

# **REQUEST FOR QUOTE No. 21-080**

# **Conventional & Custom Bus Tire Services**

ISSUED: October 20, 2021

# CLOSING DATE AND TIME: Submissions must be received on or before: 3:00 PM (15:00 hrs) Local Time on November 3, 2021

# Submissions and Questions are to be directed to:

Dillan Eckel, Superintendent, Fleet & Transit Service Delivery Telephone: 778-674-1317 Email: <u>deckel@rdn.bc.ca</u>

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/Submission Method**

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on November 3, 2021.

Submission Method:

By Email: In PDF format with "21-080 Bus Tire Services" as the subject line at this electronic address:

# deckel@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

#### Amendments

Quotes may be amended in writing and sent via email to the RDN contact person identified on the cover page 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 (<u>www.rdn.bc.ca</u>) and BC Bid (<u>www.bcbid.gov.bc.ca</u>) websites. Each addendum will be incorporated into the quote documents. No amendment of any kind is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final submission.

#### Withdrawal

The Proponent may withdraw their quote at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

# **Unsuccessful Vendors**

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



# 1. INTRODUCTION

The purpose of this Request for Quotes (RFQ) is to solicit submissions from qualified and experienced tire service providers to supply tire related services as required to support Fifty-four (54) conventional transit and nineteen (19) custom transit buses.

The RDN Transit Yard is located at 6300 Hammond Bay Road, Nanaimo, British Columbia.

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 basis from date of award. If the supplier's performance during the initial year is to the satisfaction of the RDN, the agreement will be extended for a further one (1) year. The RDN reserves the right to cancel this agreement after the one (1) year and proceed in a different manner.

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. SPECIFICATION & SCOPE OF SERVICES

The Regional District of Nanaimo has a National Account for Michelin tires. The RDN estimates around 300 changeovers per year for evaluation purposes only.

For the conventional transit buses:

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

For the custom transit buses;

a) Tire size 225/75R16 LT Load Range E

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 or provider;
- b) Ship, receive and take delivery of tires and retreads at their facility;
- c) Mount and balance;
- d) Pickup and delivery to the RDN Transit Yard;
- e) Tire disposal;
- f) Annual tire survey.
- g) Tire Storage



Tire related services may include but not be limited to:

- Tire and wheel inspection(Must meet BC Transit Alcoa Standards);
- Tire rotation;
- Tire pressure checks;
- Wheel torque indicator;
- Mounting and demounting;
- Balancing and re-balancing;
- Roadside services;
- Pick up & delivery service;
- Tire & rim cleaning

Most of the work for tire related services will be performed at the Supplier's location. Occasionally there may 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 and custom 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. <u>http://www.retreadtire.org/</u>.

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 5 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 several 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 Schedule A. 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 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 Quote and participating in the process, 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 Quote may not necessarily be accepted.

# 4.3 Acceptance and Rejection of Submissions

This RFQ 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 RFQ, 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 Quotes 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 RFQ, other than the RDN Contact named in this document.



# 4.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Quote 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 Quotes.

In determining whether to reject a Quote 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 Exclusion of Liability

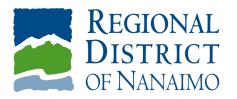
Proponents are solely responsible for their own expenses in preparing and submitting a Quote and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Quote, or participating in negotiations for a Contract, or other activity related to or arising out of this RFQ. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, by participating in this RFQ, and by submitting a Quote each Proponent shall be deemed to have agreed that it has no claim.

# 4.8 Ownership of Quotes

All Quotes, including attachments and any documentation, submitted and accepted by the RDN in response to this RFQ 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. 21-080 FORM RDN TRANSPORTATION SERVICES CONVENTIONAL & CUSTOM TRANSIT BUS TIRE SERVICES Page 1 of 2

Date:		
Company:		
Address:		
Telephone:	Email:	

To: Regional District of Nanaimo

Having carefully examined all of the RFQ 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 should include the Contractor's labour, material, equipment, material costs, overhead and profit. Pricing should excluding PST & GST.

 FIXED PRICING
 Valid From:
 To:

#### **Tire Service Pricing**

Please indicate cost per tire for the following services;

Service	Cost/Tire
Tire Changeover – Mount, Dismount & Balancing	
Truck tire mount & balance only	
Truck tire dismount only	
Wheel wash including supplies	
Pick up & delivery to/from RDN Transit	
Tire Storage	
Tire disposal fee	
Valve stems & cap replacement	
Flat repair for tires under warranty	
Flat repair for tires outside warranty	

#### **Turnaround and Labor Warranty**

Typical turnaround time:	
Labour warranty	



# Roadside Service Pricing

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

Provide details on the resources available within the RDN including hours of operation.

Service	Cost/Service
Roadside service charge during regular hours	
Roadside service after regular business hours	
Roadside service on weekend	
Roadside service on statutory holidays	
Other roadside services (Please identify and provide	
rate)	

# Value Added

Please describe in detail any other value added services that can be offered to 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 he 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 aware.
- 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: 

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(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 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>

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