

# Florida Sheriff's Contract for Vehicle Tires

[fsu.edu](http://fsu.edu)

## Preferred Contract Vendor for Vehicle Tires



### **How To Order**

Use a Non-Catalog Request in SpearMart.

### **Contacts**

#### **Account Executive**

Varies by dealer

See Web Link listed below for detail

#### **FSU Procurement Specialist**

Geneva Miller

850-644-9723

[gamiller@fsu.edu](mailto:gamiller@fsu.edu)

### **Contract Information**

A competitively bid contract by the Florida Sheriffs Association & Florida Association of Counties, Contract #15/17-07-0220

**Term:** 3/01/2015 - 02/28/2019

**Delivery Terms:** F.O.B. Destination. See information listed below for more details.

**Return Policy:** See information listed below for more details.

## **Special Notes**

This is a contract created by the Florida Sheriffs Association for use by all State agencies. The contract offers a wide selection of tires and manufactures and a list of local dealers for each brand.

All pricing is FOB Destination.

The Awarded Vendors include the following Manufacturer's/Dealer's:

- Bridgestone
- Continental
- Goodyear
- Michelin
- Trelleborg

If you can't find an item in the catalog please contact the Dealer Account Executive directly or the FSU Procurement Specialist noted above. Be sure to give them a complete description of the item and they may be able to either find the item or an equivalent.

When receiving the order in OMNI make sure to do a receipt for each invoice, do not combine invoices as AP will not be able to pay.

When purchasing a single item over \$5,000 or several items that constitute a single item and the total is \$5,000 or more, be sure to code as OCO so that a property tag may be issued.



*Protecting, Leading & Uniting...since 1893*

# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)  

DATE: February 26, 2015

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey                      Andrew Terpak                      Becky Keillor  
Executive Director      Business Operations Mgr.      Bid Coordinator

RE: TIRE & OTHER RELATED SERVICES  
BID NO.15/17-07-0220

The Florida Sheriffs Association is pleased to announce our successful statewide competitive bid for Tires and Other Related Services. This year we have improved our webpage to assist our eligible users to research the tire sizes and pricing they need.

This bid is extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county boards of public instruction, municipalities and other local public or public safety agencies or authorities.

In addition to the eligible users referenced above and with the consent of the successful bidder(s) purchases may be made under the Terms and Conditions of this contract by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

The Awarded Vendors include the following Manufacturer's/Dealer's:

- Bridgestone
- Continental
- Goodyear
- Michelin
- Trelleborg

To access this bid, please visit our website at:

[http://www.flsheriffs.org/purchasing\\_programs/cooperative-fleet/tire-contract/dealer-directory](http://www.flsheriffs.org/purchasing_programs/cooperative-fleet/tire-contract/dealer-directory)

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**GENERAL CONDITIONS – 1.0**

- 1.0 Bid Correspondence – All correspondence regarding this bid should be directed to the Florida Sheriffs Association using the information shown below. Please be sure to reference the bid number and your contact information.

The contact person(s) for this Invitation to Bid is

Becky Keillor, FSA Cooperative Bid Coordinator  
E-mail: [bkeillor@flsheriffs.org](mailto:bkeillor@flsheriffs.org)  
Phone: 850-877-2165 ext. 231  
Fax: 850-878-8665

Andrew Terpak, Business Operation Manager  
E-mail: [dterpak@flsheriffs.org](mailto:dterpak@flsheriffs.org)  
Phone: 850-877-2165 ext. 227  
Fax: 850-878-5115

All written (hard copy) communication or documents for this Invitation to Bid should be directed to:

Florida Sheriffs Association  
Attn: Cooperative Bid Coordinator  
2617 Mahan Drive  
Tallahassee, Florida 32308  
850-877-2165

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### **1.1 SEALED BIDS**

An Original and one (1) copies of the Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Florida Sheriffs Association, 1<sup>st</sup> Floor, 2617 Mahan Drive, Tallahassee FL 32308. Facsimile, electronic, or faxed bids will not be accepted.

### **1.2 EXECUTION OF BID**

Bid must contain a manual signature of an authorized representative in the space provided on the Bid signature page. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

### **1.3 LATE BIDS**

At time, date and place above, bids will be opened. Any bid or bids received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The FSA is not responsible for delays caused by mail, courier service, including U.S. Mail or any other occurrence.

### **1.4 NO BID**

If not submitting a bid, respond by returning the enclosed "NO BID" form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

### **1.5 PRICES QUOTED**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications.

In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment may be offered.

Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

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### **1.6 TAXES**

The FSA is a 501c3 Organization and exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 59-0708112.

### **1.7 MISTAKES**

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

### **1.8 CONDITION AND PACKAGING**

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### **1.9 UNDERWRITERS' LABORATORIES**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

### **1.10 MINOR IRREGULARITIES/RIGHT TO REJECT**

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any irregularity, technicality or omission if the FSA determines that doing so will serve in the FSA's best interest. The FSA may also reject any Response not submitted in the manner specified by the solicitation documents.

### **1.11 EQUIVALENTS**

The term "Approved Equivalent" is used to allow a bidder to bid components or equipment that are equal to the components or equipment described in the detailed specifications. The FSA Contract Administrator shall have the sole authority to determine approved equivalents.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

If bidder offers a make or model of equipment or supplies other than those specified in the following, it must so indicate in the bid submittal.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID**. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. **NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

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*Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.*

*Dealers offering alternate makes, manufacturers of tires or equipment not specifically identified in the bid cannot utilize or publish the offering as an "OPTION" within the bid specification and detail. Offerings of this nature will cause the bid to be rejected.*

### 1.12 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the vendor list.
- All departments being advised not to do business with vendor.

### 1.13 SAMPLES

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Florida Sheriffs Association, Attention: Cooperative Bid Coordinator, 1<sup>st</sup> Floor, 2617 Mahan Drive, Tallahassee FL 32308.

### 1.14 DELIVERY

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided.

Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

### 1.15 INTERPRETATIONS

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Contract Bid Coordinator at 2617 Mahan Drive, Tallahassee, FL 32308 or by e-mail to: [Fleet@flsheriffs.org](mailto:Fleet@flsheriffs.org)

### 1.16 BID OPENING

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.



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### **1.17 INSPECTION, ACCEPTANCE & TITLE**

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer.

If the materials or services supplied to the FSA are found to be defective or not conform to specifications, the FSA reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

### **1.18 PAYMENT**

Invoices for payment will be made by the FSA after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

Invoices for payment will be submitted as repairs/replacements are completed for the duration of the contract. Invoices will be subject to verification and approval by the ordering departments designated representative.

### **1.19 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the FSA shall be final and binding on both parties. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

Any agreement resulting from the award of this Bid (if applicable); then Addenda released for this Bid, with the latest

Addendum taking precedence;

- then The Bid;
- Then Awardee's Bid.

### **1.20 LEGAL REQUIREMENTS**

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

### **1.21 PATENTS & ROYALTIES**

The bidder, without exception, shall indemnify and save harmless the FSA and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The FSA.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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### 1.22 OSHA

The bidder warrants that the product supplied to the FSA shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

### 1.23 SPECIAL CONDITIONS

**Any and all Special Conditions that may vary from these General Conditions shall have precedence.**

### 1.24 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### 1.25 AMERICAN WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any FSA-sponsored proceeding, please contact FSA HR Director at 850-877-2165 (voice), 850-878-8665 (fax) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

### 1.26 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association Policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in competitive bids. Such process would be for supplying goods and services to FSA and participating agencies.

