

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. 7400-0/15  
 Contract  
 Re-Bid   
  Other   
 LIVING WAGE APPLIES:  YES   
  NO  
 Requisition No./Project No.: RQMT1600013   
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: TIRE LEASING AND RELATED SERVICES

Description: See 2.1 and 3.1 on attached DRAFT Solicitation.

Issuing Department: DTPW   
 Contact Person: Angel Castro   
 Phone: 786-469-5372  
 Estimate Cost: \$16,400,000.00  
 Funding Source: GENERAL   
FEDERAL   
OTHER  
 Operating

**ANALYSIS**

<b>Commodity Codes:</b>	<u>863-10</u>		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>
<b>Contractor:</b>	<u>MICHELIN NORTH AMERICA INC</u>		
<b>Small Business Enterprise:</b>	<u>None</u>		
<b>Contract Value:</b>	<u>\$13,320,000.00</u>	<u>\$</u>	<u>\$</u>
<b>Comments:</b>	<u>Current contract is FTA funded.</u>		

Continued on another page (s):   
 YES   
 NO

**RECOMMENDATION**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				

Basis of recommendation:

Signed: <u>J. Lee</u>	Date sent to SBD: <u>12/21/15</u>
Also send to: <u>oca@miamidade.gov</u>	Date returned to DPM: <u></u>

To meet this requirement, effective immediately, please use the same input document used for SBD review for measures. Please copy OCA at [oca@miamidade.gov](mailto:oca@miamidade.gov) when sending the Input Document to SBD. Please feel free to reach out to your respective manager or me directly with any questions.

Revised April 2005

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this Invitation to Bid is to establish a contract for the purchase of Tire Leasing and Related Services for transit buses, for Miami-Dade County on behalf of Department of Transportation and Public Works (DTPW).

**2.2 TERM OF CONTRACT, SIXTY (60) MONTHS.**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by DTPW and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixtieth (60) month of the contract term, plus any run-out period option if exercised by the County.

**2.3 METHOD OF AWARD**

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Bidder. Additionally, Bidders shall:

2.3.1 be regularly engaged in the business of providing transit bus tire leasing and tire services for transit agencies for at least five (5) consecutive years as of the bid opening date. Documentation shall be uploaded with Bidder's bid, and may be in the form of contract award documents from other agencies, fleet customers, or equivalent.

2.3.2 upload three letters of reference. These references must demonstrate to the County's satisfaction that the bidder has sufficient experience and expertise in the transit bus industry. The references must be on company letterhead, signed, and clearly listing their contact information for verification purposes.

2.3.3 upload the current manufacturer's price list for all tires listed herein with your bid.

The County reserves the right to request any additional information or documentation during evaluation of bid submittals.

**2.4 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:**

If a Bidder is awarded a contract as a result of this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract. The rate or rates per tire mile for the entire 36 month run-out period shall be the rate or rates in effect for the last twelve month period immediately preceding the original expiration date.

**2.5 METHOD OF PAYMENT**

The awarded Bidder shall submit monthly invoices ten (10) calendar days after DTPW submits the monthly report to the awarded Bidder. The invoices shall reflect the type of service provided to DTPW in the prior month and in accordance with Section 1, paragraph 1.35.

## **2.6 LIQUIDATED DAMAGES**

Liquidated Damages may include loss of Ridership as a result of reduced confidence in the transit system, negative publicity and loss of public goodwill as a result of reduced reliability and performance levels.

The awarded Bidder shall pay to DTPW \$115 per hour, per occurrence of each below, plus the cost of tires if any, for each hour that any of the following events occur:

- a) Awarded Bidder fails to replace tires, prior to the time the vehicle is scheduled to be placed into service, that are damaged or defective or have a tread depth on any point on the tread which is less than that specified in Section 3.0 of this Contract, or are in anyway unsafe for normal use on a transit vehicle.
- b) Awarded Bidder fails to provide tires that meet all specifications stated in this Contract.
- c) Awarded Bidder fails to provide competent staff at the levels described in Section 3.0 of this Contract.
- d) Awarded Bidder fails to perform any of the tire service tasks described in Section 3.0 of this Contract.

Assessment of liquidated damages shall commence upon DTPW notifying the awarded bidder, unless additional time is granted by DTPW. No liquidated damages will be assessed if the defect is corrected within eight (8) hours of notice of defect by DTPW.

