SOLICITATION REFERENCE NUMBER: #R08073 PROJECT NAME: SVC-TIRES/0708

THE CITY IS UTILIZING WWW.PGORDA.COM FOR ON-LINE POSTING OF SOLICITATIONS. ALL BIDDERS/RESPONDENTS MUST REGISTER RECEIPT OF A SOLICITATION WITH THE CITY OF PUNTA GORDA. BY COMPLETING AND RETURNING THIS FORM, YOU ARE REGISTERING RECEIPT OF THIS SOLICITATION WITH THE CITY AND REQUESTING NOTIFICATION OF ADDENDA THAT MAY BE ISSUED REGARDING THIS SOLICITATION.

THE CITY WILL ATTEMPT TO NOTIFY ALL PROSPECTIVE BIDDERS/RESPONDENTS OF ADDENDA ISSUED TO THE SOLICITATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE BIDDER/RESPONDENT, PRIOR TO SUBMITTING THEIR RESPONSE, TO EITHER:

1. VISIT WWW.PGORDA.COM TO VIEW THE SOLICITATION AND DOWNLOAD ALL ISSUED ADDENDA; OR
2. CONTACT THE PROCUREMENT DIVISION TO DETERMINE IF ADDENDA WERE ISSUED.

BIDDERS MUST ACKNOWLEDGE AND INCORPORATE THE ADDENDA INTO THEIR RESPONSE.

PLEASE BE ADVISED THAT THE CITY WILL POST ADDENDA, IN ADOBE FORMAT, WITH THE CORRESPONDING ON-LINE SOLICITATION.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAX THIS COMPLETED REGISTRATION FORM TO: (941) 575-3340

NOTE - THIS SOLICITATION:

X Does not contain plans or drawings

SEALED
REQUEST FOR PROPOSAL

TIRE SERVICES AND SUPPLIER
(RECAP AND NEW TIRES)
RFP #R08073/SVC-TIRES/0708

CITY OF PUNTA GORDA
PROCUREMENT DIVISION

SUBMIT TO:

CITY CLERK'S OFFICE
326 West Marion Avenue
Punta Gorda, Florida 33950

DATE OF OPENING:

MAY 28, 2008

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CITY OF PUNTA GORDA, FLORIDA
TIRE SERVICES/SUPPLIER
#R08073/SVC-TIRES/0708

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SUBMIT RESPONSE TO: CITY OF PUNTA GORDA CITY CLERK'S OFFICE 326 WEST MARION AVENUE PUNTA GORDA, FLORIDA 33950	**SEALED** **REQUEST FOR PROPOSAL**
Contact: Marian Howe, CPPO, CPPB Procurement Manager (941) 575-3348	SEALED REQUEST FOR PROPOSAL No: #R08073/SVC-TIRES/0708
Opening Date: MAY 28, 2008 Opening Time: 3:00 p.m. or as soon thereafter	TITLE: SEALED REQUEST FOR PROPOSAL City of Punta Gorda, Florida ***TIRE SERVICES/SUPPLIER***

May 1, 2008

Dear Offeror:

The City of Punta Gorda will be accepting SEALED REQUEST FOR PROPOSALS for a **CURRENT STATE OF FLORIDA STATE CONTRACT VENDOR TO PROVIDE TIRE SERVICES AND SUPPLIER OF RETREAD TIRES** at the City Clerk's Office, City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950 until MAY 28, 2008 at 3:00 p.m.

A Pre-Proposal Meeting will be held on MAY 15, 2008 at 10:00 a.m. in the City Hall Annex, Procurement Division, 126 Harvey Street, 2nd Floor Conference Room, Punta Gorda, Florida.

The opening of the SEALED REQUEST FOR PROPOSAL shall be conducted in a public forum at the City Council Chambers, 326 W. Marion Avenue, Punta Gorda, Florida. All Offerors are invited to attend the public opening.

All information received will be maintained with the project file and will not be returned.

Sincerely,

Marian Howe Pace, CPPO, CPPB
Procurement Manager

SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
TIRE SERVICES/SUPPLIER
#R08073/SVC-TIRES/0708
GENERAL CONDITIONS & INSTRUCTIONS TO OFFERORS

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Punta Gorda (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Punta Gorda, a municipal corporation of the State of Florida. The term "RFP" refers to this Sealed Request for Proposal. The term "solicitation" refers to the entire RFP package and the Offeror's submittal as a response to this RFP. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation.

1. OFFEROR REGISTRATION

Offerors who obtain solicitation documents from sources other than the City or download from www.pgorda.com must officially register receipt of the solicitation with the City's Procurement Division in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda.

2. CONTACT

All prospective Offerors are hereby instructed not to contact any member of the City of Punta Gorda City Council, City Manager, or City of Punta Gorda staff member other than the contact person indicated in Page 1 regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

3. ADDENDA AND INQUIRIES

3.1 If there is any doubt as to the true meaning of the specifications and information provided , Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement Manager, Procurement Division, 326 West Marion Avenue, Punta Gorda, FL 33950, Fax No. (941) 575-3340. The City will respond to written or faxed inquiries received at least five (5) City business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by an addenda duly issued to each registered Offeror. Receipt of such an addenda must be so noted on or within your response. It is the Offeror's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The City will not respond to oral inquiries.

4. PUBLIC OPENING

Submittals shall be received in the City Clerk's Office, 326 W. Marion Avenue, Punta Gorda, FL 33950 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of the Offerors shall be read off at the specified location.

5. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send submittal:

City Clerk
City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.

6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.

6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening, constitute an irrevocable offer for a period of ninety (90) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No offeror may withdraw their proposal during this ninety (90) day period.

6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and internet., will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the City Clerk's Office by the date and time specified for opening.

6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

7. SUBMITTAL PREPARATION COST

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

8. ACCURACY OF SUBMITTAL INFORMATION

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

10. POSTING OF NOTICE OF INTENT

A notice of intent for award will be posted for review by interested parties in City Hall and on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

11. PUBLIC RECORDS/TABULATION

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the City's Internet Website at www.pgorda.com.

12. RESERVED RIGHTS

12.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.

12.2 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12.3 CITY reserves the right to reject the submittal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

13. INSURANCE

REFER TO ATTACHMENT "A" FOR THE CITY'S INSURANCE REQUIREMENTS.

14. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

14.1 Each Offeror shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

14.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on

the convicted vendor list.

14.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-contractor acceptable to the City.