### 1.27 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

### 1.28 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto FSA property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Leon County code requirements as well as the Florida Building Code. The bidder shall be liable for any damages or loss to the FSA occasioned by negligence of the bidder.

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### 1.29 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in the individual bid specifications. After acceptance of bid, the FSA will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions and the bid specification. **See Bid specifications for detailed Bid Bond requirements as each specification may have different requirements.**

### 1.30 DEFAULT

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the FSA thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

### 1.31 CANCELLATION

In the event any of the provisions of this bid are violated by the contractor, the Contract Manager shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) business days, recommendation will be made to the FSA for immediate cancellation. The FSA reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

### 1.32 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

### 1.33 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, FL 32308 or P.O. Box 12519 Tallahassee, FL 32317-2519

### 1.34 NOTES TO VENDORS DELIVERING TO THE FSA

Receiving hours are Monday through Friday, excluding holidays, from 8:30 a.m. to 4:00 p.m.

### 1.35 SUBSTITUTIONS

The FSA WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

### 1.36 FACILITIES

The FSA reserves the right to inspect the bidder's facilities at any time with prior notice.

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### **1.37 BID TABULATIONS**

Bidders desiring a copy of the bid tabulation may access them on line on the FSA Website.

### **1.38. PROTESTS AND ARBITRATION**

Any person who proposes to file an action protesting a decision or intended decision pertaining to this bid or the resulting contract should refer to 1.38.01 Authority to Resolve Protested Bids and Proposed Awards.

Additionally, the person or entity filing such protest shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the ten (10) business day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to \$5,000.00, which bond or security will be conditioned upon the payment of all cost which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. For the purpose of bid protests, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 business days of the FSA bid protest decision. Any person who files for arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to \$5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA bear the cost of their own attorney fees.

For the purpose of arbitration, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

#### **1.38.01 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS**

- (a) Right to protest. Any actual bidder, qualified proposer, or interested parties (hereinafter collectively referred to as the "bidder) who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for quote ("RFQ"), request for letters of interest ("RFLI) or invitation to bid for goods and/or services ("herein after collectively referred to as the bid") may protest to the contract administrator or his or her designee. Protest arising from the decisions and votes of any evaluation or selection committee shall be limited to protest based upon deviation(s) from established purchasing procedures set forth by FSA policy and procedures and specification, requirements and/or terms set forth in any bid.

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- (1) Any protest concerning the bid specifications, requirements, and/or terms must be made within three (3) business days (for the purpose of this section "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least two (2) business days prior to the opening of the bid. Such protest must be made in writing to the contract administrator or his or her designee and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and /or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
- (2) Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (a) above shall be submitted in writing to the contract administrator, or his or her designee. FSA will allow such bid protest to be submitted anytime until two (2) business days following the release of the contract administrator's written recommendation to the FSA for award of the bid in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. All actual bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the contract administrators written recommendation to the FSA.
- (b) Any bidder who is aggrieved in connection with the solicitation or proposed award of a purchase order based on an oral or written quotation may protest to the FSA Contract Administrator or his or her designee anytime during the procurement process, up to the time of the award of the purchase order, but not after such time, Such protest shall be made in writing and state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section.
- (c) The FSA may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include , but not limited to staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out of pocket expenses.
- (d) Authority to resolve protest. The contract administrator or his or her designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the bid.
- (e) Responsiveness. Prior to any decision being rendered under this section with respect to a bid protest, the contract administrator and the FSA legal counsel, or their respective designees, shall certify whether the submission of their bidder to the bid in question is responsive. The parties to the protest shall be bound by the determination of the contract administrator and the FSA legal counsel with regard to the issue of responsiveness.
- (f) Decision and appeal procedures. If the bid protest is not resolved by mutual agreement, the contract administrator and FSA Legal counsel, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision.
- (g) Any person aggrieved by any action or decision of the contract manager, FSA legal counsel, or their respective designees, with regard to any decision rendered under this section may file an appeal. See 1.38(h).

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- (h) All appeals arising under or relating to this Agreement are to be settled by binding arbitration in the State of Florida. Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 days of the FSA bid protest decision.

Any person who files for arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to \$5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA bear the cost of their own attorney fees. For the purpose of arbitration, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

- (i) The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of cost and expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity.

Any action not brought in good faith shall be subject to sanction's including damages suffered by the FSA and the legal counsel's fees incurred by the FSA in defense of such wrongful action.

- (j) Distribution. A copy of each decision by the contract administrator and the FSA Legal counsels shall be mailed or otherwise furnished immediately to the protestor.
- (k) Stay of procurements during protest. In the event of a timely protest under this section, the contract administrator shall not proceed further with the solicitation or with the award pursuant to such bid unless a written determination is made by the FSA Executive Director or his or her designee, that the award must be made without delay in order to protect a substantial interest of the FSA.
- (l) The institution and filing of a protest under this article is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the FSA concerning the subject matter of protest.
- (m) Protest not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- (n) At the time of the contract administrator's recommendation for award a bid is presented at a meeting with the FSA Executive Director, or his or her designee shall report any legal issues relative to any bid protest filed in connection with the bid in question.

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- (o) The determination of the contract administrator and the FSA legal counsel with regards to all procedural and technical matters shall be final.

### **1.39 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS**

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the FSA Contract Specialist at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the FSA. The FSA shall issue an Informational Addendum if clarification or minimal changes are required.

The FSA shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the FSA may waive this requirement in its best interest. The FSA will not be responsible for any other explanation or interpretation made verbally or in writing by any other FSA representative.

### **1.40 DEMONSTRATION OF COMPETENCY**

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the FSA in making the award in the best interest of the FSA.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the FSA through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

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The FSA may, during the period that the Contract between the FSA and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation.

Irrespective of the Bidder's performance on contracts awarded to it by the FSA, the FSA may place said contracts on probationary status and implement termination procedures.

If the FSA determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

### 1.41 DETERMINATION OF AWARD

The FSA shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- The ability, capacity and skill of the bidder to perform the Contract.
- Whether the bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

### 1.42 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the FSA.

### 1.43 LAWS, PERMITS AND REGULATIONS

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

### 1.44 ELIMINATION FROM CONSIDERATION

This bid solicitation shall not be awarded to any person or *dealer* who is in arrears to the FSA upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the FSA. REV 6/14

### 1.45 WAIVER OF INFORMALITIES

The FSA reserves the right to waive any informalities or irregularities in this bid solicitation.

### 1.46 ESTIMATED QUANTITIES

Estimated quantities or estimated dollars, if provided, are for FSA guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The FSA is not obligated to place any order for a given amount subsequent to the award of this bid solicitation.



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Estimates are based upon the FSA's actual needs and/or usage during a previous contract period. The FSA for purposes of determining the low bidder meeting specifications may use said estimates.

### **1.47 COLLUSION**

Bids from related parties. Where two (2) or more related parties each submit a bid or bid for any contract, such bids or bids shall be presumed to be collusive.

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or bids. Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or bids found to be collusive shall be rejected.

Bidders or Proposers who have been found to have engaged in collusion will be considered non-responsible, and will be suspended or barred, and any contract resulting from collusive bidding will be terminated for default.

