

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No. SC-00007369		
City & County of Denver		Date: November 14, 2022	Revision No.	
Purchasing Division		Payment Terms	NET 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Best Way	
United States		Analyst:	Scott Harris	
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720 913 8154	

Workday 0000015396 Phone: 330 796 3782
Supplier ID:

Email: ct_govtsales@goodyear.com

The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316
Attn: Chris Campbell
Colorado Secretary of State ID: 19871024158
U.S. Federal SAM Registry Verification Date: 11/10/2022

Ship To: Various Locations throughout the City and County of Denver

Bill To: As Specified by Agency

1. Goods/Services:

The Goodyear Tire & Rubber Company, a foreign company in the State of Ohio, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term/Renewal:

The term of this Master Purchase Order shall be from date of City signature to and including July 31, 2023. The City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms, and conditions. However, no renewal shall surpass July 31, 2027.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable

for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **Two Million dollars and zero cents (\$2,000,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the total Master Purchase Order Amount.

Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired

during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. No Employment of a Worker without Authorization to Perform work under the Master Purchase Order

- a. This Master Purchase Order is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
 - i. At the time of its execution of this Master Purchase Order, it does not knowingly employ or contract with a worker without authorization who will perform work under this Master Purchase Order, nor will it knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order in the future..
 - ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Master Purchase Order.
 - iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order.
 - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Master Purchase Order knowingly employs or contracts with a worker without authorization, it will notify such

subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

- vi. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Master Purchase Order for a breach of the Master Purchase Order. If this Master Purchase Order is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

32. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively “materials”) delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any ‘click-wrap’ agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

33. Federal Provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

DAVIS-BACON ACT COMPLIANCE Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5).

ANTI-KICKBACK ACT COMPLIANCE Vendor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

CONTRACT WORK HOURS AND SAFETY STANDARDS Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5)

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Vendor agrees to comply with 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.

CLEAN AIR AND WATER REQUIREMENTS Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office.

ENERGY CONSERVATION REQUIREMENTS The Vendor agrees to comply with

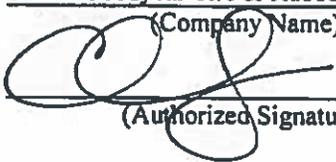
mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying 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 in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on Council approval and is void without such action.

For New Tire Purchases this Master Purchase Order is pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of NASPO Valuepoint Master Agreement 19101 and State of Colorado Contract no. 129060 for Goodyear tires.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: The Goodyear Tire & Rubber Company
(Company Name)
By: 
(Authorized Signature)
Print Name: Mr. Chris Campbell
Title: Director, CTSC
Date: 11-14-2022

By: 
Print Name: Scott Harris
Title: Senior Procurement Analyst
Date: 11/15/2022

Procurement Manager: RB

EXTENSION / RENEWALS CONT'D:

Extension No. ____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC) expires on _____.

Should you desire to extend this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: The Goodyear Tire & Rubber Company
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

Extension No. ____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC) expires on _____.

Should you desire to extend this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: _____
The Goodyear Tire & Rubber Company
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Supplier: The Goodyear Tire & Rubber Company
 Solicitation/ Award Title: Tires- New & Retread Services
 Solicitation No. /Internal File Reference Location: 0135A-2022

It is recommended that you use your Supplier Contract No. SC-00007369, in all future correspondence and/or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

This specification covers new radial tires, radial tire retreading, mounting of retreaded tires on City-owned wheels, tire repairs, wheel painting, pick up/delivery of tire/wheel assemblies, fleet tire survey monitoring and reports as specified to be used primarily in a mixed fleet application on medium-duty, heavy-duty vehicles and off-road equipment in on-highway and off-road applications.

The retreaded tires must withstand tremendous forces as it rolls down the road carrying a heavy load and it must also maintain lateral stability through high-speed turns and maneuvers. The retreaded tires shall efficiently transmit torque to the ground while providing long wear, good durability, good retread life and good traction. Retreaded tires are intended for use on flatbed trucks, dump trucks, emergency snow fighting trucks, trash trucks, tractors hauling asphalt, dirt and trash trailers as well as other specialized City equipment.

