

City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

11/5/2013

City Council Meeting Date  
 Agenda Items Only

Jesse Beeks / Barbara Olsen  
 Submitted By

Fleet Operations  
 Division

Transportation  
 Department

Action Required:

A resolution awarding Bid 13-43 to Southern Tire Mart, LLC for recap tires per specifications outlined in the bid, for one year with automatic yearly extensions for up to four years.

\$ 93,895.00  
 Cost of this request

9700.1920.5802.00  
 Account Number

Project Number

\$ 198,000.00  
 Category / Project Budget

\$ -  
 Funds Used to Date

\$ 198,000.00  
 Remaining Balance

Fleet Operations  
 Program Category / Project Name

Tires  
 Program / Project Category Name

Shop Fund  
 Fund Name

Budgeted Item

Budget Adjustment Attached

*[Signature]*  
 Department Director 10/18/13  
 Date

*[Signature]*  
 City Attorney 10-18-13  
 Date

*Paul A. Beekun*  
 Finance and Internal Services Director 10-21-2013  
 Date

*Paul A. Beekun for Dan Mann*  
 Chief of Staff 10-21-2013  
 Date

*[Signature]*  
 Mayor 11/21/13  
 Date

Previous Ordinance or Resolution # \_\_\_\_\_  
 Original Contract Date: \_\_\_\_\_  
 Original Contract Number: \_\_\_\_\_

Received in City-18-13 P01:31 RCVD  
 Clerk's Office *[Signature]*

Received in Mayor's Office  
 ENTERED 10/21/13  
*[Signature]*

Comments:

**CITY COUNCIL AGENDA MEMO**

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**To:** Mayor/City Council

**Thru:** Terry Gulley, Director of Transportation

**From:** Jesse Beeks, Fleet Operations Superintendent *JB*

**Date:** October 15, 2013

**Subject:** Purchase of Recap Tires

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**PROPOSAL:** That City Council award Bid #13-43 to Southern Tire Mart to supply recap tires.

**RECOMMENDATION:** Bid #13-43 was opened on October 8, 2013 to supply recap tires. Three bids were received. A bid tab sheet is attached.

Fleet Operations regularly uses two sizes of recap tires on the rear axles of sanitation trucks and dump trucks. The bid was for estimated quantities on these two sizes of tires. The low bid from Southern Tire Mart meets all specifications.

The bid allows for one year with automatic yearly extensions for up to four years. The bid also allows for a secondary vendor to be used in the event the primary vendor does not comply with specifications.

Fleet recommends acceptance of the bid from Southern Tire Mart.

**BUDGET IMPACT:** Funds are available for tire purchaes in Fleet Tire Budget 9700.1910.5214.01.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #13-43 AND AUTHORIZING A CONTRACT WITH SOUTHERN TIRE MART, LLC IN VARIABLE AMOUNTS FOR TIRE RECAPPING FOR A PERIOD OF ONE (1) YEAR WITH AUTOMATIC YEARLY EXTENSION FOR UP TO FOUR (4) YEARS

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-43 and authorizes a contract with Southern Tire Mart, LLC in variable amounts for tire recapping for a period of one (1) year with automatic yearly extensions for up to four (4) years.

