



City of Coquitlam

Request for Proposals
RFP No. 16-07-03

Fleet Tires

Issue Date: October 27, 2016

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Appendix A – Product Information and Price Worksheet

[PROPOSAL SUBMISSION FORM](#)

DEFINITIONS

“Contract” means the contract for services or City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals and any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” means City of Coquitlam

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“Supplier” means the person(s) firm(s) or corporation(s) appointed by the City to supply the materials and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Supplier” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services.

“Supply” “Provide” shall mean supply and pay for and provide and pay for.

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met.

1. INSTRUCTIONS TO PROPONENTS

1.1. Description of Services

The City of Coquitlam (“City”) requests Proposals from qualified, experienced Proponents for the supply of **Fleet Tires** on an as and when requested basis for the City of Coquitlam. Deliveries of the goods will be to the City’s Works Yard.

Proponents are asked to provide as much information as possible when responding to this RFP and the Proponent should identify any specific requirements with which they are unwilling or unable to comply with.

Also refer to:

- Appendix A – Product Information and Price Worksheet

1.2. Obtaining Documents

RFP Documents are available for downloading from the City of Coquitlam website:
www.coquitlam.ca/BidOpportunities

Printing of RFP documents is the sole responsibility of the Companies.

1.3. Term of Contract

The term of the contract will be for one (1) year effective December 1, 2016 to November 30, 2017.

Upon mutual agreement of price and terms, the contract may be extended for up to four (4) additional one (1) year terms.

1.4. Closing Date & Time

Proposals will be received by the City of Coquitlam on or before 2:00 pm local time:

Thursday, November 17, 2016

1.5. Instructions for Proposal Submission

Proposal submissions are to be consolidated into one (1) .pdf file and uploaded electronically through Qfile, the City’s file transfer service accessed at website:
qfile.coquitlam.ca/bid

1. In the “Subject” field enter: RFP Number and Name
2. Add files in .pdf format and Send
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete.)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party’s network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn upon request by an authorized representative of the company sent to email: bid@coquitlam.ca prior to time set as closing time for receiving Proposals.

1.6. Inquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to: bid@coquitlam.ca

Questions are to be submitted in writing 5 business days prior to the closing date.

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City’s website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

1.7. Addenda

Proponents are required to check the City’s website for any updated information and Addenda issued before the Closing Date at the following website address: www.coquitlam.ca/BidOpportunities

If a change, or additional information related to the original version of the Request for Proposals is warranted, the City’s response will be communicated to all Proponents by means of written Addenda prior to the closing date and posted on the City’s website.

Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the City website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the City's original file copy shall prevail.

1.8. General Information

Wherever possible, the City wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

The City reserves the right to cancel any order or contract if not fulfilled within a reasonable time and in accordance with the terms and conditions specified at their sole discretion. Time shall be of the essence.

The City will not assume any responsibility or liability for any costs incurred by the Proponent in the preparation of a Proposal.

1.9. Brand Names

References to brand names, make, names of manufacturer, trade name, or vendor catalogue number are for the purpose of establishing a grade or quality of material only. It is not intended to rule out competition from equal brands or makes. All proposed products, brand names, part numbers, and specifications met are to be provided on **Appendix A**.

1.10. Privacy

Proponents are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

1.11. Prices

All Prices shall be all-inclusive stated in (Canadian Funds) and shall remain **FIRM** for the initial one (1) year term.

1.12. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

Corporate Experience and Resources

- Ability to provide all products as specified in Appendix A
- Demonstrated successful performance providing similar products and services
- References

Technical

- Delivery Lead times

Financial

- Pricing
- Restocking Fees
- Minimum Order Quantities
- Sustainable Value
- Value added

And, upon selection of one or more lead proponent(s):

- references may be contacted

No prices, scores, weights or totals will be provided to any Proponents.

1.13. Award to Multiple Proponents

The City reserves the right to award the supply of Fleet Tires to multiple Proponents.

1.14. Negotiation

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents (including pricing to meet budget) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

1.15. Irrevocability and Acceptance of Proposals

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City.

The City reserves the right to accept or reject any or all Proposals. The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

The City reserves the right to cancel this RFP at any time without recourse by the Proponent.

No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

Should a Proposal be accepted, a purchase order will be provided on an as and when requested basis.

1.16. No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

1.17. No Contract

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.18. Conflict of Interest

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

1.19. Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.20. Liability for Errors

While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the work in this RFP.

1.21. Proposal Submission

Proponents should complete and submit the information requested in this section of the RFP document on this Proposal Submission Form or in a format that has been approved and is acceptable to the City.

1.22. Examination of Proposal Documents

The Proponent must carefully examine the Proposal Documents. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the City of Coquitlam.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional requirements due to unforeseen circumstances.

All information in this RFP Document, General Conditions, Specifications, and Appendices, and any resulting Addenda will be incorporated into any Contract between the City and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.

1.23. Award

While it is the City's intention to award a contract to a single supplier, the City may award all, some or none of the goods described in this document to a single Supplier or may split award to more than one supplier.

