



Request for Proposal

Supply & Delivery of Tires and Related Repair Services for Niagara Falls Transit

Request for Proposal No.: **RFP20-2021**

Issued: **Tuesday, August 3rd, 2021**

Submission Deadline: **Wednesday, August 25th, 2021 by 2:00:00 pm local time**



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation to qualified and experienced proponents to submit proposals for the supply & delivery of tires and related repair services for Niagara Falls Transit, as further described in the RFP Particulars (Appendix C). The initial contract term will be for one (1) year with the option to renew for four (4) optional one (1) year periods.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Jessica Curno – Procurement Agent – jcurno@niagarafalls.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement, in the form of a Purchase Order, with the City for the provision of the Deliverables. It is the City’s intention to enter into an agreement with only one (1) legal entity per awarded contract.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Tuesday, August 3 rd , 2021
Deadline for Questions	Wednesday, August 11 th , 2021 by 2:00 pm local time
Deadline for Issuing Addenda	Wednesday, August 18 th , 2021 by 2:00 pm local time
Submission Deadline	Wednesday, August 25 th , 2021 by 2:00:00 pm local time
Anticipated Contract Award (subject to approval)	September 2021
City Contract Administrator	Vince Manicone

The RFP timetable is tentative only, and may be changed by the City at any time. For greater clarity, business days means all days that the City’s administrative office is open for business.



1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Sealed Submissions of the Proposal in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to:

Gale Centre Arena - Box Office

Attn: Procurement

5152 Thorold Stone Road, Niagara Falls, Ontario L2E 0A2

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted on or before the Submission Deadline set out in the RFP Timetable. Proposals received after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

Submissions received after the deadline, whether delivered personally, or if mailed, regardless of post markings, will not be considered. Fax or electronic (e-mail) submissions will not be accepted.

1.5.3 Proposals to be Submitted in Prescribed Format

Proposals should be comprised, formatted and submitted in 3 envelopes as indicated below:

Envelope #1

One (1) original "marked as original" and three (3) paper copies of the technical proposal in an envelope (excluding all pricing) and any attachments to such schedules (the "Pricing Documents");

One (1) electronic copy (USB Key) in either Microsoft Office or Adobe Acrobat format of the complete proposal (excluding the pricing).

Envelope #2

One (1) original "marked as original" and (1) paper copy of the Respondent's Pricing Documents (Refer to Appendix B, Price Form).

Envelope #3

Envelope #1 and Envelope #2 must be sealed in envelope #3 and be clearly labelled to the following address;

Gale Centre Arena - Box Office

Attn: Procurement

5152 Thorold Stone Road, Niagara Falls, Ontario L2E 0A2



1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. If amending the proposal, a written request must be made to the City's Procurement contact.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, the proponent should contact the City's Procurement Contact. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the proposal will be excluded from further consideration. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix C).

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix C) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix C).



2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The highest scoring proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss. The City reserves the right to publish the name of the selected proponent on the electronic bidding system.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into an Agreement on the part of the City or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written Agreement. The terms and conditions found in the Request for Proposal are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing, reasonable changes in the scope or performance terms from the select proponent.

2.5.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix C), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix C) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more



proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in an integrated format, without reference to the content of websites or other external documents. The examination of the proponent's proposal should not require a reviewer to search outside the proposal for external documents. Any document not integrated with a proposal will not be considered to form part of the proposal.

3.1.4 References and Past Performance

In the evaluation process, the City may consider the proponent's references and may also consider the proponents past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.



3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations including samples supplied.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all the documents comprising this RFP and may direct questions or seek additional information in writing by e-mail to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addenda in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by way of addenda. Each addendum forms an integral part of the RFP and may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the City. In the Submission Form (Appendix A), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.



3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix C). The City may revisit, re-evaluate, and rescore, or reject the proponent's proposal or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once a written agreement is executed by the City, the other proponents may be notified directly by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after publication of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures as identified in the City's Procurement Policy Dispute Resolution section. The Substantive Objection must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to



compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the proponent's other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate or terminate an agreement subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or the ranking or selection of proponents pursuant to this RFP, or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting proposals containing



misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The City may prohibit a proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct;
- (b) refusal of the proponent to honour submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted a Conflict of Interest;
- (d) the involvement of the respondent in a lawsuit with the City; or
- (e) the respondent having threatened the City with a lawsuit within the previous two years.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP.

- (a) is the sole property of the City and must be treated as the City's confidential information;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City, or destroyed if so requested by the City, immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal, including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended ("MFIPPA"). Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, such questions are to be submitted to the RFP Contact.



3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential Agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an Agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

The Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.



