

# Contract Terms and Conditions



Contract: FSA19-TRS21.0 Tires

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## 1.0 GENERAL CONDITIONS

### 1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association (FSA) using the information shown below. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Annette Grissom, Cooperative Purchasing Program Coordinator  
E-Mail: [agrissom@flsheriffs.org](mailto:agrissom@flsheriffs.org)  
Telephone: (850) 877-2165 ext.5811  
Fax: (850) 878-8665

Craig Chown, Cooperative Purchasing Program Manager  
E-Mail: [cchown@flsheriffs.org](mailto:cchown@flsheriffs.org)  
Telephone: (850) 877-2165 ext. 5833  
Fax: (850) 878-8665

All communication and/or document submissions for this Invitation to Bid should be identified by contract title and number and directed to:

Florida Sheriffs Association  
Attn: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, Florida 32308  
850-877-2165, ext. 5811

### 1.02 PURPOSE

The FSA invites interested manufacturers and manufacturer's authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish a contract with tire manufacturers and manufacturer's authorized service centers for the purchase of tires and any optional goods and services.

Trade-ins are not addressed in this contract. If a purchaser has a desire to offer tires for trade or recycling to the dealer, the purchaser and dealer may do so at their sole discretion, separate and apart from this contract. Under no circumstances shall trade-in transactions be deemed to constitute part of, or to have been conducted pursuant to, this contract.

### 1.03 TERM OF CONTRACT

This contract shall remain in effect for thirty-three months from date of contract execution by the FSA, and may be renewed or extended by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04.

The thirty-three (33) month contract will begin June 3, 2019 and end February 28, 2022.

#### 1.04 ESTIMATED QUANTITIES

From September 1, 2017 through August 31, 2018, approximately 137,600 tires were sold using the FSA contract.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible purchasers are obligated to place any order for a given amount subsequent to the award of this bid solicitation.

#### 1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in 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 Statutes that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the bids without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

#### 1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency, or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

#### 1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments, or any part of this contract relating to currency are to be made in United States Dollar.

#### 1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a) Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- b) Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program in accordance with the Contract Terms and Conditions.
- c) Dealer Option: A product or service provided by the dealer or other third party; not the factory.
- d) End User: A term used to distinguish the eligible purchaser, person, or entity that ultimately uses or is intended to use a product or related service under this contract.
- e) Factory: Refers to the manufacturer produced products.
- f) Fleet Advisory Committee (FAC): An employee of sheriffs' offices and other local governmental agencies or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA Cooperative Purchasing Program and is not responsible for final awards.
- g) Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to Bid and contract administration process for the Florida Sheriffs Association.
- h) Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to manufacturers or manufacturer's authorized service centers to submit a price offer on a specific product to be provided. This term shall include the specifications found in Appendix 2 and references to solicitation documents provided to bidders on the VendorLink. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- i) Manufacturer: The original producer or provider of tires and other equipment offered on this contract. Manufacturers approve customers/purchasers that can purchase their products and services under this contract.
- j) Manufacturer's Authorized Service Center (MASC): A facility authorized by the Vendor to market, sell, and provide services as included in the bid award. Manufacturer's Authorized Service Centers (MASC's) may be independently owned and operated, or be operated or



otherwise under the control of Vendors. MASC's perform on behalf of the Vendor certain functions listed in this contract to include, but not limited to, ordering, installation, and warranty service. Where a MASC operated or under the control of a manufacturer performs functions for which a Vendor is responsible pursuant to this Contract, the Vendor shall be responsible for ensuring the performance of its Manufacturer's Authorized Service Center.

- k) Manufacturer's Suggested Retail Price (MSRP): Represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser.
- l) Non-Scheduled Options: Any good or service not specified or included in the base specifications or options offered under this contract.
- m) Production Cutoff: A term used by manufacturers to notify dealers that the factory has reached maximum capacity and/or production is ceased for orders. Manufacturers use this term when referring to any given product model year for production.
- n) Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- o) Purchaser: An entity that seeks to obtain tires, including any optional goods and services, from this contract by meeting the eligible user criteria or with vendor approval.
- p) Purchase Order: A documented agreement formalizing the terms and conditions of this contract under which a vendor furnishes tires, including any optional goods and services, to a purchaser.
- q) Specification: an identified item being procured pursuant to this invitation to bid.
- r) Third Party Supplier: Businesses external to a bidder that provide products and services which contribute to the overall finished product. Third party suppliers are contractors under the direction and responsibility of the bidder or vendor.
- s) Tie Bid: A bid from a responsive bidder that is identical in price to a responsive bid from another responsive vendor.
- t) Vendor: The bidder that has been awarded the contract and agrees to provide products and services which meet the contract requirements and base specifications through its Manufacturer's Authorized Service Centers. The vendor must agree to the contract terms and conditions before being awarded the contract.
- u) Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

## 1.09 ELIGIBLE PURCHASERS UNDER CONTRACT

Awarded bids or contract prices will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision, or agency of the State of Florida. This includes but is not limited to state entities, counties, municipalities, sheriff's offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police or fire departments, emergency response units, state universities and colleges, or other state, local, or regional entities.