2. GENERAL CONDITIONS OF CONTRACT

2.1 Notification of Award

The City will notify the successful Proponent (“Supplier”) in writing of its decision to award the contract.

The following general conditions will apply to this Contract. Proponents are to include with their proposal submission a full description of any deviations if they are unable to comply with any of these general conditions.

2.2 Indemnity

The Supplier shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the City, by reason of any act or omission of the Supplier, its agents, Sub-Suppliers or employees in the execution of the work.

2.3 Inspection of Goods

- a) All Goods shall be subject to inspection and test by, and shall meet the approval of the City. In case any Goods are not in conformity with the Specifications, the City shall have the right to reject them or to require correction. Goods not accepted will be returned to the Supplier at the Supplier’s expense.
- b) Acceptance or rejection of the Goods shall be made as promptly as practical, but failure to inspect and accept or reject the Goods shall not relieve the Supplier from responsibility for such Goods that do not meet the Specifications.

2.4 Default

The City reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and utilize the services of any other Supplier, if the successful Supplier:

- Fails to make delivery of the goods
- Fails to meet the City’s standard of expected and agreed level of service and performance
- Be adjudged bankrupt or makes general assignment for the benefit of creditors

2.5 Cancellation

The contract may be cancelled by the City for any reason without cause or penalty upon 30 days written notice.

The Supplier would be compensated for all materials provided up to the date of notification.

2.6 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this contract using the following dispute resolution procedures:

- a) Negotiation – the parties will make reasonable efforts to resolve any dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- b) Mediation – If all or any of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may refer the matter to mediation. Within 10 days of delivery of notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the BC International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will bear its own costs of participating in the mediation.
- c) Litigation – If within 90 days of the request of the mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice, commence litigation. The location of litigation will be Vancouver, British Columbia.

2.7 Confidentiality

The Supplier agrees that proprietary City information obtained in providing the services will be treated as confidential and not disclosed.

2.8 Advertisement

The Supplier shall not advertise its relationship with the City without prior written consent from the City.

2.9 Subletting

The Supplier will not, without the written consent of the City of Coquitlam, assign, and sublet or transfer any subsequent contract or any part thereof.

2.10 Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

2.11 Non-exclusivity

The intent of the City is to have one supplier for all of the Fleet Tire requirements, but the acceptance of any proposal, and upon award, does not entitle any Supplier to exclusive rights for the supply of goods.

2.12 Payments – Invoicing

- a) Each invoice shall be submitted in .pdf format sent to email:
apinvoices@coquitlam.ca

All invoices shall include the Purchase Order number as provided by the City.

- b) The Supplier shall be paid net 30 days or best effort from receipt of invoice and acceptance of the goods, whichever is the later, unless alternate payment terms have been agreed to between the Supplier and the City.
- c) Invoices shall show the appropriate amounts for value added taxes.

City of Coquitlam
RFP NO. 16-07-03 - Fleet Tires
Appendix A - Product Information and Price Worksheet

Complete and submit with the Proposal Submission Form

Vendor:

Item	Vehicle	Tire Size	Existing Tire Make and Model	Proposed Equivalent	Position	Unit Price	
1	Honda Fit	175/65R15	Dunlop SP31 M/S		All	\$	
2	Ford Focus	215/55R16	Continental		All	\$	
3	Ford F150	235/75R17	BFG Longtrail T/A		All	\$	
4	Ford F250	LT245/75R17	General Grabber		All	\$	
5	Ford F350-550	245/75R17	Continental Contrac		All	\$	
6	Ford Transit Van	205/65R15	Continental		All	\$	
7	Ford E250 Van	235/70R16	Michelin LTX		All	\$	
8	International Single Axle Dump	315/80R 22.5	Michelin XZUS		Steer	\$	
9	International Single Axle Dump	11R 22.5	Hercules L-301		Drive	\$	
10	Freightliner Tandem Dump	385/65R 22.5	Kumho KMA		Steer	\$	
11	Freightliner Tandem Dump	11R 22.5	Michelin XDE		Drive	\$	
12	Fire Engine	425/65R 22.5	Toyo M320		Steer	\$	
13	Fire Engine	12R 22.5	Michelin XDN 2		Drive	\$	
14	John Deere Backhoe	12.5/80-18	Galaxy		Steer	\$	
15	John Deere Backhoe	21L-24	Razorback GXR4 Primex		Drive	\$	
16	Cat Backhoe	340/80R 18 IND	Michelin XMCL		Steer	\$	
17	Cat Backhoe	500/70R 24 IND	Michelin XMCL		Drive	\$	
18	Big Tex Trailer - Flat Deck	H-190-10 Rim 6.00	Taskmaster		All	\$	
19	Jacobson Mower	29x14.00-15 NHS	Ultra Trac		Front	\$	
20	Jacobson Mower	24x12.00-12 NHS	Kenda		Rear	\$	
21	John Deere Mower	23x10.5-12 NHS	LG-306 BKT		Front	\$	
22	John Deere Mower	8x8.5-10 NHS	LG-306 BKT		Rear	\$	
23	John Deere Tractor	16.9-24 Rim 15"	Firestone		Front	\$	
24	John Deere Tractor	24.5-32 Rim 21"	Firestone		Rear	\$	
25	Champion Grader	14.00 R24 XGL	Michelin		All	\$	
26	Rescue	425/65R 22.5	Michelin XZY3		Steer	\$	
19	Ladder	315/80R 22.5	Michelin XZY3		Drive	\$	
20	Pierce Engine	425/65R 22.5	Michelin XZY		Steer	\$	
21	Pierce Engine	12R 22.5	Michelin XDN 2		Drive	\$	
22	International Tandem Dump	445/65R 2L5	Continental HTC1		Steer	\$	
23	International Tandem Dump	11R 24.5	Goodyear G244 MSD		Drive	\$	
24	International Tandem Dump	425/65R	Continental HTC1		Steer	\$	
25	International Tandem Dump	11R 24.5	Goodyear G244 MSD		Drive	\$	
26	Ford Ranger	235/75R-15	Michelin LTX AT		All	\$	
19	Ford Ranger	235/75R-16	Goodyear Wrangler RT/S		All	\$	
20	International 5T Dump	245/70R 19.5	Michelin XZE		Steer	\$	
21	International 5T Dump	245/70R 19.5	Triangle TR689		Drive	\$	
22	Dodge 500 Ram	225/70R 19.5	Michelin XDS		Steer	\$	
23	Dodge 500 Ram	225?70R 19.5	Continental HDC		Drive	\$	
TOTAL						\$	-