APPENDIX A – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	



2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix B) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda. Addenda to be submitted in Envelope #1

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who: (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.



If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:



8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent
Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the
proponent.



APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”). The pricing shall be in accordance with the prescribed Price Form identified on the subsequent pages.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and fees, excluding HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive. Rates must include, but are not limited to, all: labour, material costs, travel, costs of delivery, overhead and profit.
- (d) The quantities indicated are estimates only and may be subject to change. The quantities are intended to reflect the anticipated annual requirements. The actual quantities under the agreement will be as and when required, with no fixed amounts implied.

2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{Lowest Price} \div \text{Proponent's Price} \times \text{Weighting} = \text{Proponent's Pricing Points}$$

3. Required Pricing Information

In a separate envelope (Envelope #2), the Price Form shall be provided.



4. PRICE FORM

Prices are to be quoted F.O.B. delivered to 8208 Heartland Forest Road, Niagara Falls, ON, New Tires will include the cost of scrapping old, supply & deliver new, install, wheel balance (where required) & rim refinishing. Taxes are to be extra. Other prices are to include all costs per the RFP Particulars.

Prices are to be quoted firm for the initial contract period of one (1) year. Proponents shall identify maximum percentage increases (where applicable) for each of the four (4) optional one (1) year extension periods. Proponents must complete all price lines with dollar amounts on the Price Schedule.

QUANTITIES ARE ESTIMATES ONLY AND NOT FIRM ORDER AMOUNTS

NEW TIRES							
Description	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Amount			
New: HANKOOK AU04 or approved equivalent: 305/70R /22.5	30	EA					
New: HANKOOK TH31 super - single tires or approved equivalent : 385/55/22.5	6	EA					
Maximum Percentage Increase (Optional Years)							
Year 2	Year 3	Year 4	Year 5				
RECAPPING							
Description	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Amount			
Recapping : 305/70/22.5 cold cap	30	EA					
Recapping Repairs: Spot Repair	30	EA					
Company Name (Please Print)							



PRICE FORM (Continued)

RECAPPING							
Recapping Repairs: Sectional Repair	30	EA					
Recapping Repairs: Nail Hole Repair	30	EA					
Recapping Repairs: Bead Repair	30	EA					
Maximum Percentage Increase (Optional Years)							
Year 2		Year 3		Year 4		Year 5	
MOUNTING AND DISMOUNTING (ALUMINUM RIMS)							
Description	Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Amount			
Mounting: 305/70R22.5	30	EA					
Dismounting: 305/70R22.5	30	EA					
Mounting:385/55/22.5	6	EA					
Dismounting: 385/55/22.5	6	EA					
Maximum Percentage Increase (Optional Years)							
Year 2		Year 3		Year 4		Year 5	
Company Name (Please Print)							



PRICE FORM (Continued)

RIM REFINISHING (ALUMINUM RIMS)							
Description		Estimated Annual Quantity	Unit of Measure	Unit Price	Extended Amount		
Rim Refinishing: 305/70R22.5		60	EA				
Rim Refinishing: 385/55/22.5		60	EA				
Maximum Percentage Increase (Optional Years)							
Year 2		Year 3		Year 4		Year 5	
Company Name (Please Print)							



APPENDIX C – RFP PARTICULARS

A. RFP Deliverables

Introduction

The City of Niagara Falls Transit is located at 8208 Heartland Forest Road and is requesting proposals from qualified and experienced suppliers for the supply and delivery of urban transit tires and related repair services, including recapping and rim refinishing. The initial contract term will be for one (1) year with the opportunity to renew for four (4), one (1) year optional extension periods.

Fleet Overview & Specifications

The Niagara Falls Transit fleet is currently comprised of the following:

- Forty-four (44) Nova buses (17 are 60-foot articulating)
- Sixteen (16) Orion buses

- 60 buses are currently supplied with HANKOOK AU04 : 305/70R22.5) Steer tires
Estimated Annual Usage: 30

- 13 buses are currently supplied with HANKOOK TH31: 385/55R22.5) super single drive tires
Estimated Annual Usage: 6

- 60 buses are currently supplied with Michelin XDN2 (RETREAD) : 305/70R22.5 drive tires
Estimated Annual Usage: 30

Minimum Supplier's Inventory

The successful supplier shall maintain a minimum constant inventory of new radial transit bus tires as specified below at their premises for the duration of the contract:

Tire	Minimum Inventory Quantity
305/70R22.5	12 of each (drive and steer tires)
385/55R22.5	8 super single tires for articulating buses



Recapping – Radial Tires

The recap brand shall be Bandag, MRT (Michelin Retread Technologies) or approved equivalent.

Proponent's wishing to provide brands other than Bandag or MRT must request approval prior to the deadline to submit questions as per 1.4 RFP Timetable.