All purchasers are bound by federal and state law, local ordinances, rules, and regulations for purchases made under this contract. Participating purchasers cannot guarantee an order other than those ordered by the individual entity.

In addition, bids can be extended and guaranteed to other entities approved by the manufacturers to participate in this contract, which includes but is not limited to out of state sales. Vendors are governed by their manufacturer's agreements and must agree to the terms and conditions of this contract.

## 1.10 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 of applicable legal requirements will in no way be a cause for relief from responsibility.

## 1.11 PATENTS AND ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs 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 or a purchaser.

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

## 1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or state legal or regulatory requirements that become effective during the term of the contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become part of the contract. The vendor

shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA Cooperative Purchasing Program immediately.

The bidder shall obtain and pay for all licenses, permits, and inspection fees for this bid submission and contract.

#### 1.13 UNDERWRITERS' LABORATORIES (U.L.)

Unless otherwise stipulated in the bid, all manufacturer's items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examined listing where such has been established for the items offered and furnished.

#### 1.14 AMERICANS WITH DISABILITIES ACT

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

#### 1.15 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.

#### 1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The FSA policy is that Minority Business Enterprise (MBE) shall have the opportunity to participate in the invitation to bid. Such process would be for supplying goods and services to FSA and purchasers.

#### 1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law 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.

#### 1.18 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.

#### 1.19 PUBLIC ENTITIES CRIME (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the 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 work as a vendor, supplier, sub vendor, 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### 1.20 TAX EXEMPTION

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

The FSA is a 501(c)3 organization and is exempt from federal excise and state sales tax. FSA's Tax Use Certificate number is 85 8012646919C3.

#### 1.21 TAXES

Purchasers making a purchase pursuant to the awarded bid are generally exempt from federal excise and state sales tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's federal excise and state Tax Use Certificate Number.

#### 1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Formal Addenda, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

#### 1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist, or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

#### 1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org) with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will not be made to the bidder verbally, and if any verbal clarifications are provided, they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.26, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.26, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

#### 1.25 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

#### 1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

#### 1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA at the time of contract renewals or any mid-term adjustments. In the event that a product line is terminated, FSA reserves the right to procure such goods or services, or similar goods or services, from alternate sources.

At the time of the contract renewal or mid-term adjustment, the vendor must supply the Specification and Pricing Sheet with the updated model, clearly identifying which model was discontinued and which model serves as the replacement. Any replacement model shall be offered at the then-current contract award price, and at no time shall the percent discount be less than the percent discount offered on the original item bid.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor prior to conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

#### 1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar, or as later modified through addenda.

#### 1.29 DEMONSTRATION OF COMPETENCY

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 with the FSA in making the award.

The FSA may require bidders to show proof that they are designated authorized representatives of the manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging, and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

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 or services as described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

#### 1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment, and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment, and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this bid the vendor 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 vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

#### 1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- 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; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice.

### 1.32 QUALITY AND SAFETY

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 that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

Bidders 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 Bidder may provide a Qualification Certification Form signed by the CATL Program Administrator.

Tires bid must meet 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.
- ASTM Standard for Rubber Tires.

### 1.33 NONCONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:



- Vendor's name being removed from the awarded vendor list;
- Termination of contract;
- FSA and purchasers being advised not to do business with vendor.

#### 1.34 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.

#### 1.35 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:

- Bidder within the State of Florida
- Dealers performance record with purchasers
- Coin toss

#### 1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users' information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any

subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs, and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or nonperformance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of FSA's findings to vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

#### 1.37 LIABILITY, INSURANCE, LICENSES, AND PERMITS

Where bidders are required to enter or go onto FSA or purchaser 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 county and municipal code requirements. The bidder shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the bidder or any person the bidder has designated in the completion of the contract as a result of his or her bid.

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

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting purchaser. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

After acceptance of a bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

#### 1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

## 1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined slice of the pie.

Bidders or vendors who have been found to have engaged in collusion will be considered non-responsive and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Vendors or dealers and their representatives may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

## 1.41 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 any bid surety required that is equal to damages incurred by the FSA therefrom, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

## 1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the Administrator within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. A formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any person who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check, or money order payable to the "Florida Sheriffs Association," at the time of filing the formal written protest or within the five (5) day period to file a formal written protest, in the amount equal to the greater of \$5,000 or ten percent (10%) of the product line bid being protested. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs 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 the protest. The filing of the protest shall not stay the implementation of the bid award by the FSA.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days 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 ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post a bond, cashier's check, or money order payable to the "Florida Sheriffs Association," at the time of filing the formal written arbitration request in the amount equal to ten percent (10%) of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest.

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. By responding to this bid, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses, and attorney's fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney's fees. The filing for arbitration shall not stay the implementation of the bid award by the FSA.

#### 1.43 NON-PERFORMANCE

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended, or terminated from the contract, or have their ongoing participation in the contract limited. The FSA has the discretion to remove a noncompliant vendor from future competitive bid solicitations.

At the FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of three (3) years and up to a permanent ban from the bid process.

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 or the new year if the tire is price protected by the factory, charging amounts exceeding MSRP on factory or manufacturer's authorized service center 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 purchaser, 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 inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the tire is a base model or whether it includes any optional goods or services. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver tires may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make, or Model.