15. GRATUITIES AND KICKBACKS

15.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

15.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

15.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

16. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

17. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

17.1 October 1, 1975.

17.2 Qualification for elective office.

17.3 Appointment to public office.

17.4 Beginning public employment

18. DRUG FREE WORKPLACE:

The City of Punta Gorda has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Punta Gorda workplace.

The City of Punta Gorda requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tie breaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

19. APPLICABLE LAWS

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

20. COMPETENT PERSONNEL

Competent Personnel - All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

21. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

21.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

21.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.

22. SPECIFICATIONS

22.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the

Specifications shall be made on the basis of this statement.

22.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

23. SUSPENSION OF WORK

The City may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the City to do so. The City shall provide the Offeror written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or similar circumstances. After receiving a suspension notice, the Offeror shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Offeror, the City shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Offeror to any additional compensation.

24. TERMINATION FOR CONVENIENCE

The City, by written notice to the Offeror, may terminate the Contract in whole or in part when the City determines in its sole discretion that it is in the City's interest to do so. The Offeror shall not furnish any product or services after the termination date stated within the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The termination notice shall state 1) termination date; and 2) continued portion of the Contract to be completed, if any. The Offeror shall not be entitled to recover any cancellation charges or lost profits.

25. TERMINATION FOR CAUSE

The City, by written notice to the Offeror, may terminate the Contract if the Offeror fails to (1) deliver the product or provide services within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Offeror shall continue work on any work not terminated. The termination notice shall state: 1) termination date; 2) continued portion of the Contract to be completed, if any; and 3) reason for termination. Except for defaults of subcontractors at any tier, the Offeror shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Offeror. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Offeror and the subcontractor, and without the fault or negligence of either, the Offeror shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Offeror to meet the required delivery schedule. If, after termination, it is determined that the Offeror was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City. The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under the Contract.

26. FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY

The Offeror shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Offeror or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Offeror believes is excusable, the Offeror shall notify the City in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Offeror could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Offeror first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the City. The Offeror shall not be entitled to an increase in the Contract price or payment of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Offeror shall perform at no increased cost, unless the City determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the City, in which case the City may (1) accept allocated performance or deliveries from the Contractor, provided that the Offeror grants preferential treatment to City with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Offeror for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

27. ACCEPTING CONTENT OF PROPOSAL

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

28. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Punta Gorda is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

29. ASSIGNMENT

29.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

29.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

30. SOLICITATION FORMS

30.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

30.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

30.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

31. INDEMNIFICATION/HOLD HARMLESS

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 Customers, 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 or a Customer. 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 a Customer's misuse or modification or Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. 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 Customer 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 Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer 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 or Customer 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 or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

32. 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 a purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement. Unless otherwise specifically enumerated in the Contract 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 backup 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.

33. *RECORDS RETENTION/AUDIT*

All governmental contracts and agreements are required to be maintained for a period of five (5) years after the expiration of the contract or agreement. Therefore the Contractor shall be required to retain all records relating to the resulting contracts for the same period of time after expiration of contract/agreement. The City reserves the right to audit the Contractor's records throughout the term of the contract and records retention period.

The City reserves the right to conduct an inventory of all recap tires through a scheduled visit with Offeror.

SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
TIRE SERVICES/SUPPLIER
#R08073/SVC-TIRES/0708
SCOPE OF SERVICE & CONTRACT REQUIREMENTS

1. INTENT

1.1. Currently, the City purchases and warehouses tires from the State of Florida State Contract. In most instances the Fleet Management Division installs the majority of tires. Tire repairs and on-road services are provided by a contracted vendor.

1.2. The City will be reorganizing the Fleet Management Division and their services provided. Therefore, it is the intent of the City to award a five (5) year contract with a tire company to perform the following:

1.2.1. On-Road/On-Site Emergency Tire Services – Seven days a week, 24 hours per day;

1.2.2. On-Road/On-Site Non-Emergency Tire Services (Not Scheduled) – Five days a week, Monday through Friday, 7:00 a.m. to 5:00 p.m.;

1.2.3. Scheduled On-Site Tire Services - Five days a week, Monday through Friday, 7:00 a.m. to 5:00 p.m.;

1.2.4. Ability to sell new tires based on State of Florida – State Contract Pricing, State Term Contract #863-000-06-1, manufacturers Goodyear and Firestone/Bridgestone; and

1.2.5. Exchange of existing tire casings and recapping per the specification contained herein. Approved recap manufactures are: 1) Bandag; 2) Michelin; 3) Goodyear; or 4) BF Goodrich

1.2.5.1. The approved recapping technology is the Precure using ring or band method.

1.3. Services will be used by the entire City fleet, which includes Public Safety.

1.4. The City desires the Offeror to store all City recapped tires at their secured facility or a secured storage facility..

1.5. Services shall include Emergency Recovery Operations following an emergency or disaster event.

1.6. The City desires to award the contract to one vendor. However, due to the needs of the Police pursuit vehicles, the City may deem it necessary to split the award to assure a Goodyear dealer is contracted solely for the Police Department.

2. MINIMUM QUALIFICATIONS

2.1. The offeror shall be a current dealer for Bridgestone/Firestone North America Tire, LLC or The Goodyear Tire & Rubber Company, which both are State of Florida, State Term Contract #863-000-06-1, or then current contract number. Copies of award certifications shall accompany your offer.

2.2. Retread/recap system and products proposed shall be Quality Assurance Facility Inspection Program (QAFIP) approved as of last annual QAFIP inspection under Federal Specification ZZT-381 and be listed on Qualified Products List QPL-ZZ-T-381. A copy of the current certification under the QAFIP shall be submitted with your offer along with a verification letter, signed by an officer of your company and notarized stating that no modifications have occurred in your product or services since the attached certificate was issued.

2.3. Retread/recap system and products proposed shall be in accordance with National Tire Dealers & Retreaders Association (NTDRA) and American Retreader's Association (ARA) retreading standards.

2.4. Offerors shall 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:

2.4.1. Minimum of four (4) each – Goodyear P225/60R16 Eagle RS-A (Police)

2.4.2. Minimum of four (4) each – Goodyear P235/55R17 Eagle RS-A (Police)

2.4.3. Minimum of four (4) each – Goodyear P265-70R17 Wrangler SR-A (Police)

2.5. Offerors shall have the ability to warehouse the recapped City casings. The City shall compensate the Offeror upon completion of the recap services with proof and verification of quantities and types received and stored securely by Offeror. The Offeror shall be responsible for the security and maintaining 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.

