



REQUEST FOR QUOTES No. 19-058

Conventional Transit Bus Tire Related Services

ISSUED: September 11, 2019

CLOSING DATE AND TIME:

Submissions must be received at the Closing Location on or before:

3:00 PM (15:00 hrs) Local Time on September 25, 2019

Regional District of Nanaimo (RDN) Contact for Questions:

Brandon Miller, Superintendent, Transportation Services

Telephone: 250-390-6755

Email: bmiller@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Quotes will not be opened in public



Instructions to Proponents

Closing Date/Time/Location

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on September 25, 2019. Select one (1) of the Submission Methods below:

1. By Email: With "19-058 Tire Services" as the subject line at this electronic address:
bmiller@rdn.bc.ca
Please note: Maximum email file size limit is 20MB, or less.
2. By hand/courier delivery: One (1) copy of the Quote Form enclosed and sealed in an envelope clearly marked: "19-058 Tire Services" delivered to the:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2
Attention: Brandon Miller, Superintendent, Transportation Services

Submissions received by facsimile will not be accepted.

Amendments

Quotes may be amended in writing and sent via email at bmiller@rdn.bc.ca on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda

If the RDN determines that an amendment is required, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the RFQ. No amendment of any kind to the RFQ is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Vendor to check and ensure any and all amendments are included prior to submitting their final submission.

Withdrawal of Submissions

Vendors may withdraw their submission at any time by submitting a written withdrawal email to bmiller@rdn.bc.ca on or before the closing.

Unsuccessful Vendors

The District will offer debriefings to unsuccessful Vendors, on request, at a mutually agreeable time.



1. INTRODUCTION

The Regional District (RDN) is seeking one (1) qualified and experienced tire service provider to supply tire related services on an as and when required basis to support its fifty four (54) conventional transit buses.

The RDN Transit Yard located at 6300 Hammond Bay Road, Nanaimo, B.C.

There is no implied guarantee of a quantity of products or Tire Related Services ordered by the RDN over the term of the Contract. Quantities contained in this RFQ are solely to assist Bidders to understand historical quantities and projections, but is not a guarantee of future purchases.

The term of this agreement will be on a one (1) year trial basis from date of award. If the supplier's performance during the trial period is to the satisfaction of the RDN, the agreement will be extended for a further four (4) years. The RDN reserves the right to cancel this agreement after the one (1) year trial basis and proceed in a different manner if, in the sole opinion of the RDN, the supplier's performance is deemed to be substandard.

The RDN would be willing to expand the program to include the supply of tires and related services for its nineteen (19) Handy Dart buses and its twenty four (24) light duty vehicles with the successful supplier.

Firm pricing is required for the first year. Annual price increases for each subsequent contract year will be based on the average consumer price index (CPI) for British Columbia for the 12 month period immediately preceding the contract anniversary date unless otherwise mutually agreed between the parties.

2. SPECIFICATIONS & SCOPE OF SERVICES

The Regional District of Nanaimo has a National Account for Michelin tires.

For the conventional transit buses:

- a) Tire size is 305/70R-22.5;
- b) New steer tires are Michelin X INCITY Z Tire;
- c) Retreads are Michelin XDS 2+ Pre-Mold Retread. The RDN runs these tires year round.

The RDN estimates 300 changeovers per year for evaluation purposes.

The successful service provider will:

- a) Purchase new tires and retread tires using the RDN's account. The RDN will be billed directly by Michelin;
- b) Take delivery of the tires at their facility;
- c) Mount and balance;



- d) Deliver to the RDN Transit Yard;
- e) Pickup old casings from RDN Transit Yard;
- f) Dismount and either ship to the retread facility or recycle if they are outside their life cycle.
- g) Annual tire survey.

Tire related services may include but not be limited to:

- Tire inspection;
- Tire rotation,
- Tire pressure checks;
- Wheel Torque Indicator;
- Mounting and demounting;
- Balancing and re-balancing;
- Road Side Services;
- Pick up & delivery service

The majority of the work for tire related services will be performed at the Suppliers location. Occasionally there will be the request to have tire related services performed at a RDN facility or request for Roadside Services.

The Contractor must be able to provide Roadside Services for conventional transit buses.

The RDN may require Roadside Service for flat repairs or tire exchange after normal business hours, Monday to Friday 5:30 p.m. - 6:00 a.m., including weekends and statutory holidays.

All Roadside Service is within the Regional District of Nanaimo limits.

All Retreads shall conform to specifications listed in the National Tire Dealers and the most recent edition of the Retreader's Association Inc. <http://www.retreadtire.org/>.

All tread/tire design must be approved by the RDN prior to work being completed. Tires will be retread in amounts as agreed with and specified by the RDN. Tread design shall be "traction tread". The tread compound used shall be stated and must conform to the guaranteed mileage specifications.