The awarded vendor will be required to provide both new and retread tires as part of a full-service Tire program for assorted vehicles throughout the City and County of Denver. New tires should be available through a State or national cooperative agreement that is equivalent to or exceeds the current State of Colorado agreements.

B.4 DELIVERY CONSIDERATIONS:

The vendor shall provide the pick-up of tires for retreading, dismounting of tires, cleaning and repainting of wheels as required, tire repairs, tire retreading service and return tires mounted on rims within:

- A. Highway tire retreading turnaround time seven (7) calendar days of request (National Holidays excluded).
- B. Off-Road and specialty tire retreading turnaround time fourteen (14) calendar days of request (National Holidays excluded). Off-road and specialty retreads tires may be outsourced.

All deliveries shall be made between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays.

Orders placed before 12:00 PM are expected the same business day by 5:00 PM. Orders placed after 12:00 PM are expected to be delivered the next business day prior to 12:00 PM.

B.5 AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, written policies, and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Vendor shall conduct all activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Vendor or any of its employees, subcontractors, and vendors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Vendor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform

work or make deliveries and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

LAWS, REGULATIONS, TAXES AND PERMITS

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

B.6 EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

B.7 EMERGENCY 24-HR SERVICES:

Emergency twenty-four (24) hour service is to be provided by vendor at no additional cost. The name and phone number of the individual(s) to contact for emergency service shall be furnished to the City:

Fleet HQ 24 Hr Number
303 287 9064
Dane Derouin, Center Manager
330 690 6341

This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

B.8 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this IFB and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Portions of this Vendor Performance Management program may include, but are not limited to the following:

- a) Additional site visits post award
- b) Review of awarded Vendor agreement compliance
- c) Vendor and Agency meetings
- d) Intercessions between Purchasing and the Vendor

Awarded vendors are required to furnish a performance report to the analyst on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Total number of transactions per size per City Agency
- Average delivery time for stock material

FOR SERVICES

- Total dollar value of purchases per City Agency

Supplier may also be required to provide additional specific reporting/data as required.

B.9 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this solicitation that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

Vendor(s) must contract directly with any interested governmental agency concerning the matters within this IFB.

B.10 COMPONENT AND SERVICE CONSIDERATIONS:**Component Considerations:**

The awarded vendor to maintain an adequate local inventory of pre-mounted tires and City-owned wheels to be available for immediate delivery. Vendor to notify the City of damaged or otherwise unusable wheels to ensure an adequate supply of wheels for pre-mounting.

Awarded vendor will pick up and deliver mounted tires and wheels on a “one for one” basis. Used unmounted tire casings shall be picked up during normal delivery runs and inventoried for reuse.

New tires shall be available for immediate delivery. Pricing shall be available through a nationally recognized cooperative agreement that is equal to or exceeds the cooperative agreements used by the State of Colorado.

Service Considerations:

Service Calls – All service call rates are to be clearly communicated prior to service, (i.e., trip fee, hourly rate, emergency rates, etc)

- Onsite and Field repairs requiring multiple trips/days to complete will be limited to a single trip fee.
- Field Service response time is expected to be within two (2) hours of initial contact
- Billable hours are applicable to actual hours worked on the project.

Written Repairs – Provide a written quote before proceeding on any repairs, including diagnostics.

- Emailed confirmation of acceptance and/or approval is needed from a Fleet Management Supervisor or Manager. Any changes made to an original quote will require additional approval by a Fleet Supervisor or Manager.
- No work should proceed without a City issued purchase order number or Emergency Authorization number in place.
- Work order changes require an updated purchase order prior to additional work being done.

Invoicing & Communication – Until a single point of contact is created, all invoices need to be sent to a Fleet Supervisor or Manager for review and processing.