2.6. Offerors shall have the ability to respond to:

2.6.1. On-Site/On-Road Emergency calls within **one (1) hour** from receipt of request by telephone call.; and

2.6.2. Non emergency on-site, unscheduled, calls within three (3) working hours (during normal business hours).

2.7. Offeror's place of business, which the service trucks will be dispatched from to respond, shall be within a thirty (30) mile radius of City Hall, 326 W. Marion Avenue, Punta Gorda, FL.

2.8. Offeror shall be committed and capable of providing services after emergency/disaster events.

2.9. Offeror shall currently be registered with the Department of Environmental Protection for waste tire collection and collection centers and shall have a permit. A copy of the current permit shall be submitted with your offer.

2.10. Offerors shall meet all of the above stated minimum qualification requirement for evaluation consideration.

3. PROPOSED SCOPE OF SERVICES

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the City.

3.1. Furnish and install State of Florida contract tires on City vehicles;

3.2. Road side emergency and non-emergency tire service;

3.3. Scheduled tire service;

3.4. Furnish and install recap tires, which shall include the pick up of tire casings; and

3.5. Inventory minimum tire requirements.

3.6. Services to support the City during an emergency or disaster event.

3.6.1. This shall require the Offeror to provide an outfitted service truck and mechanic with required parts and supplies to provide necessary tire repair over an extended time.

4. MINIMUM SPECIFICATIONS/CONTRACT REQUIREMENTS

4.1. RECAP TIRES

4.1.1. Offerors shall complete the minimum specifications matrix in the Proposal, pages 17-20, section 7. All variances or comments to the specifications provided shall be indicated in the appropriate space.

4.2. CASINGS

4.2.1. Offeror shall be responsible for the removal and legal disposal of all used tires, which shall not be used by the City in the recap tire program.

4.2.2. RECAP CASINGS:

4.2.2.1. Offeror shall use all tire casings designated for the recap process.

4.2.2.2. Offeror shall notify the City in writing of casings deemed not suitable for recapping. The Offeror shall be responsible for legal disposal of unsuitable casings.

4.2.2.3. Offerors shall state a price for recaps with and without casing exchange. Repair costs for recapping shall also be provided.

4.2.2.4. The City reserves the right to add new tire sizes to the recap program at any time during this contract. The Procurement Office and Offeror shall negotiate the unit prices at the time of inclusion.

4.3. REOCCURRING SCHEDULED SERVICE:

4.3.1. The City requires weekly servicing of refuse vehicles. Services shall include checking, airing, and replacing tires as needed on-site at a facility located in Punta Gorda, Florida. The scheduled day for this service shall be Monday or Thursday.

4.4. CONTRACT REQUIREMENTS

4.4.1. Invoicing:

4.4.1.1. The Offeror shall supply 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.

4.4.1.2. Invoices shall state the above information and include 1) contract rates for travel and services performed; and 2) part used with retail price and discounted price.

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

4.4.1.4. The City will compensate the Offeror one-way travel to the location of service. In the event the Offeror receives multiple calls from in a single day for City service and the services are performed consecutively for the City, the City will compensate the Offeror for travel from the City service location to the next City service location. Should a NON-City service be required to be perform between two (2) City jobs the City shall only compensate travel mileage between the two (2) City service locations. The City will not compensate for travel from a City service location to the Offeror's next customer location or to their service facility.

4.4.1.4.1. Example 1: The City requests 2 services for a single day and the locations are the Central Warehouse and Water Treatment Plant. Travel will be compensated as follows:

- Travel from Offeror's service truck current location or Offeror's service location, whichever is less, to the 1st Central Warehouse;
- Travel from the Central Warehouse to the Water Treatment Plant; and
- Travel from the Water Treatment Plant to the Offeror's next service location or their service facility will NOT be compensated.

4.4.1.4.2. Example 2: The City requests two (2) services for a single day and the locations are the Central Warehouse and Water Treatment Plant. However, the Offeror received a request from another customer for service. Travel will be compensated as follows:

- Travel from Offeror's service truck current location or Offeror's service location, whichever is less, to the 1st Central Warehouse;
- Travel will NOT be compensated to the Offeror's other customer location; and
- Travel from Central Warehouse to the Water Treatment Plant.

4.4.2. Safety: The Offeror 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.

5. TERM CONTRACT AND PRICES

5.1. NON-EXCLUSIVE CONTRACT

5.1.1. No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only, if provided.

5.1.2. 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 the contract and if the Bidder is unable to comply therewith, the City reserves the right to purchase commodities/services from another source without penalty or prejudice to the City or to the Bidder.

5.2. ANTICIPATED VOLUME OF CONTRACT

5.2.1. The City is providing an estimated annual volume for new tire purchases and on-road service. However, the anticipated annual volume for all inclusive tire service and recap tire purchases is not available due to lack of history.

5.2.1.1. New tire purchases - $110,118.75

5.2.1.2. On-road/repair services - $16,000.00

5.3. FISCAL YEAR PURCHASE ORDER

Elected Offeror will receive a purchase order for each fiscal year that the contract is in existence at awarded prices.

5.4. APPROPRIATION OF FUNDS

If funds are not appropriated or otherwise made available to support continuation in any fiscal year, the City shall have the right to terminate the agreement without any obligation or penalty.

5.5. DELIVERED PRICES – TERM CONTRACT

5.5.1. The awarded prices shall be inclusive of any freight, handling, delivery, surcharges, fuel, labor or any other incidental charges that may be required for the completion of the contract.

5.5.2. Elected Offeror, by submission of response to the solicitation, agrees to supply the City the items or services listed at firm delivered prices for a period of twelve (12) months after notification of award of the contract, exclusive of new tire purchases. The unit prices for new tire purchases shall be in accordance with the current or revised State of Florida contract prices.

5.6. PRICE ADJUSTMENTS

5.6.1. The City is requesting the Offeror to state a maximum increase for the second year through fifth year of the initial contract. This request will be stated in the Offer, and Offerors are to annotate a percentage figure in the spaces provided. The City will only allow one (1) price adjustment for EACH subsequent year following the first year initial period. It will be at the City's discretion to continue the second through fifth year of the initial contract. **However, additional consideration may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".**

5.6.2. RECAP TIRES AND TIRE REPAIR ACCESSORIES - Price escalation during the second through fifth year of the initial contract will be allowed, but shall not exceed the maximum increase proposed for that period. The requested increase must be that of general industry. In this event, written notification from the manufacturer stating the percentage of increase must be forwarded to the City. This request will become effective thirty (30) days from the date the notice was received by the City from the Offeror. The Offeror's requested percentage increase must not exceed that of the manufacturer. If the Offeror fails to justify the requested increase, the City reserves the right to reject the price increase and cancel the balance of the contract.

