AGREEMENT #R2017112/SVC-TIRES/1819
BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is dated as of the __________ day of __________ in the year 2018 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3366

(Hereinafter "**CITY"**) and

Boulevard Tire Center
816 S. Woodland Blvd
Deland, FL 32720
(386) 734-6447

(Hereinafter "**CONTRACTOR"**)

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, and CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only the CITY's appropriate Change Order Authority is authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

ARTICLE 1. - SERVICES

All work to be performed in accordance with this Agreement shall be completed in a timely and professional manner. The Services/Commodities under this Agreement may be the whole or only a part is generally described as follows:

TIRE SERVICES TO INCLUDE FURNISHING OF NEW AND RECAPPED TIRES

EMERGENCY EVENT OPERATIONS CONTINGENCY - The CITY reserves the right to request and utilize the Contractor's services under this Agreement during Emergency Events as may be deemed necessary by the City.

CONTRACTOR must furnish required tires, materials and services as specified in Exhibit A to include:

- Furnish and install State of Florida or Florida Sheriff's Association contract tires on City vehicles;
- Services at City Facilities to include scheduled tire services;
- Roadside emergency and non-emergency tire services;
- Furnish and install recap tires, which must include pick up of tire casings;
- Inventory minimum tire requirements;
- Storage of CITY's recap tires and casings; and
- Services to support the City during an emergency or disaster vent. This must require the CONTRACTOR to provide an outfitted service truck and mechanic with required parts and supplies to provide the required repair services potentially over an extended time period.

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

CONTRACT MANAGER - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of the Agreement.

CONTRACT ADMINISTRATOR - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – TERM AGREEMENT

A. AGREEMENT TERM: This Agreement shall be for a five (5) year period, which shall commence on December 10, 2018. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the CONTRACTOR. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of this Agreement must be in writing and subject to the same terms and conditions set forth in this Agreement. A renewal of this Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.

1. The CITY reserves the right to discontinue this Agreement in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total volume of commodities/services to be purchased under this open-end Agreement.

C. ORDERING: The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in this Agreement and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. FISCAL YEAR PURCHASE ORDER: CONTRACTOR will receive a purchase order for each fiscal year that the Agreement is in existence at the prices stated in this Agreement.

E. APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – RESPONSE TIME

A. Service hours are defined as:

(1) Standard Hours: Monday through Friday, excluding Holidays stated below, between the hours of 7:00 a.m. and 5:00 p.m.

(2) After Hours/Holiday Hours: After hours for standard business days, Monday through Friday between 5:01 p.m. and 6:59 a.m., Weekends beginning Friday at 5:01 p.m. through Monday at 6:59 a.m., and holidays defined as New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, July 4^{th}, Labor Day, Veteran's Day, Thanksgiving and the day after, and Christmas Eve/Day (days vary).

B. The CITY and the CONTRACTOR mutually agree to ON-SITE response times of:

(1) Non-Emergency On-Site or Unscheduled Services during standard hours: within three (3) hours to respond;

(2) Emergency Services during standard hours: within one (1) hour to respond; and

(3) Emergency Services after hours/holiday hours: within two (2) hours to respond.

C. EMERGENCY EVENT OPERATIONS - EMERGENCY OPERATIONS SERVICES as may be required by the CITY. Onsite response time shall be calculated from the time the call is placed to the CONTRACTOR to the time the CONTRACTOR's technician arrives to City Facility as follows:

(1) Critical Service – Within two (1) hours

(2) NON-Critical Service – Within four (3) hours

D. Response timeframes shall begin at the time the CITY first notifies the CONTRACTOR.

ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE

Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the contractor, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONTRACTOR relating to this agreement, performance, or compensation hereunder, the CONTRACTOR must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

ARTICLE 7. – AGREEMENT PRICING

A. DELIVERED PRICES: Agreement prices are FREIGHT PREPAID AND ALLOWED/ FOB: DESTINATION: CITY SERVICE AREA OR ROADWAY LOCATION. Agreement prices must be net of all labor, freight, handling, delivery, surcharges, stocking or any other incidental charges that may be required for the completion of this Agreement. Agreement price schedule is defined in Exhibit A.

