

AMENDMENT NO. 1
TIRES AND TIRE SERVICE FOR LIGHT AND HEAVY DUTY VEHICLES AND
EQUIPMENT

(City of Glendale Solicitation No. IFB 21-03, Contract No. C21-0060)

This Amendment No. 1 (“Amendment”) to the Tires and Tire Service for Light and Heavy Duty Vehicles and Equipment (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Southern Tire Mart, LLC, a Mississippi limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Southern Tire Mart, LLC (“Contractor”) previously entered into an Agreement for Tires and Tire Service for Light and Heavy Duty Vehicles and Equipment, Contract No. C21-0060, dated January 26, 2021 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning on January 26, 2021, through January 25, 2022, and provided the option to extend for four (4) years renewable on an annual basis; and
- C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from January 26, 2022, through January 25, 2023; and
- D. City and Contractor previously entered into Contract Extension No. 2, extending the term of the Agreement from January 26, 2023, through January 25, 2024; and
- E. City and Contractor previously entered into Contract Extension No. 3, extending the term of the Agreement from January 26, 2024, through January 25, 2025; and
- F. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement remains unchanged and will expire on January 25, 2025.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The total compensation for this Agreement shall be increase by \$400,000 to an amount not to exceed \$1,100,000.

5. **Insurance Certificate.** Current certificate will expire on October 1, 2024. A new insurance certificate must be provided prior to this date to the Materials Manager and the Contract Administrator in order for this Agreement to remain in effect.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

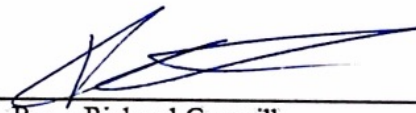
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Southern Tire Mart, LLC,
a Mississippi limited liability company



By: Richard Conwill
Its: Director of Government Sales