**City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 16-07-03**

Fleet Tires

**Proposals will be received on or before 2:00 pm local time
Thursday, November 17, 2016
(Closing date and time)**

Proposal Submission Instructions

Proposal submissions are to be consolidated into one (1) .pdf file and uploaded electronically through Qfile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the "Subject" field enter: RFP Number and Name
2. Add .pdf file and Send
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the submission process.

For assistance phone 604-927-3060 or Fax 604-927-3035.

Proposal Submission Form

**Complete and return this Proposal Submission Form with:
Appendix A – Product Information and Price Worksheet**

Submitted by: _____
(company name)

1. PRICE

1.1. Price

All products provided are to be in accordance with all governing regulatory authorities within the City of Coquitlam. The following Prices proposed are to be firm for the initial term and be F.O.B. destination to either the City’s Works Yard or various job sites within the City. In some cases, deliveries may need to be staged along a worksite.

Also refer to:

- Appendix A – Product Information and Price Worksheet

Quantities provided are based on historical and forecasted annual usage and are provided as a guideline of the City’s requirements. Actual quantities will vary. Items with zero for a quantity are provided to establish pricing. The City may order these items as required.

1.2. Minimum Order Quantities

State any minimum order quantities the City should be aware of. Minimum order quantities could include a minimum order value, minimum weight of order, or minimum pieces per order.

2. DELIVERY LEAD TIME

State the lead time from the time of order to the time of delivery.

3. PRODUCT RETURNS

Specify any product return policies and indicate if a restocking fee would apply.

Product Returns	
Return Policy	Restocking Fee (yes/no) If yes, provide fee.

4. WARRANTY

Provide warranty information below

5. PERSONNEL

Provide list of personnel that would be assigned to this contract.

The City may request verification at any time for any personnel listed.

Personnel			
Name	Position	Related Experience	Contact Information
	Sales Representative		
	Technical Support		

6. NON-COMPLIANCE

Fully describe any deviations to the requirements outlined in this RFP that your company is unable to comply with.

7. SUSTAINABLE PRACTISES AND INITIATIVES

Describe all initiatives, policies or programs that illustrate your efforts towards sustainable practises and responsibility in providing the services.

(Social/Ethical, Environmental, Economic/Financial)

8. VALUE ADDED

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City. For example, reviewing orders or drawings and proposing alternate solutions, cost saving measures, product use training, new product demos, etc.

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9. CONFLICT OF INTEREST

Proponents must disclose information regarding any relationships that may be perceived to be a conflict of interest.

10. ADDENDA

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued

11. EXPERIENCE AND REFERENCES

Proponents shall be competent and experienced in providing the goods and services in this RFP to other municipalities. Provide **municipal** references for contracts for the supply of similar goods. By submitting a proposal, Proponents agree the City may contact and verify the references provided:

Year Started	
Year Completed	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Company	
Contact Person	
Telephone and Email	
Contract Value	

12. ACCEPTANCE

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We, the undersigned, confirm that this proposal is open for acceptance by the City for a period of: _____ days.

13. AUTHORIZATION

We hereby submit our Proposal for the supply of goods as specified and in strict accordance with all referenced Terms & Conditions, Regulations and Codes, Specifications, and information provided in this RFP.

Company Name:	
Address:	
Phone:	
GST Registration No.:	
Supplier Contact: Name and Title of Individual <i>for communication related to this RFP</i> (please print)	
Contact Email:	
Name & Title of Authorized Signatory: (please print)	
	Signature:
Date:	

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

For the purpose of this RFP, electronic signatures will be accepted.