5.6.3. SERVICES. Price adjustments during the second through fifth year of the initial contract will be allowed, but shall not exceed the maximum increase proposed for that period. The requested adjustment must be submitted to the Procurement Division accompanied by substantiating proof of necessary increase (i.e. inflationary surge in fuel, wages, insurance or an unexpected cost increase from a supplying aggregate mine). In this event, written justification itemizing the adjustments and stating the percentage of increase must be forwarded to City. City 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. If justified, this request will become effective thirty (30) days from the date the notice was received by City from the Offeror for all purchases and services ordered after the effective date (thirty (30) days from City receipt of request). If the offeror fails to justify the requested increase, City reserves the right to reject the price increase and cancel the balance of the contract.

5.6.4. If any price reductions are announced during the contract period, the City shall receive benefit of such reductions. This request shall also be in the form of a written notification from the Offeror and shall become effective thirty (30) days from the date of notice was received by the City from the Offeror.

5.6.5. Equitable Adjustments: The City may, in its sole discretion, make an equitable adjustment in the Contract 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 Supplier's control; (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the Supplier that continued performance of the Contract would result in a substantial loss. Any and all equitable adjustments may be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the Procurement Office 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 bidder.

5.7. CONTRACT RENEWAL

5.7.1. The City retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the Bidder. Contracts 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 a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to Florida State Statutes Chapter 287.057(5)(a) Emergency Purchases and (c) Single Source Purchases may not be renewed.

5.7.2. Price escalation, during the optional renewal period(s), will be allowed under the same terms and conditions as the original award and subject to City approval.

5.7.3. If any price reductions are announced during the optional renewal period, the City shall receive benefit of such reductions. This request shall also be in the form of a written notification from the Bidder and shall become effective thirty (30) days from the date the notice was received by the City from the Bidder for all purchases and services ordered after the effective date (thirty (30) days from the City receipt of request).

5.7.4. The City reserves the right to negotiate the contract if the prices exceed the current marketplace.

5.7.5. The City reserves the right to discontinue the contract in any year of a renewal period if it is deemed to be in the best interest of the City.

SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
TIRE SERVICES/SUPPLIER
#R08073/SVC-TIRES/0708

SUBMITTAL FORMAT AND REQUIREMENTS

1. SUBMITTAL FORMAT

1.1. *The Offeror shall submit the required information at the time of submittal of their proposals. Failure to provide the required information, in the following format will affect the evaluation of the submittal, and may be grounds for disqualification.*

1.2. *Number of Submittal Copies: Offerors shall submit four (4) complete sets (one* ***UNBOUND*** *original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container.*

1.3. ***Introductory Letter:*** *An informative, narrative letter pertinent to you firm's Scope of Service response.*

1.4. ***Team Organization, Management and General Qualifications:***

1.4.1. Single firms, multiple firm or joint venture teams shall clearly identified and shall include the roles, responsibilities and service location of the proposed participants.

1.4.2. The offeror shall demonstrate the current financial, scheduling and staffing capacities to address the work.

1.4.3. Offerors shall provide documentation or copies of certification to satisfy the MINIMUM QUALIFICATION REQUIREMENTS stated in the SCOPE OF SERVICE & CONTRACT REQUIREMENTS section.

1.5. ***Experience and References:***

1.5.1. Provide information indicative of experience with similar awarded contracts which are directly related to the scope of work.

1.5.2. A reference list for the Offeror, which are DIRECTLY related to similar projects provided in 1.4.1 above, is required. Refer to page 16, section 2 to state references. Offerors SHALL provide the entity/company name, contact name, **e-mail address**, telephone, and **fax numbers** for each reference.

1.6. ***Proposed Response Time:*** *Offerors shall indicate their proposed response time in the Proposal page 16, section 3, which shall be equal to or less than the MINIMUM response timeframes stated in the SCOPE OF SERVICE & CONTRACT REQUIREMENTS section.*

1.7. ***Recap Method/Process and Proposed Treads:*** *Offerors shall detail their recap method and process proposed. The detail shall also include sample sections of proposed treads for the various uses and a sample of the tread shall accompany their proposal. NOTE: The sample sections shall be small enough to evaluate and fit within the submittal container. DO NOT send large sections or complete tires.*

1.8. ***Equipment Listing:*** *Furnish a list of all equipment currently available to perform the services.*

1.9. ***Location:*** *Offeror shall provide a legal business establishment that service trucks will be dispatched from, to respond to service requests and storage location for recap tires. Refer to page 17, section 5.*

1.10. ***Proposed Price:*** *Offeror shall provide a detailed cost proposal for this project in accordance with the proposal schedule. Refer to pages 22 - 25, section 9.*

1.11. ***Action Plan to Respond to Emergency/Disaster Events:*** *Offerors shall provide a statement of their commitment to respond to these event and action plan for responding. Refer to page 21, section 8.*

2. QUALIFICATIONS OF OFFERORS

2.1. Each Offeror shall complete and return with their submittal.

2.1.1. All required documentation in support of section 1.3 through 1.9 stated above
2.1.2. Proposal Submittal Form in its entirety
2.1.3. Qualifications Statement in its entirety
2.1.4. Non-Collusive Affidavit Form
2.1.5. Public Entity Crime Form
2.1.6. Substitute W-9 Form
2.1.7. Required Licenses/Certification based on the stated minimum requirements.

2.2. ***Failure to submit any one of the above requirements and/or completed documents shall constitute grounds for rejection of the Offeror's submittal.***

2.3. Offeror must have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The City reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

2.4. No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible or unreliable by CITY.

2.5. As a part of the evaluation process, CITY may conduct a background investigation including a record check by the PUNTA GORDA Police Department. Offeror's submission constitutes acknowledgement of the process and consent to such investigation. CITY shall be the sole judge in determining Offeror's qualifications.

3. EVALUATION OF PROPOSALS

3.1. Procurement Staff will perform pre-qualification efforts for all submittals to verify compliance with the RFP package. This shall include verification of: 1) Review of all stated requirements and supporting documentation in accordance with the stated submittal format; 2) Reference Surveys; 3) Verification of all licenses and current business registration with the State of Florida or other regulatory agencies.

3.2. Discussions may be conducted with offerors to further clarify the City's requirements and the offerors' proposals.

3.3. Procurement will present to the Evaluation and Selection Committee (ESC) the results of the pre-qualification efforts performed and the submittals. The ESC will determine those submittals pre-qualified for the evaluation process.

3.4. The ESC will evaluate pre-qualified written submittals based on, but shall not be limited to, the criteria indicated below. Evaluation shall be based on the ESC's ability to identify and ascertain the offeror's qualifications applicable to the scope and nature of the services specified in this request. The evaluation criterion indicates the weights, which will be utilized by the City in the evaluation of the proposals.