#### 1.44 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.

#### 1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract 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 vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off-set until such time as the exact amount of damages due the FSA from the vendor is determined.

#### 1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective thirty (30) days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor 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 vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the vendor 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.

#### 1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the FSA designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic media such as websites, digital marketing campaigns, social media, and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers, and postcards.

Vendors may request the logo by contacting [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org) and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

## 2.0 BIDDER INSTRUCTIONS

### 2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract, or who have previously had their participation limited by the FSA, must provide supporting material with their bid submission to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

On company letterhead bidder shall provide a response cover page with the following information:

- Bidder company name and Parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet number: By providing this number, the bidder agrees and authorizes FSA to obtain their financial information/reports from these entities
- Identify a minimum of three contracts of similar size and scope
- Any contracts the bidder has been disqualified from, terminated from or found in default on, including the reason

### 2.02 LICENSING/FACILITIES

Vendors must maintain sales, service, and repair/warranty facilities within the State of Florida to provide sales and service for the tires purchased on this bid.

The FSA Cooperative Purchasing Program reserves the right to periodically request additional or updated information from vendors regarding their sales, service, and repair/warranty facilities during the solicitation and the term of the contract, if awarded. The FSA Cooperative Purchasing Program may also exercise discretion in examining such facilities as deemed necessary.

### 2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers (including manufacturer's authorized service centers) and shall fully indemnify, defend, and hold harmless the FSA, the participating purchasers, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorney's 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 third party suppliers (including manufacturer's authorized service centers); provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the FSA and participating purchasers or proximately caused by intentional wrongful acts or omissions of the FSA and participating purchasers.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the FSA and/or participating purchasers giving the bidder (1) written notice of any action or



threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred by the FSA, or participating purchasers, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances, and property of every description, used in connection with this particular project.

The vendor 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 vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain liability insurance including property damage covering all materials and equipment used in connection with the work performed under this bid. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the FSA Cooperative Purchasing Program.

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

Copies of Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five (5) days of the award of the contract. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the FSA Cooperative Purchasing Program.

Upon expiration of the required insurance, the vendor must submit updated Certificates of Insurance for as long as any work is still in progress. It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed under this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA. The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public for each occurrence and for all damages to the property of others for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of

litigation, including reasonable attorney's 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 vendor, their 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 vendor 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 and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation. All policies shall be made available to the FSA upon demand. Compliance by the vendor with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers (including manufacturer's authorized service centers) and of persons employed by them as they are for acts and omissions of persons directly employed by him.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the vendor's insurance obligations, if awarded. The FSA can request, and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance 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 the specifications; the FSA may consider alternate insurance coverage.

## 2.04 SPECIFICATIONS

All units covered by this contract and the detailed specifications shall be the manufacturer's current basic production model, and shall, at a minimum, be equipped to meet all standard factory specifications and equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The FSA base specifications are incorporated in this document by reference. The bid specifications are contained in Appendix 2.

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

All tires, including any optional goods and services, provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

## 2.05 FIXED PRICES & PRICE ADJUSTMENTS

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder shall remain fixed and firm during the term of this contract, unless otherwise addressed by a contract extension or price adjustment as provided in the contract.

## 2.06 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

## 2.07 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the section and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA Cooperative Purchasing Program of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the item into compliance with the contract specifications. Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

## 2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices, and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

## 2.09 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specifications. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design, and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate

that the equivalent conforms with specific replacement item. If the equivalent is approved by the FSA Cooperative Purchasing Program, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed non-responsive.

Vendors offering alternate makes and manufacturers of tires that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specifications, or entire award can be removed by the FSA Cooperative Purchasing Program. When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

## 2.10 MANDATORY PRE-BID MEETING OR CONFERENCE CALL

Prospective bidders are required to participate in a mandatory Pre-Bid Meeting or Conference Call as designated by FSA in the Bidder Instructions, Section 2.0. The Pre-Bid Meeting or Conference Call is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting or Conference Call.

FSA reserves the right to grant attendance exceptions to the mandatory meeting or conference call if the bidder has requested prior authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

## 2.11 QUALIFICATION

For this contract, prospective bidders are required to complete the qualification forms as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting or Conference Call.

Qualification forms include:

- Drug-Free Workplace Form and
- Insurance Checklist

The qualification forms are provided on VendorLink.

## 2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free on Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the contract.

## 2.13 OPTION PRICING

The FSA has the discretion to disqualify bidders if the option pricing is excessive. The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any optional goods or services included in the bid submission and in resulting customer orders, if awarded.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond published list price of optional goods or services. The additional discounts for each optional good or service shall be decided by the vendor.

Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part of or dependent on another option.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be construed as noncompliant and the bid will be rejected in whole or part by the FSA Cooperative Purchasing Program.

Option pricing will include all costs of labor associated with the option and should not be listed separately within the bid, with the exception of purchaser-owned wheel assemblies where the cost of labor is the sole item bid for Specifications 8-10. For Specifications 8-10, the purchaser is responsible for the tire mount installation on the wheel assemblies of the vehicle or piece of equipment unless the purchaser elects the tires installed on purchaser-owned wheel assemblies option.