### **1.48 REASONABLE ACCOMMODATION**

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

### **1.49 GRATUITIES**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

### **1.50 SIGNED BID CONSIDERED AN OFFER**

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder or contractor, after such acceptance, the FSA may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

### **1.51 BID CLARIFICATION**

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Florida Sheriffs Association, Cooperative Bid Coordinator 1<sup>st</sup> Floor, 2617 Mahan Drive, Tallahassee FL 32308 or by e-mail to: [bkeillor@flsheriffs.org](mailto:bkeillor@flsheriffs.org) with a copy to [dterpak@flsheriffs.org](mailto:dterpak@flsheriffs.org) with the bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

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**1.52 TIE BIDS**

Please be advised that in accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at the time of Bid submission.

**1.53 PUBLIC ENTITY CRIMES (PEC)**

In accordance with the Public Entity Crimes Act (Section 287.133) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.54 DETERMINATION OF RESPONSIVENESS**

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

**1.55 DELIVERY TIME**

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item.

**1.56 CONE OF SILENCE**

This invitation to bid is subject to the "Cone of Silence" in accordance with FSA policy. During this period all questions / communication will only be accepted in writing directly to the contract administrator. All questions and communication and their associated responses will be posted to the FSA website.

**1.57 RIGHT TO AUDIT**

Contractor shall establish and maintain a reasonable accounting system that enables Florida Sheriffs Association (hereafter known as 'FSA') to readily identify Contractor's Sales.

FSA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract or Agreement and all government sales and eligible users info for review and kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work

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sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

Contractor shall, at all times during the term of this Contract or Agreement and for a period of Three (3) years after the completion of this Contract or Agreement, maintain such records, together with such supporting or underlying documents and materials.

The Contractor shall at any time requested by FSA, whether during or after completion of this Contract or Agreement, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by FSA. Such records shall be made available to FSA (subject to a three day written notice) during normal business hours.

FSA at their option may select the Contractor's office, place of business or offsite location for the audit; and/or option to have the contractor provide financial records, together with the supporting or underlying documents and records, via e-mail or phone for audit at a time and location that is convenient for FSA.

Contractor shall ensure FSA has these rights with Contractor's employees, agents, assigns, successors, and subcontractors and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to FSA.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by FSA unless certain exemption criteria are met. If the audit identifies under reporting, overpricing or overcharges (of any nature) by the Contractor to FSA in excess of three (3) percent (3%) of the total contract billings, the Contractor shall reimburse FSA for the total costs of the audit not to exceed \$5,000.00. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Contractor.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of FSA's findings to Contractor.

### **1.58 TERMINATION FOR DEFAULT**

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the FSA shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the FSA shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Agreement by the bidder, and the FSA may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the FSA from the successful bidder is determined.

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### 1.59 TERMINATION FOR CONVENIENCE OF FSA

The FSA, for its convenience, can terminate the contract in whole or part without cause by giving written notice to the contractor of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The contractor shall not be entitled to recover any lost profits that the contractor expected to earn on the balanced of the Agreement or cancellation charges.

Any payments to the contractor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

### 1.60 INSURANCE AND INDEMNIFICATION: (**See Insurance Check List for applicability to this contract**)

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' 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 bidder, its agents, employees, partners, or subcontractors; provided, however, that the bidder shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Florida Sheriffs Association, and participating agencies.

Contractor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association, participating agencies giving the bidder (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Contractor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies in any legal action without bidder's prior written consent, which shall not be unreasonably withheld.

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the contractor is acting as an independent contractor.

The contractor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No material change or cancellation in insurance shall be made without thirty (30) days written notice to the FSA Contract Manager.

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All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverage's and endorsements as required herein shall be filed with and approved by the FSA Contract Manager before work is started.

The certificate must state Bid Number and Title. Upon expiration of the required insurance, the contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance or self-insurance provided by the contractor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the FSA, a 501c3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent or carrier.

The contractor will obtain and maintain contractual liability insurance or self insurance in adequate limits for the purpose of protecting the contractor and FSA under the Hold Harmless Agreement.

The contractor will secure and maintain policies of subcontractors. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities and obligations under any Section or Provisions of this contract.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements of

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the specifications; alternate insurance coverage, satisfactory to the FSA Contract Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured's hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

### **1.61 MODIFICATION/WITHDRAWALS OF BIDS**

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time.

Modifications received after the bid due date and time will not be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of Bids without a contract award.

Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

### **1.62 EXCEPTIONS TO BID:**

Bidders are strongly encouraged to thoroughly review the qualification requirements set forth in this ITB, specifically the minimum specifications found in Section 3, identified by the words "must", "shall", and "will". Bidders who fail to satisfy the requirements set forth, may be deemed nonresponsive and receive no further consideration.

Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this ITB and you are proposing alternatives to said requirements, you must notify the FSA Cooperative Bid Coordinator's Office in writing at least five (5) days prior to the deadline for submission of bids. The FSA reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids.

### **1.63 WARRANTY OF AUTHORITY:**

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

### **1.64 WARRANTY OF ABILITY TO PERFORM:**

The Contractor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations.

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The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. See 1.53. The Contractor shall immediately notify the FSA and Customer in writing if its ability to perform is compromised in any manner during the term of the contract.

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**SPECIAL CONDITIONS – 2.0**

- 2.0     Purpose
- 2.1     Term of Contract
- 2.2     Estimated Quantities
- 2.3     Sheriff as County Constitutional Officer
- 2.4     Cooperative Purchasing
- 2.5     Funding
- 2.6     Definitions
- 2.7     Eligible Customers of Contract
- 2.8     Method of Award
- 2.9     Workshops – Tire Contract/Specifications
- 2.10    Pre-Bid Conference
- 2.11    Contact Person
- 2.12    Communications
- 2.13    Prices Shall Be Fixed and Firm
- 2.14    Option to Renew with Price Adjustment
- 2.15    References
- 2.16    Bidder Qualifications
- 2.17    Late Bids
- 2.18    Exceptions to Specifications
- 2.19    Complete Information Required on Bid Form
- 2.20    Customer Service



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### 2.0 PURPOSE

The Florida Sheriffs Association, invites interested manufacturers and manufacturers authorized dealers to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this bid is to establish a twenty four (24) month contract, beginning March 1, 2015 and ending March 31, 2016, with manufacturer's authorized dealers for the purchase of tires and related services.

**Trade-ins are not addressed in this contract. If an agency has a desire to offer tires for trade or recycling to the dealer, the agency and dealer may do so at their sole discretion, separate and apart from this contract.**

### 2.1 TERM OF CONTRACT

This contract shall remain in effect for twenty four (24) months from date of contract execution by the FSA Contract Administrator, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, for up to two (2) additional years, on a month to month or year to year basis. **SEE 2.31 PRICES SHALL BE FIXED AND FIRM for details on pricing.**

Contract extensions will only be executed when conditions indicate it is in the best interest of the FSA and the customers.

In the event that the contract is held beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

### 2.2 ESTIMATED QUANTITIES (Tires and related Services)

Estimated quantities or total sales based on units are not available at the time this document was prepared.

### 2.3 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER:

The Offices of the Sheriff of the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the Sheriff's Offices from the provisions of the Florida Statute requiring among other things, sealed and competitive bids procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Nothing in this proposal in any way obligates the participating Sheriff's Offices for any payment for any activity or costs incurred by any vendor in responding to this proposal.

### 2.4 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained in section 2.7 Eligible Customers of Contract.

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Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

### 2.5 FUNDING

Funds expended for the purposes of the contract must be appropriated by the individual participating agency for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination of costs if such funds are not appropriated.