B. PRICING: CONTRACTOR agrees to supply the CITY the items and/or services based on the below price structure:

1. Core items for Labor and/or specific services or commodity, as listed on Exhibit A, unit prices must remain fixed for the first year of this Agreement.
2. Non-Core items parts and/or services will be compensated based on a minimum discount percentage from MSRP/Retail or Suggested List Price and must remain fixed for the term of this Agreement as defined in Exhibit A. The discount percentage(s) must remain fixed for the term of this Agreement.
3. Tires available on the State of Florida and/or FL Sheriff's Association cooperative contracts will be paid by the CITY to the CONTRACTOR as a pass-through cost based on the contract price.

4. FEDERAL RESTRICTIONS – TIME AND MATERIAL CONTRACTS IN ACCORDANCE WITH 2 CFR 200.318(j)(i) RELATING TO HOURLY RATES AND COSTS NOT SPECIFICALLY IDENTIFIED IN EXHBIT A - The CONTRACTOR must provide the City with a written NOT TO EXCEED MAXIMUM CEILING price for the complete scope of work under time and materials. In accordance with 2 CFR §200.318, the CITY and CONTRACTOR will negotiate a maximum ceiling total price for labor, equipment, materials for each repair. This maximum ceiling total price work order must not be exceeded by the CONTRACTOR, if it is exceeded it is at the CONTRACTOR's risk.

   a. MATERIALS:
      i. The CONTRACTOR will be compensated for materials, sublet services, and rentals at the CONTRACTOR's actual cost.
      ii. The CONTRACTOR shall be responsible to competitively seek fair and reasonable pricing, which is in the best interest of the City, for all parts and materials purchased for the project.
      iii. The CONTRACTOR must submit copies of all CONTRACTOR's invoices for individual parts and/or components with payment applications. The City will withhold payment to the CONTRACTOR should the payment application not in compliance with this requirement.
      iv. All inbound shipping/freight costs will be compensated at the CONTRACTOR actual cost. Shipping/freight cost allowed are those costs for transporting directly from the supplier to the job site or supplier to CONTRACTOR. A copy of the CONTRACTOR's invoice must be attached to the payment application for reimbursement.

C. PRICE ADJUSTMENTS – CORE ITEMS

1. MAXIMUM PERCENTAGE INCREASE: The CONTRACTOR and the CITY have agreed to establish a maximum percentage increase for the second through fifth of the initial Agreement. The CONTRACTOR shall be responsible for providing written documentation supporting the requested increase to the CONTRACT ADMINISTRATOR in accordance with the Price Adjustment terms stated in this Article.

   b. Second year of the initial Agreement's maximum percentage increase is defined as 5%.
   c. Third year of the initial Agreement's maximum percentage increase is defined as 5%.
   d. Fourth year of the initial Agreement's maximum percentage increase is defined as 5%.
   e. Fifth year of the initial Agreement's maximum percentage increase is defined as 10%.

2. The CITY will allow one (1) price adjustment in each of the subsequent year following the initial year of this initial Agreement term. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

3. RECAP TIRES. Price adjustments during the second through fifth year of this initial Agreement will be allowed, but shall not exceed the maximum percentage increase proposed for that period. The requested adjustment must be that of general industry. In this event, written notification from the manufacturer stating the percentage of increase must be forwarded to the CONTRACTOR ADMINISTRATOR. This request will become effective thirty (30) calendar days from the date the notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date (thirty (30) calendar days from the CITY receipt of request). The CONTRACTOR's requested percentage increase must not exceed that of the manufacturer. If the CONTRACTOR fails to justify the requested increase, the CITY reserves the right to reject the price increase and cancel the balance of the contract.

4. LABOR, SERVICES AND NON-RECAP TIRE PARTS. Price adjustments during the second and third year of this initial Agreement will be allowed, but shall not exceed the maximum percentage increase proposed for that period. The requested adjustment must be submitted to the CONTRACT ADMINISTRATOR accompanied by substantiating proof of necessary increase (i.e. inflationary surge in fuel, wages, insurance, etc). In this event, written justification itemizing the adjustments and stating the percentage of increase must be forwarded to CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR will compare the requested price increase with the CPI index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request and other applicable indices. If justified and approved, this request will become effective thirty (30) calendar days from the date the notice was received by CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date (thirty (30) calendar days from City receipt of request). If the CONTRACTOR fails to justify the requested increase, CITY reserves the right to reject the price increase and cancel the balance of this Agreement.