The successful supplier must use manufacture castings specifications for tread width and depth. The tread design to be used is "BDV".

To accommodate our existing inventory of radial tires (casings), the successful supplier shall agree to return tires sent out for recapping within ten (10) days.

The price of recapping and the price of repairs are to be shown as separate items. Tire repairs done are to follow best industry practices and guidelines.

Mounting/Dismounting Equipment

Mounting of new tires, recapped tires, or other service work, must be shop mounted by the use of a proper semi-automatic/automatic tire-mounting machine capable of handling transit type tires on aluminum rims.

Note: Equipment must be on site at the time of the RFP closing. Proponents will be requested to provide evidence of ownership/leasing/rental of such equipment. Proponents not having said equipment on site

Rim Refinishing

All aluminum rims are to be cleaned/buffed and inspected for defects.

All wheel weights are to be removed from the aluminum rims before they are processed. The successful supplier will do all wheel balancing when required, recapped tires balance beads are to be used as per balance bead manufacturer's instructions when recapped tires are being mounted including the use of identifiable valve stem caps.

Service Requirements/Deliverables

The successful supplier shall:

- Perform tire delivered and pick-ups a minimum of once a week or twice a week when demand increases.
- Perform a quarterly check of the tires on Transit buses and report their findings to the Manager of Transit Maintenance at Niagara Falls Transit.
- Consult with Contract Administrator prior to any tires being scrapped.
- Provide a monthly consumption/repair report that identifies all purchases including services performed as well as reasons for tires being scrapped.



- Certify that work on tires, wheels, rims and wheel end devices, inclusive of dismount/remount, shall be performed only by trained commercial vehicle service technicians as provided by Regulation 269/96 under the Trades and Qualifications Act, or by licenses mechanics.

B. Material Disclosures

In responding to this RFP, the Proponent accepts full responsibility to understand the RFP in its entirety, and in detail, including any inquiries to the City of Niagara Falls as necessary to gain such understanding. The City of Niagara Falls reserves the right to disqualify any Proponent who, in the City's sole opinion, demonstrates less than such understanding. Further, the City reserves the right to determine, at its sole discretion, whether the Proponent has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the City of Niagara Falls.

Based on the performance of the successful Proponent, funding availability and approval by the Municipality, the City reserves the right to utilize the services of the successful Proponent for additional related work as yet unknown, that is over and above the scope identified, or return to the market with a new RFP document when it is deemed to be in the Municipalities' best interest.

C. Mandatory Submission Requirements

i. Submission Format Requirements

Proposals should be formatted to the requirements listed below. Proponents will be scored on their comprehension of the Request for Proposal and completion of their submission.

- a. Proposals should be formatted with the identified Proposal Sections, named and listed in the same order listed below.
- b. Include tabs for each Proposals Section with the section number and name as listed below.
- c. Only the material requested below should be provided within each Proposal Section and in the order listed.
- d. **Proposals shall be a maximum of twenty-five (25) single sided pages**, excluding Appendices and Supplemental Information. Any pages beyond the first 25 will not be considered in the evaluation.
- e. Any additional information proponents wish to include such as Corporate Brochures, project photographs and letters of references shall be provided as Supplemental Information.



ii. Proposal Sections

Proposals shall be formatted with table of contents and proper labels for each section below and be submitted in the correct envelopes. Any addenda shall be submitted in Envelope #1 and be the first tab of the submission.

- i. Appendix A – Submission Form
- ii. Experience & Qualifications (include statement of understanding of deliverables)
- iii. Service Capabilities
- iv. Specification Compliancy (refer to Appendix D: Specification Compliancy Form)
- v. References

iii. Pricing

Pricing (Appendix B – Price Form) information must be separated and enclosed in a separate sealed envelope (Envelope #2) as identified in section 1.5.3 of this RFP. The pricing shall be in accordance with the supplied Price Form.

iv. Supplemental Information

Proponent may include any additional information in this section, however, this section will not be considered in the scoring matrix. Envelope #1

v. Submission Form (Appendix A)

Each proposal must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent. Envelope #1

D. Mandatory Technical Requirements

In conjunction with the Mandatory Submission Requirements, proponents must meet a minimum score of 60% (45/75) for each of the technical requirements. A breakdown of the requirements for each of the sections is provided below:



i. RFP Deliverables Comprehension & Completion

Proponent to provide a statement outlining their understanding of the deliverables. The statement shall include an overview of the proponent's company history/background.

Proposal was formatted with table of contents in order and proper labels for each section and submitted in the correct envelopes.

ii. Experience & Qualifications

It is important that the work be undertaken by a supplier who can demonstrate knowledge of, and experience in performing work comparable in nature, size and scope to the City's Transit requirements.