### 2.6 DEFINITIONS

The following terms are defined as the following

- (a) "Contract Administrator" means the Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association and the Florida Association of Counties.
- (b) "Fleet Management Advisory Committee (FMAC)" means an employee of Sheriffs Offices and other local governmental agencies in the State of Florida and/or any other person who FSA identifies as subject matter expert who will assist with the development of bid specifications and evaluation of bid responses.
- (c) "Contractor" means the bidder that has been awarded and agrees to sell tires and/or related services, as contained in these specifications, which meet the requirements, specifications, terms and conditions of this agreement, to eligible customers, as defined herein.
- (d) "Authorized Dealer" means a Manufacturer's certified representative authorized by the Manufacturer to market, sell, and provide services as included in the bid award, if awarded. Authorized Dealers may be Contractor owned and/or controlled, in whole, or in part independently owned and controlled.
- (e) "Customer" means an eligible customer as defined in 2.7
- (f) "Bid" shall mean a competitive bid procedure established through the issuance of an invitation to bid. The term "bid" as used herein, shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- (g) "Tie Bid" means a low and best responsive bid from a responsive bidder that is identical price to a responsive bid from another responsive bidder.
- (h) "Bidder" means the entity that submits documentation to the FSA Contract Administrator in accordance with these instructions.
- (i) "Factory" refers to the manufacturer; the assembly line.
- (j) "Dealer Option" a product or service provided by the dealer or other third party; not the factory.
- (k) "Up fitter" An individual or business who installs non-factory options on a vehicle or equipment; not the factory.

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- (l) "Sub-contractor or 3<sup>rd</sup> party" Refers to an individual or business firm contracting to perform part or another's entire contract.
- (m) "MSRP(s)" means the Manufacturer's Suggested Retail Price, which represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser.
- (n) "Recognized MSRP" recognized MSRP occurs when an FSA requested option does not exist to the base tire manufacturer and model as a free flow option contained in the manufacturer's order guide. This MSRP is generated by the creation of a new model that includes the requested FSA option content.

### 2.7 ELIGIBLE CUSTOMERS OF CONTRACT REV 8/14

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. See also 2.5 Funding.

The State of Florida, Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by Florida State agencies, local governments, educational institutions, and other entities as defined in 60A-1.005, Florida Administrative Code.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract. *See 3.60 FSA Administrative Fees for all specifications and 3.61 Contracting dealers activity reports and schedule and fee deposit requirements.*

### 2.8 METHOD OF AWARD

Award of this contract will be made to a primary bidder.

The FSA reserves the right to make multiple awards if deemed in the best interest of the FSA. **See 3.11 Basis for Award.**

### 2.9 WORKSHOPS

ALL prospective bidders are required to attend ALL MANDATORY\* tire and/or related workshop(s) as scheduled. At this time prospective bidders will have the opportunity to offer input and recommendations regarding the content of the bid specification and to meet with committee members to answer any questions relative to this invitation to bid. Any suggested modifications may be presented in writing or discussed with the advisory committee at this meeting and may be considered in formulating the Bid.

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Prospective bidders should check the website periodically for any addendums to the solicitation documents.

*\*FSA reserves the right to grant exceptions based on the dealer/bidder has met all requirements as an approved vendor and agrees to sign a memo of understanding (MOU) that they understand all of the terms and conditions of the bid and agree to meet all of the terms and conditions without exception and further waive their right to protest any portion of the bid process.*

### 2.10 PRE-BID CONFERENCE Rev 6/14

ALL prospective bidders are required to attend the MANDATORY\* Pre-Bid conference per the published schedule. At this meeting the bid specifications will be discussed and it is the final opportunity for prospective bidders to make any last request for modification, corrections, or addressing other concerns relating to the bid or the process.

*\*FSA reserves the right to grant exceptions based on the dealer/bidder has met all requirements as an approved vendor and agrees to sign a memo of understanding (MOU) that they understand all of the terms and conditions of the bid and agree to meet all of the terms and conditions without exception and further waive their right to protest any portion of the bid process.*

### 2.11 CONTACT PERSON Rev 6/14

The contact person for this Bid is - See 1.0

### 2.12 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA is limited to matters of process or procedure. Requests for additional information or clarifications must be made in writing to the FSA Contract Administrator no later than Ten (10) calendar days prior to the scheduled Bid opening date.

The FSA will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the FSA Contract Administrator prior to submitting a bid that all addenda have been received. See General Condition 1.56 entitled "Cone of Silence" which sets forth the policies and procedures relative to oral and written communications.

### 2.13 PRICES SHALL BE FIXED AND FIRM

If the bidder is awarded a two (2) year contract under this bid solicitation, the prices quoted by the bidder on the Bid Forms **shall remain fixed and firm during each 12 month period of this two (2) year contract.** Bidder has the right to submit updated pricing for the second 12 month period under this agreement.

Any Manufacturer requesting adjustments or modification to the pricing during the second 12 month period should refer to 2.14 OPTION TO RENEW WITH PRICE ADJUSTMENT for guidelines and instructions on how to submit the proper request.

### 2.14 OPTION TO RENEW WITH PRICE ADJUSTMENT

The contract could be extended for an additional two (2) years, on a year to year basis, if mutually agreed by upon both parties. Prior to completion of each exercised contract term, the FSA may consider an

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adjustment to price due to increases or decreases on the Consumer Price Index; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the Nationally published Consumer Price Index-Goods and Services, computed 60 days prior to the anniversary date of the contract.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request or adjustment should be submitted 60 days prior to expiration of the then current contract term.

The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the FSA.

### **2.15 REFERENCES**

Bidders shall furnish the names, addresses, telephone numbers, and address of a minimum of five (5) firms or government organizations for which the Contractor is currently providing or has provided similar services on company letterhead. Two (2) of the references must be government related. A dealer participating for the first time in government fleet sales/bidding may be considered exempt if they can demonstrate they have the appropriate facility, staffing and financial resources to support the contract should they receive an award. See 2.16 Bidder Qualifications.

### **2.16 BIDDER QUALIFICATIONS**

In order for bids to be considered, new bidders to the Florida Sheriffs Cooperative Contract must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business; is an authorized distributor of the items specified in their proposal; has not had just or proper claims pending against him or his firm; and has provided similar type products. The evidence will consist of listing of contracts for similar services that have been provided to public and private sector clients, within the last three (3) years, and letter from the manufacturer that bidder is an authorized distributor for the proposed manufacturer. See 3.8 Submittal of Bid.

### **2.17 LATE BIDS**

At time, date, and place indicated in the published bid schedule, the bids will be opened. Any bid(s) received after time and date specified will be rejected by the FSA and all documentation will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The FSA is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

### **2.18 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

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### **2.19 COMPLETE INFORMATION REQUIRED ON BID FORM**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the ORIGINAL AND ONE (1) COPY of the Bid Form pages and all required submittal information must be returned, properly completed and sealed envelope as outlined in the first paragraph of General Conditions.

### **2.20 CUSTOMER SERVICE**

Excellent customer service is the standard of the FSA. As contractors of the FSA, all employees will be required to adhere to the FSA's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations.

The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the FSA will be conducted with honesty, integrity, and dedication.