**PASSED** and **APPROVED** this 5<sup>th</sup> day of November, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



BID: 13-43  
 10/08/13  
 2:00 PM  
 CITY OF FAYETTEVILLE

## Bid 13-43, Recap Tires and Casings

BIDDER	Item #	DESCRIPTION	Estimated Quantity	Price Each	Total
1 Southern Tire Mart	1. Recap Tires		500	\$ 163.59	\$ 81,795.00
	Sizes:	11R / 22.5			
		255 / 70R 22.5	50	\$ 147.00	\$ 7,350.00
	2. Casings:	11R / 22.5	50	\$ 80.00	\$ 4,000.00
		255 / 70R 22.5	10	\$ -	\$ -
	3. Services:	Re/Cap Mount/Dismount	150	\$ -	\$ -
		Repairs: Nail Holes Patch & Plug Repair	Free	\$ -	\$ -
		Section/Repairs	50	\$ 15.00	\$ 750.00
		Service Calls for tire repair service at Fleet or other City locations, Delivery Charge	6	\$ -	\$ -
	<b>TOTAL BASE BID:</b>				
2 Tony's Tire Service	1. Recap Tires		500	\$ 172.00	\$ 86,000.00
	Sizes:	11R / 22.5			
		255 / 70R 22.5	50	\$ 105.00	\$ 5,250.00
	2. Casings:	11R / 22.5	50	\$ 60.00	\$ 3,000.00
		255 / 70R 22.5	10	\$ 35.00	\$ 350.00
	3. Services:	Re/Cap Mount/Dismount	150	\$ 10.00	\$ 1,500.00
		Repairs: Nail Holes Patch & Plug Repair	Free	\$ -	\$ -
		Section Repairs	50	\$ 45.00	\$ 2,250.00
		Service Calls for tire repair service at Fleet or other City locations, Delivery Charge	6	\$ 100.00	\$ 600.00
	<b>TOTAL BASE BID:</b>				
3 Wingfoot	1. Recap Tires		500	\$ 205.00	\$ 102,500.00
	Sizes:	11R / 22.5			
		255 / 70R 22.5	50	\$ 185.00	\$ 9,250.00
	2. Casings:	11R / 22.5	50	\$ 85.00	\$ 4,250.00
		255 / 70R 22.5	10	\$ 30.00	\$ 300.00
	3. Services:	Re/Cap Mount/Dismount	150	\$ 17.97	\$ 2,695.50
		Repairs: Nail Holes Patch & Plug Repair	Free	\$ -	\$ -
		Section Repairs	50	\$ 23.50	\$ 1,175.00
		Service Calls for tire repair service at Fleet or other City locations, Delivery Charge	6	\$ 49.00	\$ 294.00
	<b>TOTAL BASE BID:</b>				

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

Indicates corrected price

CERTIFIED:

P. VICE, PURCH MGR

*[Signature]*  
 WITNESS

DATE

10/8/13



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220  
TDD (Telecommunication Device for the Deaf): 479.521.1316

**INVITATION TO BID**

**INVITATION TO BID: Bid 13-43, Recap Tires & Casings**  
**DEADLINE: Tuesday, October 08, 2013 before 2:00 PM, Local Time**  
**DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**  
**PURCHASING AGENT: Andrea Foren, CPPO, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)**  
**DATE OF ISSUE AND ADVERTISEMENT: Friday, September 20, 2013**

**INVITATION TO BID**  
**Bid 13-43, Recap Tires & Casings**

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

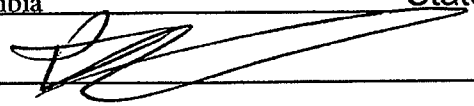
Name of Firm: Southern Tire Mart, LLC

Contact Person: Richard Conwill Title: Director of Government Sales

E-Mail: rconwill@stmtires.com Phone: 877-786-4681

Business Address: 529 Industrial Park Road

City: Columbia State: MS Zip: 39429

Signature:  Date: 10/3/2013

**City of Fayetteville  
 Bid 13-43, Recap Tires & Casings  
 Bid Form**

**DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made no more than 14 calendar days from date of order.** Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

**\*Estimated quantity listed is an annual estimate.**

**F.O.B.** City of Fayetteville Fleet Operations, 1525 S. Happy Hollow, Fayetteville, AR 72701

		*Estimated Quantity	Price Each	Total
1.	<b>RECAP TIRES SIZES: 11R / 22.5</b>	500	\$ 163.59	\$81,795.00
	255 / 70R 22.5	50	\$ 147.00	\$ 7,350.00
				<b>RECAPS SUBTOTAL</b>
				<u>\$ 89,145.00</u>
2.	<b>CASINGS: 11R / 22.5</b>	50	\$ 80.00	\$ 4,000.00
	255 / 70R 22.5	10	\$ 0.00	\$ 0.00
				<b>CASINGS SUBTOTAL</b>
				<u>\$ 4,000.00</u>
3.	<b>SERVICES:</b>			
	Re/Cap Mount/ Dismount	150	\$0.00	\$0.00
	Repairs: Nail Holes Patch & plug Repair		<b>Free</b>	<b>0.00</b>
	Section/Repairs	50	\$15.00	\$750.00
	Service Calls for tire repair service at Fleet or other City locations, Delivery Charge	6	\$0.00	\$0.00
				<b>SERVICES SUBTOTAL</b>
				<u>\$ 750.00</u>

**\*\*TOTAL BASE BID (SUM OF ALL ITEMS):** \$ 93,895.00

**Bids shall be evaluated on the lowest total base bid**

**NAME OF BIDDER:** Southern Tire Mart, LLC

**THIS BID FORM CONTINUES ON THE NEXT PAGE.**

**EXECUTION OF BID -**

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

**Upon signing this Bid, the bidder certifies that:**

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

  X   1.) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

Unsigned bids shall be rejected. Items marked \* are mandatory for consideration.