Additionally, the awarded Bidder shall be liable for any compensatory damages incurred by the County, except in such cases due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify DTPW of the delays when know. Payments of liquidated and compensatory damages are due within thirty (30) calendar days after receipt of a written demand by Miami Dade County.

## **2.7 SHIPPING TERMS: F.O.B. DESTINATION**

For items other than leased tires, Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative as applicable.

## **2.8 DELIVERY REQUIREMENTS**

The awarded bidder shall make tire deliveries to, and pickups from, all DTPW operating facilities listed below and any other bus maintenance facility providing services to DTPW under contract. All deliveries shall be made in accordance with best commercial practice, and all required delivery timeframes shall be adhered to by awarded Bidder.

Central Facilities  
3431 NW 31 Street  
Miami, Florida 33142

Northeast Facility  
360 NE 185 Street  
Miami, Florida 33179

Coral Way Facility  
2775 SW 74 Avenue  
Miami, Florida 33155

All deliveries shall be made in accordance with good commercial practice, and all required delivery time frames shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance.

## **2.9 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

## **2.10 ADDITION OR DELETION OF FACILITIES**

Although this solicitation identifies specific facilities where the services are currently provided, it is hereby agreed and understood that DTPW may add or delete facilities when no longer required during the contract period. DTPW will provide written notice of no less than thirty (30) calendar days to the vendor of such addition or deletion.

The County may obtain price quotes for additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the awarded Bidder, or for other reasons at the County's discretion.

## **2.11 CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the user department's project manager.

## **2.12 PURCHASE / LEASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES**

While the County has listed the tire sizes and tire services within this solicitation which are utilized by DTPW in conjunction with their operations, new buses with different tire sizes may be acquired during the term of this contract and may require additional and/or similar services. Under these circumstances, County may obtain a price quote for these other items from the awarded Bidder. The awarded Bidder shall cooperate with the County to provide sufficient data to allow the County to formulate price or costs analyses. The

County reserves the right to award these items to the awarded bidder, or acquire them through a separate solicitation.

### **2.13 LICENSES, PERMITS, AND FEES**

The awarded Bidder shall obtain and pay for all licenses, permits, and fees required for this contract; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and fines imposed on the County or the awarded Bidder for the awarded Bidder's failure to obtain required licenses or permits shall be borne by the awarded Bidder. Miami-Dade County understands and agrees that the awarded Bidder has no control over the work space provided.

### **2.14 RUN-OUT PERIOD OPTION**

Upon the expiration of this contract, if awarded bidder is not awarded the succeeding contract, the County shall have the right, provided it gives written notice of exercise not less than 30 days prior to expiration, to extend this contract for a run-out period not to exceed thirty six (36) months from the original expiration date. During this run-out period the County will continue to use all tires, furnished by the awarded bidder of this contract, in County's possession. The awarded bidder of this contract will not be providing new tires during this run-out period.

All terms and conditions of the contract shall remain in force except that the awarded Bidder of this contract shall be relieved of any requirement to furnish the County with additional tires, materials, equipment, or tire services and required insurance during this run-out period.

The rates per tire mile in effect during the run-out period shall be the same rates in effect for the last twelve month period of the five year contract term.

It is understood that the DTPW will continuously use such tires as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said run-out period.

Upon expiration of the run-out period DTPW will pay for any unused mileage on such tires at the rates in effect for the last twelve month period of the five year contract term. DTPW will acquire each such used tire as is, with no warranty as to the condition or fitness for continued use of such tires. The amount of the unused mileage shall be the rates as set forth in paragraph three above.

### **2.15 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**2.16 LIVING WAGE**

**MIAMI-DADE COUNTY  
LIVING WAGES  
SUPPLEMENTAL GENERAL CONDITION**

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a bidder/service contractor is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov).

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Sanctions; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

**1. DEFINITIONS**

- A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Administrative Order.
- B. Applicable department means the County department(s) using the service contract.
- C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Code, implementing Administrative Order. No. 3-20 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development (SBD) or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. Contract means an agreement for services covered by the Living Wage Code involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. Contracting officer means the County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. County means the government of Miami-Dade County or the Public Health Trust.
- H. Covered employee means anyone employed by any service contractor, as further defined in the Code, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services.

