tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
4	TIRE LT225/75R16 ALL TERRAIN	Kando Partners
6	TIRE P235/75R15 AT 6PLY	Kando Partners
9	TIRE P255/65R17 Highway	Kando Partners
10	PASSENGER TIRE 225/65R17 XL	Kando Partners
13	TIRE P235/70R16 AT XL (S-R)	Kando Partners
15	TIRE LT235/80R17 E (10PLY)	Kando Partners
16	TIRE 950R16.5 HWY	Kando Partners
18	TIRE LT275/65R18 HWY E (10PLY)	Kando Partners
24	TIRE P215/75R15 S_R passenger	Kando Partners
25	PASSENGER 235/75R17 HT S_R	Kando Partners
28	TIRE P175/65R14 passenger	Kando Partners
31	TIRE LT265/75R16 HWY E (10PLY)	Kando Partners

32	TIRE LT275/70R18HT	Kando Partners
34	LT245/75R16 ALL TERRAIN (10PLY)	Kando Partners
37	TIRE LT235/85R16 AT E (10PLY)	Kando Partners
38	TIRE P205/65R15 S-H (SR)	Kando Partners
40	TIRE P255/70R16 HWY XL, R	Kando Partners
45	TIRE P225/70R15 HWY R-S (SR)	Kando Partners
46	TIRE LT235/75R15 HWY C (6PLY)	Kando Partners
47	TIRE LT245/75R17HT	Kando Partners
48	TIRE P185/65R15 S-H (SR)	Kando Partners
49	TIRE P235/70R17 XL, R (SR)	Kando Partners
51	TIRE NEW LT265/70R17HWY	Kando Partners
52	TIRE LT225/75R16 HWY (10PLY)	Kando Partners
53	TIRE P245/70R16 XL R-S (SR)	Kando Partners
54	LT245/75R17ALLTERRAIN E(10PLY)	Kando Partners
55	TIRE 11R22.5 AGGRESSIVE/DRIVE	Kando Partners
56	TIRE P235/70R16 XL (S-R)	Kando Partners
58	TIRE P215/60R16 S-H (SR)	Kando Partners
60	TIRE LT235/85R16 HWY E (10PLY)	Kando Partners
64	TIRE 225/70R19.5AT MSPN 00691	Kando Partners
67	TIRE LT245/75R16 HWY E (10PLY)	Kando Partners

- 1.6.4 Youngblood Automotive & Tire will provide OTR tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
2	TIRE 19.5L-24 BACKHOE 12PLY	Youngblood Automotive & Tire
3	TIRE 21L24	Youngblood Automotive & Tire
7	TIRE 145/75X16.1 (10PLY) F3	Youngblood Automotive & Tire
8	TIRE 5.70X8 HLNK CT	Youngblood Automotive & Tire
17	TIRE 20X10X10	Youngblood Automotive & Tire
21	TIRE TURF ATV 24X1200X12	Youngblood Automotive & Tire
23	TIRE 25X13X9	Youngblood Automotive & Tire
27	TIRE 23X1050X12	Youngblood Automotive & Tire
30	TIRE 10R22.5 MUD	Youngblood Automotive & Tire
35	TIRE 18X650X8	Youngblood Automotive & Tire
36	TIRE 7.00X15 HWY D (8PLY)	Youngblood Automotive & Tire
41	TIRE ST225/75R15 E (10PLY)	Youngblood Automotive & Tire
42	TIRE ST205/75R14 C-D (6-8PLY)	Youngblood Automotive & Tire
43	12X165NHS TIRES (10-14PLY)	Youngblood Automotive & Tire
50	TIRE ST205/75R15 D-E (8-10PLY)	Youngblood Automotive & Tire
59	TIRE 750R16 14PLY	Youngblood Automotive & Tire

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

- Bridgestone Americas Tire Operations, LLC
dba GCR Tires + Service

~~BRIDGESTONE AMERICAS TIRE~~
~~OPERATION~~

CITY OF AUSTIN

Doyle Bradford

Printed Name of Authorized Person

Doyle Bradford

Signature

VP Sales + Service

Title:

7/1/14

Date:

Yolanda Miller

Printed Name of Authorized Person

Y Miller

Signature

Deputy Purchasing Officer

Title:

7/2/14

Date:

Exhibit A

Section 0835: Non-Resident Bidder Provisions

Section 0835: Non-Resident Bidder Provisions

Company Name Bridgestone Americas Tire Operations, LLC dba GCR Tires & Service ("GCR")

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No** Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

** - While no Tennessee law requires that nonresident bids be a certain percentage under a resident bid, please note that Tennessee Code Annotated Section 12-4-121 provides that, goods offered by "Tennessee bidders" shall be given preference if "the cost to the state and quality are equal." Tennessee bidders include businesses that are incorporated in Tennessee, have a principal place of business in Tennessee or have an established physical presence in Tennessee.

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Kando Partners dba Klingemann Car Care Center ("Contractor")
for
Highway and Off Road Tires and Tubes
G HA140000081
JRD 7/2/14

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Kando Partners dba Klingemann Car Care Center having offices at Austin, TX 78735 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JRD0009 Highway and Off Road Tires and Tubes.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), JRD0009 Highway and Off Road Tires and Tubes including all documents incorporated by reference
- 1.1.3 Kando Partners dba Klingemann Car Care Center Offer, dated 3/25/2014, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractors' Offers as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractors and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractors shall be paid a total Not-to-Exceed amount of \$4,845,663 each and combined for the initial Contract term and \$1,615,221 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Bridgestone Americans, Inc. dba GCR Tire Centers will provide Bridgestone tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
11	TIRE P195/65R15 HIGHWAY	GCR Tire Centers
12	TIRE P215/70R15 HIGHWAY	GCR Tire Centers
14	TIRE LT225/75R16 STEEL 10PLY	GCR Tire Centers
19	TIRE 11R24.5 HWY H (16PLY)	GCR Tire Centers
20	TIRE 295/75R225HT	GCR Tire Centers
22	11R245 DRIVE 16PLY H	GCR Tire Centers
26	OTR 20.5R25 L3 TREAD 1*	GCR Tire Centers
29	TIRE 10R22.5 HWY G (14PLY)	GCR Tire Centers
33	455/55R225 Truck X ONE XZUS-2	GCR Tire Centers
44	TIRE 245/70R19.5 H (16 PLY)	GCR Tire Centers
57	TIRE 215/75R17.5 HT H (16PLY)	GCR Tire Centers
61	TIRE 255/70R225 HWAY H (16PLY)	GCR Tire Centers
63	TIRE 12R22.5 HWY H (16PLY)	GCR Tire Centers
65	TIRE 225/70R19.5 HWAY G (14PLY)	GCR Tire Centers
66	TIRE 11R22.5 HWY H (16PLY)	GCR Tire Centers

1.6.2 Kando Partners dba Klingemann American Car Care Center will provide Firestone and Goodyear tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
4	TIRE LT225/75R16 ALL TERRAIN	Kando Partners
6	TIRE P235/75R15 AT 6PLY	Kando Partners
9	TIRE P255/65R17 Highway	Kando Partners
10	PASSENGER TIRE 225/65R17 XL	Kando Partners
13	TIRE P235/70R16 AT XL (S-R)	Kando Partners
15	TIRE LT235/80R17 E (10PLY)	Kando Partners
16	TIRE 950R16.5 HWY	Kando Partners
18	TIRE LT275/65R18 HWY E (10PLY)	Kando Partners
24	TIRE P215/75R15 S_R passenger	Kando Partners
25	PASSENGER 235/75R17 HT S_R	Kando Partners
28	TIRE P175/65R14 passenger	Kando Partners
31	TIRE LT265/75R16 HWY E (10PLY)	Kando Partners
32	TIRE LT275/70R18HT	Kando Partners
34	LT245/75R16 ALL TERRAIN (10PLY)	Kando Partners
37	TIRE LT235/85R16 AT E (10PLY)	Kando Partners
38	TIRE P205/65R15 S-H (SR)	Kando Partners
40	TIRE P255/70R16 HWY XL, R	Kando Partners

45	TIRE P225/70R15 HWY R-S (SR)	Kando Partners
46	TIRE LT235/75R15 HWY C (6PLY)	Kando Partners
47	TIRE LT245/75R17HT	Kando Partners
48	TIRE P185/65R15 S-H (SR)	Kando Partners
49	TIRE P235/70R17 XL R (SR)	Kando Partners
51	TIRE NEW LT265/70R17HWY	Kando Partners
52	TIRE LT225/75R16 HWY (10PLY)	Kando Partners
53	TIRE P245/70R16 XL R-S (SR)	Kando Partners
54	LT245/75R17ALLTERRAIN E(10PLY)	Kando Partners
55	TIRE 11R22.5 AGGRESSIVE/DRIVE	Kando Partners
56	TIRE P235/70R16 XL (S-R)	Kando Partners
58	TIRE P215/60R16 S-H (SR)	Kando Partners
60	TIRE LT235/85R16 HWY E (10PLY)	Kando Partners
64	TIRE 225/70R19.5AT MSPN 00691	Kando Partners
67	TIRE LT245/75R16 HWY E (10PLY)	Kando Partners

- 1.6.3 Youngblood Automotive & Tire will provide OTR tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
2	TIRE 19.5L-24 BACKHOE 12PLY	Youngblood Automotive & Tire
3	TIRE 21L24	Youngblood Automotive & Tire
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8	TIRE 5.70X8 HLN R CT	Youngblood Automotive & Tire
17	TIRE 20X10X10	Youngblood Automotive & Tire
21	TIRE TURF ATV 24X1200X12	Youngblood Automotive & Tire
23	TIRE 25X13X9	Youngblood Automotive & Tire
27	TIRE 23X1050X12	Youngblood Automotive & Tire
30	TIRE 10R22.5 MUD	Youngblood Automotive & Tire
35	TIRE 18X650X8	Youngblood Automotive & Tire
36	TIRE 7.00X15 HWY D (8PLY)	Youngblood Automotive & Tire
41	TIRE ST225/75R15 E (10PLY)	Youngblood Automotive & Tire
42	TIRE ST205/75R14 C-D (6-8PLY)	Youngblood Automotive & Tire
43	12X165NHS TIRES (10-14PLY)	Youngblood Automotive & Tire
50	TIRE ST205/75R15 D-E (8-10PLY)	Youngblood Automotive & Tire
59	TIRE 750R16 14PLY	Youngblood Automotive & Tire

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

KANDO PARTNERS

RAYMOND KLINGEMANN

Printed Name of Authorized Person

Signature

Title:

Date:

Pres.

6-16-14

CITY OF AUSTIN

Yolanda Miller

Printed Name of Authorized Person

Signature

Deputy Purchasing Officer

Title:

Date:

Y. Miller

7/2/14

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Youngblood Automotive & Tire, LLC ("Contractor")
for**

Highway and Off Road Tires and Tubes

~~644~~A140000081

JRD-7/2/14

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Youngblood Automotive & Tire, LLC having offices at Austin, TX 78728 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JRD0009 Highway and Off Road Tires and Tubes.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), JRD0009 Highway and Off Road Tires and Tubes including all documents incorporated by reference
- 1.1.3 Youngblood Automotive & Tire, LLC Offer, dated 3/24/2014, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractors' Offers as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractors and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractors shall be paid a total Not-to-Exceed amount of \$4,845,663 each and combined for the initial Contract term and \$1,615,221 each and combined for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Bridgestone Americans, Inc. dba GCR Tire Centers will provide Bridgestone tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
11	TIRE P195/65R15 HIGHWAY	GCR Tire Centers
12	TIRE P215/70R15 HIGHWAY	GCR Tire Centers
14	TIRE LT225/75R16 STEEL 10PLY	GCR Tire Centers
19	TIRE 11R24.5 HWY H (16PLY)	GCR Tire Centers
20	TIRE 295/75R225HT	GCR Tire Centers
22	11R245 DRIVE 16PLY H	GCR Tire Centers
26	OTR 20.5R25 L3 TREAD 1*	GCR Tire Centers
29	TIRE 10R22.5 HWY G (14PLY)	GCR Tire Centers
33	455/55R225 Truck X ONE XZUS-2	GCR Tire Centers
44	TIRE 245/70R19.5 H (16 PLY)	GCR Tire Centers
57	TIRE 215/75R17.5 HT H (16PLY)	GCR Tire Centers
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63	TIRE 12R22.5 HWY H (16PLY)	GCR Tire Centers
65	TIRE 225/70R19.5 HWAY G (14PLY)	GCR Tire Centers
66	TIRE 11R22.5 HWY H (16PLY)	GCR Tire Centers

