

This document is a draft of a planned solicitation and is subject to change without notice.

SOLICITATION TITLE: TIRES FOR PASSENGER AND COMMERCIAL VEHICLES

SOLICITATION NO.: FB-00441

**SECTION 2
SPECIAL TERMS AND CONDITIONS**

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of new tires for Miami-Dade County ("the County") on behalf of the County's various departments. Tires are required for both passenger and commercial vehicles, and mobile equipment as defined by Paragraph 3.3.2.

2.2 TERM OF CONTRACT

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 distributed by the County's Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years. Group 1 pricing will expire after one (1) year from the award date. The Group 2 vendor pool will expire after five (5) years from the award date, on the last day of the last month of the contract term. The expressed and/or implied warranty periods shall remain in effect regardless of the term of the contract.

2.3 METHOD OF AWARD

2.3.1 Group 1 - Tires Size per line item

Award will be made to the lowest price, responsive and responsible Bidder for each line item. Bidders may only bid the items of their interest and are not obligated to submit a bid price for all items. Bidders are required to submit with their bid, all specified requested information, documents, and attachments as proof of compliance, in accordance with the requirements of Paragraph 2.4.

2.3.2 Group 2 - Pre-qualified Pool for New Tires (not listed in Group 1)

- A. All responsive, responsible, and qualified bidders will be qualified to participate in the pre-qualified vendor pool. Bidders shall be deemed by the County as being qualified in accordance with requirements of Paragraph 2.4. Bidders shall identify the manufacturers they are authorized to represent by selecting the applicable item on Attachment A "Price Schedule", Group 2.
- B. Pre-qualified Vendors will be accessed by the County departments to obtain Spot Market quotations on an as-needed basis. It is anticipated that the County's future purchase of new vehicles and mobile equipment, defined by Paragraph 3.3.2, may necessitate the incorporation of tire brands and tire types not currently specified. Competitive quotations will be requested by the County from the Group 2 pre-qualified vendors pool, for the acquisition of these tires.

This document is a draft of a planned solicitation and is subject to change without notice.

SOLICITATION TITLE: TIRES FOR PASSENGER AND COMMERCIAL VEHICLES

SOLICITATION NO.: FB-00441

2.4 BIDDER QUALIFICATIONS (Group 1 and 2)

Bidders shall be an authorized dealer, distributor, or reseller for the specific tire brand. Bidders should submit documentation showing compliance with this requirement, in the form of a signed letter from the manufacturer, an executed agreement, or a designation on the manufacturer's website. Awarded bidders must maintain their manufacturer's agreement as an authorized agent to remain qualified to provide products under this agreement. An awarded bidder may be deemed as being in default of this agreement by failing to retain their manufacturer's authorization to sell an awarded product.

2.5 TIRE FEES (Group 1 and 2)

2.5.1 Old Tire Removal Fee

In accordance with the fee schedule listed below, fee will be paid by the County to the awarded Bidder for each old tire removed from County property, on a one-to-one basis for each new tire purchased by the County. The fee shall be listed as a separate line item on invoices, unless the County decides to keep the old tires. Tire Removal Fees will be fixed and firm during the term of the contract:

Old Tire Removal Fee Schedule	
Tire Category	Fee per Each Tire
Passenger	\$2.00
Light Truck	\$3.00
Commercial and Medium Truck	\$7.00
Off The Road (OTR) and Agricultural	\$10.00

2.5.2 New Tire Fee

The New Tire Fee shall be applicable pursuant to Section 403. 718, Florida Statutes. See the link below:

http://dor.myflorida.com/Forms_library/current/gt800037.pdf

The current New Tire Fee is \$1 per new tire sold for use on a motor vehicle. The amount of the fees may change in accordance with Florida Statute. This fee is imposed on retail dealers that sell new motor vehicle tires. The fee is due whether the new motor vehicle tire is sold separately or as a component part of a vehicle. The fee is due on sales of new motor vehicle tires sold to governmental entities or nonprofit organizations. Retail dealers are required to separately state the fee on the sales invoice and include the fee in the amount subject to sales tax (Miami-Dade County is exempt from sales tax). A "new tire" is one that has never been used, this does not include recaps.

A "motor vehicle" is one that transports people or cargo such as:

- automobiles
- motorcycles
- trucks

This document is a draft of a planned solicitation and is subject to change without notice.

SOLICITATION TITLE: TIRES FOR PASSENGER AND COMMERCIAL VEHICLES

SOLICITATION NO.: FB-00441

- trailers
- semi-trailers
- truck tractors

It also includes vehicles that operate on and off the roads of Florida, such as:

- golf carts
- all-terrain vehicles
- travel trailers

The fee is not imposed on:

- New tires sold for resale. The selling dealer must obtain a copy of the purchaser's Florida Annual Resale Certificate or a resale authorization number issued by the Department.
- New tires for use on vehicles that are muscle driven, track driven, or used on a farm, including bicycles, mopeds, and farm trailers. When new tires are sold to a farmer, the selling dealer must obtain an exemption certificate from the farmer.