J. Covered services are any one of the following:

- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
  - (i) food preparation and/or distribution;
  - (ii) security services;
  - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
  - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
  - (v) transportation and parking services including airport and seaport services;
  - (vi) printing and reproduction services; and,
  - (vii) landscaping, lawn and/or agricultural services.
  
- (2) Services provided at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.
  - (i) **Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;**
  - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
  - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
  - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
  - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
  - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
  - (vii) Janitorial Services;

- (viii) Delayed Baggage Services;
  - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
  - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
  - (xi) In warehouse cargo handlers.
- K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time pursuant to section 10-38 of the Code of Miami-Dade County.
- L. Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year in which the work is performed.
- M. Living Wage Commission means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage, reviewing certifications submitted by covered employers to the County to include, reviewing complaints filed by employees and making recommendations to the Applicable Department, County Mayor and the County Commission regarding same.
- N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.
- O. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from one (1) or more of the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
  - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or,
  - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including at Miami International Airport pursuant to a permit, lease agreement or otherwise.

## **2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION**

- A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at [www.miamidade.gov/sba/living\\_wage\\_poster.asp](http://www.miamidade.gov/sba/living_wage_poster.asp).

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the compliance officer to qualify for the wage rate for employees with a health benefit plan.

- B, The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of complying with the living wage shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

1. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
  2. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.
- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.

### **3. LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING**

A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.

B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:

1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.
2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;
5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.
6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a

Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.

7. All such sanctions recommended or imposed shall be a matter of public record.
8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.
9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.

C. Withholding

The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

**4. PAYROLL; RECORDS; REPORTING**

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
  - a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
  - b. the number of hours worked each day by each covered employee;
  - c. For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,
  - d. any other data or information the Living Wage Commission or the County should require.

- B. The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- C. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

## **5. SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

## **6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
  - 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - 2) The penalties assessed;
  - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.
- G. If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

**SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

The awarded Bidder shall furnish DTPW tires for use on buses, which includes County owned / leased buses, and minibuses on a mileage basis for re-numeration under the terms and conditions set forth hereinafter. The County agrees to use tires furnished by the awarded bidder on County fleet operated by DTPW. DTPW may continue to use the tires it owns for the fleet. Additionally, the County may either lease and/or make a direct purchase of tires for its fleet. Such tires may be, at the County's sole discretion, incorporated into this Contract for service by the awarded bidder. The awarded bidder shall provide service to such tires regardless of the source of supply. The number of tires to be furnished hereunder shall be sufficient to keep the fleet fully equipped and to provide a reserve supply to be mounted on wheel rims and stored in DTPW facilities or any other Bus Maintenance facility providing service to DTPW as may be required. Vehicles operating under this Contract shall be equipped with appropriate wheel rim sizes, type, and spacing to conform to the approved standards of the Tire and Rim Association, Inc., herein incorporated by reference.

**3.2 RECORD KEEPING AND REPORTS**

DTPW will maintain a record of the number of miles covered by each vehicle each month and electronically submit those records to the successful bidder by the 10th of the following month. Bus mileage data/records will be made available to the awarded bidder upon request.

All tires must be branded with an identifiable tracking number prior to shipping to DTPW for inventory control purpose.

Awarded bidder shall provide to DTPW, a monthly detailed listing of all DTPW fleet (by vehicle number) per Group, for which services were performed.

The awarded bidder shall maintain computer records of all details with respect to the items to be furnished under this Contract, including but not limited to, one complete copy of each invoice and related notes. The awarded bidder shall provide the following computerized monthly reports:

- a) Monthly tire mileage reports sorted by and in this order:
  1. Group
  2. Garage number & location
  3. Vehicle Number
  4. Wheel position
  
- b) The monthly tire mileage reports must contain the following information:
  1. Total monthly mileage
  2. Total accumulated mileage (on new tread and/or retread)
  3. Brand number, date and tread mileage (new or retread) of tires removed from wheel position
  
- c) Monthly reports providing tire mileage summary by:
  1. Category, listing the brand number, tire mileage, and

2. Date of all tires permanently removed from service during the month and the average tire mileage for all tires of the category permanently removed from service during the previous six (6) month period.
- d) A listing of air pressure checks by vehicle number (Does not need to be computerized).
  - e) Monthly report, which indicates wheel rims, by an identification marking, which have been cleaned and brightened.