## 2.14 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

This section is not applicable to this contract.

## 2.15 SUBMITTAL OF BID

To ensure correct bid formatting, Bidders shall:

1. Submit Bid electronically through VendorLink.

2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on the Response Cover Page on Bidder's letterhead.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Bids must be input into the standardized format of the Specifications and Price Sheet (SPS) in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
8. Follow all instructions outlined in this ITB and provide all requested information.

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

The bid must be received by the date and time specified on the Bid Calendar.

Failure to meet all submission requirements by the date indicated in the Bid Calendar will result in rejection of the bid.

The bid shall include the following documents:

- Executed Contract Signature Page
- Applicable licenses or certifications
- Specification and Pricing Sheet
- Manufacturer's Authorized Service Center Listing
- Qualifications as required in Section 2.01
- Qualification Forms as required in Section 2.11
  - Drug-Free Workplace Form and
  - Insurance Checklist
- Quarterly Reporting Plan
- Any requested equivalents or exceptions
  - Including any Qualification Certification Forms from the CATL

#### Specification and Price Sheet

Specification and Price Sheet must be submitted for each specification bid.

Specifications 1-7 are for air tires and must include tire only price, waste fee and MSRP (tire only price). Manufacturer, Brand and Model Name, Model Number, and Tire Size and Specifications must also be provided, as applicable.

Specifications 8-10 are for solid rubber tires and must include tire price and MSRP, including Tire Only and Wheel Assembly. Manufacturer, Model Number, Tire Size and Specifications, Tread Pattern, Tread Depth in Inches, Outside Diameter in Inches, Tire Width in Inches, and Weight by

Pound must be provided, as applicable. Bidder must indicate whether a wheel exchange credit is offered.

Optional goods and services should be bid, if available.

#### Manufacturer's Authorized Service Center Listing

The Manufacturer's Authorized Service Center listing shall include:

- Contract Number: FSA19-TRS21.0
- Bidder's Name and FEIN
- Any revision date
- Manufacturer's Authorized Service Center:
  - Center Name,
  - Address,
  - City,
  - Zip,
  - Telephone,
  - FEIN,
  - Contact Name,
  - MWBE Status, if available, and
  - Email to accept purchase orders.

#### Quarterly Reporting Plan

Bidders shall provide procedures or business protocols to comply with Section 3.27, relating to Quarterly Reports. Since reporting requires cooperation with Manufacturer's Authorized Service Centers, the FSA will evaluate how the bidder plans to comply with the quarterly reports to include reporting of all sales of tires and optional goods and services. This information is necessary to accurately report and submit the administrative fees under this contract.

Templates for the Spreadsheet and Price Sheet and the Manufacturer Authorized Service Center Listing are provided to bidders in VendorLink.

## 2.16 ZONE BIDDING

This section is not applicable to this contract.

## 2.17 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

## 2.18 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact the FSA immediately. Bid withdrawals are handled on a case by case basis and can result in a limitation of participation in future bids.

## 2.19 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Standard Time.

## 2.20 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read only the bidder name and if they have provided all the required information.

## 2.21 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, the bid must conform in all material respects to the requirements stated in the contract. As set forth in section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

## 2.22 RESPONSIVE AND RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents, or materials may be rejected as non-responsive.

Bidders whose responses, 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-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with an FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including past customer service performance in previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.



In addition to bidders required by Section 2.01 to submit qualification information, FSA reserves the right to request staffing, performance, and financial information from any bidder during the evaluation process if the FSA Cooperative Purchasing Program determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms, and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsible.

## 2.23 BASIS FOR AWARD

The FSA Cooperative Purchasing Program shall make awards to the lowest bidder by specification and by manufacturer to bidders deemed to be responsive and responsible.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The optional goods and services in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

The FSA Cooperative Purchasing Program reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality, or omission if it determines that doing so will serve the purchaser's best interest.

## 2.24 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and 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, and if awarded through the duration of the contract, unless otherwise addressed by a contract extension or price adjustment as provided in the contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell tires, including any optional goods and services, for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 purchase order, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA Cooperative Purchasing Program's discretion.

## 2.25 BID TABULATIONS

The Bid Tabulation is not applicable to this contract.

## 2.26 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 minor irregularity, technicality, or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a vendor to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a vendor to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a vendor may not provide the FSA with additional materials that affect the price of the bid, or give the vendor an advantage or benefit not enjoyed by other vendors.

The FSA may also reject any bids not submitted in the manner specified in this document.

## 2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid. Bidders are encouraged to read the Bidder Instructions, Section 2.0.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any website malfunctions occur.

## 3.0 CONTRACT CONDITIONS

### 3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor.

The terms and conditions apply to all tires, including any optional goods and services, purchased from this contract.

### 3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that he/she is duly authorized to do so and binds the respective party to the contract.

### 3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify the FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative, and submitted via e-mail to [CPP@flsheriffs.org](mailto:CPP@flsheriffs.org). An electronic signature may be used and shall have the same force and effect as a written signature.

A sample Vendor Change Document can be found in Appendix A.

### 3.04 OPTION TO RENEW AND ANNUAL PRICE ADJUSTMENTS

#### Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to three (3) additional years on a year-to-year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

Contract extensions will only be executed when FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and purchasers to do so.