1.6.2 Kando Partners dba Klingemann American Car Care Center will provide Firestone and Goodyear tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
4	TIRE LT225/75R16 ALL TERRAIN	Kando Partners
6	TIRE P235/75R15 AT 6PLY	Kando Partners
9	TIRE P255/65R17 Highway	Kando Partners
10	PASSENGER TIRE 225/65R17 XL	Kando Partners
13	TIRE P235/70R16 AT XL (S-R)	Kando Partners
15	TIRE LT235/80R17 E (10PLY)	Kando Partners
16	TIRE 950R16.5 HWY	Kando Partners
18	TIRE LT275/65R18 HWY E (10PLY)	Kando Partners
24	TIRE P215/75R15 S_R passenger	Kando Partners
25	PASSENGER 235/75R17 HT S_R	Kando Partners
28	TIRE P175/65R14 passenger	Kando Partners
31	TIRE LT265/75R16 HWY E (10PLY)	Kando Partners
32	TIRE LT275/70R18HT	Kando Partners
34	LT245/75R16 ALL TERRAIN (10PLY)	Kando Partners
37	TIRE LT235/85R16 AT E (10PLY)	Kando Partners
38	TIRE P205/65R15 S-H (SR)	Kando Partners
40	TIRE P255/70R16 HWY XL, R	Kando Partners

45	TIRE P225/70R15 HWY R-S (SR)	Kando Partners
46	TIRE LT235/75R15 HWY C (6PLY)	Kando Partners
47	TIRE LT245/75R17HT	Kando Partners
48	TIRE P185/65R15 S-H (SR)	Kando Partners
49	TIRE P235/70R17 XL, R (SR)	Kando Partners
51	TIRE NEW LT265/70R17HWY	Kando Partners
52	TIRE LT225/75R16 HWY (10PLY)	Kando Partners
53	TIRE P245/70R16 XL R-S (SR)	Kando Partners
54	LT245/75R17ALLTERRAIN E(10PLY)	Kando Partners
55	TIRE 11R22.5 AGGRESSIVE/DRIVE	Kando Partners
56	TIRE P235/70R16 XL (S-R)	Kando Partners
58	TIRE P215/60R16 S-H (SR)	Kando Partners
60	TIRE LT235/85R16 HWY E (10PLY)	Kando Partners
64	TIRE 225/70R19.5AT MSPN 00691	Kando Partners
67	TIRE LT245/75R16 HWY E (10PLY)	Kando Partners

- 1.6.3 Youngblood Automotive & Tire will provide OTR tires based on the lines bid on the 0600 Bid Sheet for JRD0009 Highway and Off Road Tires and Tubes as indicated in the chart below:

JRD0009 - Highway and Off Road Tire and Tubes		
Line #	Tire Size	Awarded Vendor
2	TIRE 19.5L-24 BACKHOE 12PLY	Youngblood Automotive & Tire
3	TIRE 21L24	Youngblood Automotive & Tire
7	TIRE 145/75X16.1 (10PLY) F3	Youngblood Automotive & Tire
8	TIRE 5.70X8 HLN R CT	Youngblood Automotive & Tire
17	TIRE 20X10X10	Youngblood Automotive & Tire
21	TIRE TURF ATV 24X1200X12	Youngblood Automotive & Tire
23	TIRE 25X13X9	Youngblood Automotive & Tire
27	TIRE 23X1050X12	Youngblood Automotive & Tire
30	TIRE 10R22.5 MUD	Youngblood Automotive & Tire
35	TIRE 18X650X8	Youngblood Automotive & Tire
36	TIRE 7.00X15 HWY D (8PLY)	Youngblood Automotive & Tire
41	TIRE ST225/75R15 E (10PLY)	Youngblood Automotive & Tire
42	TIRE ST205/75R14 C-D (6-8PLY)	Youngblood Automotive & Tire
43	12X165NHS TIRES (10-14PLY)	Youngblood Automotive & Tire
50	TIRE ST205/75R15 D-E (8-10PLY)	Youngblood Automotive & Tire
59	TIRE 750R16 14PLY	Youngblood Automotive & Tire

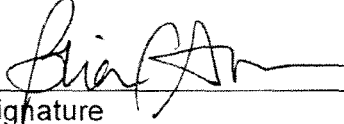
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

YOUNGBLOOD AUTOMOTIVE & TIRE

Brian Dear

Printed Name of Authorized Person



Signature

General Manager

Title:

6/18/2014

Date:

CITY OF AUSTIN

Yolanda Miller

Printed Name of Authorized Person



Signature

Deputy Purchasing Officer

Title:

7/2/14

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: JRD0009

COMMODITY/SERVICE DESCRIPTION: Highway and Off Road
Tires and Tubes

DATE ISSUED: March 3, 2014

REQUISITION NO.: 7800 14021400206

COMMODITY CODE: 86305, 86307, 86310,
86315, 86320, 86325

BID DUE PRIOR TO: 2:00 PM, Tuesday, March 25, 2014

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

BID OPENING TIME AND DATE: 2:15 PM, Tuesday, March 25,
2014

Jonathan Dalchau
Buyer II

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

MY FIRM IS COMPLETING ALL THE WORK FOR THE PROJECT AND NOT SUBCONTRACTING ANY PORTION. IF ANY SERVICE IS NEEDED TO PERFORM THE CONTRACT THAT MY FIRM DOES NOT PERFORM WITH ITS OWN WORKFORCE OR SUPPLIES, I AGREE TO CONTACT THE SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT (SMBR) AT (512) 974-7600 TO OBTAIN A LIST OF MBE AND WBE FIRMS AVAILABLE TO PERFORM THE SERVICE AND AM INCLUDING THE COMPLETED NO GOALS UTILIZATION PLAN WITH MY SUBMITTAL. THIS FORM CAN BE FOUND UNDER THE STANDARD BID DOCUMENT TAB ON THE VENDOR CONNECTION WEBSITE:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

IF I AM AWARDED THE CONTRACT I AGREE TO CONTINUE COMPLYING WITH THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES INCLUDING CONTACTING SMBR IF ANY SUBCONTRACTING IS LATER IDENTIFIED.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS SUBMITTING A BINDING OFFER AND IS AUTHORIZED TO BIND THE RESPONDENT TO FULLY COMPLY WITH THE SOLICITATION DOCUMENT CONTAINED HEREIN. THE RESPONDENT, BY SUBMITTING AND SIGNING BELOW, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ENTIRE DOCUMENT PACKET SECTIONS DEFINED ABOVE INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, AND AGREES TO BE BOUND BY THE TERMS THEREIN.

Federal Tax ID No.: [REDACTED] Date: 03/25/14

Company Name: GCR Tire Centers

Address: 2939 W. Pecan St

City, State, Zip Code: Flugerville TX 78660

Phone Number: 512-251-7551 Fax Number: 512-251-3886

Email Address: mhill@gcrtires.com

Printed Name of Officer or Authorized Representative: Mark Hill

Title: Commercial Sales

Signature of Officer or Authorized Representative: Mark Hill

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY – PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the bid opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE** Insurance is required for this solicitation.

A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1). The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

4. PRE-AWARD

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to meet the Scope of Work requirements, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries within four (4) business hours. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

5. POST-AWARD

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor, or the Contractor's Subcontractor, has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). The Contractor or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

6. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

7. DELIVERY REQUIREMENTS

- A. Delivery shall be made as specified in the Scope of Work Section 0500 after the order is placed. See Section 0505, for delivery locations. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (**see paragraph 51 in Section 0300**).
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- D. No additional delivery charges (FedEx, UPS, etc.) will be paid by the City for any shipment unless the Fleet delivery order specifically states "Code Red" and "Code Red" is noted on the invoice. (NOTE: The term "Code Red" means that there is a critical need for the shipment such that the City is willing to pay expedited shipping charges for delivery within four (4) business hours after the order is sent.)

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

8. INVOICES and PAYMENT (see paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, the following information: Equipment and/or parts numbers and descriptions, unit number, license plate number, or vehicle identification number (VIN), credit for core charge for core exchanges, documentation to support all parts charged to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number. The, taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.
- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Tire Shop that placed the order (See Section 0505, for delivery location).
- D. Monthly statements shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- E. The Contractor agrees to accept payment by either credit card, check, or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- F. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

9. VERIFICATION OF CONTRACTOR'S PARTS PRICING

- A. Fleet Services Parts Room, Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- B. If pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

10. RESTOCKING FEES

- A. The Contractor may bill the City restocking fees (limited to 5% of the total cost of the item or items returned) for parts that are ordered by the City under the Contract during the Contract term and returned for refund; except that no restocking fee shall be billed for any parts returned within thirty (30) calendar days after receipt or for any parts returned during a quarterly stock lift. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. The City will permit a restocking fee of greater than 5% **only** in the event that the manufacturer charges the Contractor a restocking fee of greater than 5%. In order to qualify for the higher restocking fee, the Contractor shall be required to submit written evidence of the manufacturer's higher restocking fee.

11. UNUSED INVENTORY (STOCK LIFT)

- A. The City may require a stock lift on a quarterly basis. When required, the Contractor shall pick up and credit the City's account for items purchased during the Contract term which have not been used or have become obsolete for the City's needs, provided that these items are in the original cartons and in marketable condition. The amount credited to the City's account shall be the original purchase price for the items.
- B. The date for the quarterly stock lift shall be mutually agreed upon between the Contractor and the Fleet Services Materials Control Manager or designee.
- C. At the end of the final Contract term, if the Contractor is not the successful vendor for the replacement Contract, when requested by the City, the Contractor shall pick up and refund the City for items purchased during the Contract term which were not used, provided the items are in the original cartons and in marketable condition. The amount refunded to the City shall be the original purchase price for the items less the stocking fee as outlined in the Restocking Fees provision above.

12. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

13. HAZARDOUS MATERIALS

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (SDS), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required. See www.osha.gov for the recommended format for the SDS.
- B. Submit copies of all documentation related to hazardous waste to both the Fleet Fuel Operations Manager and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration.
- C. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- D. The SDS, instructions and information required above must be included with each shipment under the contract.

14. RECYCLED PRODUCTS

The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

15. PRICING REQUIREMENTS - SPECIFIED ITEMS

- A. The Specified Items listed in Section 0600 *represent the most commonly purchased items*. This list of parts is an annual estimate of Specified Parts that may be purchased under the resultant contract.
- B. All Offerors must submit firm fixed pricing for the Specified Items for each twelve (12) months of the contract. These prices may only be **adjusted on the anniversary date of the Contract** solely for the purpose of accommodating changes in the Contractor's direct costs.
- C. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.

16. PRICING REQUIREMENTS - NON-SPECIFIED ITEMS

- A. The City may purchase additional items that are available from the Contractor in various quantities using the Price List(s) identified in Section 0600 under the Non-Specified Parts Section.
- B. Offeror may quote in one of the following ways:
 - i. Offerors may quote a percentage discount or markup to a Price List. The percentage discount or markup must remain firm during the life of the contract.
 - ii. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

- iii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.
 - C. **Two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based shall be submitted within five (5) business days after notice of award.**
 - i. The City will accept a printed copy only if no electronic format is available. NOTE: If a Price List(s) is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes.
 - ii. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list, the Contractor shall be required to document by written invoice the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
 - iii. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the price list, the price list number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Contract and will be used to place orders and to verify the percent discount or markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.
 - D. The Price List(s) may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the documentation supporting the price revision must be submitted to the Contract Manager in the Fleet Department with the effective date of change to be at least **30-calendar days** after written notification. The City reserves the right to refuse any list revision.
 - E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.
17. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

18. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

19. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT (see paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

20. ECONOMIC PRICE ADJUSTMENT –SPECIFIED PARTS AND/OR SERVICES

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for each 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data.
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.:

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index - All Urban Consumers	
Series ID: CUUR0000SETC01	
<input type="checkbox"/> Not Seasonally Adjusted	<input checked="" type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. city average	
Description of Series ID: Tires	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Section 1 – Specified Items – Most Frequently Ordered Items	

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

21. **PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (see also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

22. **NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

A.

23. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an Interlocal Agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal Agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
TIRES AND TUBES**

24. **CONTRACT MANAGER**

- A. The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Matt Samaripa, Contract Compliance Supervisor – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-3527 or Email: matt.samaripa@austintexas.gov

- B. The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the No-Contact Period.

**CITY OF AUSTIN
FLEET SERVICES DEPARTMENT
SCOPE OF WORK
FOR
TIRES AND TUBES**

1. PURPOSE

- 1.1 This Invitation for Bid (IFB) is to establish a Contract with a single Tire Vendor able to provide tires for City of Austin ("City") vehicles and equipment. The City will award a contract to provide tires on an as-needed basis as stipulated in this solicitation.
- 1.2 Fleet Services and Aviation Service Departments will utilize the Contract. The City reserves the right to allow other City Departments to utilize the Contract.
- 1.3 The City intends to solicit bids in response to this IFB and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).
- 1.4 The City prefers to award a single contract for the tires needs of Fleet Services; however, if the cooperative purchasing prices are lower than the bid prices received, the City reserves the right to reject all bids entirely and make multiple contract awards between a cooperative and the best-evaluated, responsive, and responsible bidder. Award may be based on individual line items, cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any line items in this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.
- 1.5 A Successful Bidder may be awarded either the entire contract, the majority of the contract or select line items.