### **3.3 FUTURE PURCHASE OF BUSES**

When purchasing or leasing new buses with tire sizes not listed in this contract, for which DTPW has not yet taken title to on or before the effective date of this Contract, the County shall have the following options:

- a) lease tires from the awarded bidder
- b) purchase tires from the awarded bidder
- c) purchase or lease vehicles already equipped with tires
- d) purchase tires from another vendor.

If the awarded bidder is required to deliver tires under this paragraph, the awarded bidder shall provide tires meeting the specifications contained in Section 3.0 of this Contract, and which conform to the approved standards of the Tire and Rim Association, Inc. Such tires shall then be incorporated into this Contract. If DTPW chooses options A or B above, the tire mileage rate charged shall be in Bidder's subsequent price quote per Section 2.12.

The County may choose to negotiate a separate lease rate for tires for other vehicles not currently included in this Contract that may be placed into operation during the Contract term or if a different size and/or construction type of tire is required. Additionally, the County shall have the option to purchase or lease tires for vehicles not included in this Contract from another vendor.

In case of vehicles that may be purchased or leased during the term of this Contract the awarded bidder may be required to sell and/or deliver tires to the North American plant(s) or North American seaport for delivery to the vehicle manufacturer(s). Such deliveries shall be made when requested in writing with thirty (30) days' notice by the County.

### **3.4 SALE OR DISPOSAL OF BUSES**

If during the term of this Contract, the County sells, or in any manner dispose of or removes from operation any fleet vehicle which have been equipped with the awarded bidder's supplied tires, or discontinue the use of any fleet vehicle equipped with awarded bidder's supplied tires, such tires will promptly be fitted on other vehicles, and if these tires cannot be used on other existing fleet vehicles, the County shall have the option to purchase the unused mileage of those tires at the rates set forth in the bidder's proposal form or buy the tires at a price agreeable to the County and the awarded bidder.

The awarded Bidder shall remove from DTPW facilities, at no cost to DTPW, all new unused tires, and retreads. DTPW will give the awarded Bidder advance notice of disposition of buses so that the awarded Bidder has an opportunity to minimize spare stock.

In the event that DTPW elects to use scrap tires on buses that are to be sold or disposed of, the awarded Bidder agrees to furnish such tires to DTPW, if available, at no charge. Under no circumstances shall a buses equipped with scrap tires be operated on any public road.

### **3.5 DAMAGE TO AND/OR LOSS OF TIRES**

The costs to replace tires due to premature tire failures provided by the awarded bidder shall be borne entirely by the awarded bidder, regardless of the reason for the failure, including, but not limited to, tires damaged by irregular wear, brake heat, curbing, road hazards, improper installation, and misalignment. The County will maintain vehicles, including alignment, to the vehicle equipment manufacturer's specifications.

The awarded Bidder will be reimbursed, on a remaining mileage basis, for any loss of awarded Bidder's supplied tires held in DTPW facilities as a result of fire, accident, or theft by proven forced entry. Such reimbursement will be made as described below.

Tire value for the purpose of determining the amount of loss under this paragraph will be determined by subtracting from the average mileage recorded for all tires of the same group (original tread or retread) removed from service during the six-month period immediately preceding the date of such loss, the mileage run by the particular tire prior to such loss and multiplying the difference by the tire rate in effect at the time of loss.

In the event that insufficient tires have been removed from service to determine an appropriate tire average, the awarded bidder may delay billing until such average can be determined based on the first fifty tires removed from service.

Payment for extra tubes will be made at the Manufacturer's current printed price list less 50%.

Notwithstanding the foregoing, the awarded Bidder shall be responsible for all tire losses resulting from tire theft (except when there is evidence of forced entry) or fraudulent conversions while the tires are located in tire service areas provided by DTPW. The awarded bidder shall also be liable for loss of any nature that occurs while the tires are in the process of being transferred.