5. Equitable Adjustments: The CITY may, in its sole discretion, make an equitable adjustment in this Agreement's terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just this particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of this Agreement would result in a substantial loss. Any and all equitable adjustments will be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR periodically to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

6. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

7. AGREEMENT RENEWAL

   a. Price adjustment, during the optional renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.

   b. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

ARTICLE 8. – INVOICING/PAYMENT TERMS

A. The payment terms agreed upon by the CITY and CONTRACTOR are Net 30. The allowed methods of payment are Electronic Funds Transfer (EFT) or Credit Card. The CITY elects to make EFT payment based on monthly statements.

B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

C. CONTRACTOR must warehouse the CITY's recapped tires and casings. The CILL will compensate the CONTRACTOR upon completion of the recap services with proof and verification of quantities and types received and stored security by the CONTRACTOR. The CONTRACTOR must be responsible for the security and maintaining accurate inventory of the recap tires until they are delivered and installed on CITY equipment. The CONTRACTOR must reimburse the CITY for the loss of CITY recapped casings or recapped tires. Reimbursement must be of like kind quality with equal or more casing life left.

D. WORK ORDER/INVOICES: Invoices shall bear upon their face the Purchase Order number. Work order must state the date and time of work, materials furnished, time call placed, time of arrival, state the work or parts provided, vehicle unit number, location of services location of delivery, quantities, unit prices and extended prices. All prices must be in accordance with Exhibit A. Invoices will not be paid unless and until the requirements have been fully met. Unit prices must be net of all transportation and delivery charges and must be prepaid in full to destination.

   1. CITY reserves the right to request List Price documentation from the CONTRACTOR for any part or non-contract tire where the individual unit price is $100.00 or more.

   2. Invoices/Work Order must state List and Discounted unit prices.

E. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein must not include sales or use tax.

F. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

ARTICLE 9. – WARRANTY/GUARANTEES

A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it may pursue in the event of CONTRACTOR's default.

B. PRODUCTS WARRANTY. Product or material must be warranted against any defects in materials and workmanship. This period of manufacturer's warranty must begin to run at the time the product(s) or material(s) are received, inspected, and accepted by a representative of the CITY. Manufacturer's warranty must apply unless otherwise specified in this Agreement.

C. SERVICE WARRANTY. Services and/or work must be warranted against any defects in workmanship. This period of warranty must begin to run at the time the completed, inspected, and accepted by a representative of the CITY. A ninety (90) day warranty shall apply unless otherwise specified in this Agreement.

D. MERCHANTABILITY WARRANTY. The goods or items furnished must be of a merchantability quality. They also must be suitable for the particular purpose as referenced in the solicitation document and in all supporting literature relating to the goods or items being purchased.

E. SPECIFICATION WARRANTY. The CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the solicitation package and this Agreement.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.

B. The following are the Change Order Authority Levels for the CITY.

1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars ($50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.

2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.

3. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 11. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.
- A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:
    - COMMERCIAL GENERAL LIABILITY - Not less than $1,000,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage.

- Business Auto Policy - Not less than $500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
- Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of $100,000.00 for each accident.
    - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONTRACTOR meeting the State's requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR must provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 12. - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold currently set at $150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. SETTLEMENT OF DISPUTES

i) Any dispute concerning a question of fact arising under this Agreement that is not resolved by the Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the awarded Bidder. The decision of the CONTRACT MANAGER, issued in writing, shall be the final decision of the City.

ii) Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the VENDOR from full and timely performance in accordance with the terms of this Agreement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.". (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. Reporting. Vendor shall allow access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

F. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

I. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

J. Procurement of recovered materials §200.322. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Minority Businesses and Women's Businesses. As required by CFR Title 2, §200.321 (b)(6), Contractor must take the following affirmative steps in the hiring of any subcontractors:

i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's enterprises; and
v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 13. – ADMINISTRATIVE FEE FOR PIGGYBACKING GOVERNMENTAL ENTITIES (OPTIONAL SHOULD THE BIDDER REQUEST TO OFFER THE AWARDED AGREEMENT TO OTHER GOVERNMENTAL AGENCIES)

A. The CONTRACTOR must compensate the CITY in an amount equal to one percent (1%) for all services and purchases made by Governmental Entities authorized to Piggy-Back for the term of this Agreement. Exclusion to the administrative fee shall be the purchase of new tires from the State of Florida and/or Florida Sheriff's Association Contract as this administrative fee will not be due.