2. DEFINITIONS

- 2.1 Parts are defined as tires and tubes.
- 2.2 Stock Parts are defined as high turnover parts that are most commonly needed by the City.
- 2.3 Non-Stock Parts are defined as low usage, high dollar parts that are not kept in inventory.
- 2.4. Back-ordered (or Out-of-Stock) Parts are defined as parts that are not currently in stock but have been ordered or will be ordered.
- 2.5. Code Red is a term used by the City to designate that the parts are critical to providing services to the public to the extent that the City is willing to pay express shipping charges. The Contractor shall include the term "Code Red" on invoices when the delivery orders so stipulates.
- 2.6. Fleet Service Center is a term used to designate any City facility where vehicles and equipment are repaired or serviced.

3. CONTRACTOR QUALIFICATIONS

- 3.1. The Contractor shall accept payment by credit card, check, or Electronic Funds Transfer ("EFT") for all parts provided under the Contract, as indicated in the Invoices and Payment Provision in Section 0400. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**CITY OF AUSTIN
FLEET SERVICES DEPARTMENT
SCOPE OF WORK
FOR
TIRES AND TUBES**

- 3.2. The Contractor shall be a manufacturer's authorized representative for parts and shall have a facility regularly engaged in the business of providing parts for a minimum of three (3) consecutive years within the last five (5) years.
- 3.3. The Contractor shall furnish customer references as required in Section 0700 of the solicitation. In addition, the Contractor shall furnish a minimum of three (3) professional references from current parts suppliers. Professional references shall be on suppliers' letterhead and shall provide information regarding the relationship, such as the length of time the Contractor has worked with the supplier.
- 3.4. The Contractor shall have a facility with adequate warehouse space. The warehouse shall be equipped with supplies and equipment necessary to satisfy the requirements of the contract.

4. CONTRACTOR'S RESPONSIBILITIES FOR PARTS

- 4.1. The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time. The stock level required shall be a two-week supply of inventory, which will be determined and agreed to by the City and potential Vendor after Contract award. Current estimate amount is about 175 tires will cover a two-week supply. All parts will be ordered on an as-needed basis. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory and/or facility as specified in the Pre-Award and Post-Award paragraphs in Section 0400.
- 4.2. Within five (5) business days of Contract award, the Contractor shall submit to the Fleet Services Contract Manager specified in Section 0400 two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts/markups are based on the listed bid sheet lines. The City will accept a printed copy only if no electronic format is available.
- 4.3. If a price list is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer for verification of parts pricing. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list with their Offer, the Contractor shall document by written invoice from the supplier the cost for all parts charged to the City. The cost documentation shall be submitted with each invoice.
- 4.4. The Contractor shall provide new parts that meet all applicable federal, state, and local requirements for quality and safety.
 - A. Tires shall be of current production, of the latest design/construction, and have equal or improved specifications to current production tires. In addition, tires shall not be more than one (1) year old according to the U.S. Department of Transportation (DOT) code branded on the sidewall.
 - B. Only Manufacturer's Tier Level 1 and 2 tires will be acceptable. Tier Level 3 tires are not acceptable.
- 4.5. The Contractor shall warrant that ALL parts are free from manufacturer defects in material and workmanship for a minimum of ninety (90) days or for the standard period as provided by the manufacturer, whichever is for the greater length of time. This warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.
- 4.6. The Contractor shall provide a copy of the manufacturer's parts warranty to the Fleet Tire Shop Manager or their designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is physically installed on a unit. Date of installation shall be determined by the City's work order.

**CITY OF AUSTIN
FLEET SERVICES DEPARTMENT
SCOPE OF WORK
FOR
TIRES AND TUBES**

- 4.7. The Contractor shall warrant that the parts supplied under this Contract will not void existing vehicle/equipment or manufacturer's warranties.
- 4.8. The Contractor shall notify the Contract Manager and the Fleet Service Center Manager or designee of recall notices, warranty replacements, safety notices, or any applicable notice regarding any parts covered under the contract. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.
- 4.9. The Contractor shall provide a point of contact for receiving orders from the City. A City representative from the Fleet Tire Shop will use the named contact to place part orders to the Contractor by e-mail, fax, or telephone. The request will include the part number, part description, delivery requirements, and a unique delivery order number.
- 4.10. The Contractor shall confirm the quantity to be shipped to the ordering Fleet Tire Shop representative by telephone within two (2) hours after the order is sent.
- 4.11. The Contractor shall ship all orders for parts complete unless arrangements for partial shipments are made in advance. With each delivery, the Contractor shall provide an invoice showing the description of each item, quantity, and unit price.
- 4.12. The Contractor shall deliver Stock Parts to the ordering Fleet Tire Shop as follows:
 - A. Parts ordered before 10:00 AM shall be delivered to the Fleet Tire Shop no later than noon of the third working day. Parts ordered after 10:00 AM shall be delivered within four (4) working days. The City will not pay shipping costs to obtain "stock" parts that the Contractor does not have in inventory at the time the City places the order.
- 4.13. The Contractor shall deliver Non-Stock Parts to the ordering Fleet Tire Shop within five (5) working days after receiving the order. All special orders will be honored under the Contract pricing, without any additional markups.
- 4.14. The Contractor shall deliver Back-Ordered (or Out-of-Stock) Parts to the Fleet Tire Shop within seven (7) working days after the order is received. The Contractor shall notify the ordering Fleet Tire Shop representative by telephone when the Back-Ordered part will be available for delivery. If the Contractor cannot provide the backordered part within seven (7) working days, the City reserves the right to purchase the part on the open market and charge the Contractor the difference between the Contract price and the purchase price in accordance with the Performance paragraph in Section 0400.
- 4.15. The Contractor shall deliver "Code Red" orders **within four (4) business hours after the order is sent**. Contractor may assess a delivery fee for any "Code Red" orders placed by the City as indicated on the Bid Sheet, Section 0600. Contractor shall note "Code Red" must be noted on the invoice when authorized by the City.
- 4.16. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts purchased by Fleet Services. The report shall include date purchased, invoice number, part number, part description, price per part, and the total dollar amount for all parts purchased. The City prefers the report in an electronic format that can sort, or other City-approved format.

5. EMERGENCY CONTRACTOR SUPPORT

- 5.1 Immediately following Contract award, the Contractor shall provide the City with an emergency contingency plan identifying the City as a priority customer. The Contractor shall specify within this plan that the City's priority customer status will be in effect during the entire term of the Contract including, if the Contract is renewed, the subsequent renewal periods.

**CITY OF AUSTIN
FLEET SERVICES DEPARTMENT
SCOPE OF WORK
FOR
TIRES AND TUBES**

- 5.2 In the event of an emergency, the contractor and all subcontractors shall agree to follow the direction of the Materials Control Division Manager or designee to assure that parts are delivered when and where the City requires them.
- 5.3 Contractor shall consider all City orders as priority and provide preferential treatment to the City throughout the entire contract term. This is a requirement due to the critical nature of much of the City's business, such as Police, Fire, and EMS.

6. DELIVERY REQUIREMENTS

- 6.1. Contractor shall make deliveries as specified during normal City business hours Monday through Friday between the hours of 7:00 A.M. through 3:30 P.M. except for City-recognized legal holidays and weekends unless requested by Fleet Services in advance (see paragraph 52 in Section 0300 for City Holidays).

**CITY OF AUSTIN
FLEET SERVICES
DELIVERY LOCATIONS AND POINTS OF CONTACT**

Service Center #1 Greg Redden, Acting Manager 6301-A Harold Court Austin, Texas 78721 servicecenter1@austintexas.gov Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233	Parts Room - Service Center #1 Amy Arredondo, Stores Coordinator (512) 974-3029 Harold Terry (512) 974-1763 Jose Herrera (512) 974-1772 Email: firstname.lastname@austintexas.gov
Service Center #5 Steve Yost, Manager 714 East 8 th Street Austin, TX 78701 servicecenter5@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903	Parts Room - Service Center #5 Darryl Wesley, Stores Coordinator (512) 974-1889 Gilbert Rodriguez (512) 974-1841 Roger Molina (512) 974.1813 Email: firstname.lastname@austintexas.gov
Service Center #6 Homer Bradshaw, Manager 1182 Hargrave Austin, TX 78702 servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156	Parts Room - Service Center #6 Gloria Vasquez, Stores Coordinator (512) 974-1857 Daniel, Ramirez (512) 974-1743 Email: firstname.lastname@austintexas.gov
Service Center #8 James ("Jim") Teague, Manager 4411-D Meinardus Austin, TX 78745 servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524	Parts Room - Service Center #8 Daniel Dominguez, Stores Coordinator (512) 974-1759 Leslie Berger (512) 974-2756 Raymond Solis (512) 974-2687 Email: firstname.lastname@austintexas.gov
Service Center #11 Larry Simpson, Manager 6301-J Harold Court Austin, TX 78721 servicecenter11@austintexas.gov Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055	Parts Room - Service Center #11 Mike Maharidge, Stores Coordinator (512) 974-9022 Edward Kinch (512) 974-9020 Email: firstname.lastname@austintexas.gov
Service Center #12 Larry Simpson, Manager 4108 Todd Lane Austin, TX 78744 servicecenter12@austintexas.gov Main Tel. No.: (512) 974-4327 / Fax No.: (512) 974-4328	Parts Room - Service Center #12 Mike Maharidge, Stores Coordinator (512) 974-9022 Rey Degollado (512) 974-4319 Email: firstname.lastname@austintexas.gov
Service Center #13 Randal Crawford, Manager 2412 Kramer Lane, Bldg A Austin, TX 78758 servicecenter13@austintexas.gov Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968	Parts Room - Service Center #13 Glenn Iosbaker, Stores Coordinator (512) 491-3957 le.long@austintexas.gov

**CITY OF AUSTIN
FLEET SERVICES
DELIVERY LOCATIONS AND POINTS OF CONTACT**

Fleet Tire Shop Ryan Braziel, Stores Coordinator (512) 974-1487 6301-K Harold Court Austin, TX 78721 ryan,braziel@austintexas.gov	Hornsby Bend Ed Simpson, TP Diesel Mech. 2210 S. FM 973 Austin, TX 78725 servicecenter1@austintexas.gov Main Tel. No.: (512) 974-2052 / Fax No.: (512) 974-2233
Materials Control 6301-K Harold Court Austin, Texas 78721 John Christofferson, Materials Control Manager 512-974-1750 Email: john.christofferson@austintexas.gov Lonnie Jones, Materials Control Supervisor, Parts Rooms SC 1, 5, 6, 13 (512) 974-1744 Email: lonnie.jones@austintexas.gov Henry Guerra, Materials Control Supervisor Parts Rooms 8, 11, 12 (512) 974-1547 Email: henry.guerra@austintexas.gov	Fleet Administration - Contracts & Contract Compliance 1190 Hargrave Street Austin, TX 78702 Matt Samaripa, Contract Compliance Supervisor (512) 974-3527 Hazel Black, Contract Compliance Specialist Sr. (512) 974-1751 Fax: (512) 974-1769 Paige McDonald, Contract Compliance Associate (512) 974-1532 fleetcompliance@austintexas.gov Fax No.: (512) 974-1769
Vehicle Support and Accidents Irvin Schmidt, Fleet Operations Manager 6400 Bolm Road Austin, TX 78721 fleetaccidentgroup@austintexas.gov Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630	Fuel Operations and Acquisitions Will O'Connor, Program Manager 4411-D Meinardus Austin, TX 78745 fleetfueloperations@austintexas.gov Main Tel. No.: (512) 978-2644 / Fax No.: (512) 978-2630
Auction and Make Ready Eddie Goebel, Fleet Program Manager 6400 Bolm Road Austin, TX 78721 auction.fleet@austintexas.gov fleetmakereadydepartment@austintexas.gov Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630	Fleet Administration – Safety Jo-Ann Cowan, Occupational Health & Safety Spec Sr. 1190 Hargrave Street Austin, TX 78702 jo-ann.cowan@austintexas.gov Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549

**CITY OF AUSTIN
PURCHASING OFFICE
BID SHEET FOR TIRES AND TUBES**

Solicitation No.: IFB JRD0009

Special Instructions:

A bid of '\$0.00' (zero) will be interpreted by the City as a No-Charge (free) item and the City will not expect to pay for that item. A bid of 'No Bid' will be interpreted by the City that the responder does not wish to bid on that item.

SECTION 1 -- SPECIFIED ITEMS - MOST FREQUENTLY ORDERED ITEMS

Bidder must be able to provide tubes and tires and guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400 for the Specified Items listed below. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Section 3 for the Non-Specified Items.