### **3.6 TITLE TO TIRES**

DTPW will not transfer, sublet, or lend tires furnished by the awarded Bidder, or permit the tires to be used by anyone other than DTPW, without the prior written consent of the awarded Bidder. Title to all tires furnished hereunder shall remain at all times with the awarded Bidder until the unused mileage is purchased by the DTPW. DTPW has the right to purchase unused mileage on tires in use and take possession of tires at any time during the term of this contract. Tires in use are those used tires mounted on wheel rims, both those already installed on buses and those in inventory. No unused tires or unused retreads whether mounted or un-mounted shall be considered tires in use. If the County exercises its right to purchase the unused mileage on tires, the value of the unused mileage shall be calculated as described in Section 3.5 of this Contract.

### **3.7 VEHICLE TIRE SERVICE STAFFING**

The awarded Bidder shall provide at a minimum the following staff:

- a) One Tire Service Technician Supervisor to oversee all Contractor Employees assigned to the various locations under this Contract.

- b) Thirteen (13) tire service technicians. The tire service technicians shall be assigned four to each facility (Northeast Facility, Central Facility and Coral Way Facility), to provide 24 hour/ 7 days a week service. The remaining tire service technician shall be available to perform work assignments as deemed necessary by the tire service technician supervisor.

All tire service technicians and supervisor (s) must undergo an annual Bus Familiarization course provided by DTPW. No tire service technician or supervisor may be allowed to commence work on this contract without first completing the course. DTPW will provide the initial Bus Familiarization course prior to the commencement of any work and an annual refresher course. These initial and annual courses will be provided free of charge by DTPW. The training will include familiarization with different buses in the fleet, driving in the yard, in/out of shop bays, use of lifts, wheel torque procedures, and safety practices. The course length can be up to 8 hours.

Thereafter, DTPW will provide the initial course for a fee to be determined by DTPW, but not to exceed \$100 for each new employee. The awarded bidder, at its own cost, may request the Bus Familiarization course at any time during the life of the contract for any employee.

All tire service technicians, supervisors, and any other employee operating an DTPW buses must possess a valid Class E Licenses at all times. No employee of the awarded bidder shall operate an DTPW buses to transport passengers and shall only operate County buses on DTPW property.

Following is a snapshot of DTPW's peak schedules for December 20, 2015 (Provided herein for informational purposes only).

**METROBUS SCHEDULED PEAK VEHICLE REQUIREMENT FOR DECEMBER 20, 2015 LINEUP**  
**USING 75 MINUTE BOOK-BACKS**

<u>WEEKDAY</u>	<u>AM PEAK</u>			<u>PM PEAK</u>		
	Big Buses	Mini Buses =	Both Totals	Big Buses	Mini Buses =	Both Totals
Central	170	35	205	185	39	224
Coral Way	209	16	235	228	16	244
Northeast	223	0	223	237	0	237
<b>Totals</b>	<b>602</b>	<b>51</b>	<b>653</b>	<b>650</b>	<b>55</b>	<b>705</b>

<u>SATURDAY</u>	<u>AM PEAK</u>			<u>PM PEAK</u>		
Division	Big Buses	Mini Buses =	Both Totals	Big Buses	Mini Buses =	Both Totals
Central	124	23	147	150	24	174

Coral Way	100	5	105	114	8	122
Northeast	107	0	107	129	0	129
<b>Totals</b>	<b>331</b>	<b>28</b>	<b>359</b>	<b>393</b>	<b>32</b>	<b>425</b>

<u>SUNDAY</u>	<u>AM PEAK</u>		Both	<u>PM PEAK</u>		Both
	Big Buses	Mini Buses = Totals		Big Buses	Mini Buses = Totals	
Central	103	19	122	123	23	146
Coral Way	79	6	85	97	7	104
Northeast	89	0	89	101	0	101
<b>Totals</b>	<b>271</b>	<b>25</b>	<b>296</b>	<b>321</b>	<b>30</b>	<b>351</b>

**3.8 TIRE TESTING**

The County reserves the right to install test tires of a make other than the awarded bidder's on its vehicles; such test tires shall not exceed 5% (five percent) of the vehicles covered by this Contract at any time, provided such tires are being tested for the purpose of improving operations and the County has granted approval in writing.

**3.9 TIRE SPECIFICATIONS**

All bus tires supplied by the awarded bidder must meet the following minimum specifications. Any changes shall be submitted to the County in advance for approval.