In the event that the contract is held beyond the initial contract term and any extensions, it shall be on a month-to-month basis and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

#### Price Adjustments

Prior to completion of each contract term, the FSA may consider a price adjustment due to manufacturer price changes; changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics; as a result of any changes to national or state standards that require substantial cost adjustments; or in the event of material changes in tariffs

that result in cost increases of 15% or more. The price adjustment requests based upon changes in the PPI will be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Such adjustments based upon changes in the PPI will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

Any vendor-initiated price adjustment request under this provision must be received at least sixty (60) days prior to the end of a 12-month period or the expiration of the current contract term or extension period, as applicable. The FSA reserves the right to accept or reject vendor price adjustment requests, as it determines to be in the best interests of FSA and the purchasers.

It is the intent of this provision that events or changes affecting the industry as a whole will be addressed through adjustments based upon the PPI. Notwithstanding the foregoing, FSA reserves the right to, but is not obligated to, consider price adjustments based upon events or changes that impact a given vendor in a manner materially different than the industry if the vendor presents evidence that FSA determines, in its sole discretion, clearly substantiate material cost increases specific to such vendor. In the event of changes to national or state standards, the vendor must present verifiable changes in cost to the FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

The vendor price adjustment request must clearly substantiate the requested change. If no request is received from the vendor prior to the expiration of the initial term, the FSA will assume that the vendor has agreed that the renewal option may be exercised without pricing adjustment. Any adjustment request received after the commencement of a renewal term will not be considered.

Upward price adjustments (i.e. price increases) may only be made through FSA-approved price adjustments pursuant to the terms of this section. Vendors may, however, make downward price adjustments (i.e. price decreases) at any point during the term of the contract or extension period.

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.

### 3.05 ADDITIONS AND DELETIONS

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

FSA reserves the right to remove, discontinue, or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Fewer or no sales;
- Product recalls and other safety issues;
- Vendor or Manufacturer performance; or
- Lack of relevance of products or commodities.

### 3.06   EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

### 3.07   DISCOUNTS

Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any tires, including any optional goods and services.

The vendors and their approved service centers have the authority to offer additional discounts based on quantity, as well as additional manufacturer or retailer discounts.

### 3.08   CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

### 3.09   PRODUCTION CUTOFF

This section is not applicable to this contract.

### 3.10   FACILITIES

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

### 3.11   SUBSTITUTIONS

The FSA or purchasers will NOT accept substitute shipments of any kind. Vendors are expected to furnish the brand quoted in their bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

### 3.12   PURSUIT RATED VEHICLES/MOTORCYCLES

Purchasers should refer to manufacturers' published information regarding recommended tires for pursuit rated vehicles and motorcycles, including any optional goods and services.

### 3.13   SPECIAL SERVICE VEHICLES

Purchasers should refer to manufactures' published information regarding special service vehicles and recommended tires, including any optional goods and services.

### 3.14   CAB AND CHASSIS

Purchasers should refer to manufacturers published information regarding recommended tires, for cab and chassis, including any optional goods and services.

### 3.15 FACTORY INSTALLATION

This section is not applicable to this contract.

### 3.16 INSTALLATIONS AND SERVICES

#### Manufacturer and Manufacturer's Authorized Service Center Installations & Services:

The Vendor shall ensure that all tires, including any optional goods and services, installed by a manufacturer or a manufacturer's authorized service center are installed according to the manufacturer's specifications and guidelines.

Vendor is required to disclose Make and Model of product being offered, and the location, make, and model must be approved by the purchaser prior to installation. Vendor must also disclose the warranty of any item that is less than or exceeds factory warranty coverage.

Vendor is responsible for ensuring that any Manufacturer or Manufacturer's Authorized Service Center that employs a third-party supplier or subcontracts technicians to install tires, including any optional goods and services, on vehicles under this contract completes installations and service work in accordance with the manufacturer's specifications and guidelines.

The FSA may at any time during the contract period request proof that installations and service work is completed in accordance with manufacturer specifications and guidelines. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45.

#### Purchaser Installations & Services:

Purchasers may elect to purchase and install tires and optional goods under this contract. In such instances, the purchaser agrees to a release of liability and hold harmless for the vendor and the FSA for installations performed by purchasers. This release shall not apply to defects or failures with respect to the tires and optional goods themselves, or to workmanship with respect to the manufacture of such tires or optional goods but shall instead encompass only defects or failures arising from the installation of such tires and optional goods.

### 3.17 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory, and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not identified in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

### 3.18 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor 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 causes wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

### 3.19 DELIVERY TIME

Vendors or manufacturer's authorized service center shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

Bulk deliveries of tires shall be completed within thirty (30) days after receipt of an order, unless the vendor and purchaser negotiate a different delivery schedule in writing.

### 3.20 ORDER

Each order and invoice must include the FSA Contract: FSA19-TRS21.0.

Required delivery or due dates for tires, including any optional goods or services, should be discussed with the vendor or manufacturer's authorized service center at the time of the price quote.

If a vendor receives a purchase order or request for price quote for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order or request or price quote to the purchaser within three (3) business days.