Revisions to Specified Items may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

PASSENGER, TRUCK, OTR TIRES AND TUBES

LINE #	MANUFACTURER TIRE SIZE	MANUFACTURER AND PART NUMBER	INDICATE PRICE LIST OFFERED	INDICATE MANUFACTURER'S PART NUMBER	UNIT PRICE TO CITY	UNIT	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
2	TIRE 19.5L-24 BACKHOE 12PLY	Duramax or buyer approved equal	PQL	RAN1952412	\$419.85	EA	8	\$3,358.80
3	TIRE 21L24	Duramax or buyer approved equal	PQL	DS8865	\$706.07	EA	8	\$5,648.56
4	TIRE LT225/75R16 ALL TERRAIN	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189667	\$111.23	EA	8	\$889.84
5	TIRE P205/75R15 AS6000	Firestone or buyer approved equal	GOVT BOOK 7000	FS 026495	\$89.16	EA	8	\$713.28
6	TIRE P235/75R15 AT 6PLY	Firestone or buyer approved equal	GOVT BOOK 7000	FS 026563	\$135.67	EA	8	\$1,085.36
7	TIRE 145/75X16.1 (10PLY) F3	Duramax or buyer approved equal	PQL	GA 204242	\$301.17	EA	9	\$2,710.53
8	TIRE 5.70X8 HLN R CT	Deestone/Carlisle or buyer approved equal	PQL	DS7257	\$25.53	EA	9	\$229.77
9	TIRE P255/65R17 Highway	Firestone or buyer approved equal	GOVT BOOK 7000	FS 098048	\$103.51	EA	10	\$1,035.10
10	PASSENGER TIRE 225/65R17 XL	Firestone or buyer approved equal	GOVT BOOK 7000	FS 140922	\$81.05	EA	11	\$891.55
11	TIRE P195/65R15 HIGHWAY	Firestone or buyer approved equal	GOVT BOOK 7000	FS 140599	\$64.54	EA	11	\$709.94
12	TIRE P215/70R15 HIGHWAY	Firestone or buyer approved equal	GOVT BOOK 7000	FS 140684	\$84.00	EA	11	\$924.00

13	TIRE P235/70R16 AT XL (S-R)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 026767	\$112.64	EA	11	\$1,239.04
14	TIRE LT225/75R16 STEEL 10PLY	Michelin or buyer approved equal	GOVT BOOK 7000	BS 192659	\$124.29	EA	12	\$1,491.48
15	TIRE LT235/80R17 E (10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 191282	\$115.73	EA	12	\$1,388.76
16	TIRE 950R16.5 HWY	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189820	\$112.91	EA	13	\$1,467.83
17	TIRE 20X10X10	Deestone/Carlisle or buyer approved equal	PQL	DS7045	\$40.93	EA	14	\$573.02
18	TIRE LT275/65R18 HWY E (10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 207619	\$142.58	EA	14	\$1,996.12
19	TIRE 11R24.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 248868	\$402.64	EA	15	\$6,039.60
20	TIRE 295/75R225HT	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 241592	\$345.67	EA	16	\$5,530.72
21	TIRE TURF ATV 24X1200X12	Deestone/Carlisle or buyer approved equal	PQL	DS7051	\$50.60	EA	16	\$809.60
22	11R245 DRIVE 16PLY H	Michelin/Bridgestone (89861) or buyer approved equal	GOVT BOOK 7000	BS 186777	\$457.21	EA	17	\$7,772.57
23	TIRE 25X13X9	Deestone/Carlisle or buyer approved equal	PQL	CA 588394	\$100.45	EA	17	\$1,707.65
24	TIRE P215/75R15 S_R passenger	Firestone or buyer approved equal	GOVT BOOK 7000	FS 140310	\$82.60	EA	18	\$1,486.80
25	PASSENGER 235/75R17 HT S_R	Firestone or buyer approved equal	GOVT BOOK 7000	FS 054239	\$108.63	EA	20	\$2,172.60
26	OTR 20.5R25 L3 TREAD 1*	Michelin or buyer approved equal	GOVT BOOK 7000	BS 418110	\$2,259.18	EA	23	\$51,961.14
27	TIRE 23X1050X12	Deestone/Carlisle or buyer approved equal	PQL	DS7083	\$45.32	EA	25	\$1,133.00
28	TIRE P175/65R14 passenger	Firestone or buyer approved equal	GOVT BOOK 7000	FS 085808	\$55.74	EA	26	\$1,449.24
29	TIRE 10R22.5 HWY G (14PLY)	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 292729	\$349.55	EA	28	\$9,787.40
30	TIRE 10R22.5 MUD	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 199918	\$405.15	EA	31	\$12,559.65
31	TIRE LT265/75R16 HWY E (10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189786	\$123.13	EA	31	\$3,817.03
32	TIRE LT275/70R18HT	Firestone or buyer approved equal	GOVT BOOK 7000	FS 250109	\$126.52	EA	34	\$4,301.68

33	455/55R225 Truck X ONE XZUS-2	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 241422	\$943.84	EA	35	\$33,034.40
34	LT245/75R16 ALL TERRAIN (10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189582	\$112.03	EA	37	\$4,145.11
35	TIRE 18X650X8	Deestone/Carlisle or buyer approved equal	PQL	DS7033	\$25.30	EA	40	\$1,012.00
36	TIRE 7.00X15 HWY D (8PLY)	Deestone/Carlisle or buyer approved equal	PQL	RG1216512	\$57.46	EA	42	\$2,413.32
37	TIRE LT235/85R16 AT E (10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189633	\$116.85	EA	50	\$5,842.50
38	TIRE P205/65R15 S-H (SR)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 137964	\$61.47	EA	42	\$2,581.74
39	TIRE 425/65R22.5 MSPN 11829	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 225221	\$652.27	EA	45	\$29,352.15
40	TIRE P255/70R16 HWY XL, R	Firestone or buyer approved equal	GOVT BOOK 7000	FS 097844	\$112.00	EA	45	\$5,040.00
41	TIRE ST225/75R15 E (10PLY)	Omni/Hercules or buyer approved equal	PQL	HF-ST16	\$68.94	EA	49	\$3,378.06
42	TIRE ST205/75R14 C-D (6-8PLY)	Omni/Hercules or buyer approved equal	PQL	HF-ST01	\$48.31	EA	51	\$2,463.81
43	12X165NHS TIRES (10-14PLY)	Duramax or buyer approved equal	PQL	RG1216512	\$128.45	EA	66	\$8,477.70
44	TIRE 245/70R19.5 H (16 PLY)	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 227295	\$316.71	EA	66	\$20,902.86
45	TIRE P225/70R15 HWY R-S (SR)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 140344	\$85.87	EA	66	\$5,667.42
46	TIRE LT235/75R15 HWY C (6PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189837	\$100.56	EA	67	\$6,737.52
47	TIRE LT245/75R17HT	Firestone or buyer approved equal	GOVT BOOK 7000	FS 225425	\$118.01	EA	67	\$7,906.67
48	TIRE P185/65R15 S-H (SR)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 137930	\$72.76	EA	67	\$4,874.92
49	TIRE P235/70R17 XL, R (SR)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 097776	\$99.81	EA	67	\$6,687.27
50	TIRE ST205/75R15 D-E (8-10PLY)	Omni/Hercules or buyer approved equal	PQL	HF-ST02	\$57.85	EA	70	\$4,049.50
51	TIRE NEW LT265/70R17HWY	Firestone or buyer approved equal	GOVT BOOK 7000	FS 200156	\$131.07	EA	72	\$9,437.04
52	TIRE LT225/75R16 HWY (10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189752	\$108.42	EA	79	\$8,565.18

53	TIRE P245/70R16 XL R-S (SR)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 097793	\$99.67	EA	80	\$7,973.60	
54	LT245/75R17ALLTERRAIN E(10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 205222	\$121.55	EA	86	\$10,453.30	
55	TIRE 11R22.5 AGGRESSIVE/DRIVE	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 208350	\$436.07	EA	94	\$40,990.58	
56	TIRE P235/70R16 XL (S-R)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 097759	\$101.23	EA	95	\$9,616.85	
57	TIRE 215/75R17.5 HT H (16PLY)	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 264695	\$298.37	EA	104	\$31,030.48	
58	TIRE P215/60R16 S-H (SR)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 138066	\$83.88	EA	118	\$9,897.84	
59	TIRE 750R16 14PLY	Crosswind or buyer approved equal	PQL	YT-LT08	\$115.72	EA	126	\$14,580.72	
60	TIRE LT235/85R16 HWY E (10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189718	\$111.69	EA	144	\$16,083.36	
61	TIRE 255/70R225 HWAY H (16PLY)	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 193424	\$292.10	EA	145	\$42,354.50	
63	TIRE 12R22.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 292850	\$469.22	EA	193	\$90,559.46	
64	TIRE 225/70R19.5AT MSPN 00691	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 227023	\$305.18	EA	216	\$65,918.88	
65	TIRE 225/70R19.5 HWAY G (14PLY)	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 226955	\$273.00	EA	307	\$83,811.00	
66	TIRE 11R22.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 248817	\$378.39	EA	346	\$130,922.94	
67	TIRE LT245/75R16 HWY E (10PLY)	Firestone or buyer approved equal	GOVT BOOK 7000	FS 189769	\$107.00	EA	354	\$37,878.00	
68	TIRE 315/80R22.5 MSPN 77510	Michelin/Bridgestone or buyer approved equal	GOVT BOOK 7000	BS 244329	\$569.47	EA	412	\$234,621.64	
							TOTAL	\$1,136,143.98	
SECTION 2 -- DELIVERY CHARGE FOR CODE RED ITEMS ONLY									
#		DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT	UNIT PRICE	EXTENDED PRICE		
69	Flat fee for "Code Red" deliveries, to be made within 4 business hours.		12		EA	\$0.00	\$0.00		
							TOTAL EXTENDED PRICE FOR SECTION 1 AND SECTION 2 =		\$1,136,143.98

SECTION 3 -- NON-SPECIFIED ITEMS

Bidder must be able to provide other tubes and tires that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

Revisions to the prices may only be adjusted using the Pricing Requirements - Non Specified Items provision in Section 0400.

Bidder shall provide the manufacturer(s) name of the parts, the latest effective date of the identified price list(s), the name and number of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

#	CATEGORY	MANUFACTURER OF THE TIRE	NAME AND NUMBER OF PRICE LIST*	TIRES TIER LEVEL	MARK-UP TO PRICE LIST	DISCOUNT FROM PRICE LIST
70	Tires	Bridgestone	GOVT BOOK 7000	Tier 1	_____ % OR	46.50%
71	Tires	Firestone	GOVT BOOK 7000	Tier 2	_____ % OR	46.00%
72	OTR Tires	Firestone	GOVT BOOK 7000	N/A	_____ % OR	37.00%
73	Tubes	Carlisle	PQL	N/A	10% OR	_____ %

SECTION 4-- CONFIRMATION OF REQUIREMENTS

74	To be considered for award, Bidder must be able to provide "Code Red" deliveries within 4 business hours. Please circle "Yes" or "No"	<u>YES</u>	OR	NO
75	Can you provide delivery of all tires listed in SECTION 1 - SPECIFIED ITEMS by the third (3rd) working day?	<u>YES</u>	OR	NO

BIDDER MUST SUBMIT TWO (2) PRINTED COPIES OF ITS SIGNED BID - one original and one copy.

DELIVERY TERMS:

FOB DESTINATION, FREIGHT PRE-PAID AND ALLOWED

ALL CODE RED DELIVERIES TO BE MADE WITHIN 4 BUSINESS HOURS AFTER RECEIPT OF ORDER (ARO)

DELIVERY METHOD: COMMON CARRIER _____ VENDOR STAFF ✓

COMPANY NAME: GCR Tire Centers

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Mark Hill

PRINTED NAME: Mark Hill

EMAIL ADDRESS: mhill@gcrtires.com

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	GCR Tire Centers					
Physical Address	2939 W. Pecan St Pflugerville TX 78660					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

See Attached

Section 0700: Reference Sheet

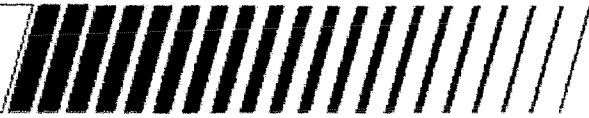
Please include the following information if required in solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____



Division of Bridgestone Americas Tire Operations LLC

Saul Solomon, President
John McErlane, Vice President

GCR Home Office:
6300 Bridge Point Parkway, Bldg II, Ste 200, Austin Texas 78730
Phone: 512-328-3446, Fax: 512-328-3449
Bruce McNeill, GCR Controller

GCR Tire Centers is a division of
Bridgestone Americas Tire Operations LLC, taxpayer number 34-0220440.
BATO, a disregarded entity for the purposes of federal income tax, is a single member LLC
owned by Bridgestone Americas Inc, an exempt payee, **taxpayer number** [REDACTED]

DUNS # 93-281-5855
North American Industry Classification (NAICS) **441320**
Standard Industrial Code (SIC) 3011
DOT # 987199

GCR BANK REFERENCE

JPMChase Bank
50 S Main Street 2nd Floor
Akron, OH 44308
Acct# 0998737
Contact: Pamela Klimczak (312) 954-9089

TRADE REFERENCES

Fleet Equipment Co.
567 Commerce St.
Franklin Lakes, NJ 07417
Contact: Rick Pearson (201) 337-7332
Fax: (201) 337-3294

GE Capital Fleet Services
1 Capital Drive
Eden Prairie, MN 55344
Contact: Credit Dept
Fax: (952) 828-1144