- a) Tubeless with valve and metal caps;
- b) Steel radial ply construction (Load Range as Specified in Section 3.15)
- c) The treads must be a minimum of 18/32 inches deep over 6/32-inch minimum of base gauge re-groovable rubber;
- d) Must be suitable for highway use at speeds up to 65 mph and must not be adversely affected by operation on buses in the South Florida Sub-tropical Marine Environment with the following ranges of environmental conditions:
  - 1.) ambient temperatures of 20 degrees Fahrenheit to 105 degrees Fahrenheit.
  - 2.) relative humidity of 20% to 100% condensing
  - 3.) average of 183 hours per year of thunderstorms with lightning.

- 4.) maximum rainfall of 12 inches in 24 hours
- 5.) average rainfall of 59.6 inches per year.

All minibus tires supplied by the awarded bidder must meet the following minimum specifications:

- a) Tubeless with valve and metal caps
- b) Steel radial ply construction (Load Range as specified in Section 3.15)
- c) Must be suitable for highway use at speeds not less than 65 mph and must not be adversely affected by operation on vehicles in the South Florida Sub-tropical Marine Environment with the following ranges of environmental conditions:
  - 1.) ambient temperatures of 20 degrees Fahrenheit to 105 degrees Fahrenheit.
  - 2.) relative humidity of 20% to 100% condensing.
  - 3.) average of 183 hours per year of thunderstorms with lightening.
  - 4.) maximum rainfall of 12 inches in 24 hours.
  - 5.) average rainfall of 59.6 inches per year

Bus tires may be re-grooved or retread provided that 3/32 of an inch under tread remains after re-grooving or retread. Retread tire treads must be bonded to the casing by a hot or cold retread process. All retread tires must be indelibly stamped to identify them as such. Re-grooved or retread tires shall not be used on the front wheels of any vehicles.

The awarded bidder must replace fleet vehicle tires when the tread depth at any point on the tread measures 4/32 of an inch on front tires and 2/32 of an inch on rear tires.

Awarded bidder shall not provide tires, which because of their condition; interfere with the use, operation, or safety of buses and minibuses or are unfit for further service. If found on any vehicle, the County will notify the Contractor as to the condition of such defective tires. The awarded bidder shall immediately remove those tires from service.

### **3.10 VEHICLE TIRE SERVICE AND FEES**

The awarded bidder shall perform the following tasks on buses and vehicles made available for service for tires owned or leased by the County and for tires owned by the awarded bidder and leased to the County:

- a) Maintain a sufficient supply of tires to guarantee continuity of service.
- b) Mount and dismount tires on and from wheel rims supplied by the County.
- c) Repair tires as required.
- d) Re-groove and recap tires.

- e) Static balance all front tires.
- f) Dispose of scrap tires within one (1) week of removal from service:
  - Tires owned by DTPW and supplied by the awarded bidder or other sources
  - Tires obtained under this Contract by other County departments
  - Tires owned by the awarded bidder

The awarded bidder shall pay all disposal fees including, but not limited to, the Florida waste tax.

- g) Furnish all supplies (wheel weights, valve stems and caps, repair materials, mounting lubricant, etc.) tools, equipment, and transportation as may be required, except those items as listed in Section 3.0, paragraph 3.12, which will be furnished by the County.
- h) Perform wheel assembly changes on all vehicles and torque lug nuts in accordance with vehicle manufactures specifications. The awarded bidder will re-torque all lug nuts as per specifications, between 50 – 100 miles after any wheel replacement or after one day of service using toque putty to indicate lug nuts have been properly torqued. Torque the lug nuts after a brake re-line or wheel replacement by DTPW personnel before the bus goes into service. The County will provide records of brake re-lines or wheel replacements completed by DTPW personnel before the bus goes back into service to ensure that the Bidder re-torques all lug nuts as required.
- i) Reverse position of front tires as necessary to maximize tire mileage.
- j) Reverse position of curb damaged tires to protect sidewalls.
- k) Mate rear dual tires. The difference in circumference of tires matched for use shall not exceed 0.5 inches. Only shiny and clean rims should be used on the outer tires.
- l) Visually inspect tires, wheels, and mountings for evidence of adverse mechanical conditions, including but not limited to, misalignment, loose wheel bearings, worn radius rod bushings, loose or missing lug nuts. For vehicles with independent suspension, wheel alignment will be checked visually.
- m) All tires shall be inflated to conform to approved standards of the Tire and Rim Association, Inc. or as may be mutually agreed upon by the County and the awarded bidder. The awarded bidder shall inspect the tires of each available vehicle every fourteen (14) days, at minimum, and adjust inflation, if necessary.
- n) All tire pressure monitors, if equipped, must be re-installed during the tire mounting process. The tire monitoring system must be checked and calibrated when wheels are installed on the bus.
- o) Reinstall skirt panels if equipped.