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**SPECIAL CONDITIONS – 3.0**

- 3.1 Amendments to Solicitation Documents
- 3.2 Additions and Deletions
- 3.3 Specification Exceptions, Omissions or Errors
- 3.4 Option Pricing
- 3.5 Requests for Additional Information or Clarification
- 3.6 Financial Responsibility
- 3.7 Collusion
- 3.8 Submittal of Bid
- 3.9 Bid Opening and Electronic Posting of Notice of Intended Award
- 3.10 Bid Evaluation Criteria
- 3.11 Basis for Award
- 3.12 Bid Withdrawal
- 3.13 Zone Bidding
- 3.14 Approved Equivalents
- 3.15 Identical Tie Bids
- 3.16 Tax Exemptions
- 3.17 Best Commercial Practices
- 3.18 Delivery
- 3.19 ~~Protest and Arbitration~~    See 1.38.01
- 3.20 Licensing/Facilities
- 3.21 Non-performance
- 3.22 – 3.50        *Intentionally left Blank***
- 3.51 Factory Installed
- 3.52 Equitable Adjustment
- 3.53 Pre-Delivery services
- 3.54 Order, Delivery and Liquidated Damages    REV 8/14
- 3.55 Quantity Discounts
- 3.56 Acceptance
- 3.57 Invoicing and Payments
- 3.58 Inadequate Services
- 3.59 Warranty, Repairs and Service
- 3.60 FSA Administrative Fees for All Specifications
- 3.61 Contracting Dealers' Activity Reports and Schedule and Fee Deposit Requirements

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### **3.1 AMENDMENTS TO SOLICITATION DOCUMENTS**

The Contract Administrator retains the right to issue amendments to the solicitation as appropriate and necessary. Notice of any amendment will be posted on the FSA Purchase program website. Bidders are responsible for monitoring the website for new or updated information concerning the bid.

### **3.2 ADDITIONS AND DELETIONS**

The FSA reserves the right to add or delete any items from this bid or resulting contract(s) when deemed to be in the best interest of FSA and the participating eligible users.

The FSA reserves the right to add Manufacturer lines and brands to the contract as they become available and are not in conflict with any other awarded dealer representing or competing with the same manufacturer and brand.

### **3.3 SPECIFICATION EXCEPTIONS, OMISSIONS OR ERRORS**

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the Contract Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and timely submitted.

Bidders are required to indicate in their bid submissions those options which require additional equipment or model upgrade to obtain the original option. Bidder must also identify those options that are available as a part of a package or group. The factory codes listed in the "Prices" section of the Special conditions must be used.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all cost required to bring the tire(s) into compliance with the contract specifications.

### **3.4 OPTION PRICING**

The bidder shall offer a discount which shall be at or below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published catalog price for any factory add options included in the bid submission and in resulting customer orders, if awarded. The amounts of discounts for each particular add option shall be decided by the bidder.

### **3.5 REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION**

Bidders are encouraged to examine the specifications carefully. In case doubt should arise as to the meaning or intent of any items contained in the specifications, inquiry should be made to the FSA Contract Administrator prior to the release of the bid documents. Telephone clarifications will not be accepted, and no clarification will be accepted after the date listed in the Bid Calendar. ALL request for information from bidders and FSA responses will be will be posted on the FSA Purchasing Program website by the date listed on the Bid Calendar.

The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications.



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### **3.6 FINANCIAL RESPONSIBILITY**

Bidder affirms by his or her signature on the contract signature page that he or she:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- In assessing financial responsibility, contractor shall consider items such as the specifications bid and the quantity of specifications bid, as well as timing of payment from customers, which can be 45 days from receipt of invoice.
- Assumes full responsibility that all tire(s) or related service delivered to the customer are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

### **3.7 COLLUSION**

Dealerships and their representatives may submit multiple bids without conflict of "Collusion" as long as the bid submitted is not from the same manufacture and product line. Dealerships which share the same ownership may submit multiple bids also without conflict of collusion as long as the bidders are not in the same region, with the same manufacturer and product line. See 1.47 Collusion.

### **3.8 SUBMITTAL OF BID – See Section 4.6**

### **3.9 BID OPENING AND ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**

Bids will be opened on the date and time indicated in the Bid Calendar and will be evaluated thereafter. Although prices will not be read, bidders may attend, but it is not a requirement.

The FSA Cooperative Bid Coordinator will electronically post the initial bid tabulation results and any and all awards on the FSA purchasing website according to the time outlined in the Bid Calendar.

If the posting of the initial bid tabulation results is delayed, in lieu of posting the notice on the date indicated on the Bid Calendar, the FSA Cooperative Bid Coordinator will post a notice of the delay and a revised date for posting of results.

### **3.10 BID EVALUATION CRITERIA**

Eligible responsive bids will be evaluated to determine if all contract bid requirements are met. Bids that do not meet all contract requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as nonresponsive.

Bidder must have the necessary facilities, personnel and expertise, and must be prepared, if requested by the FSA Contract Administrator, to present evidence of such experience.

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The FSA Contract Administrator reserves the right to investigate or inspect at any time during the bid award process and the contract period as to, whether the product, qualifications, or facilities offered by Bidder meet the contract requirements.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. In determining past performance, the FSA Contract Administrator will give strong consideration to the nature and number of complaints received from Customers regarding a previously awarded dealer. The FSA Contract Administrator may use discretion in determining which bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

The FSA Contract Administrator may use discretion in accepting or rejecting any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if determined that doing so will serve the best interest of the local government agencies of the State of Florida. The FSA Contract Administrator may reject any responses not submitted in the manner specified by solicitation documents

### **3.11 BASIS FOR AWARD**

The FSA Contract Administrator shall award the bid to the lowest and best responsive bidder by specification, by manufacturer and by zone (if applicable). The spirit and the intention of the FSA bid(s) are to obtain the lowest cost for the Tire or related service which is representative of the FSA published specification.

The FSA Contract Administrator shall award the bid to the lowest and best responsive bidder by specification, by manufacturer and by zone to bidders who have met the qualifications based on facilities, financial resources, and can demonstrate their ability to perform the work in a satisfactory manner.

Bidders, who routinely demonstrate significant deficiencies in providing excellent customer service during the contract period prior to the issuance of this bid, may have their bid rejected or limited to the number of regions they can be awarded in this bid cycle. For purpose of this contract the term "significant" as determined by the Florida Sheriffs Association. In cases where the manufacturer is the core of the issue then the dealer must provide evidence of timely communication to the complainant and the FSA.

Bidders are hereby advised that the FSA Contract Administrator may use discretion in rejecting any bid proposal not considered to be competitive in nature based on the best pricing information available.

The FSA Contract Administrator may use discretion in rejecting any or all bids, in whole or in part, and/or make or limit awards either as individual items or as a total combined bid, whichever they consider to be in the best interest of the local governmental agencies of the State of Florida, and to waive any informality in any proposal.

### **3.12 BID WITHDRAWAL**

Bidder warrants by virtue of bidding the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise stated. Bidders will only be allowed to withdraw their bids after the opening time and date at the discretion of the FSA Contract Administrator and in the best interest of FSA.

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### 3.13 ZONE BIDDING – **NOT APPLICABLE**

### 3.14 APPROVED EQUIVALENTS

The term “Approved Equivalent” is used to allow a bidder to bid components or equipment that are equal to the components or equipment described in the detailed specifications. The FSA Contract Administrator shall have the sole authority to determine approved equivalents.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

If bidder offers a make or model of equipment or supplies other than those specified in the following, it must so indicate in the bid submittal.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID**. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. **NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

Dealers offering alternate makes, manufacturers of tires or related service not specifically identified in the bid cannot utilize or publish the offering as an “OPTION” within the bid specification and detail.

### 3.15 IDENTICAL TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services preference shall be given to businesses with qualifying drug-free workplace programs. Refer to 1.52 Tie Bids.

In case of tie bids and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

In the event the FSA is in the receipt of two (2) or more responsive bidders with Drug-Free Workplace programs, the determination of the award shall be decided by the toss of a coin. All parties will be notified prior to the coin toss of the date and time of the coin toss and may attend or select a representative to attend (on their behalf) the coin toss at their discretion.