Myers Tire Supply
1293 S. Main St.
Akron, OH 44301
Contact: Doug Lee, Laurie Wheeler (330) 761-6266
Fax: 330-761-6149

Mohawk Rubber Sales
65A Industrial Park Rd.
Hingham, MA 02043
Contact: Credit Dept
Fax: (781) 740-4207

**City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0835: Non-Resident Bidder Provisions

Company Name GCR Tire Centers

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: ~~Nonresident~~ Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)

SOLICITATION NO: JRD0009

COMMODITY/SERVICE DESCRIPTION: Highway and Off Road
Tires and Tubes

DATE ISSUED: March 3, 2014

REQUISITION NO.: 7800 14021400206

COMMODITY CODE: 86305, 86307, 86310,
86315, 86320, 86325

BID DUE PRIOR TO: 2:00 PM, Tuesday, March 25, 2014

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

BID OPENING TIME AND DATE: 2:15 PM, Tuesday, March 25,
2014

Jonathan Dalchau
Buyer II

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please
select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SPECIFICATION	4
0505	DELIVERY LOCATIONS	2
0600	BID SHEET – Must be completed and returned with Offer	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheets
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Section 0835 Nonresident Bidder Provision

*** DOCUMENTS ARE HEREBY INCORPORATED INTO THIS SOLICITATION BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THESE SECTIONS ARE AVAILABLE, ON THE INTERNET AT THE FOLLOWING ONLINE ADDRESS:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

IF YOU DO NOT HAVE ACCESS TO THE INTERNET, YOU MAY OBTAIN A COPY OF THESE SECTIONS FROM THE CITY OF AUSTIN PURCHASING OFFICE LOCATED IN THE MUNICIPAL BUILDING, 124 WEST 8TH STREET, ROOM #308 AUSTIN, TEXAS 78701; PHONE (512) 974-2500. PLEASE HAVE THE SOLICITATION NUMBER AVAILABLE SO THAT THE STAFF CAN SELECT THE PROPER DOCUMENTS. THESE DOCUMENTS CAN BE MAILED, EXPRESSED MAILED, OR FAXED TO YOU.

I AGREE TO ABIDE BY THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES. IN CASES WHERE THE CITY HAS ESTABLISHED THAT THERE ARE NO M/WBE SUBCONTRACTING GOALS FOR A SOLICITATION, I AGREE THAT BY SUBMITTING THIS OFFER

MY FIRM IS COMPLETING ALL THE WORK FOR THE PROJECT AND NOT SUBCONTRACTING ANY PORTION. IF ANY SERVICE IS NEEDED TO PERFORM THE CONTRACT THAT MY FIRM DOES NOT PERFORM WITH ITS OWN WORKFORCE OR SUPPLIES, I AGREE TO CONTACT THE SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT (SMBR) AT (512) 974-7600 TO OBTAIN A LIST OF MBE AND WBE FIRMS AVAILABLE TO PERFORM THE SERVICE AND AM INCLUDING THE COMPLETED NO GOALS UTILIZATION PLAN WITH MY SUBMITTAL. THIS FORM CAN BE FOUND UNDER THE STANDARD BID DOCUMENT TAB ON THE VENDOR CONNECTION WEBSITE:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

IF I AM AWARDED THE CONTRACT I AGREE TO CONTINUE COMPLYING WITH THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES INCLUDING CONTACTING SMBR IF ANY SUBCONTRACTING IS LATER IDENTIFIED.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS SUBMITTING A BINDING OFFER AND IS AUTHORIZED TO BIND THE RESPONDENT TO FULLY COMPLY WITH THE SOLICITATION DOCUMENT CONTAINED HEREIN. THE RESPONDENT, BY SUBMITTING AND SIGNING BELOW, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ENTIRE DOCUMENT PACKET SECTIONS DEFINED ABOVE INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, AND AGREES TO BE BOUND BY THE TERMS THEREIN.

Federal Tax ID No.:



Date:

2002

Company Name:

KAND O PARTNERS P/A KLINGEMANN CARCARE #1

Address:

5635 HWY 290 W

City, State, Zip Code:

AUSTIN

TX

78735

Phone Number:

512 892.3237

Fax Number:

512 892 0893

Email Address:

KLINGEMANN1@KLINGEMANN CARCARE.COM

Printed Name of Officer or Authorized Representative:

RAYMOND KLINGEMANN

Title:

PRES

Signature of Officer or Authorized Representative:

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

**CITY OF AUSTIN
PURCHASING OFFICE
BID SHEET FOR TIRES AND TUBES**

Solicitation No.: IFB JRD0009

Special Instructions:

A bid of '\$0.00' (zero) will be interpreted by the City as a No-Charge (free) item and the City will not expect to pay for that item. A bid of 'No Bid' will be interpreted by the City that the responder does not wish to bid on that item.

SECTION 1 -- SPECIFIED ITEMS - MOST FREQUENTLY ORDERED ITEMS

Bidder must be able to provide tubes and tires and guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400 for the Specified Items listed below. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Section 3 for the Non-Specified Items.

Revisions to Specified Items may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

PASSENGER, TRUCK, OTR TIRES AND TUBES

LINE #	MANUFACTURER TIRE SIZE	MANUFACTURER AND PART NUMBER	INDICATE PRICE LIST OFFERED	INDICATE MANUFACTURER'S PART NUMBER	UNIT PRICE TO CITY	UNIT	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
2	TIRE 19.5L-24 BACKHOE 12PLY	Duramax or buyer approved equal	\$467.75	55-120-135	\$487.75	EA	8	\$3,902.00
3	TIRE 21L24	Duramax or buyer approved equal	\$651.00	55-126-240	\$676.00	EA	8	\$5,408.00
4	TIRE LT225/75R16 ALL TERRAIN	Firestone or buyer approved equal	\$114.34	189667	\$112.34	EA	8	\$898.72
5	TIRE P205/75R15 AS6000	Firestone or buyer approved equal	\$91.27	*026495	\$89.27	EA	8	\$714.16
6	TIRE P235/75R15 AT 6PLY	Firestone or buyer approved equal	\$103.13	189650	\$101.13	EA	8	\$809.04
7	TIRE 145/75X16.1 (10PLY) F3	Duramax or buyer approved equal	\$295.75	TITAN 465388	\$310.75	EA	9	\$2,796.75
8	TIRE 5.70X8 HLNK CT	Deestone/Carlisle or buyer approved equal	\$20.50	7257	\$23.50	EA	9	\$211.50
9	TIRE P255/65R17 Highway	Firestone or buyer approved equal	\$105.62	*098048	\$103.62	EA	10	\$1,036.20
10	PASSENGER TIRE 225/65R17 XL	Firestone or buyer approved equal	\$110.25	BFG 26926	\$110.25	EA	11	\$1,212.75
11	TIRE P195/65R15 HIGHWAY	Firestone or buyer approved equal	\$66.65	140599	\$64.65	EA	11	\$711.15
12	TIRE P215/70R15 HIGHWAY	Firestone or buyer approved equal	\$86.27	*047167	\$84.27	EA	11	\$926.97

13	TIRE P235/70R16 AT XL (S-R)	Firestone or buyer approved equal	\$114.75	26767	\$112.75	EA	11	\$1,240.25
14	TIRE LT225/75R16 STEEL 10PLY	Michelin or buyer approved equal	\$171.21	5681	\$171.21	EA	12	\$2,054.52
15	TIRE LT235/80R17 E (10PLY)	Firestone or buyer approved equal	\$118.84	191282	\$116.84	EA	12	\$1,402.08
16	TIRE 950R16.5 HWY	Firestone or buyer approved equal	\$116.02	189820	\$114.02	EA	13	\$1,482.26
17	TIRE 20X10X10	Deestone/Carlisle or buyer approved equal	\$33.75	7045	\$37.75	EA	14	\$528.50
18	TIRE LT275/65R18 HWY E (10PLY)	Firestone or buyer approved equal	\$145.69	207619	\$143.69	EA	14	\$2,011.66
19	TIRE 11R24.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	\$467.16	GY 138941337	\$462.16	EA	15	\$6,932.40
20	TIRE 295/75R225HT	Michelin/Bridgestone or buyer approved equal	\$409.06	233381	\$405.06	EA	16	\$6,480.96
21	TIRE TURF ATV 24X1200X12	Deestone/Carlisle or buyer approved equal	\$72.82	511409	\$76.82	EA	16	\$1,229.12
22	11R245 DRIVE 16PLY H	Michelin/Bridgestone (89861) or buyer approved equal	\$371.80	233840	\$366.80	EA	17	\$6,235.60
23	TIRE 25X13X9	Deestone/Carlisle or buyer approved equal	\$82.98	588394	\$86.98	EA	17	\$1,478.66
24	TIRE P215/75R15 S_R passenger	Firestone or buyer approved equal	\$84.71	140310	\$82.71	EA	18	\$1,488.78
25	PASSENGER 235/75R17 HT S_R	Firestone or buyer approved equal	\$139.97	BFG 34949	\$139.97	EA	20	\$2,799.40
26	OTR 20.5R25 L3 TREAD 1*	Michelin or buyer approved equal	\$1,478.00	TITAN 43P121	\$1,578.00	EA	23	\$36,294.00
27	TIRE 23X1050X12	Deestone/Carlisle or buyer approved equal	\$45.00	7083	\$49.00	EA	25	\$1,225.00
28	TIRE P175/65R14 passenger	Firestone or buyer approved equal	\$57.85	*085808	\$55.85	EA	26	\$1,452.10
29	TIRE 10R22.5 HWY G (14PLY)	Michelin/Bridgestone or buyer approved equal	\$406.15	GY 138948337	\$401.15	EA	28	\$11,232.20
30	TIRE 10R22.5 MUD	Michelin/Bridgestone or buyer approved equal	\$414.51	GY 138948265	\$409.51	EA	31	\$12,694.81
31	TIRE LT265/75R16 HWY E (10PLY)	Firestone or buyer approved equal	\$126.24	189786	\$124.24	EA	31	\$3,851.44
32	TIRE LT275/70R18HT	Firestone or buyer approved equal	\$144.86	207500	\$142.86	EA	34	\$4,857.24

33	455/55R225 Truck X ONE XZUS-2	Michelin/Bridgestone or buyer approved equal	\$951.95	241422	\$946.95	EA	35	\$33,143.25
34	LT245/75R16 ALL TERRAIN (10PLY)	Firestone or buyer approved equal	\$115.94	189582	\$113.94	EA	37	\$4,215.78
35	TIRE 18X650X8	Deestone/Carlisle or buyer approved equal	\$20.50	7033	\$24.50	EA	40	\$980.00
36	TIRE 7.00X15 HWY D (8PLY)	Deestone/Carlisle or buyer approved equal	\$88.75	5193011	\$92.75	EA	42	\$3,895.50
37	TIRE LT235/85R16 AT E (10PLY)	Firestone or buyer approved equal	\$119.96	189633	\$117.96	EA	50	\$5,898.00
38	TIRE P205/65R15 S-H (SR)	Firestone or buyer approved equal	\$71.01	140633	\$69.01	EA	42	\$2,898.42
39	TIRE 425/65R22.5 MSPN 11829	Michelin/Bridgestone or buyer approved equal	\$729.90	GY 756160365	\$724.90	EA	45	\$32,620.50
40	TIRE P255/70R16 HWY XL, R	Firestone or buyer approved equal	\$114.11	*097844	\$112.11	EA	45	\$5,044.95
41	TIRE ST225/75R15 E (10PLY)	Omni/Hercules or buyer approved equal	\$67.50	OT1305	\$71.50	EA	49	\$3,503.50
42	TIRE ST205/75R14 C-D (6-8PLY)	Omni/Hercules or buyer approved equal	\$52.25	OT1000	\$56.25	EA	51	\$2,868.75
43	12X165NHS TIRES (10-14PLY)	Duramax or buyer approved equal	\$119.00	60-125-135	\$123.00	EA	66	\$8,118.00
44	TIRE 245/70R19.5 H (16 PLY)	Michelin/Bridgestone or buyer approved equal	\$324.82	227295	\$322.82	EA	66	\$21,306.12
45	TIRE P225/70R15 HWY R-S (SR)	Firestone or buyer approved equal	\$87.98	140344	\$85.98	EA	66	\$5,674.68
46	TIRE LT235/75R15 HWY C (6PLY)	Firestone or buyer approved equal	\$103.67	189837	\$101.67	EA	67	\$6,811.89
47	TIRE LT245/75R17HT	Firestone or buyer approved equal	\$121.12	225425	\$119.12	EA	67	\$7,981.04
48	TIRE P185/65R15 S-H (SR)	Firestone or buyer approved equal	\$74.87	137930	\$72.87	EA	67	\$4,882.29
49	TIRE P235/70R17 XL, R (SR)	Firestone or buyer approved equal	\$101.92	*097776	\$99.92	EA	67	\$6,694.64
50	TIRE ST205/75R15 D-E (8-10PLY)	Omni/Hercules or buyer approved equal	\$58.75	OT1050	\$62.75	EA	70	\$4,392.50
51	TIRE NEW LT265/70R17HWY	Firestone or buyer approved equal	\$134.18	200156	\$132.18	EA	72	\$9,516.96
52	TIRE LT225/75R16 HWY (10PLY)	Firestone or buyer approved equal	\$111.53	189752	\$109.53	EA	79	\$8,652.87