When a tire is returned for a "full credit," the dealer may take a credit for the fee paid. If a new tire is "swapped" at no charge, no fee is due on the new tire. If a partial refund is given on the purchase of a new tire, the entire fee is due on the new tire sold.

2.6 SHIPPING AND DELIVERY (Group 1 and 2)

2.6.1 Shipping Terms

All bidders shall quote prices based on F.O.B. Destination Point and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

2.6.2 Delivery of In Stock Tires

- A. The vendor(s) shall deliver all in-stock tires within 24 hours after receipt of an order from a County user department. When a vendor is located outside of the Miami-Dade and Broward County area, the costs of shipping to comply with the required 24 hour delivery schedule shall be borne solely by the vendor. All deliveries shall be made in accordance with good commercial practice and all delivery schedules shall be adhered to by the successful vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes clearly beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the delivery time or date so that a revised delivery schedule can be appropriately considered by the County.
- B. Should the vendor(s) to whom this contract is awarded fail to deliver items under any individual order within the delivery time stated above, the County reserves the right to cancel the specific order, unless a specific back order provision dictating otherwise is included in this contract. If the specific order is cancelled, it is hereby understood and agreed that the vendor may be charged with any associated re-procurement costs. If the vendor fails to honor these re-

This document is a draft of a planned solicitation and is subject to change without notice.

SOLICITATION TITLE: TIRES FOR PASSENGER AND COMMERCIAL VEHICLES

SOLICITATION NO.: FB-00441

procurement costs, the County may terminate the vendor's contract.

- C. All items ordered by Miami-Dade County will be delivered by the vendor to the facility placing the order, at no additional charge (i.e. no freight or shipping charges allowed).

2.6.3 Delivery of Non-Standard Stock Tires

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date because it is special order part (not in stock) or due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall ensure that such back orders are filled within three (3) business days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the vendor for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the vendor from the contract for default.

2.6.4 Acceptance of Tires upon Delivery

The tires to be provided hereunder shall be delivered to the County full in compliance with the specifications and requirements set forth in this contract, in accordance with Section 3. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned to the vendor, at the vendor's expense. At the County's option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.7 **WARRANTY (Group 1 and 2)**

2.7.1 Type of Warranty Coverage Required

The vendor should provide a copy of its written warranty certificates with its bid submittal. Failure to meet this requirement may result in the offer being rejected. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

2.7.2 Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within three (3) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the vendor for any additional costs that are incurred by the County for the items; either

This document is a draft of a planned solicitation and is subject to change without notice.

SOLICITATION TITLE: TIRES FOR PASSENGER AND COMMERCIAL VEHICLES

SOLICITATION NO.: FB-00441

through a credit memorandum or through invoicing. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the vendor terminated from the contract or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.7.3 Tires Delivered as "New" Under This Agreement

The vendor hereby acknowledges and agrees that all tires, except where recycled content is specifically requested, which is supplied by the vendor in accordance with the terms of this solicitation and the resulting contract, shall be new and warranted and fit for a particular purpose.

2.8 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is for specific Miami-Dade County Departments, it is hereby agreed and understood that any Miami-Dade County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s). Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

2.9 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").

2.10 OMISSION FROM THE CONTRACT

The apparent silence of the contract regarding any details or the omission from the contract of a detailed description concerning any requirement for providing the contracted service shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality shall be used by the vendor. All interpretations of the contract shall be made upon the basis of this provision.

2.11 PURCHASE OF OTHER TIRES

- A. The County reserves the right to add new line items, by tire manufacturer's brand name and categories not listed within this solicitation at any time during the term of the contract, or resolicit line items that are no longer competitive. If the County elects to add the aforementioned line items, it will solicit by issuing a supplemental competitive solicitation. The method of award will be the same as described in Paragraph 2.3.
- B. During the term of this contract, the County reserves the right to add new qualified vendors that meet the minimum requirements of this bid or remove non-responsible vendors as it deems necessary. The County reserves the right to add or remove brand names as it deems necessary to meet current requirements of the County.

SECTION 3 WORK SCOPE

3.1 SCOPE OF WORK

The awarded vendor(s) shall provide specific brands of tires as specified by the County. The solicitation is categorized into two groups/requirements:

A. Group 1 – Specified Tires

The awarded vendor(s) shall provide new tires as specified in the Tire Schedule, Paragraph 3.3.1, for vehicles and mobile equipment defined by Paragraph 3.3.2, on an as-needed basis by various County departments. No brand, model, or size substitutions will be allowed under this group.

Dismount and Mount services for the solid tire on the rim assembly are solely required for Item No. 32 of the Tire Schedule. This work shall be performed on the vendor's premises.