### 3.16 TAX EXEMPTIONS

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Customers shall comply with all federal, state and local tax requirements.

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### 3.17 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

The intent of this solicitation is to provide for, promote and implement comprehensive fair, equitable and open competition amongst all qualified perspective bidders/manufacturers. Nothing in the published technical specifications is intended to prevent the use of systems, methods, devices or physical characteristics that a manufacturer deems necessary to produce their end product to meet or exceed Federal, State or local standards.

### 3.18 DELIVERY

All delivery expense/fees must be included in base price and prices shall be firm and are to be F.O.B. Destination, delivered to the individual participating user agency. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. All items delivered or installed at any location of the participating agencies must include all manufacturer's standard equipment and warranties. (See also section 3.54B (6)). Agencies may option to waive the prescribed delivery process and choose to facilitate delivery by taking receipt directly from the manufacturer's facility.

### 3.19 PROTESTS AND ARBITRATION

*Moved to 1.38.01*

### 3.20 LICENSING/FACILITIES

Bidders are required to possess but not limited to, the following License Certificate allowing the manufacturer or dealer to do business within the State of Florida as applicable. A License Certificate issued by the State of Florida Department of Highway Safety and Motor Vehicles under the provisions of section 320.60-320.70, Florida Statutes to conduct and carry on business as a manufacturer of Tires in the State of Florida. Bidders may be required to have some additional licenses

Contractors conducting sales outside the State of Florida using the FSA contract as a purchase authority must be in possession of an equivalent license; issued within the state in which their facility resides and allows for the manufacturing and sale of tires or related service to end users.

FSA Contract Administrator reserves the right to periodically request additional or updated information from a dealer regarding the manufacturing, repair or warranty facility during the solicitation and the term of the contract, if awarded. The FSA Contract Administrator may also exercise discretion in examining such facility as deemed necessary.

### 3.21 NON-PERFORMANCE

Contractor shall at all times during the contract term remain responsive and responsible. In determining Contractor's responsibility as a vendor, the FSA Contract Administrator shall consider all information or

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evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

**Contractors that are not in compliance with any of the provisions of this contract may be fined (see schedule of fines below), suspended and or terminated from the contract and future competitive bid solicitations at the discretion of the FSA Contract Administrator.**

In some instances, contractors may be required to develop corrective action plans to address contract compliance. In situations where there is evidence the dealer, contractor, fleet sales manager or other representative has demonstrated egregious breaches of the contract or trust to both with the FSA and the customer, the contract will automatically be terminated and the dealer and their representative will be removed from future solicitations for a period up to three (3) years.

Failure to abide by corrective action plans will result in the dealer and the dealer representative to be terminated from the contract and future competitive bid solicitations at the discretion of the FSA Contract Administrator.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year and/or the new year if the tire(s) or related service is price protected by the factory, charging amounts exceeding MSRP on factory installed items and packages, requiring the purchase of additional options over and above the base tire as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the Customer, any misrepresentation of optional equipment or service as being "factory" that fails to meet the definition as described in this document, and any other practice deemed to be outside of the intent of the contract.

Any contractor, who is presented with a valid purchase order as a result of a bid award for this contract, is required and bound by this contract to accept such purchase order(s) and deliver the product(s); regardless if the tires or service is at a higher cost. The contractor must deliver this product or service regardless of profit or loss based on their respective bid. Failure to deliver said product or service will result in the ordering agency and the FSA seeking damages for the difference of cost to issue the exact same order with another contractor plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

→ *Line Item 3.22 to 3.50*      *Intentionally Left Blank* ←

### 3.51 FACTORY INSTALLED

Aftermarket parts, modifications and factory produced parts and components ordered as parts and installed by the dealer, or a Contractor, do not meet the requirements of "Factory Installed" components, and will be rejected for noncompliance with the requirements of the specification.

In the event a tire(s) that does not meet the specifications is found to be installed on a vehicle before or after the vehicle has been accepted by the customer, the Contractor shall be required to replace the tire(s) with a tire that meets the required specifications, INCLUDING ALL FACTORY INSTALLED COMPONENTS. In the alternative, the customer shall decide whether they will accept dealer installed components.

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### 3.52 EQUITABLE ADJUSTMENT

The Contract Administrator may make an equitable adjustment in the contract terms or pricing in the contract at its discretion. Adjustments to pricing may occur for various reasons, such as pricing or availability of supply (i.e. material surcharge) is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the contractor's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the contractor that continued performance of the contract would result in a substantial loss.

When requesting an adjustment, including but not limited to price increases, the following must be submitted to the Contract Administrator:

- A letter of request from the contractor, including the specification number and model listed in the contract, along with the requested changes;
- When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer;
- When requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model in order to determine that the proposed model meets the base specification;
- Currently published MSRP Listing

### 3.53 PRE-DELIVERY SERVICES – Not applicable

### 3.54 ORDER, DELIVERY AND LIQUIDATED DAMAGES

#### A. Order

- 1) Eligible customers shall issue a purchase order to the contractor, and such **purchase order shall bear the contract or bid number and the FSA Customer Code as provided by the Manufacturer, specification number**, customer's federal identification number and contact information (phone number and email address) shall be placed by the customer directly with the contractor, and shall be deemed to incorporate the contract solicitation terms and conditions. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that dealers usually do not have ANY control over production delays in schedules from the manufacturer.
- 2) Purchasing agency is required to forward an executed copy of the purchase order to the Florida Sheriffs Association Cooperative Bid Coordinator (by email, fax or hard copy) at the same time the purchase order is released to the contractor.
- 3) If a contractor receives a purchase order for a specification for which they were not awarded, the contractor must notify the customer and return the purchase order to the customer within three (3) business days.
- 4) Contractor shall state in space provided on each price sheet the approximate time required for delivery after receipt of purchase order. See contractor limitations noted in 3.54 A.1.

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### B. Delivery

- 1) Warranty Start Date – Will begin at the time of delivery and acceptance by the agency.
- 2) All bids are FOB to the agency purchasing the tires or related service.
- 3) Contractor shall notify agency personnel designated on purchase order no less than 72 hours prior to delivery. Contractor is responsible for contacting the agency to establish all delivery requirements including but not limited to date and time. Deliveries not complying with these requirements may be rejected and will have to be redelivered at contractor's expense. The agency may choose to pick up the tires at their manufacturers facility or other location agreed upon.

### C. Liquidated Damages and Forced Majeure

- 1) Forced Majeure. Liquidated damages shall not be assessed for a delay resulting from the contractor's failure to comply with delivery requirements if neither the fault nor the negligence of the contractor or its employees 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 subcontractors or suppliers if no alternate source of supply is available to the contractor. In case of any delay the contractor believes is excusable, they shall notify the customer 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 vendor 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 vendor 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.

3.55 QUANTITY DISCOUNTS – Are not defined in this contract. *However, dealers are allowed to offer discounts for multiple purchases.*

#### 3.56 ACCEPTANCE

It is the purchaser's responsibility to thoroughly inspect each tire or service prior to acceptance. Purchasers are to inspect the tires and or related service and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure tire(s) and or related service meets or exceeds the requirements of the technical bid specifications and purchase order or work order. Purchasers are to inspect the vehicle for physical damage.

Delivery of a tire and/or related equipment to a customer does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the tire(s) and or service meets contract specifications and the requirements listed below.