All invoices must include the following:

- Invoice Date
 - Date of service,
 - City unit number,
 - City approval by: Name & Date,
 - Amount for Parts,
 - Amount for Services,
 - Amount for Diagnostics & other shop fees,
 - Total Due with due date
- No taxes should be applied to the invoice as the City and County of Denver is tax exempt
 - If a vendor is having difficulties getting an invoice paid, they should contact the Fleet Supervisors or Managers.
 - The vendor shall inform Fleet Supervisors and Managers of any updates, recalls, and technical service bulletins.

Department of General Services
PURCHASING DIVISION
www.denvergov.org/purchasing
Phone: 720.913.8100



City and County of Denver
Purchasing Division
201 W. Colfax Ave.
Department 304, 11th Floor
Denver, CO 80202

Procurement Analyst Name: Scott Harris
Procurement Analyst Email: scott.harris@denvergov.org

Invitation for Bid
For Master Purchase Order Agreement

IFB No. 0135A-2022

New/Retread Tires and Related Services

SCHEDULE OF EVENTS

• IFB Issued	September 30, 2022		
• Deadline to Submit Additional Questions	October 6, 2022	3:00 P.M.	Local Time
• Response to Written Questions	October 11, 2022		
• Bid Due Date	October 18, 2022	10:00 A.M.	Local Time

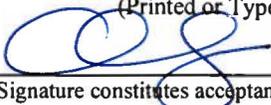
Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: The Goodyear Tire & Rubber Company

By: Mr. Chris Campbell; Director CTSC, The Goodyear Tire & Rubber Company

(Printed or Typed Name)

Signature: 
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: ct_govtsales@goodyear.com

Phone: 330-796-3782

The City contracts with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations administered by the City's General Services Purchasing Division; therefore, respondents must ONLY rely on documents provided on the Rocky Mountain E-purchasing System (BidNet®) website or as communicated directly from the analyst. Only rely on this web address: <https://www.bidnetdirect.com/colorado>

THIS BID MUST BE SUBMITTED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).

11.0 Tire Retreading Basic Requirements, or approved equal:

11.1 Heavy-Duty “Street Sweeper All Position Tread Pattern Retread Tires - Goodyear KMAX or equivalent:

	Technical Section	Product Technical Information		
A.	Product Trade Name:	Goodyear Precured Authorized Retreads – G289 WHA		
B.	Product Code or Identification Number (if applicable):	254-363-440		
C.	Tread Pattern Design must be submitted with bid or bid will be considered non-responsive.	G289 WHA		
D.	Product Physical Properties: 1. Tensile Strength: in psi 2. Elongation: 3. Modulus: a. 100% in psi b. 300%: in psi 4. Hardness: Using Shore Scale A 5. Flexing Resistance: using DeMatia Flexer at 300 to 400 flexes/minute 6. Rubber Hydrocarbon by weight: 7. Polybutadiene or natural rubber content: 8. Specific Gravity	Minimum 2000 psi 380+ % 1300 64 A ____ - ____ 48 % by volume 50 % 1.118	Maximum No limit psi 700 % 1800 69 A ____ - ____ ____ - ____ % ____ - ____ % 1.143	Typical 2400 psi 500 % 1400 65 A ____ - ____ ____ - ____ % ____ - ____ % 1.123
E.	Proposed load range by size	11R22.5: H 10R17.5: H 285/70R19.5: H		
F.	Vendor Proposed Product Tread Depth: list in 32ths of inch: (Note: Vendor Proposed Product Tread Depth must be at least 16/32nds)	Tread depth: 26/32s		
G.	Proposed Load Range by Size	H		

11.1.1 “Street Sweeper All Position ” Tread Pattern Retread Tires:

	Tire Size:	Estimated Quantity	Unit Price	Cost/ 1/32”	Total Price (Est. Qty x Unit Price)
A.	11R22.5	80	\$ 152.28	20 = \$ 7.61	\$ 12,182.40
B.	10R17.5	80	\$ 124.49	16 = \$ 7.78	\$ 9,959.20
C.	285/70/19.5	100	\$ 163.54	26 + \$ 6.29	\$ 16,354.00

11.1.2 “Sweeper or Street/Highway Rib” Tread Pattern Retread Tires

TOTAL Price Heavy-Duty 11R22.5 “Sweeper or Street/Highway Rib” Pattern Retread Tires	\$ 38,495.60
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11.2 Medium Duty “Traction Grip” Tread Pattern Retread Tires:

11.2.1 Traction Grip tread design shall be suitable for medium duty flatbed and dump bed trucks

11.2.2 Medium-Duty “Traction Grip” Tread Pattern Retread Tires (Goodyear G622 or equivalent):

	Technical Section	Product Technical Information		
A.	Product Trade Name:	Goodyear Precured Authorized Retreads – G622 RSD		
B.	Product Code or Identification Number (if applicable):	254337410		
C.	Product Physical Properties:	Minimum	Maximum	Typical
	1. Tensile Strength: in psi	2000 psi	No limit psi	2400 psi
	2. Elongation:	380+ %	700 %	500 %
	3. Modulus:			
	a. 100% in psi	1300	1800	1400
	b. 300%: in psi			
	4. Hardness: Using Shore Scale A	64 A	69 A	65 A

Exhibit A

Formal Bid No. 0135A-2022
Technical Specifications and Pricing

	Technical Section	Product Technical Information		
	5. Flexing Resistance: using DeMatia Flexer at 300 to 400 flexes/minute	_____ %	_____ %	_____ %
	6. Rubber Hydrocarbon by weight:	48 % by volume	_____ %	_____ %
	7. Polybutadiene or natural rubber content:	50 %	_____	_____
	8. Specific Gravity	1.118	1.143	1.123
D.	Proposed load range by size	225/70R19.5: _____ G		
E.	Vendor Proposed Product Tread Depth: list in 32ths of inch: (Note: Vendor Proposed Product Tread Depth must be at least 22/32nds)	Tread depth: 22/32s		

11.2.3 225/70R19.5 “Traction Grip” Tread Pattern Retread Tires:

	Tire Size:	Estimated Quantity	Unit Price	Cost / 1/32”	Total Price (Est. QTY X Unit Price)
A.	225/70R19.5	150	\$ 113.40	22 = \$ 5.15	\$ 17,010.00

11.2.4 225/70R19.5 “Traction Grip” Tread Pattern Retread Tires:

TOTAL Price Heavy-Duty 225/70R19.5 “Traction Grip” Pattern Retread Tires	\$ 17,010.00
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Heavy-Duty “Traction Grip” Tread Pattern Retread Tires:

11.3.1 Traction Grip tread design shall be suitable for dump truck general use for dump trucks with snowplows and spreaders, and Trash Trucks

11.3.2 Heavy-Duty “Traction Grip” Tread Pattern Retread Tires (Goodyear Endurance WHA or equivalent):

	Technical Section	Product Technical Information		
F.	Product Trade Name:	Goodyear Precured Authorize retread Endurance WHD		
G.	Product Code or Identification Number (if applicable):	254096369		
H.	Product Physical Properties: 9. Tensile Strength: in psi 10. Elongation: 11. Modulus: c. 100% in psi d. 300%: in psi 12. Hardness: Using Shore Scale A 13. Flexing Resistance: using DeMatia Flexer at 300 to 400 flexes/minute 14. Rubber Hydrocarbon by weight: 15. Polybutadiene or natural rubber content: 16. Specific Gravity	Minimum 2000 psi 380+ % 1300 64 A ____-____ 45 % by volume 50 % 1.118	Maximum No limit psi 700 % 1800 69 A ____-____ ____-____ % ____-____ % 1.143	Typical 2400 psi 500 % 1400 65 A ____-____ ____-____ % ____-____ % 1.123
I.	Vendor Proposed Product Tread Depth: list in 32ths of inch: (Note: Vendor Proposed Product Tread Depth must be at least 22/32nds)	Tread depth: 32/32s		

Exhibit A

Formal Bid No. 0135A-2022
Technical Specifications and Pricing

11.3.3 315/80R22.5 “Traction Grip” Tread Pattern Retread Tires:

	Tire Size:	Estimated Quantity	Unit Price	Cost / 1/32”	Total Price (Est. QTY X Unit Price)
A.	315/80R22.5	1000	\$ 216.00	\$ 6.75	\$ 216,000.00