- Provide a brief overview of your organization highlighting services provided and areas of expertise.
- Describe previous experience in undertaking work of a similar nature, size and scope.
- List the other company name(s) your company operates under.
- Identify the hours of the location that would handle this contract.
- Provide the name and contact information of the main account representative and provide details on their experience/credentials.
- Provide information on the technicians available to service this contract and their relevant experience/credentials.
- Add any other pertinent company information, qualifications and/or experience in this section (if applicable).

iii. Service Capabilities

Proponents are to provide the requested information in order to demonstrate their ability to service the City's Transit division.

a) General

- Transit's preference is that the complete tire service process (new tires, recapping, tire repairs as well as rim refinishing) is carried out at the same site. It would be deemed an asset that this site is an ISO certified facility. Provide comment on the above noted items.
- Provide information on resources, including equipment, available for off-site services (Niagara Fall Transit facility and/or emergency roadside services). Include availability beyond normal business hours (evenings/weekends) and response time.
- Please state if your company is equipped to remove and replace a flat tire on a low floor urban transit bus.
- Deliveries and pick ups shall be at a minimum of once per week or if the need arises, twice per week. Please state compliance and provide any additional comments.



b) New Tires

- State delivery lead time from receipt of order for new tires.
- Describe how your firm will ensure a constant inventory, at the company's site(s). Include initial lead time to stock from award of contract and re-ordering during the term of the contract.

c) Recapping

- State turnaround time for recapping.

d) Rim Refinishing

- State turnaround time for rim refinishing.

e) Other

- Identify any other pertinent information regarding your company's service capabilities.
- Confirm invoicing:
 - Can be done separately for service versus inventory.
 - Will identify bus unit numbers.

iv. Specification Compliancy

Proponents are to provide the requested information in order to demonstrate their ability to meet the specifications of the City's Transit division requirements.

Complete and include the Specification Compliancy Form (Appendix D).

v. References

Provide at least three (3) relevant contracts of similar scope that have been awarded within the last five (5) years. References provided must not include the City of Niagara Falls.

If the City is unable to obtain a satisfactory reference or if the reference does not respond to the reference call or chooses not to comment, the reference will be deemed unsatisfactory.

Each contract listed shall provide the following information:

- a) Brief description of the scope of work, approximate annual value and applicable contract dates.
- b) Confirm if the contract included each of the following services:
 - Recapping
 - Rim refinishing
- c) Each client/owner's information to include:
 - Corporate name



- Name of contact
- Telephone number
- Email address

Proponents who do not meet the minimum threshold will not receive consideration for the Financial Proposal. Further to this, Proponents who feel that they cannot meet the timelines identified in this RFP should not submit a proposal.

E. Rated Criteria

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)
RFP Deliverables Comprehension & Completion	5
Experience & Qualifications	15
Service Capabilities	35
Specification Compliancy	10
References	10
Score of 45 out of 75 to move on to Financial Opening	
Proposed Price / Financial Model	25
Total Points	100

Proposals whose Pricing is significantly and disproportionately lower than that of the other proponents, may be considered to have undervalued, and therefore, misinterpreted the scope of work. These proposals may not be considered in this evaluation.



APPENDIX D – SPECIFICATION COMPLIANCY FORM

Category	Item	Response
New Tires	State Manufacture, Model and Warranty details for: 305/70R22.5	
New Tires	State Manufacture, Model and Warranty details for: 385/55R22.5	
Recapping	State Manufacture, Model and Warranty details for recapping	
Recapping	Provide details of the recapping process that is included in the pricing submitted (i.e. Grazing light and electronic liner inspection, X-Ray, Casting Separation detection Computer controlled buffing, Computer controlled - tread building and cushion extrusion process, curing process etc...) Identify any process items that are NOT included in the prices submitted.	
Mounting / Dismounting	State make and model of Tire Machines and if they are owned, rented or leased	
Rim Refinishing	All aluminum rims are to be cleaned/buffed and inspected for defects. State your process and if this will be performed in house or subcontracted out to a third party.	
Other	Include any other pertinent information not already listed regarding your firms ability to meet the requirements.	
Company Name (Please Print)		



APPENDIX E – BID IRREGULARITIES

RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS, WHERE APPLICABLE

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids.	Automatic rejection.
2.	Unsealed Envelopes.	Automatic rejection.
3.	Insufficient Financial Security	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	Bid Document – execution	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement Division, otherwise automatic rejection.
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E) Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.



IRREGULARITY		RESPONSE
	F) Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement Division, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement Division or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement Division the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Manager of Procurement, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

** Where "working days" specified, this is from the hour the Bidder is notified by The Corporation of the City of Niagara Falls staff of the irregularity