The awarded bidder shall monitor all vehicle tires covered under this Contract to ensure that all conditions and requirements listed above are met at all times during the term of the contract. In the event of a dispute between the awarded bidder and the County regarding the fitness and/or safety of a tire, the County, in its sole discretion, shall determine the fitness and/or safety of the tire.

**3.11 CLEANING AND PREPARATION SERVICES OF WHEELS / RIMS**

The awarded bidder shall provide the following services:

- a) Aluminum rims must be cleaned, shined, and de-burred in preparation for service. Steel wool or abrasive chemicals that affect the factory sealed coating on the rims shall not be used for cleaning.
- b) Cleaned wheel rims shall be visually inspected for signs of metal fatigue and cracking. Any wheel rims showing such defects shall be returned to DTPW for inspection.
- c) Ensure that mounting surfaces and hardware are clean and free of rust, dirt, and foreign material.
- d) Ensure that wheel/hub clearance is within specification through use of the go/no go gauge.
- e) Apply a thin coat of Anti-Seize compound (TG8030CO0001) to the hub pilot to prevent galling.
- f) Prior to installing the lug nuts, apply two drops of oil (15W-40) at one point between the nut flange and hex.

**3.12 COUNTY / CONTRACTOR FURNISHED FACILITIES AND EQUIPMENT**

The awarded bidder shall supply and maintain all necessary tools and equipment at each of the service sites including, but not limited to, the following equipment:

- Tire mounting machines
- Tire re-groovers
- Tire spreaders
- Balancing machines
- Heavy duty air wrenches
- Torque wrenches
- Sockets

The County will provide at each of the service sites the following space and equipment:

- One shop bay
- Vehicle lift
- Shop air
- Non-Portable water
- Shop Electricity

The awarded bidder shall maintain at least annual calibration certifications on all torque wrenches and provide calibration documentation to the DTPW Division Chief at each location for file retention. Any costs related to the replacement of lost equipment or damages due to improper use will be borne by the awarded bidder.

**3.13 PURCHASE OF TIRES UPON TERMINATION**

At termination of this Contract, the County may purchase from the awarded bidder all mileage remaining on the tires in use. Tires in use are only those used tires mounted on wheel rims and will include both those already installed on vehicles and those in inventory. A cash purchase price will be calculated by multiplying the tire mileage remaining on the tires by the mileage rates in effect for the preceding twelve-month period before the Contract termination date. The mileage remaining shall be determined by subtracting the mileage the tires have run in service from the average mileage recorded for all tires of the same group (original tread or retreaded) removed from service during the preceding twelve month period to the termination of the Contract. Payment to the awarded bidder for the remaining mileage will be made in equal monthly installments over a period of twelve months with the first payment to be made within sixty (60) days of the termination of the Contract. Such tires may be purchased where they are and as they are, without warranties or representations of any kind. Any unused tires, unused retreads, and any unmounted used tires in inventory shall be removed by the awarded bidder at no cost to the County.

The awarded bidder, at the termination of this Contract, shall remove all of its personal property with the exception of that property, which the County has agreed to purchase, within thirty (30) calendar days. Any personal property of the awarded bidder which is not removed in accordance with this Section will be removed by the County and stored in an outside storage container at the bidder's expense.

Failure on the part of the awarded bidder to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title to the County for whatever disposition is deemed to be in the best interests of the County. If the awarded bidder has any property in its possession belonging to the County, the awarded bidder will account for the same, and dispose of it in the manner the County directs.

**3.14 ROAD CALLS**

The County's authorized Flat Tire Service Agent will pick up replacement tires, from the nearest tire facility, and return damaged tires to the same facility as replacement. The awarded bidder will provide documentation to the authorized Flat Tire Agent and the County of all replacement tires provided to the Flat Tire Agent and damaged tires received. The awarded bidder will monitor inventory and the location of all leased tires. The County or the County's authorized Flat Tire Service Agent will provide documentation containing road call information (for example: vehicle number, wheel position, brand numbers, etc.)