Minimum tread depth shall be of Department of Transportation or BC Ministry of Transportation standard. The Contractor shall provide retread prorated warranty for minimum tread depth of tire wear. Each retread shall be guaranteed free from defects in workmanship and materials for the life of the tread.

The maximum "Turn Around" time for Retreading should be no more than fourteen (14) working days.

Casings having or requiring section repairs may be considered for a recap where in the opinion and recommendation of the retread provider, the recapped tire will perform safely under intended loads



and vehicle applications. The manufacturer's specifications and descriptive material for recapping shall be attached to each quotation.

The Contractor, upon inspection, shall report to the RDN any casings not suitable for recapping along with their respective brand numbers.

Rejected casings are not required to be returned from the factory on all occasions; however, there may be on occasion to return a number of rejected casings for inspection and verification purposes to evaluate options for reducing casing damages in the future.

The Contractor is responsible for removal and recycling of discarded used tires and wheels from the RDN's Fleet Shop and service call areas, pricing to be provided in both Schedule A and Schedule B – Tire Disposal Fee. All used tires must be disposed of in accordance with current regulations and laws.

3. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider making revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

4. GENERAL CONDITIONS

4.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

4.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

4.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

4.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.



4.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

4.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

4.7 No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

4.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

4.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.



**REQUEST FOR QUOTE No. 19-058 FORM
RDN TRANSPORTATION SERVICES
CONVENTIONAL TRANSIT BUS TIRE SERVICES
Page 1 of 3**

Date: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

To: Regional District of Nanaimo

Having carefully examined all of the tender documents including all Addenda issued as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to perform the Work set forth in the aforesaid documents for the Pricing. Prices include the Contractor's labour, material, equipment, material costs, and overhead and profit. Pricing is excluding PST & GST.

PRICING

Tire Servicing

Includes ordering, pickup & delivery, mounting, balancing and anything else required to provide the service in a turnkey manner with exception of tire disposal which shall be priced separately.

Estimated Quantity 300: Conventional Transit Bus Tire Changeovers

Price each: \$ _____

Tire Disposal Fee: \$ _____

Typical Turnaround Time: _____

Labour Warranty: _____



Roadside Services – Flat Rate

The Contractor must be able to provide Roadside Services for conventional transit buses.

Provide details on the resources your firm has available for roadside service.

Flat repair for tires still under warranty: \$ _____

Flat Repair for tires outside warranty: \$ _____

Roadside service charge during regular hours: \$ _____

What are your regular business hours and regular work days: _____

Roadside service after regular business hours: \$ _____

Roadside service on statutory holidays: \$ _____

Roadside service on weekends: \$ _____

Any other charges not identified (please describe): _____

Value Added

Please describe in detail any other value added services you are prepared to offer the RDN.



ACCEPTANCE

- .1 This quote is open to acceptance for a period of thirty (30) days from the date of bid closing.
- .2 We understand that the lowest or any quote will not necessarily be accepted. All quotes will be evaluated on service, quality, value added and price.
- .3 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .4 Pricing is firm for 1 year from the date of notification of award.
- .5 The RDN does not pay any fuel surcharges.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)



REGIONAL DISTRICT OF NANAIMO
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the <day> day of <month>, <year>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

<Vendor name>
<Street address>
<City, Province>
<Postal code>

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Services") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <mm/dd/yy> and ending on <mm/dd/yy>, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will at all times be an independent contractor and not the servant, employee or agent of the Regional District.



5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from any and all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

Prior to the commencement of the Services the Contractor shall provide a certificate of general commercial liability insurance in the amount of \$2,000,000 which shall provide coverage for property damage and third party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance in the event that the insurance policy is cancelled. Automotive Third Party Liability Insurance in an amount not less than \$2,000,000 for all owned and non-owned vehicles used in the performance of the services.

8. WCB Coverage

The Contractor will provide to the Regional District, prior to the commencement of the Term, evidence satisfactory to the Regional District that the Contractor has paid and satisfied any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.

Proprietors and partners in a partnership who operate an independent business without WorkSafe BC outlined above must be registered with WorkSafe BC and have Personal Optional Protection coverage.

9. Termination

Notwithstanding any other provision of this Agreement:

- (a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor.
- (b) Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.



SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

Printed Name and Title

Signature

For the Contractor:

Printed Name and Title

Signature



SCHEDULE "A"

SCOPE OF WORK

The Contractor shall provide the Services as outlined below:

<Enter scope of services here>

The contractor will supply all of the labour, equipment and vehicles necessary to perform the work in a turnkey manner.

SCHEDULE "B"

FEES & EXPENSES

Payment by the Regional District to the Contractor will be upon receipt of monthly written invoices from the Contractor for completed services on a net 30 days basis. (Invoices shall contain a written statement of account showing the calculation of all fees and expenses claimed.)

<Fees and expenses (if any) here>