#### 3.57 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the contractor and customer placing orders against this contract. Contractors must invoice each customer independently from the Florida Sheriffs Association, the Florida Association of Counties and the Florida Fire Chiefs Association for tire(s) purchased from this contract.

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The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods. Upon receipt of goods, a customer has three (3) working days to inspect and approve the goods and services. The Local Government Prompt Payment Act (as stated in Sections 218.70–218.80, Florida Statutes); will apply to ensure timely payment of contractor invoices. The invoice(s) shall indicate the following but is not limited to these requirements:

Shipping location, purchase order number, FSA contract number, quantity shipped, price, date, manufacturer, model and size of the tire(s).

### 3.58 INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the contractor within forty-eight (48) hours (not including weekends and holidays) after notification by a customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment redelivered.

The provisions of the delivery paragraph shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the contractor until the equipment is satisfactory and accepted by the customer.

### 3.59 WARRANTY, REPAIRS AND SERVICE

Failure by any manufacturer's authorized representative to render proper warranty service/ adjustments, including providing a copy of the warranty work order to the customer, shall subject that representative and the contractor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Contract Administrator.

### 3.60 FSA ADMINISTRATIVE FEES FOR ALL SPECIFICATIONS rev 6/14

Dealers ARE to include a three quarters of one percent (.0075) administrative fee in their base bid prices and their quotes and pricing for all additional equipment items (add options), excluding any state regulated fees including tags. The three quarters of one percent (.0075) will be incorporated into and made a part of the total invoice amount and shall not be treated or added as a separate line item. Fees are based on the total invoice cost of the new tire and or related service. No Other administrative fee(s) will be applicable to any transaction relative to the contract.

### 3.61 CONTRACTING DEALERS' ACTIVITY REPORTS and SCHEDULE AND FEE DEPOSIT REQUIREMENTS See Section 4.7



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**SPECIAL CONDITIONS – 4.0**

- 4.0 General Requirements for all Tires and/or related Service
- 4.1 Specifications
- 4.2 Required Related Services
- 4.3 Acceptance
- 4.4 Federal and State Vehicle Manufacturing and Safety Standards
- 4.5 Amendments to Solicitation Documents
- 4.6 Submittal of Bid
- 4.7 Reporting of Sales to FSA
- 4.8 Price Adjustment
- 4.9 Posting and Revision of Authorized Product and Price Sheet

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### SPECIAL CONDITIONS – 4.0

#### 4.1 SPECIFICATIONS

All units covered by this specification and the detailed specifications shall be the manufacturer's current production model, and shall as a minimum in accordance with the manufacturer's latest literature. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The duration of this contract shall be for 24 months with an option for Awarded Vendors to request a price increase following the first 12 months. (See Section 4.8 Price Adjustment.)

All bidders will be required to provide the information requested on the price sheets, such as manufacturer and model number, or may have their bid rejected.

All tire(s), and service features provided must be designed, constructed, and installed and be fully suitable for their intended use and service.

Tires offered under this Bid shall be as listed in the following specification classes:

<b>SPECIFICATION 1:</b>	<b>PASSENGER</b> Tire, Automobile, Radial, Standard Passenger
<b>SPECIFICATION 2:</b>	<b>PURSUIT AND EMERGENCY HIGH SPEED</b> Tire, Police Pursuit, Radial
<b>SPECIFICATION 3:</b>	<b>LIGHT TRUCK</b> Tire, Light Truck, Radial; Tire, Light Truck, Steel Casing (Includes Off-Road Applications)
<b>SPECIFICATION 4:</b>	<b>MEDIUM TRUCK</b> Tire, Medium Truck, Radial
<b>SPECIFICATION 5:</b>	<b>OFF ROAD TIRES, INTERMITTENT HIGHWAY SERVICE</b> Tire, Off Road, Radial; Tire, Off Road, Bias
<b>SPECIFICATION 6:</b>	<b>IMPLEMENT/FARM</b> Tire, Implement, Farm
<b>SPECIFICATION 7:</b>	<b>SPECIALTY</b> Tire, Specialty

All tires offered under the Contract shall be new and unused and in current production. Retreaded tires shall not be offered. However, the FSA reserves the right to add a specification for Retreaded tires at a later date if it is in the best interest of FSA. Contractors shall offer only those brands qualified and listed in Cooperative Approved Tire List (CATL) (latest edition in effect at the time of this solicitation), published by the Associated Consultants of Technical Services, Inc., the contract manager for the Federal Government's program for testing new tire performance. In lieu of being listed in the publications, a Contractor may provide a Qualification Certification Form signed by the CATL Program Administrator.

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### 4.2 REQUIRED RELATED SERVICES

Prices for the following services shall be supplied on the price sheets as separate items from the tire price for passenger, pursuit, and light truck tires (Specifications 1, 2, and 3):

- Mounting of the tire
- New valve stem and installation
- Dynamic balancing including weights

Customers may purchase tires alone, without related services. If additional services are purchased, each related cost shall be added to the invoice as an additional charge.

All bulk deliveries of tires shall be completed within thirty (30) days after receipt of an order, unless the Contractor and Customer negotiate a different delivery schedule and include it in an order.

Additional required related services are:

- Disposal of used tires. The Customer has the option of retaining used tires for recycling purposes. On bulk tire deliveries to a Customer's facility, the Contractor must pick up and dispose of an equal number of replaced used tires. This pickup of used tires may be required at a later date. All used tires must be disposed of in accordance with all Federal, State and local requirements, and disposal fee maybe assessed (See "Price Sheets") by contractor to recover such costs.
- Taxes, environmental or other waste cleanup. All taxes, environmental or other waste cleanup fees imposed by the State, Federal or local governments and in effect at the time of the bid opening shall be listed separately. Any increase or new fees effective subsequent to the bid opening date shall be approved in advance by the Cooperative Bid Coordinator.

### 4.3 ACCEPTANCE:

Verbal agreements will not be recognized; if any exception to the delivered product is taken by the dealer or the customer.

### 4.4 FEDERAL AND STATE TIRE MANUFACTURING and SAFETY STANDARDS:

It is intended that all specifications be in full and complete compliance with all Federal and Florida State laws and regulations that apply to tires and other related services. This includes, but not limited to, U.S. Department of Transportation, FDOT, NHTSA, Federal MVSS, OSHA and EPA standards and Florida requirements for external noise control that apply to the type tire or related service being provided.

If an apparent conflict exists, the bidder must contact the Cooperative Bid Coordinator immediately. In addition, any Federal, State legislation which should become effective regarding the tire safety shall immediately become a part of this contract. Contractor shall have the option to meet or exceed any such safety standard or cancel his portion of the contract by providing thirty (30) calendar days written notice to the Cooperative Bid Coordinator.

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### Testing -

Samples of delivered tires may be selected at random and tested for compliance with these specifications using the following standards:

ASTM Standard F1922, Test Method-for Tires, Pneumatic, Vehicular Highway.

ASTM Standard F1923, Test Method-for Tires, Pneumatic, Vehicular Low Speed, Off Highway.

Delivery of non-conforming product shall be grounds for terminating the Contract.

#### 4.5 AMENDMENTS TO SOLICITATION DOCUMENTS

The Cooperative Bid Coordinator may use discretion in issuing amendments to the solicitation prior to bid award only. Notice of any amendment will be posted on the Florida Sheriffs Association's website. Such notice, if required, will contain the appropriate details for identifying the changes to the solicitation. Each bidder is responsible for monitoring the site for new or changing information concerning the solicitation.