B. The CONTRACTOR must provide semi-annual spending and volume reports to the CITY's Procurement Division for all Entities purchasing from this Agreement. Semi-annual report dates are defined as June 30th and December 31*. All reports must be delivered to the CITY's Procurement Division no later than the 15th day of the following month. The format of the reports may be either in hardcopy and/or in a Microsoft Excel File. *The first report period is defined as December 10, 2018 through June 30, 2018.

C. The CONTRACTOR must make annual payments for the Administrative Fee to the CITY and the payment will be based on the period of January 1st through June 30th; and July 1st through December 31st for each year of this Agreement.

Payments shall be received by the City no later than the end of the month for the previous period end month (i.e. February 28th and July 31st) for each year of this Agreement. Compensation must be in the form of a business or certified check and made payment to the City of Punta Gorda.

D. Piggyback Authorization for Governmental Agencies - The CONTRACTOR must submit an executed "Participating Addendum", signed by both the CONTRACTOR and Governmental Agency, to the CITY's Procurement Division for approval to participate. A copy of the final executed Addendum will be provided to both the CONTRACTOR and Governmental Agency.

ARTICLE 14. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce the City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR must be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they must hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.

2. CONTRACTOR must hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business if physically located within the city limits.

3. CONTRACTOR has familiarized himself with the nature and extent of this Agreement, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

4. CONTRACTOR must comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.

5. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that has been discovered in this Agreement and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.

6. SUBCONTRACTORS – Not allowed.

7. Contract Work Hours/Safety Standards Act. CONTRACTOR must be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

8. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work under this Agreement. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

9. Competent Personnel. CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in this scope of work.

10. System for Award Management Maintenance FAR 52.204-13 – CONTRACTOR'S requirement for maintaining DUNS Number and CAGE Code:

   a. Definitions. As used in this clause— "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors. "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4- character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4- character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

   b. "Registered in the System for Award Management (SAM) database" means that—

      i. The CONTRACTOR has entered all mandatory information, including the DUNS number or the DUNS+4 number, the CONTRACTOR and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see FAR subpart 4.14), into the SAM database;

      ii. The CONTRACTOR has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

iii. The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The CONTRACTOR will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

iv. The Government has marked the record "Active".

c. "System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance- related processes. It includes—

i. Data collected from prospective Federal awardees required for the conduct of business with the Government;

ii. Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

iii. Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

d. The CONTRACTOR is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the CONTRACTOR is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

e. CONTRACTOR changes:

i. If a CONTRACTOR has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart FAR 42.12, the Contractor shall provide the responsible CONTRACT ADMINISTRATOR a minimum of one business day's written notification of its intention to—

1. Change the name in the SAM database;
2. Comply with the requirements of subpart 42.12 of the FAR; and
3. Agree in writing to the timeline and procedures specified by the responsible CONTRACT ADMINISTRATOR. The CONTRACTOR shall provide with the notification sufficient documentation to support the legally changed name.

ii. If the CONTRACTOR fails to comply with the requirements of paragraph e(i) of this clause, or fails to perform the agreement at paragraph e(i)(3) of this clause, and, in the absence of a properly executed novation or change-of name agreement, the SAM information that shows the CONTRACTOR to be other than the CONTRACTOR indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

iii. The CONTRACTOR shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the CONTRACTOR's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

iv. The CONTRACTOR shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The CONTRACTOR shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

1. Via the internet at http://fedgov.dnb.com/webform or if the CONTRACTOR does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
2. (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

b. CONTRACTOR may obtain additional information on registration and annual confirmation requirements at https://www.acquisition.gov.

ARTICLE 15. – INDEMNIFICATION / LIMITS OF LIABILITY

A. INDEMNIFICATION The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to misuse or modification or CONTRACTOR's products. If any product is the subject of an infringement suit or in the CONTRACTOR'S opinion is likely to become the subject of such a suit, the CONTRACTOR may at its sole expense PROCURE for the CITY the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the right to continue using the product, the CONTRACTOR shall remove the product and refund the CITY amounts paid in excess of a reasonable payment for past use. The CITY shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at CONTRACTOR'S sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the CITY in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

B. LIMITATION OF LIABILITY. For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of $25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 16. - MISCELLANEOUS

A. PUBLIC RECORDS COMPLIANCE

1. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

   a. Keep and maintain public records required by the CITY to perform the service.
      i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See* *http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/)*.

ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.

c. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONTRACTOR does not transfer the records to CITY.

d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@CityofPuntaGordaFL.com , OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONTRACTOR in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

E. SUBSTITUTIONS. In the event the CONTRACTOR is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the Agreement price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the Bidder is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the Bidder.