TOTAL Price Heavy-Duty 315/80R22.5 “Traction Grip” Pattern Retread Tires	\$ 216,000.00
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11.3.4 11R22.5 “Traction Grip” Tread Pattern Retread Tires:

	Tire Size:	Estimated Quantity	Unit Price	Cost / 1/32”	Total Price (Est. QTY X Unit Price)
B.	11R22.5	80	\$ 192.24	\$ 6.01	\$ 15,379.20

11.3.5 11R22.5 “Traction Grip” Tread Pattern Retread Tires:

TOTAL Price Heavy-Duty 11R22.5 “Traction Grip” Pattern Retread Tires	\$ 15,379.20
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11.4 PRICING PERCENTAGE ADJUSTMENTS: PUBLISHED PRICE LISTS

11.4.1 Other Retread Tires

Discount off Published Price List from vendor for all other sizes of retreaded tires with casing.	Retread price book attached 69 %
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11.4.2 Other Tire Repairs and Services

Discount off Published Price List from vendor for all other sizes and types of repairs and services.	Based on US NA Service Pricing 25%
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11.4.3 Other Services

Discount off Published Price List from vendor for all other services.	Based on US NA Service Pricing 25%
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12.0 Vendor Sourced Casings for Retreading: (Third Party -Not City Origin)

- A. All tire casings shall be virgin (Never Recapped) severe-service casings (no bus/coach casings except in 315/80R22.5 which can be no less than load range “L” or 20-ply rating 10,000-lb single tire rating). If the City elects to purchase “bus/coach” casings they shall be no less than load range “J” or 18 ply equivalent 9,000-lb single tire rating.
- B. Used tire casing preferences are: Michelin, Bridgestone, Goodyear and B.F. Goodrich, Firestone. Under no circumstance shall a casing brand not currently being purchased by the City or brand other than those listed specifically above be sold to the City without prior written approval.
- C. Tire casing shall not have any nail hole repairs larger than ¼”, no crown section repairs, no sidewall repairs, no bead repairs no liner splitting or other injuries requiring a reinforced patch repair.

13.0 Tire Siping

	Service Description	Estimated Quantity	Unit Price	
A.	Tire siping medium and large truck (cutting slices into tread for increased traction).	100	\$ 22.00	\$ 2,200.00

13.1

TOTAL Price Vendor Supplied Tire Siping	\$ 2,200.00
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14.0 Wheel Refinishing:

- A. Wheels shall be completely inspected for cracks, deformed stud holes, burrs, warp age, deformation of flange and other defects before and after bead blasting.
- B. Wheels with any cracks or other significant problems shall be tagged with the defect and returned to the City for disposal.
- C. Steel Wheels shall be bead blast to remove all old paint
- D. Paint:
 - 1. Color: “Bright White”
 - 2. Electrostatically applied powder epoxy coated finish. Finish/Paint thickness shall be 2 – 4 mm minimum. Paint shall not be too thick in lug nut area where paint thickness could affect wheel/lug nut torque.
 - 3. Surface preparation sandblasted to remove rust, mill scale and other surface imperfections.

14.1

	Repair Description	Estimated Quantity	Unit Price per Wheel	
A.	Bead Blast, Inspect and Repaint 22.5 steel wheel rim with “Bright White” Powder Epoxy Paint	50	\$ 21.00	\$ 1,050.00
B.				

14.2

TOTAL Price Wheel Refinishing

\$ 1,050.00

15.0

Section No.	Product Description	Product Total Price
11.1.1A	11R22.5 “Street Sweeper All Position” Tread Pattern Retread Tires	\$ 12,182.40
11.1.1B	10R17.5 “Street Sweeper All Position” Tread Pattern Retread Tires	\$ 9,959.20
11.1.1C	285R70R19.5 “Street Sweeper All Position ” Tread Pattern Retread Tires	\$ 16,354.00
11.2.4	225/70R/19.5 “Traction Grip” Tread Pattern Retread Tires	\$ 17,010.00
11.3.3	Heavy-Duty 315/80R22.5 “Traction Grip” Tread Pattern Retread Tires	\$ 216,000.00
11.3.4	Heavy-Duty 11R22.5 “Traction Grip” Tread Pattern Retread Tires	\$ 15,379.20
13.1	Tire Sipping	\$ 2,200.00
14.2	Wheel Refinishing	\$ 1,050.00
	GRAND TOTAL OF ALL PRODUCTS INCLUDED IN THIS SPECIFICATION:	\$ 290,134.80