Evaluation Criteria	Weight
Team Organization, Management and General Qualifications	15
Experience and References	10
Proposed Response Time	10
Proposed Recap Method/Process and Treads	15
Equipment Listing	10
Location	15
Proposed Prices	20
Proposed plan to respond to emergency/disaster events	5

3.5. Discussions may be conducted with these offerors to further clarify the City's requirements and the offerors' proposals.

3.6. The City shall request and negotiate, from either a short list of qualified offerors or the top ranked offer, a "Best and Final" offer.

3.7. PRICING EVALUATION SCENARIO – The City has defined a pricing scenario for the evaluation of proposed unit prices with consideration to State of Florida State Contract pricing in some instances. Refer to pages 27 - 28, section 11 for evaluation scenario table to be completed by the Offeror.

4. PRESENTATIONS

After reviewing submissions, the City may request discussions with responding offerors to further clarify the City's requirements, the offerors' response and/or requested more detailed information. Therefore, the offeror shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the City. All costs associated with the presentation shall be borne by the Offeror.

SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
TIRE SERVICES/SUPPLIER
#R08073/SVC-TIRES/0708
PROPOSAL SUBMITTAL FORM

Company Name:	**Print name of Company's Authorized Agent responding to solicitation:**
Company Mailing Address:	**Company Physical Address:**
Company **Phone: ( )** **Fax: ( )**	**Authorized Agent's email address:**
1) Is the Authorized Agent responsible for receiving and responding to ALL correspondence relating to this solicitation? ☐ Yes ☐No – If no, complete 3 **2)** Is the contact information stated above correct for the Authorized Agent? ☐ Yes ☐No - If no, complete 4	
3) Provide contact information for receiving and responding to ALL correspondence relating to this solicitation: Name: Mailing Address: Phone ( ) Fax ( ) Email address:	**4)** Provide the following contact information for the Authorized Agent? Mailing Address: Phone ( ) Fax ( )
Physical Address of Office Location Providing Service:	

The undersigned attests to his/her authority to submit this proposal and to bind the Offeror, herein named to perform as per contract, if the Offeror is awarded a Contract by the City. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, and all other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum Acknowledgement: Addendum No._____ Dated _____ Addendum No._____ Dated_____
Addendum No._____ Dated _____ Addendum No._____ Dated_____

_____ _____
Signature Date

PROPOSAL SUBMITTAL SECTION (continued):

Please provide the following information. Should you need additional space, please attach a separate sheet to the back of this section:

1. State of Florida awarded Tire Manufacturer(s):
   a. _____
   b. _____
   c. _____
   d. _____
   e. _____
   f. _____

   Recap Tire Manufacturer(s):
   a. _____
   b. _____
   c. _____

2. REFERENCES AND EXPERIENCE:

Entity/Company Contact Person	e-Mail Address	Telephone #	Fax #

3. RESPONSE TIME:

   a. Provide your on-site response time for an EMERGENCY repair: _____ hour. (Must be equal to or less than ONE HOUR)

   b. Provide your on-site response time for an NONE-EMERGENCY repair: _____ hours. (Must be equal to or less than THREE HOURS)

   c. Provide timeframe required for scheduled services: _____ day(s).

   d. State your normal hours of operation: _____ a.m. to _____ p.m.

4. Provide the name and direct toll-free contact numbers for the City's main and alternate contact person.

Contact Person	**E-mail Address**	**Toll Free Telephone #**	**Fax #**	**Nextel Direct Connect #**
Main:				
Alternate:				

5. LOCATION OF PROPOSED SERVICE FACILITY. THIS SHALL BE THE FACILITY CLOSEST TO THE CITY OF PUNTA GORDA AND BE WITHIN THE MAXIMUM DISTANCE.

_____

STORAGE LOCATION FOR RECAP TIRES

_____

6. EQUIPMENT LISTING – Provide a complete listing of equipment currently available to satisfy the minimum requirements and scope of service

7. RECAP SPECIFICATIONS AND REQUIREMENTS:

		Vendor Initials for Compliance or Comments
1.0	**INSPECTION**	
1.1	Pre – Inspections of casings must be performed by a trained certified operator using proper equipment and lighting.	
1.2	Casing showing any defects which may result in less than optimum performance shall not be used.	
2.0	**RETREAD PROCESS**	
2.1	Retread Process shall be by precure method using ring or band technology. Processes shall conform to Industry Standards and shall include : 1. Conditioning of casings (drying, etc.) 2. Inspection and casing grading (includes x-rays, electronic and/or ultra-sonic inspection) 3. Repairing as required 4. Buffing 5. Cementing 6. Tread rubber application 7. Curing at proper time and temperature 8. Trimming and finishing 9. Final inspection	

		Vendor Initials for Compliance or Comments
3.0	**MATERIALS & DESIGN**	
3.1	MATERIALS: All materials and casings used in the re-treading process shall be equal to or better than that supplied by an original tire manufacturer in the production of original equipment tires.	
3.2	TREAD DESIGNS: Tread designs offered shall be suitable for refuse vehicles, highway use on trailers and truck drive axles for both on and off highway and mud/snow application. Selection of tread design for intended application will be agency responsibility and/or as recommended by the re-capping manufacturer. Tread depth shall be: 1) Refuse vehicles minimum 26/32", 2) High speed for trailer application minimum 12/32"; and 3) drive axle application range from 16/32 to 24/32 and shall be dependent upon design criteria. Tread width provided shall be manufacturers standard recommended for casing unless otherwise specified and shall comply with Federal specification QPL-ZZT-381.	
3.3	TREAD DEPTHS REQUIREMENTS: The agency reserves the right to request minimum tread depth requirements, depending on intended use of the tire. The Agency may request that examples of the tread design and depth be submitted prior to an award being made.	
4.0	**BUFFING**	
4.1	Casing shall be buffed to dimensions compatible to the retread system used.	
4.2	All buffing shall be done on an inflated buffer	
4.3	Tread preparation involving skives down to the underlying cord fabric will be treated in the conventional manner per the NTDRA.	
4.4	Exposed steel cables will be cut back to surrounding rubber. Any buzzouts in bias ply truck tires exceeding 25% of actual body plies must be reinforced with a proper size repair unit.	
5.0	**CEMENTING**	
5.1	Buffed casing to be cemented shall be clean and free of foreign materials such as buffing dust, oil, dirt, etc.	
5.2	Cementing shall occur within one (1) hour of buffing and before casing cools to ambient temperature.	
5.3	Buffed tires stored longer than one (1) hour shall be reworked prior to cementing	
6.0	**TREAD APPLICATION**	
6.1	All tires must be inflated for tread application with beads spread to appropriate wheel width.	
6.2	Tread rubber shall be centered around the buffed circumference of the tire.	
6.3	Tread pattern shall be minimized at the tread splice.	
6.4	The cut ends of the tread shall have a roughened texture over the entire surface and free of contaminates	
6.5	The splice shall be cured together using a suitable bonding material	
6.6	Tire tread width shall be determined by the requirements of the casing	