All tires and optional goods ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class even if it requires supplying a later model at the original bid prices.

It is the vendor's responsibility to ensure that the tires ordered by the purchaser and installed by manufacturer approved service center, including any optional goods or services, are fully compatible with the vehicle, and complies with all applicable manufacturer specifications, guidelines, and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver tires, including any optional goods or services, that will be fully compatible with the vehicles.

Any changes that are required to correct an incorrect installation or order will be accomplished at the vendor's expense.

### 3.21 TIRE DELIVERY AND SHIPPING

In cases where tires must be shipped to the purchaser, the vendor or manufacturer's authorized service center shall specify any delivery or shipping costs as a separate line item in a bid quote to purchasers prior to any order being placed.

### 3.22 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect tires, including any optional goods or services, for any damages or workmanship issues.

Each purchaser shall make a good faith effort to inspect the vehicle tires, including any optional goods or services, before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) days to inspect the vehicle tires, including any optional goods or services, for acceptance.

### 3.23 DISPOSAL AND OTHER FEES

The purchaser has the option of retaining used tires for recycling purposes. On bulk tire deliveries to a purchaser's facility, the vendor or manufacturer's authorized service center may pick up and dispose of an equal number of replaced used tires. This pickup of used tires may be required at a later date by the purchaser. All used tires must be disposed of in accordance with all Federal, State and local requirements.

Disposal or other fees imposed by the State, Federal or local governments and in effect shall be listed separately on the quote to the purchaser. For Specifications 1-8, the Waste Fee is included in the base price.

### 3.24 INVOICING AND PAYMENTS

Each order and invoice must include the FSA Contract: FSA19-TRS21.0.

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the purchased items or services.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, Florida Statutes.



### 3.25 WARRANTY REPAIRS AND SERVICE

Tires, including optional goods and services, shall be covered by the manufacturer's standard warranty. A copy of the Manufacturer's standard warranty shall be provided to the purchaser upon request at time of purchase.

All warranties shall begin at the time of final acceptance by the purchaser. Failure by any manufacturer or manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

### 3.26 INADEQUATE SERVICE

When tires, including any optional goods and services, require service or adjustments upon final acceptance, the vendor shall either remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours of notification by a purchaser, not to include weekends and holidays. Final acceptance will not be considered complete until all services or adjustments are satisfactory.

### 3.27 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly Reports which do not adhere to the required format or are not complete for all sales will be returned to the reporting vendor to correct deficiencies.

Quarterly Reporting Plans should include details as to how the bidder will comply with this section. The intent of the Plan is to determine whether or not the bidder has sufficient protocols in place to meet compliance with the Quarterly Reports and corresponding administrative fees. Items that would be in an effective plan would include:

- Instructions provided to Manufacturer's Authorized Service Centers on the internal controls and procedures in place to ensure all sales are reported of;
- Reporting whether the contact at the Manufacturer's Authorized Service Center is the same point of contact as provided on the Listing;
- Method and frequency of reporting to the bidder;
- The process by which fees will be transmitted from the Manufacturer's Authorized Service Center to the bidder and then to the FSA; and
- The process by which updates, corrections or late fees will be addressed.

Information in the Quarterly Report shall include:

- Volume sold by specification and brand
- Total dollar by brand sold

Quarterly report are to be filled out on the website at <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>, then by clicking on the proper contract number. After the forms are completed, vendors can submit on-line by selecting "submit" at bottom of form. An example of the quarterly report can be found in the Appendix 3.

Quarterly Reports are due no later than the 15th business day of the month following the end of the quarter. Quarterly reports must follow the schedule found in Appendix 4.

If a vendor has no sales within a quarter, the vendor is required to submit a quarterly report and must indicate "NO SALES REPORTED THIS QUARTER" on the quarterly report.

FSA reserves the right to modify the procedure for submitting Quarterly Reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future Quarterly Reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future Quarterly Reports are to be submitted.

### 3.28 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process, and administer the contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than fifteen (15) business days after the required submission due date of the quarterly report as specified in Section 3.27. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Vendors are to include the administrative fee of three quarters of one percent (.0075) in all base bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all options and services. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a dealer fails to incorporate the administrative fee in its bid pricing.

FSA administrative fees shall never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of tires, optional goods and services. This administrative fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties, and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each vendor.

By submission of the Quarterly Reports and administrative fee, the vendor is certifying the accuracy of the reports and payments. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All vendors will be responsible for making sure that the FSA Cooperative Purchasing Program has the contact information, including e-mail address, for the person responsible for Quarterly Reports. There will be no reminders for the Quarterly Reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association  
Cooperative Purchasing Program  
ATTN: Quarterly Report  
2617 Mahan Drive  
Tallahassee, FL 32308

### 3.29 LIQUIDATED DAMAGES

The vendor warrants that the products supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying Quarterly Reports within fifteen (15) calendar days following the end of each quarter as specified in 3.27 will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and Quarterly Reports will incur liquidated damages in the amount of \$25 for each day that fees and reports are past due, beginning on the 16th day following the end of the quarter. Failure to report sales will incur liquidated damages in the amount of .0075% of the sales price plus 1.5% each month following the delivery date.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) days can result in disqualification for future solicitations.