#### 4.6 SUBMITTAL OF BID

Bids may be delivered in person or by mail. Submit the original bid and one copy in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall indicate The Florida Sheriffs Association's address, the bid number, and the date and time of the bid opening. Bids not submitted on the forms included with these solicitation documents shall be rejected. Each bidder is responsible for ensuring that their bid is delivered at the proper time and to proper place. Late bids shall not be considered. BIDS MUST BE RECEIVED AT THE FLORIDA SHERIFFS ASSOCIATION, 2617 MAHAN DRIVE, TALLAHASSEE, FLORIDA 32308, AT THE TIME DESIGNATED IN THE INVITATION TO BID. A bidder may withdraw his proposal at any time prior to that fixed time for opening bids without prejudice to himself.

BIDDER shall be required to provide as part of the bid package, two (2) hard copies – one marked "ORIGINAL" and one marked "COPY". Also BIDDER will furnish a USB drive in Excel for Windows. The USB must be formatted as follows:

- "Excel for Windows"
- Font: Arial – 12 point
- Margins: One-half inch (.5) all the way around
- Landscape **ONLY**
- No Headers or Footers

The following is a list of the headings (all caps) that will be used for formatting with an indication of the size for the column and whether or not the column will be in bold print:

SIZE – 16  
S/W – 8  
SR/LR – 10  
PRODUCT NUMBER – 10  
FL NET SHERIFF'S PRICE – 11 Bold Print  
WASTE TIRE FEE – 8  
TIRE DISPOSAL FEE – 8

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TOTAL TIRE COST – 11 Bold Print  
TIRE VALVE – 8  
TIRE MOUNT – 8  
TIRE BALANCE – 8  
TOTAL TIRE PRICE WITH OPTIONS –12 Bold Print

An example of the bid price Excel spreadsheet will be provided and is marked “Example Only” within the Invitation to Bid (ITB) package.

The bidder will be required to use the proposal attached hereto, which form a part of the specifications, and shall remain intact.

Bids received on separate sheets and not attached to the complete specifications will be considered informal and may be rejected as such. All prices must be clearly stated in permanent fashion (no pencil) on lines provided on the “Price Sheets”. Any variations from these specifications must be clearly stated by the bidder on the proposal blank.

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

All bidders must sign in ink where indicated and print or type name and date on pages designated and return same with all proposals.

Prices shall be firm and are to be F.O.B. Destination, delivered to the individual participating user agency. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

#### 4.7 REPORTING OF SALES TO FSA

Contractor shall furnish the Cooperative Bid Coordinator a detailed “Summary of Total Sales” at the end of each quarterly contract period. The Sales Summary shall include the total dollar amount of purchases and the total number of tires sold by tire category.

Categories for the “**Summary of Total Sales**” will include the following, if applicable:

Agency Making Purchase  
Agency Purchase Order No., if applicable  
Tire Dealer Name  
Tire Brand  
Type Product (i.e. – Light Truck or Passenger)  
Tire Description  
Units Sold  
Total Dollars

The “Vendor User Fee Reports” must be submitted **promptly** at the end of each of the following quarterly contract periods:

March 1	–	May 31, 2015	March 1	–	May 31, 2016
June 1	–	August 31, 2015	June 1	–	August 31, 2016

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September 1	–	November 30, 2015	September 1	–	November 30, 2016
December 1	–	February 28, 2016	December 1	–	February 28, 2017

PLEASE SUBMIT YOUR SUMMARY OF TOTAL SALES BY USING THE “**VENDOR USER FEE REPORT**” FORM which will be provided to you in ITB packet and is also available on our website. You will need to maintain an original in order to make the necessary copies needed. All administrative fees shall be payable by the contracting vendor to the Florida Sheriffs Association no later than 15 days after the end of each quarter.

**Note:** Should there be no activity during a given quarter, then submit your “VENDOR USER FEE REPORT” form indicating “NO SALES FOR THIS PERIOD”.

### 4.8 PRICE ADJUSTMENT

A price adjustment may be made at the request of the Bidder after the first year of this contract. Requests for a price adjustment must be received in writing and must include a statement explaining the reason for the price increase. Bidder must submit proposed pricing in the excel spreadsheet format outlined in Section 4.6. Submittal of Bid.

### 4.9 POSTING AND REVISION OF AUTHORIZED PRODUCT AND PRICE LIST

Every Contractor shall maintain on the Internet a list of the products it is authorized to sell under the Contract. The list shall clearly indicate the discounted price for each product **and the appropriate FSA Customer Code as provided by the Manufacturer and assigned to the Florida Sheriffs Bid Award/Contract**. On the Ordering Instructions form submitted with the bid, bidders shall note the proposed Universal Resource Locator (URL) for this list. Posting of the list in a form easily accessible to the Cooperative Bid Coordinator and Customers shall be a condition precedent to Contractor’s right to payment under the Contract. The Cooperative Bid Coordinator, in its sole discretion, may maintain Contractor’s authorized list or provide electronic links to it. Regardless of the number of links to the list, Contractor shall ensure that Customers are able to access one, and only one, version of the authorized list. The authorized list shall include, either directly or via electronic link, the following:

Contract number; contact person; part or product numbers and descriptions; ordering information; pricing information, and service/distribution points organized geographically by city. When submitting your information for your “Authorized Service Centers/Distributors”, please provide the following headings:

Dealer/Distributor Name

Address

City

State

Zip

Phone Number

PS

LT

TB

OR

AG

Contact Name

Place an X in the all columns that the distributor provides

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This spreadsheet will also be provided in an Excel spreadsheet with the ITB.

Contractor's initial authorized list shall be identical to the discounted list submitted with the bid. Contractor shall not make the list generally available or accept any orders off it until the Cooperative Bid Coordinator approves the list. Contractor may thereafter amend the list to reflect product line and price changes, subject to the following restrictions:

- For product line changes, a Contractor may amend its list to reflect product developments. Any added product shall be offered at the then-current authorized percentage discount, which shall always be at least as great as the discount offered initially.
- For price changes, a Contractor shall only decrease, and shall never increase, the prices offered initially. Posted price reductions shall take effect immediately and be applied to unshipped and subsequent orders. CONTRACTORS ARE FREE TO OFFER GREATER DISCOUNTS UNDER THESE TERMS AND CONDITIONS FOR INDIVIDUAL TRANSACTIONS, AND CUSTOMERS ARE ENCOURAGED TO SEEK THEM AND TO EXPLORE WHETHER OTHER CONTRACTORS AUTHORIZED FOR THE PRODUCT GROUP MIGHT OFFER BETTER DISCOUNTS.
- At least five (5) business days before making any changes to the posted authorized list – whether to products, to prices, or otherwise – a Contractor shall notify the Cooperative Bid Coordinator by mail of its intent to make a change and describe the proposed change. The Cooperative Bid Coordinator may, in its sole discretion, prohibit any requested change or direct a Contractor to undo any change already made.
- Changes to the authorized list or to related information (i.e.: ordering information) shall not be deemed Contract amendments.

#### 4.9 MANUFACTURERS CUSTOMER CODE(S) ASSIGNED TO FSA

Dealers and Distributors representing the FSA awarded tire manufacturer(s) are required to report sales to the appropriate manufacturer's representative based on the "FSA Customer Code" as provided by the manufacturer. Please refer to 1.57 Right to Audit.

ALL Agencies purchasing products or services in accordance with the pricing, terms and conditions of this contract are required to reference the Manufacturers "Customer Code" assigned to the Florida Sheriffs Association on documents in order to receive bid award pricing.