16.0 Optional Services:

16.1 Vendor Dismount and Remount Program:

Vendor shall pick up tires requiring repair or retreading mounted on wheels. Vendor shall return all tires mounted on a wheel and inflated to proper application air pressure.

	Dismount and Remount Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Tire 11R22.5 on 22.5 x 8.5” wheel	250	\$ 18.00	\$ 4,500.00
B.	Tire 315/80R 22.5 on 22.5 x 9.0” wheel	1000	\$ 18.00	\$ 18,000.00

TOTAL Price	
Vendor Dismount and Remount Program	\$ 22,500.00

16.2 Road and Service Calls:

- A. Vendor shall provide emergency 24-hour road call service within the City and County of Denver and surrounding metropolitan areas that City vehicles may operate.
- B. Extent of operational area shall be an arc between the following points:

The Goodyear Tire & Rubber Company

Exhibit A

1. North I-25 and Colorado Highway 7
2. South I-25 and Happy Canyon Road
3. East: I-70 and Gun Club Road
4. West I-70 and Evergreen Exit at I-70
5. Denver International Airport

C. Areas outside the area listed in this specification section B shall be charged on a cost per mile and time basis for travel.

The following rates shall apply:

1. Cost per mile distance from vendors shop: **\$ 1.00 > 20 miles/mile**
2. Cost per travel hour: Regular business hours 7:00 am to 5:00 pm M-F: **\$ 75.00/hour**
3. Cost per travel hour: After business hours 5:01 pm to 6:59 am to M-F: **\$ 105.00_/hour**
4. Cost per travel hour: Saturday, Sunday and Holidays: **\$ 105.00/hour**

**** above per hour pricing for road service, Items D1 through D12, includes labor items (as needed) listed below**

D. Work Rates:

1. Automobile:

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	40	\$0.01	\$0.01 0.4
B.	Spin Balance	40	\$\$0.01	\$0.01 0.4
C.	Flat Repair	40	\$0.01	\$0.01 0.4
D.	Rotate Tires	40	\$0.01	\$0.01 0.4

2. Light Truck Class 1 thru Class 3:

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	40	\$0.01	\$0.01 0.4
B.	Spin Balance	40	\$0.01	\$0.01 0.4
C.	Flat Repair	40	\$0.01	\$0.01 0.4

Exhibit A

Formal Bid No. 0135A-2022
 Technical Specifications and Pricing

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
D.	Rotate Tires	40	\$0.01	\$0.01 0.4

3. Medium Truck Class 4 thru Class 6:

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	40	\$0.01	\$0.01 0.4
B.	Spin Balance	40	\$0.01	\$0.01 0.4
C.	Flat Repair	10	\$0.01	\$0.01 .10

4. Heavy Truck Class 7 thru Class 8:

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	100	\$0.01	\$0.01 1.00
B.	Spin Balance	100	\$0.01	\$0.01 1.00
C.	Flat Repair	100	\$0.01	\$0.01 1.00

5. Industrial and Tractor Tires: Skid Steer type approximate sizes 10 x 16.5 and 12 x 16.5

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	12	\$0.01	\$0.01 .12
B.	Flat Repair	12	\$0.01	\$0.01 .12

Exhibit A

Formal Bid No. 0135A-2022
 Technical Specifications and Pricing

6. Industrial and Tractor Tires: Utility Tractor approximate sizes 8.3 x 24 through 12.4 x 24

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	4	\$0.01	\$0.01 .04
B.	Flat Repair	10	\$0.01	\$0.01 .10