#### **Schedule of Liquidated Damages – Quarterly Reports**

|  |   |
|--|---|
| Failure to submit quarterly report on time | \$25.00 per day   |
| Failure to Report Sales                    | .0075 of the sales price plus 1.5% each month following the delivery date |

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

## Appendix 1. Bid Calendar



### Bid Calendar

Tire Contract FSA19-TRS21.0

Contract Period: June 3, 2019 – February 28, 2022

| CALENDAR ITEM                   | DATE              |
|---------------------------------|-------------------|
| Bid Announcement                | 4/5/19 – 4/10/19  |
| Workshop                        | 4/5/19            |
| Mandatory Pre-Bid Meeting       | 4/11/2019         |
| Request for Clarifications Due  | 4/16/19           |
| Bid System Open                 | 4/22/19           |
| Cone of Silence                 | 4/22/19 – 6/3/19  |
| Bids Due                        | 5/10/19           |
| Public Bid Opening              | 5/13/19           |
| Fleet Advisory Committee Review | 5/13/19 – 5/15/19 |
| Intent to Award Posted          | 5/17/19           |
| Bid Awarded                     | 6/3/19            |

Mandatory Pre-Bid Meeting is scheduled on April 11, 2019 at 10:00 AM EDT. Participants may choose to dial into the Mandatory Pre-Bid Meeting.

Conference call-in number: 1-800-920-7487

Participant code: 6849541#

Public Bid Opening will be on May 13, 2019 at 10:00 AM EDT at the following location:

Florida Sheriffs Association

2617 Mahan Drive

Tallahassee, Florida 32308

## Appendix 2. Specifications

### Specifications for Tire Bid FSA19-TRS21.0

#### 1. Eligible Products

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

|                   |  |
|-------------------|--|
| SPECIFICATION 1:  | LAW ENFORCEMENT PURSUIT AND EMERGENCY HIGH SPEED VEHICLE TIRES |
| SPECIFICATION 2:  | PASSENGER VEHICLE TIRES  |
| SPECIFICATION 3:  | LIGHT TRUCK & RELATED VEHICLE TIRES                            |
| SPECIFICATION 4:  | COMMERCIAL TRUCK & RELATED VEHICLE TIRES                       |
| SPECIFICATION 5:  | OFF ROAD EQUIPMENT TIRES                                       |
| SPECIFICATION 6:  | AGRICULTURAL FARM & IMPLEMENT TIRES                            |
| SPECIFICATION 7:  | SPECIALTY TIRES  |
| SPECIFICATION 8:  | OFF THE ROAD (OTR) SOLID RUBBER MOULDED TIRES                  |
| SPECIFICATION 9:  | PRESS ON SOLID RUBBER TIRES                                    |
| SPECIFICATION 10: | INDUSTRIAL – SOLID RUBBER TIRES                                |

Refer to Specification and Price Sheet for required bid submissions in VendorLink.

Specifications 1-7 are for air tires. The waste fee must be provided in the bid submission, as it is included in the FSA base price.

Specifications 8-10 are for solid rubber tires.

All tires offered under the contract shall be new and unused and in current production. Retreaded tires shall not be offered.

Tire Price and MSRP must be provided for all specifications bid, including Tire Only and Wheel Assembly for Specifications 8-10.

#### 2. Required and Optional Goods and Services

Prices for the following goods and services shall be supplied, as applicable, on the Specification and Price Sheet:

- Specifications 1-7:
  - Disposal fee, if applicable
  - Valve, price bid shall include installation, but item can be purchased without installation
  - Tire Pressure Monitoring System (TPMS), price bid shall include installation, but item can be purchased without installation
  - Tire Mount
  - Tire Balance
  
- Specifications 8-10:
  - Disposal fee, if applicable
  - Wheel exchange credit
  - Tire Mount Installation on Purchaser-Owner Wheel Assembly

Purchasers may purchase tires without any optional goods or services. For Specifications 1-7, the Waste Fee is included in the base price. If optional goods and services are purchased, each price shall be added to the invoice as a separate additional charge.

For Solid Rubber Tires, Specifications 8-10, vendors must provide delivery costs and, when applicable installation costs, in writing on the quote to the purchaser prior to placing the order.

## Appendix 3. Quarterly Report Example



### Vendor Quarterly Report Tire Contract FSA19-TRS21.0

Contract Term June 3, 2019 - February 28, 2022

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|  |                                       |  |                                    |
|--|---------------------------------------|--|------------------------------------|
| Vendor Name *                            | FEID Number *                         |  |                                    |
| <input type="text" value="ABC Vendor"/>  | <input type="text" value="59111111"/> |  |                                    |
| Address *                                | City *                                | State *  | Zip Code *                         |
| <input type="text" value="123 Main St"/> | <input type="text" value="Anytown"/>  | <input data-cs="2" data-kind="parent" type="text" value="FL"/> |                                    |
|  |                                       |  | <input type="text" value="32111"/> |

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#### REPORTING INSTRUCTIONS:

1. When reporting Total Quarterly Sales - Include only those products you have delivered and have been paid for during the quarter you are reporting. **A report is required even if there are no sales.**
2. This form and applicable administrative fees are due within fifteen (15) business days following the end of the reporting quarter. The Quarterly report schedule is found in the Copntract Terms and Conditions. Failure to provide the report and applicable administrative fees may result in the vendor being found in default.
3. Make checks payable to the Florida Sheriffs Association. Indicate "Quarterly Administrative Fee" and the "Bid Number" and "quarter/year" on check, and remit to:

Florida Sheriffs Association  
ATTN: Cooperative Purchasing Program Coordinator  
2617 Mahan Drive  
Tallahassee, FL 32308

For information concerning the use of this form and/or administrative fees, please contact the CPP at (850) 877-2165 ext. 5831 or e-mail: [Reports@flsheriffs.org](mailto:Reports@flsheriffs.org)

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Name \*

Jane Doe

Email \*

agrissom@flsheriffs.org  
example@example.com

Phone Number \*

8508772165

REPORTING QUARTER FOR: \*

Y1/Q2 June 3 - Aug 30, 2019 ▼

REPORTED ACTIVITY FOR SPECIFICATION(S) (Check all that apply): \*

- ☒ Specification 1: LE Pursuit & Emergency High Speed Vehicle Tires
- ☐ Specification 2: Passenger Vehicle Tires
- ☐ Specification 3: Light Truck & Related Vehicle Tires
- ☒ Specification 4: Medium Truck & Related Tires
- ☐ Specification 5: Heavy Truck & Related Tires
- ☐ Specification 6: Off Road Equipment Tires
- ☐ Specification 7: Agriculture Farm & Implement Tires
- ☒ Specification 8: Specialty Tires
- ☐ Specification 9: Off Road (OTR) Solid Rubber Moulded Tires
- ☐ Specification 10: Press On Solid Rubber Tires
- ☐ Specification 11: Industrial - Solid Rubber Tires
- ☐ NO SALES REPORTED THIS QUARTER

Spec 1-Total  
Dollars \*

130.00

Spec 1-Total Units \*

2

Spec 4-Total  
Dollars \*

150.00

Spec 4-Total Units \*

2

Spec 8-Total  
Dollars \*

50.00

Spec 8-Total Units \*

1

ALL TOTAL  
DOLLARS

330

TOTAL  
QUARTERLY  
DOLLARS X .0075

2.48

ALL TOTAL UNITS  
SOLD

5

#### Appendix 4. Quarterly Report Schedule

##### Quarterly Report Schedule for Tire Contract FSA19-TRS21.0

| Quarter | Dates                                  | Report Due |
|---------|--|------------|
| Y1/Q1   | N/A                                    | N/A        |
| Y1/Q2   | June 3 - Aug 30, 2019                  | 9/15/2019  |
| Y1/Q3   | Sept 1 - Nov 30, 2019                  | 12/15/2019 |
| Y1/Q4   | Dec 1, 2019 - Feb 29, 2020 (Leap Year) | 3/16/2020  |
| Y2/Q1   | Mar 1 - May 31, 2020                   | 6/15/2020  |
| Y2/Q2   | June 1 - Aug 30, 2020                  | 9/15/2020  |
| Y2/Q3   | Sept 1 - Nov 30, 2020                  | 12/15/2020 |
| Y2/Q4   | Dec 1, 2020 - Feb 28, 2021             | 3/15/2021  |
| Y3/Q1   | Mar 1 - May 31, 2021                   | 6/15/2021  |
| Y3/Q2   | June 1 - Aug 30, 2021                  | 9/15/2021  |
| Y3/Q3   | Sept 1 - Nov 30, 2021                  | 12/15/2021 |
| Y3/Q4   | Dec 1, 2021 - Feb 28, 2022             | 3/15/2022  |

## Appendix 5. Vendor Change Form



### Florida Sheriffs Association Cooperative Purchasing Program Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below.  
Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: \_\_\_\_\_  
\_\_\_\_\_

#### Company Information Changes:

| <i>Old Information</i> | <i>New Information</i> |
|------------------------|------------------------|
| Old Company Name:      | New Company Name:      |
| Old Company Address:   | New Company Address:   |
| Old Company City:      | New Company City:      |
| Old Company State:     | New Company State:     |
| Old Company Zip:       | New Company Zip:       |

#### Company Contact Changes:

| <i>Old Contact Information</i>  | <i>New Contact Information</i>  |
|---------------------------------|---------------------------------|
| Old Contact Name (First, Last): | New Contact Name (First, Last): |
| Old Contact E-Mail:             | New Contact E-Mail:             |
| Old Contact Office Phone:       | New Contact Office Phone:       |
| Old Contact Mobile Phone:       | New Contact Mobile Phone:       |
| Old Contact Fax Phone:          | New Contact Fax Phone:          |

This information is requested by an authorized representative of \_\_\_\_\_.

This request will take effect as soon as it is received by FSA by e-mailing to [cpp@flsheriffs.org](mailto:cpp@flsheriffs.org).

Name of Authorized Company Representative \_\_\_\_\_

Job Title \_\_\_\_\_ Date of Request \_\_\_\_\_

Authorized Company Representative Signature: \_\_\_\_\_

|                 |                   |            |
|-----------------|-------------------|------------|
| FSA Office Use: |                   |            |
| Date Received:  | Change Effective: | FSA Agent: |