		Vendor Initials for Compliance or Comments
6.7	The maximum acceptable width shall be used unless otherwise requested.	
7.0	**CURING**	
7.1	Temperatures and pressure must be adequate as specified for the system used	
8.0	**FINAL INSPECTION**	
8.1	Re-treader must make a final inspection of the retreaded tire	
8.2	Inside of the tire shall be checked on a tire spreader with adequate lighting to insure that nail holes, reinforcement repairs , skives, section and bead repairs are properly bonded and cured.	
8.3	If the retreaded tire shows any defects which will result in less than optimum performance , the retread shall be rejected and reworked,	
8.4	A light coat of tire paint will be applied to all finished tires	
9.0	**REPAIRING**	
9.1	All repairing must be carried out using prescribed methods and tools	
9.2	Operators must be trained and certified to industry recognized standards	
9.3	Final determination of reparability, type of repair, and repair material must be made after skiving and inspection and in accordance with the recommended tables and criteria of the repair manufacturer	
9.4	All materials used to repair must be compatible	
9.5	Any number of nail holes may be repaired. The limiting factor is that the repair patches must not touch	
9.6	Nail hole repairable area of a tube type or bias tire will require a repair unit and plug repair. If the injury is larger than 3/8 “after all damage has been removed the injury will require a section repair.	
9.7	Injuries 3/8 “ or smaller in the crown area of a radial tire shall be repaired . If the injury is larger after the damage and rust has been removed a section repair will be required	
9.8	Injuries larger than 1/16” in the sidewall of a radial tire will require a section repair.	
9.9	A spot repair may be made to a bias tire if the less than 25% of the actual body plies are damaged. Spot repairs to radial tires are limited to cracks / cuts in the sidewall rubber with no damage to the body plies.	
9.10	Any number of section repairs can be made to a radial tire as long as the repairs do not touch. All section repairs will be limited in size as specified by the published industry standards.	
9.11	Bead repairs made be made provided that cuts or tears in the rubber covering the bead area does not damage the body ply or exposed bead wire.	
9.12	Bead repairs are limited in size to that which will assure duplication of original bead contours	

		Vendor Initials for Compliance or Comments
10.0	**Warranties**	
10.1	A copy of product warranty detailing coverage shall be submitted along with the bid	
10.2	Re-treader shall be responsible for all warranty claims	
11.0	**Compliance & Certifications**	
11.1	Re-treader has a QAFIP certification under Federal Specification ZZT-441.	
11.2	Retread tires shall comply with U.S. Department of Transportation Federal Motor Vehicle Standards, which are exact same standards used for new tires (DOT FMVSS No. 109 New Pneumatic Tires and 119 New Pneumatic Tires for Vehicles Other Than Passenger Cars).	
11.3	Vendor shall be registered with Department of Environmental Protection for waste tire collection and collection centers must have a permit	

8. ACTION PLAN TO RESPOND TO EMERGENCY/DISASTER EVENTS:

LEVEL OF COMMITMENT:

ACTION PLAN FOR RESPONDING:

PROPOSAL SUBMITTAL SECTION (continued):

9. PROPOSAL SCHEDULE: Having read thoroughly the context of this RFP package, our firm is offering the following cost proposal. Our cost proposal consists of a total delivered price to the City, inclusive of any freight, surcharges, labor and any other miscellaneous incidental charges required to perform the services.

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT COST
A.	**TIRE SERVICES – NON-EMERGENCY & SCHEDULED SERVICES – Monday through Friday, 7:00 a.m. to 5:00 p.m.**		
1	On-Site at a City Facility or On-Road – WITHIN and OUTSIDE of Charlotte County. **Travel** from PROPOSED SERVICE FACILITY to call out location. ONE-WAY travel only. This item will not be compensated on a portal-to-portal basis.	Per Mile	$
2	**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	$
	b. Trailers	Per Tire	$
	c. Medium Duty Trucks above 1 ton to 5 ton	Per Tire	$
	d. Heavy Duty Trucks above 5 tons	Per Tire	$
	e. Heavy Equipment to include loaders, backhoes, and refuse trucks	Per Tire	$
3	SCHEDULED WEEKLY SERVICE – REFUSE TRUCKS Inspection and airing of tires – NO TIRE REPLACEMENT	Per Truck	$
B.	**TIRE SERVICES –EMERGENCY – MINIMUM ONE HOUR RESPONSE TIME**		
1	**EMERGENCY - NORMAL WORKING HOURS** (Monday through Friday, 7:00 a.m. to 5:00 p.m.) - On-Site at a City Facility or On-Road – WITHIN and OUTSIDE of Charlotte County. **Travel** from SERVICE FACILITY to call out location. ONE-WAY travel only. This item will not be compensated on a portal-to-portal basis.	Per Mile	$
2	**EMERGENCY - NORMAL WORKING HOURS** (Monday through Friday, 7:00 a.m. to 5:00 p.m.) - On-Site at a City Facility or On-Road – WITHIN and OUTSIDE of Charlotte County. **FLAT RATE** to include tire change out for replacement with spare or a new tire; or removal for repair of existing tire and re-install of repaired tire.		
	a. Passenger and Light Truck up to 1 Ton	Per Tire	$
	b. Trailers	Per Tire	$