F. INDEPENDENT CONTRACTOR. CONSULTANT must perform the services under this Agreement as an independent contractor and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

G. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

H. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

I. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

J. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

K. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

CONTRACTOR – EARL W. COLVARD, INC.
D/B/A BOULEVARD TIRE CENTER

Witness

By: Michael Drungell

Address for giving Notices:
816 S. Woodland Blvd
Deland, FL 32720

Print Name: MICHAEL DRUNGELL

Date: 11/27/2018

CITY OF PUNTA GORDA

By:

Witness

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

Print Name: Howard Kunik, City Manager

Date: 11/28/2018

CONTRACT – TIRE SERVICES
AGREEMENT #R2017112/SVC-TIRES/1718
INITIAL PERIOD ☒ RENEWAL PERIOD ☐ EXTENSION ☐

CONTRACT PERIOD: December 10, 2018 THRU December 9, 2023

PRICES EFFECTIVE THROUGH: December 9, 2019

NOTE: Prices may remain fixed for an extended period if price adjustment not requested by Vendor

JULIE ROGAN-SUTTER, CONTRACT ADMINISTRATOR – JRogan-Sutter@CityofPuntaGordaFL.com, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: Boulevard Tire Center

PAYMENT TERMS: Net 30 – FINANCE TO PAY MONTHLY STATEMENT BY EFT

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 5% 3RD YEAR – 5% 4th YEAR – 5% 5TH YEAR – 10%

RESPONSE TIME:
- Non-Emergency On-Site or Unscheduled Services during standard hours: 3 hours
- Emergency services during standard hours – 1 hour
- Emergency services after hours/holiday hours – 2 hours
- Emergency Event Operations:
  - Critical Service – 1 hour
  - Non-Critical Service – 3 hours

Service hours are defined as:

b) Standard Hours: Monday through Friday, excluding Holidays stated below, between the hours of 7:00 a.m. and 5:00 p.m.

c) After Hours/Holiday Hours: After hours for standard business days, Monday through Friday between 5:01 p.m. and 6:59 a.m., Weekends beginning Friday at 5:01 p.m. through Monday at 6:59 a.m., and holidays defined as New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and the day after, and Christmas Eve/Day (days vary).

DEPARTMENT REQUIREMENTS

1) Departments must enter a requisition with estimated dollars for issuance of a Blanket PO.
2) Supervisors must verify work performed on all invoices prior to authorizing payment of invoices.
3) ALL invoices must be submitted to Procurement to verify contract rates and tire pricing

ITEM	DESCRIPTION	UOM	BOULEVARD UNIT PRICE	
A.	**Tire Service Calls**			
1	Standard on-site at City Facility	Per Incident	$ 55.00	
2	Standard - Roadside	Per Incident	$ 65.00	
3	Emergency - City Facility or Roadside	Per Incident	$ 95.00	
B.	**FLAT RATE CHARGES**			
1	**FLAT RATE** to include tire change out for replacement with spare or a new tire; or removal for repair existing tire and re-install of repaired tire.			
	a. Passenger and Light Truck up to 1 Ton	Per Tire	$ 15.00	
	b. Trailers	Per Tire	$ 20.00	