\*NAME OF FIRM: Southern Tire Mart, LLC  
*Purchase Order/Payments shall be issued to this name*

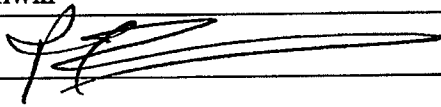
\*BUSINESS ADDRESS: Dept 143, P. O. Box 1000

\*CITY: Memphis \*STATE: TN \*ZIP: 38148-0143

\*PHONE: 877-786-4681 FAX: 214-389-7111

\*E-MAIL: rconwill@stmtires.com

\*BY: (PRINTED NAME) Richard Conwill

\*AUTHORIZED SIGNATURE: 

\*TITLE: Director of Government Sales

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**City of Fayetteville**  
**Bid 13-43, Recap Tires & Casings**  
**Detailed Specifications: RECAP TIRES AND CASINGS**

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**BIDDING REQUIREMENTS:**

- When given a specification option with a blank (example a. \_\_\_\_\_), bidder shall write a “check mark” or write “yes” indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “no” and writing on the City’s bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

**1.0 GENERAL -**

- 1.1 All item(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 Service calls shall be good for any call dispatched within the City of Fayetteville, AR for City business.
- 1.4 This bid shall be awarded all or none. Please provide a sample of the tire(s) proposed in your bid, in the form of an actual sample of the tire as opposed to an actual tire.

**2.0 MANUFACTURER / MODEL -**

- 2.1 All rubber shall be Manufacturer’s Premium line
- 2.2 Price shall be valid for 180 calendar days after bid deadline date.
- 2.3 This contract is for a mount and dismount program.

**3.0 TECHNICAL SPECIFICATIONS -**

**3.1 Recaps**

- a.  Only recap process allowed shall be Goodyear, Bandag, Michelin, or Bridgestone / Firestone.
- b.  Only the Premium manufactured line shall be provided to the City. Rubber design shall be waste hauler line 26/32 “.
- c.  Tires may be recapped no more than 6 times. Awarded vendor shall be responsible for tracking the number of recaps per tire based on individual unit identification. Upon the sixth recap, the awarded vendor shall inform the City the item has reached its maximum recap capacity.

**3.2 Casings**

- a.  Only virgin Load Range G casings allowed
- b.  No Bus casings
- c.  No casings over 4 years old
- d.  Only Goodyear, Michelin, Firestone / Bridgestone casings allowed
- e.  All City of Fayetteville casings not approved for retread by the bidder shall be returned to Fleet for pre-approval prior to discarding by the City of Fayetteville.



**3.3 Repairs**

- a.  All repairs shall be made in accordance with the Tread Rubber Manufacturers Group (TRMG)
- b.  A maximum 5% quality repair failure rate will be allowed.
- c.  Vendor shall stock enough recaps / casings in stock to adequately supply the City of Fayetteville's tire needs.

**3.4 Service:**

- a.  Service for recaps shall be on an as needed basis with a minimum pickup/delivery of one (1) one per week at no additional charge to the City
- b.  When tires are picked up, Fleet requires a list of the tire numbers that are picked up as well as the number of mounted and not mounted tires.
- c.  Service calls for mounts and dismounts as needed
- d.  All prices shall include any applicable fuel surcharges as well as any cost for delivering the items bid. No additional cost for delivery, pickup, or fuel surcharge shall be allowed.
- e.  All recaps shall be marked with Fleet's inventory number and put in stock.

**4.0 DELIVERY / DOCUMENTATION -**

- 4.1 All tires shall be delivered F.O.B. to the City's Fleet Operations facility, located at 1525 S. Happy Hollow Road, Fayetteville, Arkansas 72701, for compliance review and final acceptance.

**5.0 PRICE INCREASES -**

- a.  All Price Increases shall be provided with appropriate back up documentation showing itemized per tire price increases received from suppliers and shall be approved prior to any orders taking place. Vendors shall allow thirty (30) calendar days for price increase approval. The City shall not allow a price change on orders shipped and/or delivered prior to a price request increase being submitted to the City. Prices bid shall be valid for a minimum of 180 calendar days from the date of bid opening.
- b.  The City reserves the right and intends to award a secondary supplier contract to the second lowest responsive responsible bidder in case of quality or delivery issues by the primary provider.
- c.  The City reserves the right to deviate from estimated purchase quantities. The current estimated quantities are based on actual usage data from the past year.
- d.  Vendor guarantees against increases in quoted price for the first 180 calendar days from the date of the bid deadline.
- e.  Contract Length shall be for one year with four (4) yearly renewable options. This contract may be terminated by either party by a thirty (30) day written notice without penalty.
- f.  In the event of a price increase by the primary bidder, the City reserves the right to purchase from the second lowest responsive responsible bidder in the event such price increase causes the secondary bidder to be lower.