7. Industrial and Tractor Tires: Loader/Backhoe approximate sizes 14.9 x 24 through 21L24

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	8	\$0.01	\$0.01 .08
B.	Calcium (fill and remove) Cost per gallon	8	\$0.01	\$0.01 .08
C.	Flat Repair	20	\$0.01	\$0.01 .20

8. Industrial and Tractor Tires: Large Tractor approximate sizes 16.9 x 28 through 710/70 x 42

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	4	\$0.01	\$0.01 .04
B.	Calcium (fill and remove) Cost per gallon	4	\$0.01	\$0.01 .04
C.	Flat Repair	10	\$0.01	\$0.01 .10

Exhibit A

Formal Bid No. 0135A-2022
 Technical Specifications and Pricing

9. Industrial and Tractor Tires: Road Grader approximate sizes 12.00 x 24 through 14.00 x 24

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	6	\$0.01	\$0.01 .06
B.	Flat Repair	10	\$0.01	\$0.01 .10

10. Industrial and Tractor Tires: Small Loader approximate sizes 15.5 x 25 through 17.5 x 25

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	4	\$0.01	\$0.01 .04
B.	Flat Repair	4	\$0.01	\$0.01 .04

11. Industrial and Tractor Tires: Medium Loader approximate sizes 20.5 x 25, 23.5 x 25, 16.00 x 24 through 18.00 x 33

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	4	\$0.01	\$0.01 .04
B.	Calcium (fill and remove) Cost per gallon	4	\$0.01	\$0.01 .04
C.	Flat Repair	10	\$0.01	\$0.01 .10

12. Industrial and Tractor Tires: Large Loader approximate sizes 26.5 x 25 through 37.25 x 35

	Repair Description	Estimated Quantity	Unit Price per Wheel	Total Wheel Price
A.	Dismount and Mount	4	\$0.01	\$0.01 .04
B.	Calcium (fill and remove) Cost per gallon	4	\$0.01	\$0.01 .04
C.	Flat Repair	10	\$0.01	\$0.01 .10

16.3 Vendor Tire Inspection Program

- A. Bidders shall submit for review with the bid a sample of their company's tire inspection program and tire inspection report.
- B. The tire inspection program shall assist the City in optimizing the use of tires and extend tire life in City operations. The tire inspection program shall also help reduce tire failures due to low air pressure, mis-matched tires or other problems that effect fleet uptime.
- C. Vendor shall supply to the City, and at inspection, install inflation pressure decals above each tire on the fender or body. The decal shall be white or clear with black letters/numerals i.e. TP110 or TP45. Decals shall be in 5-lb increments from 30 psi up to 130 psi for use on pick-up trucks to Class 8 trucks and equipment.
- D. The City will provide the Vendor with a list of vehicles by location. (See inspection sites)
- E. Vendor shall inspect a sample of City fleet vehicles and statistically project the conditions of the fleet.
- F. The inspected vehicle summary shall be listed by: vehicle ID number, vehicle make and type body.
- G. The report shall list quantity of tires inspected and % of tires requiring immediate corrective action and if immediate corrective action was taken.
- H. The tire inspection and reports program shall:
 - 1. The inspection and report shall only encompass DOTI heavy-duty vehicles; fleet size approximately 800 units.
 - 2. Provided 4 times per year (quarterly) February, May, August and November Sample size 200 units per inspection.
 - 3. Each quarterly inspection shall cover 25 % of the DOTI heavy-duty truck fleet. At least 20 % of the quarterly inspected fleet shall be different at each inspection, checking both tread depth and air pressure. Previous inspected units shall have the individual unit's previous inspection results as well as the current inspection results listed for comparison.
 - 4. Inspections shall be performed either after business hours, on weekends or public holidays. Vendor shall coordinate with Fleet Maintenance as to best time to inspect vehicles.
 - 5. Inspection sites shall include:
 - a. Fleet Maintenance Roslyn, 5440 Roslyn St..
 - b. Fleet Maintenance CPC Campus, 1271 W. Bayaud St.
 - c. Fleet Maintenance Wastewater, 2000 W. 3rd Avenue.
 - d. Fleet Maintenance Cherry Creek, 7301 E. Jewell Avenue.
 - e. Fleet Maintenance Osage, 2013 S. Osage St.
 - 6. The written report shall be provided to Fleet Maintenance within three (3) business days of the completion of the physical inspection.