53	TIRE P245/70R16 XL R-S (SR)	Firestone or buyer approved equal	\$101.78	*097793	\$99.78	EA	80	\$7,982.40
54	LT245/75R17ALLTERRAIN E(10PLY)	Firestone or buyer approved equal	\$124.66	205222	\$122.66	EA	86	\$10,548.76
55	TIRE 11R22.5 AGGRESSIVE/DRIVE	Michelin/Bridgestone or buyer approved equal	\$434.98	GY 138953308	\$429.98	EA	94	\$40,418.12
56	TIRE P235/70R16 XL (S-R)	Firestone or buyer approved equal	\$103.34	*097759	\$101.34	EA	95	\$9,627.30
57	TIRE 215/75R17.5 HT H (16PLY)	Michelin/Bridgestone or buyer approved equal	\$306.48	264695	\$304.48	EA	104	\$31,665.92
58	TIRE P215/60R16 S-H (SR)	Firestone or buyer approved equal	\$74.77	112345	\$72.77	EA	118	\$8,586.86
59	TIRE 750R16 14PLY	Crosswind or buyer approved equal	\$117.50	STR2078-LL	\$121.50	EA	126	\$15,309.00
60	TIRE LT235/85R16 HWY E (10PLY)	Firestone or buyer approved equal	\$114.80	189718	\$112.80	EA	144	\$16,243.20
61	TIRE 255/70R225 HWAY H (16PLY)	Michelin/Bridgestone or buyer approved equal	\$380.22	GY 756165337	\$375.22	EA	145	\$54,406.90
63	TIRE 12R22.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	\$496.89	GY 138577337	\$491.89	EA	193	\$94,934.77
64	TIRE 225/70R19.5AT MSPN 00691	Michelin/Bridgestone or buyer approved equal	\$278.62	GY 139172205	\$273.62	EA	216	\$59,101.92
65	TIRE 225/70R19.5 HWAY G (14PLY)	Michelin/Bridgestone or buyer approved equal	\$282.78	GY 139623581	\$277.78	EA	307	\$85,278.46
66	TIRE 11R22.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	\$440.71	GY 138179337	\$435.71	EA	346	\$150,755.66
67	TIRE LT245/75R16 HWY E (10PLY)	Firestone or buyer approved equal	\$110.11	189769	\$108.11	EA	354	\$38,270.94
68	TIRE 315/80R22.5 MSPN 77510	Michelin/Bridgestone or buyer approved equal	\$577.58	244329	\$572.58	EA	412	\$235,902.96
TOTAL								\$1,163,731.03

SECTION 2 -- DELIVERY CHARGE FOR CODE RED ITEMS ONLY

#	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
69	Flat fee for "Code Red" deliveries, to be made within 4 business hours.	12	EA	\$40.00	\$480.00
TOTAL EXTENDED PRICE FOR SECTION 1 AND SECTION 2 =					\$1,164,211.03

SECTION 3 -- NON-SPECIFIED ITEMS

Bidder must be able to provide other tubes and tires that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

Revisions to the prices may only be adjusted using the Pricing Requirements - Non Specified Items provision in Section 0400.

Bidder shall provide the manufacturer(s) name of the parts, the latest effective date of the identified price list(s), the name and number of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

#	CATEGORY	MANUFACTURER OF THE TIRE	NAME AND NUMBER OF PRICE LIST*	TIRES TIER LEVEL	MARK-UP TO PRICE LIST	DISCOUNT FROM PRICE LIST
70	Tires			Tier 1	4 OR	_____ %
71	Tires			Tier 2	4 OR	_____ %
72	OTR Tires			N/A	4 OR	_____ %
73	Tubes			N/A	4 OR	_____ %

SECTION 4-- CONFIRMATION OF REQUIREMENTS

74	To be considered for award, Bidder must be able to provide "Code Red" deliveries within 4 business hours. Please circle "Yes" or "No"	<u>YES</u>	OR	NO
75	Can you provide delivery of all tires listed in SECTION 1 - SPECIFIED ITEMS by the third (3rd) working day?	<u>YES</u>	OR	NO

BIDDER MUST SUBMIT TWO (2) PRINTED COPIES OF ITS SIGNED BID - one original and one copy.

DELIVERY TERMS:

FOB DESTINATION, FREIGHT PRE-PAID AND ALLOWED

ALL CODE RED DELIVERIES TO BE MADE WITHIN 4 BUSINESS HOURS AFTER RECEIPT OF ORDER (ARO)

DELIVERY METHOD: COMMON CARRIER _____ VENDOR STAFF X _____

COMPANY NAME: KANDO PARTNERS DBA KLINGEMANN CAR CARE #1

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: RAYMOND KLINGEMANN

EMAIL ADDRESS: KLINGEMANN1@KLINGEMANNCARCARE.COM

Hesselbein Tire Southwest, Inc.
4823 Corner Parkway
San Antonio, Tx. 78219
210-646-8448, Watts: (800)248-6030, Fax: (210)655-6132

March 24th, 2014



To: Whom it May Concern:

Re: Solitication No.: IFB JRD0009

Hesselbein Tire Southwest, Inc. agrees to supply Klingermann Tire with the following items at the price listed for a 12 month period:

Line # 2--Part # 55-120-135, 19.5L-24 Duramax, \$467.75
Line # 3--Part # 55-126-240, 21L24 Duramax, \$651.00
Line # 7--Part # 465388, 14.5/75-16.1 Titan, \$295.75
Line # 8--Part # 7257, 5.70x8 Deestone, \$20.50
Line # 17--Part # 7045, 20x10x10 Deestone, \$33.75
Line # 26--Part # 43P121, 20.5R25 Titan, \$1,478.00
Line # 27--Part # 7083, 23x10.50x12 Deestone, \$45.00
Line # 35--Part # 7033, 18x650x8 Deestone, \$20.50
Line # 36--Part # 5193011, 700-15 Carlisle, \$88.75
Line # 41--Part # OT1305, ST225/75R15 Omni, \$67.50
Line # 42--Part # OT1000, ST205/75R14 Omni, \$52.25
Line # 43--Part # 60-125-135, 12x16.5 Duramax, \$119.00
Line # 50--Part # OT1050, ST205/75R15 Omni, \$58.75
Line # 59--Part # STR-2078-LL, 750R16 Crosswind, \$117.50

Sincerely,

Ty Cordray
Hesselbein Tire Southwest

BRIDGESTONE/FIRESTONE GOVERNMENT SALES NET ONLY APPROVAL FORM

Dealer/Store: KLINGEMANN CAR CARE		6 Digit #: 251483		Contact Name: Raymond Klingemann		Date: 3/11/2014		FOR OFFICE USE ONLY								
Phone: 512-892-3737		Cell:		Contract Period: August 1, 2014 - July 31		Bid Dates 120 days after due date										
Govt Agency: CITY OF AUSTIN				Effective Date: 08/01/14		If not before than on this date		CONTROL #		START DATE		STOP DATE		PASSWORD		
State: TX				Email Address: klingemann1@klingemancarcare.com												
APPROVAL #: BID NO. JRD0009				Date Bid Due: 3/25/2014												
ARTICLE NUMBER	SIZE	Group	BRAND	PLY	LOAD	PATTERN	ESTIMATED QUANTITY	NET PRICE REQUESTED	PREVIOUS CONTRACT PRICE	QUANTITY SOLD LAST CONTRACT	Status	Replaced By	COMPETITION	COMPETITION PRICE	FET	COUNTER BID
321370	21L-24	AG	FS	12		AT UTILITY TLR4	8	\$1,012.04	New Bid						\$0.00	\$1,037.61
321587	14 5/7S-16 1	AG	FS	10		IND SPCL TLF3	9	\$447.59	New Bid						\$0.00	\$450.91
380269	19 5L-24	AG	FS	12	A8	AT UTILITY TLR4	8	\$794.29	New Bid						\$0.00	\$814.36
																AG 3.12.14
26495	P205/75R15	LTR	FS		97S	DESTINATION A/T	8	\$116.48	New Bid						\$0.00	\$81.27
26512	P215/75R15	LTR	FS		100S	DESTINATION A/T	18	\$121.04	New Bid						\$0.00	\$81.13
54239	P235/75R17	LTR	FS		108S	DESTINATION A/T	20	\$166.77	New Bid						\$0.00	\$110.74
189582	LT245/75R16	LTR	FS	E	120R	TRANSFORCE AT	37	\$115.94	New Bid						\$0.00	\$115.94
189650	LT235/75R15	LTR	FS	C	104R	TRANSFORCE AT	8	\$103.13	New Bid						\$0.00	\$103.13
189667	LT225/75R16	LTR	FS	E	115R	TRANSFORCE AT	8	\$114.34	New Bid						\$0.00	\$114.34
189718	LT235/85R16	LTR	FS	E	120R	TRANSFORCE HT	194	\$114.80	New Bid						\$0.00	\$114.80
189752	LT225/75R16	LTR	FS	E	115R	TRANSFORCE HT	91	\$111.53	New Bid						\$0.00	\$111.53
189769	LT245/75R16	LTR	FS	E	120R	TRANSFORCE HT	354	\$110.11	New Bid						\$0.00	\$110.11
189786	LT265/75R16	LTR	FS	E	123R	TRANSFORCE HT	31	\$126.24	New Bid						\$0.00	\$126.24
189820	9 50R16 5LT	LTR	FS	E	121R	TRANSFORCE HT	13	\$116.02	New Bid						\$0.00	\$116.02
189837	LT235/75R15	LTR	FS	C	104R	TRANSFORCE HT	67	\$103.67	New Bid						\$0.00	\$103.67
191262	LT235/80R17	LTR	FS	E	120R	TRANSFORCE HT	12	\$118.84	New Bid						\$0.00	\$118.84
200156	LT265/70R17	LTR	FS	E	121R	TRANSFORCE HT	72	\$134.18	New Bid						\$0.00	\$134.18
205222	LT245/75R17	LTR	FS	E	121R	TRANSFORCE AT	86	\$124.66	New Bid						\$0.00	\$124.66
207005	LT275/70R18	LTR	FS	E	125R	TRANSFORCE HT	34	\$144.86	New Bid						\$1.32	\$144.86
207259	LT275/85R18	LTR	FS	E	123S	TRANSFORCE HT	14	\$145.69	New Bid						\$0.00	\$146.89
207425	LT245/75R17	LTR	FS	E	121R	TRANSFORCE HT	67	\$121.12	New Bid						\$0.00	\$121.12
47167	P215/70R15	PSR	FS		97S	FR710	11	\$72.56	New Bid						\$0.00	\$68.37
85808	P175/65R14	PSR	FS		81T	FR710	26	\$66.54	New Bid						\$0.00	\$67.85
97759	P235/70R16	PSR	FS	XL	107T	DESTINATION LE 2	106	\$103.34	New Bid						\$0.00	\$103.34
97776	P235/70R17	PSR	FS	XL	108T	DESTINATION LE 2	67	\$101.92	New Bid						\$0.00	\$101.92
97793	P245/70R16	PSR	FS	O	106H	DESTINATION LE 2	80	\$101.78	New Bid						\$0.00	\$101.78
97814	P255/70R16	PSR	FS	O	108T	DESTINATION LE 2	45	\$114.11	New Bid						\$0.00	\$114.11
97946	225/65R17	PSR	FS	O	102H	DESTINATION LE 2	11	\$156.43	New Bid						\$0.00	\$84.77
98048	P255/65R17	PSR	FS	O	108T	DESTINATION LE 2	10	\$105.62	New Bid						\$0.00	\$105.62
112345	P215/60R16	PSR	FS		94S	FR710	118	\$88.41	New Bid						\$0.00	\$74.77
137930	185/65R15	PSR	FS		88H	PRECISION SPORT	67	\$64.85	New Bid						\$0.00	\$74.87
140344	P225/70R15	PSR	FS	O	100T	DESTINATION LE 2	66	\$87.98	New Bid						\$0.00	\$87.98
140599		PSR	FS		89T	PRECISION TOURING	11	\$62.98	New Bid						\$0.00	\$68.55
140633	P205/65R15	PSR	FS		92T	PRECISION TOURING	42	\$65.74	New Bid						\$0.00	\$71.81
																cont 3.12.14
156558	11R22 5	TBR	FS	16	H	FS560 PLUS	346	\$328.74	New Bid		Discontinue Sep 2014				\$29.39	\$310.12
248324	11R22 5	TBR	FS	16	H	FS561	346	\$328.74	New Bid		Available Oct 2014				\$29.39	\$310.12
233840	11R24 5	TBR	FS	16	H	FS820	17	\$371.80	New Bid						\$34.59	\$371.00
225034	11R24 5	TBR	BS	16	H	M853	15	\$536.31	New Bid						\$34.59	\$536.31
264095	215/75R17 5	TBR	BS	16	H	R184	104	\$306.48	New Bid						\$12.29	\$306.48
227296	245/70R19 5	TBR	BS	16	H	R250F	66	\$324.82	New Bid						\$13.61	\$324.82
159067	295/75R22 5	TBR	FS	14	G	FD690 PLUS	16	\$416.80	New Bid						\$25.23	\$332.85
196165	295/75R22 5	TBR	BS	14	GL	M726EL	16	\$416.80	New Bid						\$25.23	\$416.80
244329	315/80R22 5	TBR	BS	20	L	M860A (LIFE EXTENSION)	412	\$577.58	New Bid						\$61.43	\$577.58
241422	455/55R22 5	TBR	BS	M	M	Greatac M845 [Urban]	35	\$951.95	New Bid						\$38.75	\$951.95
																ldg 03.13.14
E Mail To: #N/A #N/A																

