



PROCUREMENT SERVICES

**Surrey City Hall,
13450 – 104 Avenue, Surrey, B.C., V3T 1V8**

E-Mail: purchasing@surrey.ca

ADDENDUM #2

**REQUEST FOR APPLICATIONS FOR STANDING
OFFER AGREEMENT (RFA-SOA) No.:**

1220-060-2023-005

**TITLE: Supply and Delivery of Tires, Tubes and
Related Services**

ADDENDUM ISSUE DATE: February 21, 2024

**(REVISED) DATE: prefer to receive Applications on or before
March 15, 2024.**

INFORMATION FOR APPLICANTS

This Addendum is issued to provide additional information to the RFA-SOA for the above-named project, to the extent referenced and shall become a part thereof. No consideration will be allowed for extras due to the Applicant not being familiar with this Addendum.

A. General Information

- REVISED CLOSING DATE: The City would prefer to receive Applications on or before March 15, 2024.**
- In reference to pressure monitoring systems (TPMS):

Newer vehicles all come with a tire pressure monitoring system (TPMS) which is built into the tire valve. When new tires are mounted on a vehicle with a TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).
- The purpose of this Request For Applications For Standing Offer Agreement (RFA-SOA) is to establish a Standing Offer Agreement with Applicants to provide competitive pricing for tire products and services through a retail distribution network to the City. It is anticipated that this RFA-SOA may result in Standing Offer Agreement awards to multiple Applicants, or a single Applicant, at the City's discretion.

B. Questions and Responses

Q.1

Attachment 1	Section 26	The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Goods and Services rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.	Clarification
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A.1 Contract documents (including plans, sketches, drawings, graphic representations, and specifications prepared by the Contractor by or on behalf of the Contractor in the performance of the Goods and Services shall belong to the party who prepared them. The City shall have the right to retain copies, including reproducible copies in connection with the City's use.

Q.2

Attachment 1	Section 28	The Contractor will perform the Services and supply the Goods using only the services of the Contractor, and the subcontractors identified in Schedule B – Application Extracts, if any. The Contractor will not use any other subcontractors without the prior written approval of the City. If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or subcontractors, then, upon receipt of a written request from the City, the Contractor will replace such personnel or subcontractor	Clarification
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A.2 The Applicant is asked to provide a list of its approved subcontractors as the Applicant will be responsible for the quality of all services being provided by the subcontractor. It is important for the City to be informed of all Contractor's staff and subcontractors that would be used in the performance of the Goods and Services to ensure that all personnel have the necessary experience, knowledge and capability.

Q.3

Attachment 1	Section 42(b)	automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$5,000,000) dollars per occurrence for bodily injury, death and damage to property;	Clarification	The wording states three million but the amount shows as \$5,000,000. Can the City advise what the requirement should be?
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A.3 should read "...not less than three million (\$3,000,000) dollars.... Note: Provision #45 of ATTACHMENT 1 – STANDING OFFER AGREEMENT – GOODS AND SERVICES.

Q.4

Attachment 1	Section 52(a)	the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or	Does the City intended to state that should the Agreement be terminated, the City will not be responsible for any payments owing on work already completed?
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A.4 Despite any other provision of the contract, if the City terminates the contract, the City will pay to the Contractor all amounts owing under the contract for the Goods and Services provided by the Contractor up to and including the date of termination.

Q.5

Schedule A	Section 4.3	The inspections should take place after hour 4:00pm and in consultation with the City	Clarification	Many of the City's Yards are not accessible 4:00 PM.... Can the City please clarify this request.
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A.5 The City will make every reasonable effort to provide access to City vehicles and equipment scheduled for inspection. Coordinate with the City's Fleet and Garage Manager to confirm dates and times for access.

Q.6

Schedule A Section 4.3 Air pressure

With a fleet of 700+ vehicles, it is not feasible for us to complete Air Pressure checks on each tire and then provide correlating reporting.

A.6 The general intent here is that any that when a vehicle or equipment is being serviced that the service person check the qualities of the tires to ensure that all tires are in good and safe condition and low inflation pressure reading are corrected.

Q.7

Schedule B Section 6 Early Payment Discount

We do not provide a discount for early payment.

A.7 Applicant should state in their Application whether it offers any payment discounts. Payment after acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

Q.8 **Equivalent Approval.** We don't carry some of the manufacturers you have listed and are requesting the following equivalents be approved.

A.8 **Equivalents are acceptable as long as they are equal to or better than requested. The brands and tires were an indication only.**

Note: Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicle or equipment.

Q.9 **Additional Line Items.** There were certain tire sizes that were used by the City in the past 12 months that have not been included within the RFA-SOA. Can the City please clarify if the intent is to discontinue use of these tire sizes or if they may be added to the RFA-SOA.

A.9 **The tire sizes listed in the document were an indication of the sizes the City currently uses and not an exhaustive list of all tire sizes used.**

Note: In order to determine the most advantageous pricing, a product list ("market basket") has been developed listing tires of common use as well as products of special use which may have been purchased by the City in previous years. Applicants are being provided with specific brand names and identifying information to allow Applicants to propose an equivalent product, if applicable in the included table in the market basket. This market basket will be considered in the review of the cost proposal.

- END OF ADDENDUM -

All Addenda will become part of the RFA-SOA Documents.