 - 7. Inspection report shall provide following information as separate information sections and with graph/pie charts:

Exhibit A

- a. Inspected Vehicle Summary listing vehicle ID #, Vehicle make, body type.
- b. Immediate Action Summary with listing of types of immediate actions, number of tires inspected and % of immediate actions by action category.
- c. Tire Inspection Detail listing vehicle ID #, tire position, problem description, immediate action required, condition corrected and if tire pressure correction actual value.
- d. Tire Inflation Summary listing tires that are out of inflation specifications and % out of spec.
- e. Tire Mismatched Summary listing total # tires inspected and % diameter mismatched.
- f. Tire Usage by Vehicle Type Summary listing vehicle body class, number of retread tires and new tire in use.
- g. Tire Usage by Axle Summary listing retread and new tires in use by axle, steer, drive and free rolling.
- h. Tire Usage by Tire Size listing retread and new tire quantities by size.
- i. Tire Usage by Tire Casing Manufacturer listing retread and new tires by manufacturer.
- j. Tire Usage by Retread Manufacturer list retread and size of tires.
- k. Tire Condition Summary listing % of existing tire conditions in fleet surveyed.
- l. Tire Tread Depth Summary listing in 1/32nd inch tread depth of tires inspected and irregular wear patterns.
- m. Wheel and Lug Nut Summary listing condition of wheels and loose lug nuts.
- n. Conclusion Summary Report providing a summary of the inspection findings, resolution of problems and recommendations to improve tire life, tire conditions, increase mileage and any other information that would benefit the City.

I. Report shall provide information on the following deficiencies and corrective costs:

Quarterly Report 200 units TOTAL Price Vendor Tire Inspection Program	\$ 500.00
--	------------------

17.0 New Tires Pricelist

17.1 Provide the name of the cooperative agreement and pricing sheet to be used for the purchase of new tires.

Cooperative agreement name:	Tire Brand	Pricelist Name & Expiration Date	Additional City Discount %
NASPO	Goodyear	City and County of Denver, CO expires 10-14-2023	.20 to .60% See attached new tire price sheet
			%

The Goodyear Tire & Rubber Company

1 RESOLUTION 20221540

BY AUTHORITY

2 RESOLUTION NO. CR22-1540

COMMITTEE OF REFERENCE:

3 SERIES OF 2022

Finance & Governance

4 **A RESOLUTION**

5 **Approving a proposed Master Purchase Order between the City and County of**
6 **Denver and The Goodyear Tire and Rubber Company to provide new and**
7 **retreaded tires and related services for city vehicles.**

9 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

10 **Section 1.** The proposed Master Purchase Order between the City and County of Denver
11 and The Goodyear Tire and Rubber Company, in the words and figures contained and set forth in
12 that form of Master Purchase Order available in the office and on the web page of City Council, and
13 to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver,
14 under City Clerk's Filing No. 20220124-00, is hereby approved.

15 COMMITTEE APPROVAL DATE: November 29, 2022 by Consent

16 MAYOR-COUNCIL DATE: December 6, 2022

17 PASSED BY THE COUNCIL: _____ December 12, 2022

18 _____ - PRESIDENT

19 ATTEST: _____ - CLERK AND RECORDER,
20 EX-OFFICIO CLERK OF THE
21 CITY AND COUNTY OF DENVER

22 PREPARED BY: Olayinka Hamza, Assistant City Attorney DATE: December 8, 2022

23 Pursuant to section 13-9, D.R.M.C., this proposed resolution has been reviewed by the Office of the
24 City Attorney. We find no irregularity as to form and have no legal objection to the proposed
25 resolution. The proposed resolution is submitted to the City Council for approval pursuant to § 3.2.6
26 of the Charter.

27 Kerry Tipper, Denver City Attorney

28 BY: Anshul Bagga, Assistant City Attorney DATE: Dec 8, 2022



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