B. Group 2- Unspecified Tires

All responsive, responsible, and qualified bidders will be approved for the open pre-qualified vendor pool. Bidders shall be deemed by the County as being qualified in accordance with requirements of Paragraph 2.4. The vendor pool will participate in future Spot Market Quotes for tires not specified under Group 1, for

3.2 TIRE PRICING

Bid prices for Group 1 and Group 2, when solicited, shall include all delivery costs, all taxes and fees, except the Old Tire Removal Fee and State of Florida's New Tire Fee listed in Paragraphs 2.5.1 and 2.5.2.

3.3 MANUFACTURER BRAND NAMES AND CATEGORIES

Awarded vendors(s) shall furnish and deliver new tires by the Manufacturer model number and tire size as listed in the Tire Schedule.

3.3.1 Tire Schedule

The following this the Tire Schedule (Group 1):

GROUP 1				
Line Item No.	County Dept.	Model No.	Size	Est. Quantity for 12 months
1	Fleet	AT489	25x10.00x12	40
2	Fleet	AT489	25x11.00x12	40
3	Fleet	US TRAIL TL	20.5x8x10	10
4	Fleet	VancoFourSeason	195/70R15C	100
5	Fleet	Trailer	7.50x16 E	4
6	Fleet	G282	12R22.5	18
7	Fleet	G287	315/80R22.5	12
8	Fleet	G661	255/70R22.5	12
9	Fleet	LRC (trailer)	St175/80R13	8
10	Fleet	G622	245/70R19.5	18
11	Fleet	G114	215-75-17.5	20
12	Fleet	G114	9-14.5LT	10
13	MDFR	G647	245-70R19.5	244
14	MDFR	G661	275-70R22.5	88
15	MDFR	G661	11R22.5	64
16	MDFR	HA3 LRJ	305-70R22.5	124
17	MDFR	G289	315-80R22.5	88
18	MDFR	G661	12R22.5	171
19	MDFR	G296	425-65R22.5	88
20	MDFR	G296	385-65R22.5	108
21	MDFR	HSR1 LRH	245-70R19.5	55
22	Fleet	Dynapro AT-M	LT235/75R15	10
23	Fleet	OPTIMO H724	P175/65R14	10
24	Fleet	OPTIMO H724	P175/70R14	10
25	Fleet	Trailer	700-15D	6
26	Fleet	Bossman Grip 2 L4	12x16.5	16
27	Fleet	Razor back GX R4	19.5L.24	4
28	Fleet	Agri Trac R1	16.9 R30	6
29	Fleet	Agri Trac R1	13.9 x24	10
30	Fleet	Agri trac R1	14.9x24	10

31	Fleet	L4A	12x16.6	16
32	Fleet	*Multi Trac	24x8.50x14	4
33	Fleet	R4 HXD	19.5L.25	4
34	MDAD	(Best Match)	18 X 8.50-8NHS	12
35	MDAD	(Best Match)	13 X 6.50-6NHS	2
36	MDAD	(Best Match)	16 X 6.50-8	4
37	MDAD	(Best Match)	4.80 X 8NHS	6
38	MDAD	(Best Match)	23 X 10.50-12NHS 04	4
39	MDAD	(Best Match)	23 X 9.50-12NHS	4
40	MDAD	(Best Match)	9R17.5-16 G114	4
41	MDAD	(Best Match)	23 X 8.50-12	4
42	MDAD	(Best Match)	22.5 X 10.00-8NHS	2
43	MDAD	(Best Match)	13 X 5.00-6 4P	2
44	MDAD	(Best Match)	6.50-16SL	4

The following is the Tire Schedule (Group 2), there is no estimated quantity forecast available for these brands:

1	Alliance	12	Kelly
2	BF Goodrich	13	Michelin
3	Bridgestone	14	Pirelli
4	Carlisle	15	Power Kings
5	Continental	16	Solideal
6	Dunlop	17	Titan
7	Firestone	18	Trelleborg
8	Galaxy	19	TY Cushion Tire
9	General	20	Uniroyal
10	Goodyear	21	Yokohama
11	Hankook		

3.3.2 Vehicles Types Serviced by this Contract (Group 1 and 2)

Typical vehicles requiring tires supplied by this agreement include, but are not limited to, the following:

- A. Passenger Car and Pursuit/Emergency High Speed: common passenger, police cars, ambulances, and other high speed emergency vehicles.
- B. Light Truck: pick-up trucks, sports utility vehicles, and trailers.
- C. Commercial and Medium Trucks: buses, semi-trucks/trailers, delivery vans, cargo trucks, non-tactical military supply trucks, and troop carriers.
- D. Off-Road and Agricultural: forklifts, wheel loaders, graders, backhoes, trenchers, farm tractors, and off-road utility.

3.4 REMOVAL OF TIRES (Group 1 and 2)

Upon delivering tires to the County, the awarded Bidder shall pick up and remove an equal number of used tires. However, the removal may be required at a later date. All used tires must be disposed of in accordance with all federal, state, and local regulations. The County has the option of keeping used tires. If the County keeps used tires, the removal fees shall not be charged to the County.