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT COST
	c. Medium Duty Trucks above 1 ton to 5 ton	Per Tire	$
	d. Heavy Duty Trucks above 5 tons	Per Tire	$
	e. Heavy Equipment to include loaders, backhoes, and refuse trucks	Per Tire	$
3	**EMERGENCY - AFTER HOURS** (5:01 p.m. to 6:59 a.m.), WEEKENDS (24 hours) OR CITY OBSERVED HOLIDAYS (24 hours). WITHIN and OUTSIDE of Charlotte County. **Travel** from SERVICE FACILITY to call out location. ONE-WAY travel only. This item will not be compensated on a portal-to-portal basis.	Per Incident	$
4	**EMERGENCY - AFTER HOURS** (5:01 p.m. to 6:59 a.m.), WEEKENDS (24 hours) OR CITY OBSERVED HOLIDAYS (24 hours). WITHIN and OUTSIDE of Charlotte County. **FLAT RATE** to include tire change out for replacement with spare or a new tire; or removal for repair of existing tire and re-install of repaired tire.		
	a. Passenger and Light Truck up to 1 Ton	Per Tire	$
	b. Trailers	Per Tire	$
	c. Medium Duty Trucks above 1 ton to 5 ton	Per Tire	$
	d. Heavy Duty Trucks above 5 tons	Per Tire	$
	e. Heavy Equipment to include loaders, backhoes, and refuse trucks	Per Tire	$
C.	**TIRE REPAIR – ALL INSTANCES – ALL TIRES REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND ACCEPTABLE GUIDELINES.**		
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.	Trailers	Per Plug	$
		Per Patch	$
3.	Medium Duty Trucks above 1 ton to 5 ton	Per Plug	$
		Per Patch	$
4.	Heavy Duty Trucks above 5 tons	Per Plug	$
		Per Patch	$
5.	Heavy Equipment to include loaders, backhoes, and refuse trucks	Per Plug	$
		Per Patch	$
D.	**TIRE SERVICES –EMERGENCY/DISASTER EVENTS**		
1.	OUTFITTED TIRE SERVICE TRUCK AND MECHANIC W/NECESSARY PARTS AND MATERIALS	Per Hour	$

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	UNIT COST
TOTAL UNIT PRICE SECTIONS A THROUGH D		**$**	
E.	**PARTS AND MATERIALS (EXCLUDING TIRES)**		
1	Percentage off of Retail Price for parts and materials – Relating to sections A and B	%	
2	Percentage off of Retail Price for parts and materials – Relating to sections D	%	
F.	**TIRE DISPOSAL FEES**		
1	Passenger and Light Truck up to 1 Ton	Each	$
2	Trailers	Each	$
3	Medium Duty Trucks above 1 ton to 5 ton	Each	$
4	Heavy Duty Trucks above 5 tons	Each	$
5	Heavy Equipment to include loaders, backhoes, and refuse trucks	Each	$
TOTAL UNIT PRICE SECTION F		**$**	

G.	**RECAPPED TIRES**			
	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE **WITH** TIRE CASING EXCHANGE	UNIT PRICE **WITHOUT** TIRE CASING EXCHANGE
1	12R22.5 Firestone T819, Refuse Tread	Each	$	$
2	11R22.5 Firestone T819, Refuse Tread	Each	$	$
3	385/65R22.5 Unisteel G286, Refuse Tread	Each	$	$
4	12R22.5 Unisteel G287, Dump Truck Lug Pattern	Each	$	$
5	11R22.5 Unisteel G287, Dump Truck Lug Pattern	Each	$	$
6	265/75R22.5 Unisteel G149, Dump Truck Lug Pattern	Each	$	$
7	385/65R22.5 Unisteel G286, Dump Truck Lug Pattern	Each	$	$
8	12R22.5 Unisteel G287, Highway Tread	Each	$	$
9	11R22.5 Unisteel G287, Highway Tread	Each	$	$
10	265/75R22.5 Unisteel G149, Highway Tread	Each	$	$

G.	RECAPPED TIRES			
	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE **WITH** TIRE CASING EXCHANGE	UNIT PRICE **WITHOUT** TIRE CASING EXCHANGE
11	385/65R22.5 Unisteel G286, Highway Tread	Each	$	$
12	425/65R22.5 Unisteel G286, Highway Tread	Each	$	$
13	Casing Section Repair	Each	$	
14	Nail Hole Repair in Casing	Each	$	
15	Other Repair: **Describe**	Each	$	
16	Other Repair: **Describe**	Each	$	
17	Other Repair: **Describe**	Each	$	
TOTAL UNIT PRICE SECTION G				
AVERAGE NUMBER OF RECAP APPLICATIONS PER CASING				
WARRANTY ON RETREAD				

10. Please state the following:

10.1 Maximum increase percentage:

Second year of the initial contract: _____%

Third year of the initial contract: _____%

Fourth year of the initial contract: _____%

Fifth year of the initial contract: _____%

IMPORTANT – It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidder's intent to accept the second year maximum increase as zero percent (0%).

10.2 PAYMENT TERMS: NET 30

Optional: Early Payment Discount _____% if paid within _____ days of the invoice date. (Time in connection with early payment discount offered will be computed from the date of delivery, or from the date of receipt of a correct invoice, whichever date is later.)

11. PROPOSED PRICING SCENARIO – Unit prices proposed shall coincide with the proposed unit prices or current State Contract price for new tires.

ITEM	DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
SCENARIO 1: 2007 Ford Truck F150 ½ Ton – Tire Size P235-70R17 – NON-Emergency repair Location: Wastewater Treatment Plant, 30999 Bermont Road, Punta Gorda, FL Repair: Rear flat tire – 1) Replace flat tire with spare and 2) Repair flat tire with one (1) patch				
1.1	Travel – Enter number of miles from proposed Service Facility to City Service Location: _____ miles	Per mile	$	$
1.2	Flat Rate for tire change - *Passenger and Light Truck up to 1 Ton*	1 Each	$	$
1.3	Tire Repair – Patch	1 Each	$	$
TOTAL PRICE – SCENARIO 1				**$**
SCENARIO 2: 2008 Ford F350 Truck 1 Ton – Tire Size LT265/70R173E – Emergency repair Location: 713 Poinciana, Punta Gorda, FL Repair: Rear flat tire – 1) Replace flat tire with NEW tire and 2) Dispose of old tire				
1.1	Travel – Enter number of miles from proposed Service Facility to City Service Location: _____ miles	Per mile	$	$
1.2	Flat Rate for tire change - *Passenger and Light Truck up to 1 Ton*	1 Each	$	$
1.3	Tire Disposal Cost	1 Each	$	$
1.4	New Tire - **LT265/70R173E** – State Contract Price Proposed State Contract Mfg: _____	1 Each	$	$
TOTAL PRICE – SCENARIO 2				**$**
SCENARIO 3: SCHEDULED WEEKLY SERVICE – 3 REFUSE TRUCKS Location: Fleet Maintenance, 973 W Virginia Avenue, Punta Gorda, FL SCHEDULED Service: 1) Two (2) trucks, remove all existing tires, replace with City Casing RECAP tires, Recapping of City Casings (as described below); 2) One (1) truck – Inspection and airing of front tires two (2) each, remove all rear tires, replace eight (8) rear with City Casing RECAP tires, Recapping of City Casings (as described below)				
1.1	Travel – Enter number of miles from proposed Service Facility to City Service Location: _____ miles	Per mile	$	$
1.2	Flat Rate for tire change - *Heavy Equipment to include loaders, backhoes, and refuse trucks*	38 Each	$	$
1.4	Recapping of Tire Casings – GOOD Casings – 12R22.5 Refuse Tread	36 Each	$	$
1.5	Tire Disposal Fee - *Heavy Equipment to include loaders, backhoes, and refuse trucks*	2 Each	$	$