ITEM	DESCRIPTION	UOM	BOULEVARD UNIT PRICE	
	c. Medium Duty Trucks above 1 ton to 5 ton, including Refuse Truck rear tires.	Per Tire	$ 24.00	
	d. Heavy Duty Trucks above 5 tons (Including Refuse Trucks)	Per Tire	$ 30.00	
	e. Heavy Equipment to include loaders and backhoes	Per Tire	$ 55.00	
2	SCHEDULED WEEKLY SERVICE – REFUSE TRUCKS - ARRIVING BETWEEN 7 AND 8:30 AM			
	Inspection and airing of tires – NO TIRE REPLACEMENT	Per Truck	$ 10.00	
3	Aluminum Rim Clean	Per Tire	$ 20.00	
4	Tire Sealant	Per Ounce	$ 0.26	
5	Foam Fill	Per Pound	$ 1.15	
6	Super Single Switch for Large Refuse	Per Tire	$ 27.00	
7	Tire Switch for Medium Truck	Per Tire	$ 24.00	
8	Refurbish wheels for Refuse Trucks	Per Truck	$ 21.00	
C.	**TIRE REPAIR SERVICES**			
1	Passenger and Light Truck up to 1 Ton. NOTE: Repairs may not be completed on Police vehicles due to liability. All Police tires shall be replaced.	Per Plug	$ -	
		Per Patch	$ 2.00	
2	Trailers	Per Plug	$ -	
		Per Patch	$ 2.00	
3	Medium Duty Trucks above 1 ton to 5 ton, including Refuse Truck rear tires.	Per Plug	$ -	
		Per Patch	$ 6.00	
4	Heavy Duty Trucks above 5 tons, including Refuse Truck front/steering tires	Per Plug	$ -	
		Per Patch	$ 7.50	
5	Heavy Equipment to include loaders, backhoes and other heavy equipment	Per Plug	$ 8.00	
		Per Patch	$ 18.00	
6	Equal Tire Balance-Pass/Light Truck	Per Tire	$ 12.00	
7	Equal Tire Balance-Medium Truck	Per Tire	$ 18.00	
8	Equal Tire Balance-Trailers	Per Tire	$ 12.00	
9	Equal Tire Balance-HD Trucks >5 ton	Per Tire	$ 22.00	
D.	**TIRE SERVICES –EMERGENCY/DISASTER EVENTS**			
1	OUTFITTED TIRE SERVICES TRUCK AND MECHANIC (PARTS AND MATERIALS NOT TO BE INCLUDED IN THIS FEE AND WILL BE REIMBURSED AS A PASS-THRU COST)	Per Hour	$ 75.00	
E.	**PARTS AND MATERIALS (EXCLUDING TIRES)**			
1	Passenger Vehicle Valve Stems (Installed)	Each	$ 1.00	
2	Medium Truck Valve Stems (Installed)	Each	$ 2.50	
3	Gator Caps (Installed)	Each	$ 1.00	
4	Minimum percentage off list price for the purchase of tires not identified on the FL Sheriff's Association or State of Florida Contract	Percent	25%	
5	Minimum Percentage off of Retail Price for parts and materials not specifically identified	Percent	25%	

ITEM	DESCRIPTION	UOM	BOULEVARD UNIT PRICE	
F.	**TIRE DISPOSAL FEES**			
1	Passenger and Light Truck up to 1 Ton	Each	$ 3.00	
2	Trailers	Each	$ 3.00	
3	Medium Duty Trucks above 1 ton to 5 ton, including Refuse Truck rear tires.	Each	$ 7.00	
4	Heavy Duty Trucks above 5 tons (Including Refuse Trucks)	Each	$ 14.00	
5	Heavy Equipment to include loaders and backhoes	Each	$ 35.00	
G.	**RECAPPED TIRES – BANDAG ONLY**			
	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE WITH TIRE CASING EXCHANGE	UNIT PRICE WITHOUT TIRE CASING EXCHANGE
1	12R22.5 Firestone T819, Refuse Tread	Each	$ 165.10	$ 240.10
2	11R22.5 Firestone T819, Refuse Tread	Each	$ 159.63	$ 224.63
3	385/65R22.5 Unisteel G286, Refuse Tread	Each	$ 189.36	$ 254.36
4	12R22.5 Unisteel G287, Dump Truck Lug Pattern	Each	$ 147.11	$ 222.11
5	11R22.5 Unisteel G287, Dump Truck Lug Pattern	Each	$ 140.31	$ 205.31
6	265/75R22.5 Unisteel G149, Dump Truck Lug Pattern	Each	$ 125.80	$ 165.80
7	385/65R22.5 Unisteel G286, Dump Truck Lug Pattern	Each	$ 189.36	$ 254.36
8	12R22.5 Unisteel G287, Highway Tread	Each	$ 113.73	$ 178.73
9	11R22.5 Unisteel G287, Highway Tread	Each	$ 109.12	$ 174.12
10	265/75R22.5 Unisteel G149, Highway Tread	Each	$ 99.54	$ 129.54
11	385/65R22.5 Unisteel G286, Highway Tread	Each	$ 189.36	$ 254.36
12	425/65R22.5 Unisteel G286, Highway Tread	Each	$ 202.70	$ 252.70
13	11R22.5 Rib Trac Plus, All Position Tread	Each	$ 143.02	$ 198.02
14	Casing Section Repair	Each	$ 18.50	
15	Nail Hole Repair in Casing	Each	$ 4.00	
16	Bead or Spot Repair	Each	$ 8.00	
17	Radial Section Repair Only	Each	$ 36.00	
18	Minimum Percentage off current suggested List Price for all other recapped tires not specifically identified above	Percent	25%	