BRIDGESTONE/FIRESTONE GOVERNMENT SALES NET ONLY APPROVAL FORM																
Dealer/Store: KLINGEMANN CAR CARE		6 Digit #: 251483		Contact Name: Raymond Klingemann			Date: 3/11/2014		FOR OFFICE USE ONLY							
Phone: 512-892-3737		Cell:		Contract Period: August 1, 2014 - July 31, 2014			Bid Status: 120 days after due date									
Govt Agency: CITY OF AUSTIN				Effective Date: 08/01/14			If not before than on this date									
State: TX				Email Address: klingemann1@klingemanncarcare.com												
APPROVAL #: BID NO. JRD0009				Date Bid Due: 3/15/2014												
ARTICLE NUMBER	SIZE	Group	BRAND	PLY	LOAD	PATTERN	ESTIMATED QUANTITY	NET PRICE REQUESTED	PREVIOUS CONTRACT PRICE	QUANTITY SOLD LAST CONTRACT	Status	Replaced By	COMPETITION	COMPETITION PRICE	FET	COUNTER BID
321370	21L-24	AG	FS	12		AT UTILITY TLR4	8	\$1,012.04	New Bid						\$0.00	\$1,037.81
321567	14.5/75-16 1	AG	FS	10		IND SPCL TLF3	9	\$447.59	New Bid						\$0.00	\$466.91
360259	19.5L-24	AG	FS	12	A8	AT UTILITY TLR4	8	\$794.29	New Bid						\$0.00	\$814.38
26495	P205/75R15	LTR	FS		97S	DESTINATION A/T	8	\$116.48	New Bid						\$0.00	\$91.27
26433	P216/75R16	LTR	FS		100S	DESTINATION A/T	18	\$131.04	New Bid						\$0.00	No Bid
140310	P215/75R15	PSR	FS	0	100T	DESTINATION LE 2	19	\$122.04	New Bid						\$0.00	\$84.71
54236	P235/75R17	LTR	FS		108S	DESTINATION A/T	20	\$166.72	New Bid						\$0.00	No Bid
189582	LT245/75R16	LTR	FS	E	120R	TRANSFORCE AT	37	\$115.94	New Bid						\$0.00	\$115.94
189650	LT235/75R15	LTR	FS	C	104R	TRANSFORCE AT	8	\$103.13	New Bid						\$0.00	\$105.13
189667	LT225/75R16	LTR	FS	E	115R	TRANSFORCE AT	8	\$114.34	New Bid						\$0.00	\$114.34
189718	LT235/85R16	LTR	FS	E	120R	TRANSFORCE HT	104	\$114.80	New Bid						\$0.00	No Bid
189762	LT226/75R16	LTR	FS	E	116R	TRANSFORCE HT	91	\$111.53	New Bid						\$0.00	No Bid
189633	LT235/85R16	LTR	FS	E	120R	TRANSFORCE AT	92	\$112.53	New Bid						\$0.00	\$119.86
189769	LT245/75R16	LTR	FS	E	120R	TRANSFORCE HT	354	\$110.11	New Bid						\$0.00	\$110.11
189786	LT265/75R16	LTR	FS	E	123R	TRANSFORCE HT	31	\$126.24	New Bid						\$0.00	\$126.24
189820	9.50R16 5LT	LTR	FS	E	121R	TRANSFORCE HT	13	\$116.02	New Bid						\$0.00	\$116.02
189837	LT235/75R15	LTR	FS	C	104R	TRANSFORCE HT	67	\$103.67	New Bid						\$0.00	\$103.67
191282	LT235/60R17	LTR	FS	E	120R	TRANSFORCE HT	12	\$118.84	New Bid						\$0.00	\$118.84
200156	LT265/70R17	LTR	FS	E	121R	TRANSFORCE HT	72	\$134.18	New Bid						\$0.00	\$134.18
205222	LT245/75R17	LTR	FS	E	121R	TRANSFORCE AT	86	\$124.66	New Bid						\$0.00	\$124.66
207900	LT275/70R18	LTR	FS	E	125R	TRANSFORCE HT	34	\$144.86	New Bid						\$1.32	\$144.86
207619	LT275/65R18	LTR	FS	E	123S	TRANSFORCE HT	14	\$145.09	New Bid						\$0.00	\$145.09
225426	LT245/75R17	LTR	FS	E	121R	TRANSFORCE HT	67	\$121.12	New Bid						\$0.00	\$121.12
47167	P215/70R15	PSR	FS		97S	FR710	11	\$72.56	New Bid						\$0.00	

#N/A

#N/A

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	KANDU PARTNERS DBA KLINGEMANN CARCARE #1					
Physical Address	5635 Hwy 290 W					
Is Firm located in the Corporate City Limits? (circle one)	Yes <input checked="" type="checkbox"/>			No		
In business at this location for past 5 yrs?	Yes <input checked="" type="checkbox"/>			No		
Location Type:	Headquarters	Yes <input checked="" type="checkbox"/>	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name KANDU PARTNERS / KLLINGEMAN WPA CARE #1

1. Company's Name AMERICAN TIRE DIS
Name and Title of Contact WAYNE WILKINS ACCT MANAGER
Present Address 810 WEST HOWARD LANE
City, State, Zip Code AUSTIN TX 78753
Telephone Number (800) 222-1167 X6917 Fax Number (866) 853-2384
Email Address WWILKINS@ATD-US.COM

2. Company's Name CAPITOL CHEV
Name and Title of Contact BRYAN TANNER
Present Address 6200 SOUTH IH 35
City, State, Zip Code AUSTIN TX 78745
Telephone Number (512) 444-8888 Fax Number (512) 444-6010
Email Address WWW.CAPITOLCHEVY.COM

3. Company's Name MAXWELL FORD
Name and Title of Contact JACK STANLEY
Present Address 5000 SOUTH IH 35
City, State, Zip Code AUSTIN TX 78745
Telephone Number (512) 443-5000 Fax Number (512) 916-2695
Email Address DIKONARSKY@MAXWELLAUTO.COM

**City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0835: Non-Resident Bidder Provisions

Company Name KANJO PARTNERS DBA KLINGEMANN CASAAE #1

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NO Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: JRD0009

COMMODITY/SERVICE DESCRIPTION: Highway and Off Road
Tires and Tubes

DATE ISSUED: March 3, 2014

REQUISITION NO.: 7800 14021400206

COMMODITY CODE: 86305, 86307, 86310,
86315, 86320, 86325

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Jonathan Dalchau
Buyer II

Phone: (512) 974-2938

E-Mail: jonathan.dalchau@austintexas.gov

BID DUE PRIOR TO: 2:00 PM, Tuesday, March 25, 2014

BID OPENING TIME AND DATE: 2:15 PM, Tuesday, March 25,
2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

**For information on how to attend the Bid Opening online, please
select this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SPECIFICATION	4
0505	DELIVERY LOCATIONS	2
0600	BID SHEET – Must be completed and returned with Offer	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheets
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Section 0835 Nonresident Bidder Provision

*** DOCUMENTS ARE HEREBY INCORPORATED INTO THIS SOLICITATION BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THESE SECTIONS ARE AVAILABLE, ON THE INTERNET AT THE FOLLOWING ONLINE ADDRESS:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

IF YOU DO NOT HAVE ACCESS TO THE INTERNET, YOU MAY OBTAIN A COPY OF THESE SECTIONS FROM THE CITY OF AUSTIN PURCHASING OFFICE LOCATED IN THE MUNICIPAL BUILDING, 124 WEST 8TH STREET, ROOM #308 AUSTIN, TEXAS 78701; PHONE (512) 974-2500. PLEASE HAVE THE SOLICITATION NUMBER AVAILABLE SO THAT THE STAFF CAN SELECT THE PROPER DOCUMENTS. THESE DOCUMENTS CAN BE MAILED, EXPRESSED MAILED, OR FAXED TO YOU.

I AGREE TO ABIDE BY THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES. IN CASES WHERE THE CITY HAS ESTABLISHED THAT THERE ARE NO M/WBE SUBCONTRACTING GOALS FOR A SOLICITATION, I AGREE THAT BY SUBMITTING THIS OFFER

MY FIRM IS COMPLETING ALL THE WORK FOR THE PROJECT AND NOT SUBCONTRACTING ANY PORTION. IF ANY SERVICE IS NEEDED TO PERFORM THE CONTRACT THAT MY FIRM DOES NOT PERFORM WITH ITS OWN WORKFORCE OR SUPPLIES, I AGREE TO CONTACT THE SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT (SMBR) AT (512) 974-7600 TO OBTAIN A LIST OF MBE AND WBE FIRMS AVAILABLE TO PERFORM THE SERVICE AND AM INCLUDING THE COMPLETED NO GOALS UTILIZATION PLAN WITH MY SUBMITTAL. THIS FORM CAN BE FOUND UNDER THE STANDARD BID DOCUMENT TAB ON THE VENDOR CONNECTION WEBSITE:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

IF I AM AWARDED THE CONTRACT I AGREE TO CONTINUE COMPLYING WITH THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES INCLUDING CONTACTING SMBR IF ANY SUBCONTRACTING IS LATER IDENTIFIED.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS SUBMITTING A BINDING OFFER AND IS AUTHORIZED TO BIND THE RESPONDENT TO FULLY COMPLY WITH THE SOLICITATION DOCUMENT CONTAINED HEREIN. THE RESPONDENT, BY SUBMITTING AND SIGNING BELOW, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ENTIRE DOCUMENT PACKET SECTIONS DEFINED ABOVE INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, AND AGREES TO BE BOUND BY THE TERMS THEREIN.

Federal Tax ID No.: [REDACTED] Date: 3-24-2014

Company Name: Youngblood Automotive + Tire, LLC

Address: 375 Louis Henna West

City, State, Zip Code: Austin, TX 78728

Phone Number: 512-719-5700 Fax Number: 512-719-5793

Email Address: bdear@youngbloodytx.com

Printed Name of Officer or Authorized Representative: Brian Dear

Title: General Manager

Signature of Officer or Authorized Representative: 

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

**CITY OF AUSTIN
PURCHASING OFFICE
BID SHEET FOR TIRES AND TUBES**

Solicitation No.: IFB JRD0009

Special Instructions:

A bid of '\$0.00' (zero) will be interpreted by the City as a No-Charge (free) item and the City will not expect to pay for that item. A bid of 'No Bid' will be interpreted by the City that the responder does not wish to bid on that item.

SECTION 1 -- SPECIFIED ITEMS - MOST FREQUENTLY ORDERED ITEMS

Bidder must be able to provide tubes and tires and guarantee to hold prices firm for each twelve (12) month period per the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400 for the Specified Items listed below. These prices shall be based on the same Price List(s) and percentage discount(s) or markup(s) as identified below in Section 3 for the Non-Specified Items.

Revisions to Specified Items may only be adjusted using the Economic Price Adjustment - Specified Parts and/or Services provision in Section 0400.