ITEM	DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
1.6	Section Repair – 2 Tires/1 each per tire	2 Each	$	$
1.5	Weekly Scheduled Inspection & Airing	1 Truck	$	$
TOTAL PRICE – SCENARIO 3				**$**
SCENARIO 4: NON-Emergency Service - Navistar Truck/Vactor Jet Cleaner Location: Fleet Maintenance, 973 W Virginia Avenue, Punta Gorda, FL Repair: Front flat tire – 1) Replace flat tire with City Casing Recap tire and 2) Recapping of City Casings (as described below)				
1.1	Travel – Enter number of miles from proposed Service Facility to City Service Location: _____ miles	Per mile	$	$
1.2	Flat Rate for tire change - *Heavy Equipment to include loaders, backhoes, and refuse trucks*	1 Each	$	$
1.4	Recapping of Tire Casings – GOOD Casings – 425/65R22.5 Highway Tread	1 Each	$	$
1.5	Repair of Nail Holes in casing	3 Each	$	$
TOTAL PRICE – SCENARIO 4				**$**
SCENARIO 5: NON-Emergency Service – Police Crown Victoria Location: Public Safety Building, 1410 S Tamiami Trail, Punta Gorda, FL Repair: Flat rear tire w/nail hole				
1.1	Travel – Enter number of miles from proposed Service Facility to City Service Location: _____ miles	Per mile	$	$
1.2	Flat Rate for tire change - *Passenger and Light Truck up to 1 Ton*	1 Each	$	$
1.3	Tire Disposal Cost	1 Each	$	$
1.4	New Tire – P235/55R17 Goodyear Eagle RS-A (NO SUBSTITUTES) – State Contract Price	1 Each	$	$
TOTAL PRICE – SCENARIO 5				$
TOTAL PRICE – SCENARIOS 1 – 4				$
TOTAL PRICE – SCENARIO 5				$

SEALED REQUEST FOR PROPOSALS
CITY OF PUNTA GORDA, FLORIDA
TIRE SERVICES/SUPPLIER
#R08073/SVC-TIRES/0708

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: CITY OF PUNTA GORDA
Procurement Manager
326 W. Marion Avenue
Punta Gorda, Florida 33950

CHECK ONE:
☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

1. State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Offeror is: _____

   The address of the principal place of business is: _____

2. If the Offeror is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's Name: _____

   d. Vice President's Name: _____

   e. Secretary's Name: _____

   f. Treasurer's Name: _____

   g. Name and address of Resident Agent: _____

3. If Offeror is an individual or partnership, answer the following:

   a. Date of Organization: _____

   b. Name, address and ownership units of all partners:

   _____

   _____

   _____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

_____

_____

_____

_____

5. If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

_____

a. Under what other former names has your organization operated?

_____

_____

_____

_____

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20___, before me, the undersigned Notary Public of the State of Florida, personally appeared _____- and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, stamp, or type as commissioned)

☐Personally known to me, or ☐Produced Identification: _____ ☐ **DID** take an oath, or ☐**DID NOT** take an oath

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____ } SS.

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Offeror that has submitted the attached Proposal;

2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

_____ By:_____

_____ _____
(Printed Name)

_____
(Title)

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20___, before me, the undersigned Notary Public of the State of Florida, personally appeared _____- and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, stamp, or type as commissioned)

☐Personally known to me, or ☐Produced Identification: _____ ☐ **DID** take an oath, or ☐**DID NOT** take an oath

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a RFP proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative of the firm of

_____, located at City: _____ State:

_____ Zip: _____, have read and understand the contents of the Public Entity

Crime Information and of this formal RFP package, hereby submit our proposal accordingly.

Signature: _____ Date: _____

Phone: _____ Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFPs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under an RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United Sates or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Concur_____ Variance _____

_____ _____
Date Contractor's Signature

SUBSTITUTE W-9

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
(To be completed by those receiving payments for services, rents, grants, or prizes and awards)

Federal law requires withholding of 28% federal income tax from payments made to suppliers for which we do not have a tax identification number for. Funds withheld can only be refunded by the IRS.

Name:
Business name (if any):
Complete street address: City, state and ZIP code:
E-mail address (if any):
Remittance address:

Please check the box that reflects your correct status

- ☐ Individual/Sole Proprietor
- ☐ Partnership
- ☐ Corporation / Incorporated
- ☐ Non-Profit Organization
- ☐ Other: _____

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, it may be your SSN or your Employer Identifications Number (EIN) if you have one for your business. All other entities must enter and EIN.

Social Security Number:	**or**	Employee Identification Number:

Certification: I certify, under penalties of perjury, that the number above is my correct taxpayer identification number.

Date:	Phone Number:
Print Name:	Title:

Signature: _____

INSURANCE REQUIREMENTS - ATTACHMENT A

The successful offeror, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the City with a Certificate of Insurance as follows:

1. The City of Punta Gorda is to be specifically included as an ***ADDITIONAL INSURED*** (with regards to General Liability).

2. The City of Punta Gorda shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

   The City of Punta Gorda
   326 W. Marion Avenue
   Punta Gorda, FL 33950

   No City Division, Department, or individual name should appear on the certificate. ***NO OTHER FORMAT WILL BE ACCEPTABLE.***

3. The "Acord" form of insurance should be used. Please note that under the cancellation clause, the following must be deleted: ***"endeavor to"*** and ***"but failure to mail such notice shall impose no obligation or liability of any kind upon the company"***.

4. Required Coverage

a) **Comprehensive General Liability**

Not less than $500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

b) **Business Auto/Equipment Policy**

Not less than $500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned, Hired and Non-Owned, and Employees Non-Ownership.

c) **Workers Compensation** - Statutory Limits

d) **GARAGE LIABILITY** – Not less than $500,000 Per Occurrence.

5. In the event, the insurance coverage expires prior to completion of the contract, a renewal certificate shall be issued ***thirty (30) days prior*** to said expiration date. The policy shall provide a THIRTY (30) DAY NOTIFICATION clause in the event of cancellation or modification to the policy. Unless otherwise specified, it shall be the responsibility of the elected contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.