1) SCOPE OF SERVICES

a) At a minimum, the following services must be included in your proposal:

  i) Furnish and install tires on City vehicles at City facilities;

  ii) Roadside emergency and non-emergency (unscheduled) tire services and/or repairs;

  iii) On-site scheduled tire services, which will be on Monday or Thursdays beginning between 7:30 and 8:00 am;

  iv) Furnish and install recap tires, which includes the pickup of tire casings;

  v) Inventory minimum tire requirements and maintain accuracy of inventory; and

  vi) Services to support the City during an emergency or disaster event; which includes providing an outfitted service truck, with a mechanic and parts/supply for tire repairs. The Bidder must commit to the City only and will not be released for other work.

b) New Tires

  i) Contractor must provide new tires from one of the aforementioned cooperative contracts for installation on City vehicles/equipment.

  ii) In the event, a tire is required that is not available on either of the cooperative contracts the Contractor will provide the tires based on this Agreement stated minimum discount from suggested Retail Pricing.

c) Recap Tires

  i) Recap tires must be in accordance with the minimum qualification requirements stated above.

  ii) Installation of recap tires.

  iii) Casings

    (1) Recap Casings

    (2) Bidder must use all tire casings designated for the recap process.

    (3) Bidder must notify the City in writing, via email, of casings deemed not suitable for recapping. The Bidder shall be responsible for legal disposal of unsuitable casings.

    (4) Bidder must propose prices for recaps with and without casing exchange. Repair costs for recapping must also be provided.

      (a) The City reserves the right to add new tire sizes to the recap program at any time during this Agreement. The Procurement Office and Contractor shall negotiate the unit prices at the time of inclusion.

d) Services

  i) The Contractor will be responsible to provide scheduled and non-scheduled services under the Agreement.

  ii) The City reserves the right to add additional tire related services at any time during this Agreement.

2) CONTRACT REQUIREMENTS

a) Invoicing:

  i) The Offeror must provide the City a work ticket upon completion of service. The ticket time, services performed, mileage and materials shall be verified by a City representative and shall state: 1) time call placed; 2) time of arrival; 3) time completed; 4) services performed; 5) vehicle unit number; 6) location of service; 7) mileage and 6) parts used.

  ii) Invoices must state the above information and include 1) contract rates for services performed; and 2) part used with retail price and discounted price listed.

  iii) Emergency service during normal hours will be defined at the time of call for service.

  iv) Tire Disposal charges must be on the actual invoice provided for service. These fees are not to be combined on a single monthly invoice.

b) Bidder must have the ability to maintain and warehouse frequently used tires to satisfy Emergency and Non-Scheduled Non-Emergency calls and requests for service. The inventory shall include four (4) each of the following tires:

   i) P235/55R17

   ii) P265/70R17

   iii) P225/60R18

   iv) P245/55R18

   v) P265/60R17

c) Bidder will also be required to deliver tires requested by the Police Department to the City's current service center, which it currently is Gettle Lincoln on Tamiami Trail in Punta Gorda. In all instances the Bidder's driver must obtain a signature of receipt from the Gettle service desk. The invoice will be paid by the City.

d) Bidder must have the ability to warehouse the recapped City casings. The Offeror must have the capability to secure the casing and maintain accurate inventory of the recap tires until they are delivered and installed on City equipment. The City shall be reimbursed for the loss of City recapped casings. Reimbursement shall be of like kind quality with equal or more casing life existing.

e) Bidder must be committed and capable of providing services after emergency/disaster events.

f) Safety: Contractor is responsible utilizing safety equipment and other precautions to ensure that their employees and anyone who may come within the work perimeter will not be injured.

g) PERFORMANCE OF SERVICES

   i) The Contractor shall direct their technicians that they will be required to check in and out of City facilities with the stated City Representative or their designee. They are to advise the City Representative or designee of their arrival. Upon leaving the facility, the technician shall provide the City Representative or designee with a work order detailing the explanation of the problem and corrective action taken or repairs made.

   ii) Any unsafe conditions that may be a safety hazard or a detriment to the continued operation of any system shall be reported immediately to the location City Representative, or the designee.

   iii) All Contractor employees shall wear identifying shirts or badges stating their name and the name of the company.