**6.0 STANDARDS -**

- 6.1 Each unit shall meet or exceed the following applicable standards.
  - a.  Environmental Protection Agency's Exhaust Emission Standards (EPA).
  - b.  Occupational Safety and Health Administration Standards (OSHA).

**7.0 WARRANTY REQUIREMENTS -**

- 7.1 The Bidder agrees that the supplies or services furnished under this contract award shall be covered by the most favorable commercial warranties that the Bidder gives any customer for such

supplies or services. A copy of this warranty shall be furnished with this bid response package. In addition to this and normal implied warranties, the Bidder shall provide the minimum expressed product warranty that, if the retreads fail while in service and the cause is faulty workmanship and/or materials, the tire shall be returned to the Bidder and be adjusted in accordance with the following scales:

- a.  Tires failing due to manufacturer's defect before 20% of original tread is worn, shall be refunded at the full retread cost.
- b.  Tires failing beyond 20% of the original tread shall be adjusted on a pro-rated basis based on the remaining tread, down to 2/32nds (4/32nds for any tire on the front wheels of any vehicle.)
- c.  Warranty shall cover transportation costs to and from the City of Fayetteville. The City shall not pay an additional expense of any kind for warranty repairs, including but not limited to freight, fuel, transportation costs, shipping, etc.



# Bid 13-43, Addendum 1



**Date:** Thursday, October 3, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPO, CPPB – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 13-43, Recap Tires and Casings

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

• **Bid 13-43 has the following modifications and clarifications:**

1. Reference page 10 of 12, Item 2.3:
  - a. Item 2.3 is replaced with the following language **"This contract is for recap tire services. Some recap tires will need to be dismounted; however, the majority, approximately 85%, of the tires turned in for recap have already been dismounted from the rim."**
2. Reference page 10 of 12, Item 3.1, b.
  - a. \_\_\_ Item 3.1, b shall be revised to the following: **"Only the Premium manufactured line shall be provided to the City. Rubber design shall be waste hauler ribbed line 26/32"**.

A handwritten signature in black ink, appearing to be the initials "RB" followed by a long, sweeping horizontal stroke.

10-04-13

## Foren, Andrea

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**From:** Foren, Andrea  
**Sent:** Tuesday, October 08, 2013 3:13 PM  
**To:** rconwill@stmtires.com  
**Cc:** Foren, Andrea  
**Subject:** Bid clarification Re: Bid 13-43, Recap Tires and Casings - Southern Tire Mart

**Reference: Bid 13-43, Recap Tires and Casings**  
**Bid Received from: Southern Tire Mart, LLC in the amount of \$93,895**

Mr. Conwill,

In reviewing the bid from Southern Tire Mart, I came across some "\$0" values on the line item pricing. Specifically, \$0 was bid on the three items including (1) Casings: 225 / 70R 22.5, Qty of 10 (2) Services: ReCap Mount/Dismount, Qty of 10, and (3) services calls for tire repair service, Qty of 6.

Can you please respond and let me know if Southern Tire Mart intended to make these items free and at no cost to the City or if Southern Tire Mart was indicating they cannot provide the products and/or services?

If you could let me know, I would greatly appreciate it. Thank you again for submitting a bid.

Best,  
Andrea

Andrea Foren, CPPO, CPPB  
City Purchasing Agent  
City of Fayetteville, AR  
113 W. Mountain  
Fayetteville, AR 72701  
Office: 479-575-8220  
E-Mail: [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)  
Website: <http://bids.accessfayetteville.org> ( <http://bids.accessfayetteville.org/> )  
TDD 479-521-1316 (Telecommunication Device for the deaf)  
*Please consider the environment before printing this email.*

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed and may be subject to public disclosure under the Arkansas Freedom of Information Act (FOIA).

**Foren, Andrea**

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**From:** Jack Cavette <jcavette@stmtires.com>  
**Sent:** Wednesday, October 09, 2013 8:16 AM  
**To:** Foren, Andrea  
**Subject:** Southern Tire Mart bid

Andrea,

The line items in our bid that are marked 0, are no charge items to the City of Fayetteville. If you have any other questions let me know. Thank you.

Jack Cavette  
Southern Tire Mart  
Springdale, AR  
479-466-1160

Sent from my iPhone