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

PASSENGER, TRUCK, OTR TIRES AND TUBES

LINE #	MANUFACTURER TIRE SIZE	MANUFACTURER AND PART NUMBER	INDICATE PRICE LIST OFFERED	INDICATE MANUFACTURER'S PART NUMBER	UNIT PRICE TO CITY	UNIT	ESTIMATED ANNUAL QUANTITY	EXTENDED PRICE
2	TIRE 19.5L-24 BACKHOE 12PLY	Duramax or buyer approved equal	Galaxy Base Price	200438 EZ Rider	\$425.00	EA	8	\$3,400.00
3	TIRE 21L24	Duramax or buyer approved equal	Galaxy Base Price	Constellation	\$585.00	EA	8	\$4,680.00
4	TIRE LT225/75R16 ALL TERRAIN	Firestone or buyer approved equal	Bridgestone - TX	189667	\$112.00	EA	8	\$896.00
5	TIRE P205/75R15 AS6000	Firestone or buyer approved equal	Michelin 11-23V0710	10183	\$75.00	EA	8	\$600.00
6	TIRE P235/75R15 AT 6PLY	Firestone or buyer approved equal	Bridgestone - TX	189650	\$102.00	EA	8	\$816.00
7	TIRE 145/75X16.1 (10PLY) F3	Duramax or buyer approved equal	Superstrong Base	AM2038	\$225.00	EA	9	\$2,025.00
8	TIRE 5.70X8 HLNCR CT	Deestone/Carlisle or buyer approved equal	Deestone Base	7257	\$18.00	EA	9	\$162.00
9	TIRE P255/65R17 Highway	Firestone or buyer approved equal	Bridgestone - TX	98048	\$104.00	EA	10	\$1,040.00
10	PASSENGER TIRE 225/65R17 XL	Firestone or buyer approved equal	Bridgestone - TX	140922	\$82.00	EA	11	\$902.00
11	TIRE P195/65R15 HIGHWAY	Firestone or buyer approved equal	Bridgestone - TX	140599	\$62.00	EA	11	\$682.00
12	TIRE P215/70R15 HIGHWAY	Firestone or buyer approved equal	Bridgestone - TX	140684	\$63.00	EA	11	\$693.00

13	TIRE P235/70R16 AT XL (S-R)	Firestone or buyer approved equal	Bridgestone - TX	26767	\$112.00	EA	11	\$1,232.00
14	TIRE LT225/75R16 STEEL 10PLY	Michelin or buyer approved equal	Michelin 11-23V0710	8404	\$235.00	EA	12	\$2,820.00
15	TIRE LT235/80R17 E (10PLY)	Firestone or buyer approved equal	Bridgestone - TX	191282	\$116.00	EA	12	\$1,392.00
16	TIRE 950R16.5 HWY	Firestone or buyer approved equal	Bridgestone - TX	189820	\$115.00	EA	13	\$1,495.00
17	TIRE 20X10X10	Deestone/Carlisle or buyer approved equal	Deestone Base	511116	\$30.00	EA	14	\$420.00
18	TIRE LT275/65R18 HWY E (10PLY)	Firestone or buyer approved equal	Bridgestone - TX	207619	\$143.00	EA	14	\$2,002.00
19	TIRE 11R24.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	79184	\$369.00	EA	15	\$5,535.00
20	TIRE 295/75R225HT	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	50614	\$329.00	EA	16	\$5,264.00
21	TIRE TURF ATV 24X1200X12	Deestone/Carlisle or buyer approved equal	Deestone Base	D265	\$45.00	EA	16	\$720.00
22	11R245 DRIVE 16PLY H	Michelin/Bridgestone (89861) or buyer approved equal	Michelin 11-23V0710	89861	\$399.00	EA	17	\$6,783.00
23	TIRE 25X13X9	Deestone/Carlisle or buyer approved equal	Carlisle Base	588394	\$82.00	EA	17	\$1,394.00
24	TIRE P215/75R15 S_R passenger	Firestone or buyer approved equal	Bridgestone - TX	140310	\$115.00	EA	18	\$2,070.00
25	PASSENGER 235/75R17 HT S_R	Firestone or buyer approved equal	Michelin 11-23V0710	34949	\$138.00	EA	20	\$2,760.00
26	OTR 20.5R25 L3 TREAD 1*	Michelin or buyer approved equal	Michelin 11-23V0710	84298	\$2,835.00	EA	23	\$65,205.00
27	TIRE 23X1050X12	Deestone/Carlisle or buyer approved equal	Deestone Base	511121	\$40.00	EA	25	\$1,000.00
28	TIRE P175/65R14 passenger	Firestone or buyer approved equal	Michelin 11-23V0710	3156	\$75.00	EA	26	\$1,950.00
29	TIRE 10R22.5 HWY G (14PLY)	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	62086	\$299.00	EA	28	\$8,372.00
30	TIRE 10R22.5 MUD	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	87357	\$399.00	EA	31	\$12,369.00
31	TIRE LT265/75R16 HWY E (10PLY)	Firestone or buyer approved equal	Bridgestone - TX	189786	\$124.00	EA	31	\$3,844.00
32	TIRE LT275/70R18HT	Firestone or buyer approved equal	Bridgestone - TX	207500	\$142.00	EA	34	\$4,828.00

33	455/55R225 Truck X ONE XZUS-2	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	28513	\$1,055.00	EA	35	\$36,925.00
34	LT245/75R16 ALL TERRAIN (10PLY)	Firestone or buyer approved equal	Bridgestone - TX	189582	\$114.00	EA	37	\$4,218.00
35	TIRE 18X650X8	Deestone/Carlisle or buyer approved equal	Deestone Base	7033	\$18.00	EA	40	\$720.00
36	TIRE 7.00X15 HWY D (8PLY)	Deestone/Carlisle or buyer approved equal	Supermax Base	STB-4004A-Z	\$55.00	EA	42	\$2,310.00
37	TIRE LT235/85R16 AT E (10PLY)	Firestone or buyer approved equal	Bridgestone - TX	189633	\$118.00	EA	50	\$5,900.00
38	TIRE P205/65R15 S-H (SR)	Firestone or buyer approved equal	Bridgestone - TX	140633	\$65.00	EA	42	\$2,730.00
39	TIRE 425/65R22.5 MSPN 11829	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	11829	\$844.00	EA	45	\$37,980.00
40	TIRE P255/70R16 HWY XL, R	Firestone or buyer approved equal	Bridgestone - TX	97844	\$114.00	EA	45	\$5,130.00
41	TIRE ST225/75R15 E (10PLY)	Omni/Hercules or buyer approved equal	Hercules Base	68146	\$65.00	EA	49	\$3,185.00
42	TIRE ST205/75R14 C-D (6-8PLY)	Omni/Hercules or buyer approved equal	Hercules Base	63959	\$52.00	EA	51	\$2,652.00
43	12X165NHS TIRES (10-14PLY)	Duramax or buyer approved equal	Galaxy Base Price	111264	\$125.00	EA	66	\$8,250.00
44	TIRE 245/70R19.5 H (16 PLY)	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	89688	\$265.00	EA	66	\$17,490.00
45	TIRE P225/70R15 HWY R-S (SR)	Firestone or buyer approved equal	Bridgestone - TX	140344	\$86.00	EA	66	\$5,676.00
46	TIRE LT235/75R15 HWY C (6PLY)	Firestone or buyer approved equal	Bridgestone - TX	189837	\$102.00	EA	67	\$6,834.00
47	TIRE LT245/75R17HT	Firestone or buyer approved equal	Bridgestone - TX	225425	\$119.00	EA	67	\$7,973.00
48	TIRE P185/65R15 S-H (SR)	Firestone or buyer approved equal	Bridgestone - TX	137930	\$62.00	EA	67	\$4,154.00
49	TIRE P235/70R17 XL, R (SR)	Firestone or buyer approved equal	Bridgestone - TX	97776	\$100.00	EA	67	\$6,700.00
50	TIRE ST205/75R15 D-E (8-10PLY)	Omni/Hercules or buyer approved equal	Hercules Base	63962	\$56.00	EA	70	\$3,920.00
51	TIRE NEW LT265/70R17HWY	Firestone or buyer approved equal	Bridgestone - TX	200156	\$133.00	EA	72	\$9,576.00
52	TIRE LT225/75R16 HWY (10PLY)	Firestone or buyer approved equal	Bridgestone - TX	189752	\$109.00	EA	79	\$8,611.00

53	TIRE P245/70R16 XL R-S (SR)	Firestone or buyer approved equal	Bridgestone - TX	97793	\$99.00	EA	80	\$7,920.00
54	LT245/75R17ALLTERRAIN E(10PLY)	Firestone or buyer approved equal	Bridgestone - TX	205222	\$122.00	EA	86	\$10,492.00
55	TIRE 11R22.5 AGGRESSIVE/DRIVE	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	98035	\$375.00	EA	94	\$35,250.00
56	TIRE P235/70R16 XL (S-R)	Firestone or buyer approved equal	Bridgestone - TX	97759	\$102.00	EA	95	\$9,690.00
57	TIRE 215/75R17.5 HT H (16PLY)	Michelin/Bridgestone or buyer approved equal	Bridgestone - TX	264695	\$305.00	EA	104	\$31,720.00
58	TIRE P215/60R16 S-H (SR)	Firestone or buyer approved equal	Bridgestone - TX	140718	\$76.00	EA	118	\$8,968.00
59	TIRE 750R16 14PLY	Crosswind or buyer approved equal	Crosswind Base	STR-2078-LL	\$115.00	EA	126	\$14,490.00
60	TIRE LT235/85R16 HWY E (10PLY)	Firestone or buyer approved equal	Bridgestone - TX	189718	\$112.00	EA	144	\$16,128.00
61	TIRE 255/70R225 HWAY H (16PLY)	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	95971	\$295.00	EA	145	\$42,775.00
63	TIRE 12R22.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	63223	\$452.00	EA	193	\$87,236.00
64	TIRE 225/70R19.5AT MSPN 00691	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	691	\$354.00	EA	216	\$76,464.00
65	TIRE 225/70R19.5 HWAY G (14PLY)	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	74208	\$228.00	EA	307	\$69,996.00
66	TIRE 11R22.5 HWY H (16PLY)	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	68045	\$345.00	EA	346	\$119,370.00
67	TIRE LT245/75R16 HWY E (10PLY)	Firestone or buyer approved equal	Bridgestone - TX	189769	\$108.00	EA	354	\$38,232.00
68	TIRE 315/80R22.5 MSPN 77510	Michelin/Bridgestone or buyer approved equal	Michelin 11-23V0710	77510	\$748.00	EA	412	\$308,176.00
TOTAL								\$1,205,192.00

SECTION 2 -- DELIVERY CHARGE FOR CODE RED ITEMS ONLY

#	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
69	Flat fee for "Code Red" deliveries, to be made within 4 business hours.	12	EA	\$0.00	\$0.00
TOTAL EXTENDED PRICE FOR SECTION 1 AND SECTION 2 =					\$1,205,192.00

SECTION 3 -- NON-SPECIFIED ITEMS

Bidder must be able to provide other tubes and tires that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

Revisions to the prices may only be adjusted using the Pricing Requirements - Non Specified Items provision in Section 0400.

Bidder shall provide the manufacturer(s) name of the parts, the latest effective date of the identified price list(s), the name and number of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

#	CATEGORY	MANUFACTURER OF THE TIRE	NAME AND NUMBER OF PRICE LIST*	TIRES TIER LEVEL	MARK-UP TO PRICE LIST	DISCOUNT FROM PRICE LIST
70	Tires	Michelin	TXMAS 11-23V070	Tier 1	_____ % OR	45%
71	Tires	BFGoodrich	TXMAS 11-23V070	Tier 2	_____ % OR	45%
72	OTR Tires	Galaxy	Galaxy Base Price	N/A	_____ % OR	30%
73	Tubes	Carlisle	Carlisle Base	N/A	_____ % OR	30%

SECTION 4-- CONFIRMATION OF REQUIREMENTS

74	To be considered for award, Bidder must be able to provide "Code Red" deliveries within 4 business hours. Please circle "Yes" or "No"	<input checked="" type="radio"/> YES	OR	<input type="radio"/> NO
75	Can you provide delivery of all tires listed in SECTION 1 - SPECIFIED ITEMS by the third (3rd) working day?	<input checked="" type="radio"/> YES	OR	<input type="radio"/> NO

BIDDER MUST SUBMIT TWO (2) PRINTED COPIES OF ITS SIGNED BID - one original and one copy.

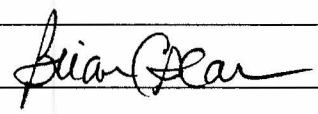
DELIVERY TERMS:

FOB DESTINATION, FREIGHT PRE-PAID AND ALLOWED

ALL CODE RED DELIVERIES TO BE MADE WITHIN 4 BUSINESS HOURS AFTER RECEIPT OF ORDER (ARO)

DELIVERY METHOD: COMMON CARRIER _____ VENDOR STAFF X

COMPANY NAME: Youngblood Automotive & Tire

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Brian Dear

EMAIL ADDRESS: bdear@youngbloodtx.com

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Youngblood Automotive & Tire, LLC					
Physical Address	375 Louis Henna West Austin, TX 78728					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name Youngblood Automotive & Tire, LLC

1. Company's Name Austin Independent School District
Name and Title of Contact Donna Magnuson - Procurement Specialist
Present Address 1111 W. 6th St, Ste A-330
City, State, Zip Code Austin, TX 78703
Telephone Number (512) 414-2114 Fax Number (512) 480-0924
Email Address donna.magnuson@austinsd.org

2. Company's Name APAC - Wheeler Coatings
Name and Title of Contact Ronnie Kastner - Fleet Manager
Present Address 1 Chisolm Trail Ste 450
City, State, Zip Code Round Rock, TX 78681
Telephone Number (512) 748-8245 Fax Number (512) 386-7598
Email Address ronnie.kastner@txconcrete.com

3. Company's Name LCRA
Name and Title of Contact Miguel Nunez - Fleet Manager
Present Address 6641 E. Ben White
City, State, Zip Code Austin, TX 78741
Telephone Number (512) 730-6213 Fax Number (512) 482-6338
Email Address miguel.nunez@lcra.org

**City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0835: Non-Resident Bidder Provisions

Company Name Youngblood Automotive & Tire, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____