**3.15 FLEET DATA**

DTPW uses re-groovable, tubeless, and radial tires on its fleet of buses and minibuses. The following is a listing of current tire sizes and load ratings per group.

**GROUP 1 – 32' BUS – LOW FLOOR, GVW 31,500lb**

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
75	Optima	Opus	H	285/70R19.5
				Dual Rears

**GROUP 2 – 32' BUS – FLOOR???, GVW ???lb Will TO VERIFY FLOOR, MODEL AND GWW'S**

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
3	Gillig	N/A	J	275/70R 22.5 Dual Rears

**GROUP 3 – 40' BUS – MOBILE COMMAND CENTER, GVW 36,900lb & 39,500lb**

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
1	GMC	RTS-II-04	J	305/85R x 22.5
10	Flexible	Metro 40'	J	305/85R x 22.5 Dual Rears

**GROUP 4 – 40' BUS – STANDARD FLOOR, GVW 40,600lb**

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
6	NABI	NABI 40SFW	J	305/85R x 22.5 Dual Rears

**GROUP 5 – 40' BUS – LOW FLOOR, GVW 42,000lb**

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
713	NABI	NABI 40LFW	H	305/70R x 22.5 Dual Rears

**GROUP 6 – 40' BUS – LOW FLOOR, GVW 41,800lb**

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
35	Gillig	G30D102N4	J	305/85R x 22.5 Dual Rears

**GROUP 7 – 45' STANDARD FLOOR, GVW 48,000lb**

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
12	MCI	D4500	J	315/80R x 22.5 Dual Rears

**GROUP 8 – 60' LOW FLOOR, GVW 65,000lb**

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Load Rating</u>	<u>Tire Size</u>
25	New Flyer	DE60LFA	H	305/70R x 22.5 Dual Center Axle Dual Rears
43	NABI	60BRT-20	L	305/70R x 22.5 Dual Center Axle Dual Rears

**3.16 DEFINITIONS**

DTPW or OPERATOR – Shall mean Miami-Dade County, Department of Transportation and Public Works.

TIRE – Shall mean a casing, tube, and flap for a tube-type tire; and casing only for a tubeless tire.

BUS – Shall mean a transit bus 32', 40' and 60' long vehicle.

VEHICLE – Shall mean any Transit bus, coach, mini-bus, etc.

RIMS / WHEELS – Shall mean the equipment upon which tires are to be mounted. Rims / Wheels shall be of sizes and types to conform to the approved standard of the Tire & Rim Association of America, Inc.

BUS AND SERVICE VEHICLE MILES – Shall mean the actual number of miles of operation / travel of a bus. The methods to record bus and service vehicle miles shall be established at the discretion of DTPW (with methods reasonably designated to provide reliable mileage information). The service and vehicle miles will be calculated by means of an instrument, which will accurately record mileage of each bus and service vehicle, and may be supplemented by using vehicle operating maintenance and service schedule records to provide accurate mileage information."

LEASED TIRE MILEAGE RATE – Shall mean the rate paid to the bidder for the use of the bidder manufactured tires.

VEHICLE TIRE SERVICE RATE – Shall mean the rate paid for repairing, servicing, and maintaining all tires in revenue service and shall be a separate additional charge for bidder manufactured tires and the only rate applied against pre-contract (run-out) and DTPW uniquely branded tires.

PERMANENTLY UNFIT FOR SERVICE (SCRAP TIRES) – Shall mean any tire, which through damage or use has completed its useable life and is not to be used in any additional revenue service.

DAMAGED / ABUSED TIRE – Shall not include tires which have accumulated bus mileage equal to or greater than the average mileage and must be removed after evaluation as permanently unfit for service.

NFPA – Shall mean the National Fire Protection Association

NIOSH – Shall mean the National Institute of Occupational Safety Hazard

OSHA – Shall mean the Occupational Safety and Health Administration

FMCSA – Shall mean the Federal Motor Carrier Safety Administration

TIRE FITNESS – Shall mean the tire meets or exceeds all appropriate specifications contained in this contract

DEFECTIVE TIRE – Shall mean tires which because of their condition, interfere with the used, and/or safety of buses, or minibuses.

