



The City of Saint John

Request for Proposals

2021-232004P

Pickup Trucks – Half-Ton Four-Wheel-Drive Extended Cab

Vehicle No.'s 411, 434 and 438

Saint John, New Brunswick

Request for Proposals No.: 2021-232004P

Issued: Wednesday, May 12, 2021

Submission Deadline: Thursday, May 27, 2021 at 4:00 p.m., ADT

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the supply of three (3) or more half-ton four-wheel-drive extended cab pickup trucks as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 RFP Contact Person

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Chris Roberts, SCMP, CPPB
Procurement Manager
Supply Chain Management
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 Type of Contract for Deliverables

- (1) The City will issue a Purchase order to the successful proponent for the vehicles detailed in this request for proposal.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

1.5 Canadian Free Trade Agreement (CFTA)

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for the supply of three (3) or more half-ton four-wheel-drive extended cab pickup trucks as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

- (1) The RFP timetable is tentative only and may be changed by the City at any time.

Issue Date of RFP	Wednesday, May 12, 2021
Deadline for Questions	Wednesday, May 19, 2021, 4:00 p.m., ADT
Deadline for Issuing Addenda	Thursday, May 20, 2021, 4:00 p.m., ADT
Submission Deadline	Thursday, May 27, 2021, 4:00 p.m., ADT
Rectification Period	3 Business Days

3.2 Submission Instructions

(A) **Proposals Should Be Submitted at Prescribed Location**

- (1) In light of the Covid-19 pandemic, proposals are to be emailed to:
supplychainmanagement@saintjohn.ca
- (2) The technical proposal should be a signed pdf, clearly marked: “**Technical Proposal: 2021-232004P – Pickup Trucks – Half-Ton Four-Wheel-Drive Extended Cab**”.
- (3) The financial proposal should be a separate, signed pdf, clearly marked: “**Financial Proposal: 2021-232004P – Pickup Trucks – Half-Ton Four-Wheel-Drive Extended Cab**”.

(B) **Proposals Should Be Submitted on Time**

- (1) Proposals shall be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

(C) **Amendment of Proposals**

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting their amendment via email. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

(D) **Withdrawal of Proposals**

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To affect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:

- (a) Stage I – Mandatory Requirements and Rectification
- (b) Stage II – Evaluation of Rated Criteria and Pricing
- (c) Stage III – Selection and Final Negotiation

(A) Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix A)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Other Mandatory Requirements

Each proposal must:

- (A)** Be in English.
- (B) Stage II – Evaluation of Rated Criteria and Pricing**

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix C – Section B – Evaluation Criteria.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

(A) Proponents to Follow Instructions

- (1) 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 part, section, subsection or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors 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 work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.
- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. 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 addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca). In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, 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. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

(F) Proposal to Be Retained by the City

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

4.3 Debriefing

(A) Debriefing

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.
- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

(B) Procurement Protest Procedure

- (1) The parties shall attempt to negotiate all disputes in good faith.

- (2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

(B) No Lobbying

- (1) A proponent may 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.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers 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.

(F) Past Performance or Inappropriate Conduct

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
 - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of City

- (1) 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 confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
 - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

(B) Confidential Information of Proponent

- (1) 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. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) This RFP shall 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 shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

(E) Disqualification for Misrepresentation

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

(F) Cancellation

- (1) The City may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions in this Part 4:
- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall 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 New Brunswick and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A– SUBMISSION FORM

(A) Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

(B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this 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 that there will be no legal relationship or obligations created until the City and the selected proponent have executed issued a purchase order.

(C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

(D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form	

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

(E) Non-Binding Price Estimates

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. 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 quotation or its eligibility for future work.

(F) Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms 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.

(G) No Prohibited Conduct

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

(H) 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 if required 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 City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

ITEM # 1 - SPECIFICATION # 282-21 – PICKUP TRUCKS – HALF-TON FOUR-WHEEL-DRIVE EXTENDED CAB

The undersigned hereby agrees to furnish the equipment listed in accordance with the specifications on file in the office of the Supply Chain Management Department and which are attached hereto.

Mfg. Year: _____ Mfg. Make: _____

Mfg. Model: _____ Mfg. Stock Code: _____

Net purchase price per vehicle: \$ _____ / Each
Bid price to exclude tax (HST).

UPGRADE OPTIONS – Complete Descriptions in Specification Sections

Specify the ADDITIONAL cost of adding the following options to the vehicles as specified:

UPGRADE OPTIONS	PRICE/VEHICLE*
Spec No. 282-21 10.r. Factory Installed Bluetooth	\$ _____

*Excluding taxes

It is agreed that the unit(s) as bid will be delivered **complete within _____ weeks (state number of weeks)** from date of purchase order and that failure to deliver within such period will be cause for cancellation of the purchase order. Delivery is to be made to the Fleet Management Division, 175 Rothesay Avenue, Saint John, N.B.

The proposal prices are to remain open for acceptance by the City for a period of 90 days from date of proposal closing. This shall in no way operate as a waiver on the City of Saint John or any of its rights under the contract.

It is understood by the undersigned that the right is reserved by the City of Saint John to reject any and all bids, and to accept any bid deemed to be in the City's best interest.

COMPANY:	ADDRESS:
NAME:(print)	SIGNATURE:
TEL NO:	FAX NO:
DATE:	REMARKS:

APPENDIX C – RFP PARTICULARS

(A) The Deliverables

Proponents are to consult Appendix D, “Specifications” for detailed vehicle requirements.

(B) Evaluation Criteria

(1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
<p>Quality and Completeness:</p> <ul style="list-style-type: none"> • Has the proponent addressed all of the needs identified? • Is the proposal presented in an organized and professional manner? 	5
<p>Proponent’s Experience:</p> <ul style="list-style-type: none"> • Has the proponent demonstrated a level of expertise in supplying vehicles similar to those contemplated in this document? Is the proponent utilizing a sub-contractor with demonstrated experience for upfitting the vehicles? 	10
<p>Specifications:</p> <ul style="list-style-type: none"> • Do the proposed vehicles comply with the specifications contained in this document? 	50
<p>Delivery</p> <ul style="list-style-type: none"> • Do the proposed timelines meet with the City’s requirements? 	10
<p>Cost:</p> <ul style="list-style-type: none"> • Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals. 	25
<p>TOTAL POINTS FOR STAGE II</p>	100

APPENDIX D – SPECIFICATIONS

CITY OF SAINT JOHN

**FULL SIZE HALF (½) TON FOUR (4) WHEEL DRIVE EXTENDED CAB
WITH FLEET SIDE EIGHT FOOT BOX**

SPECIFICATION No. 282-21

VEHICLE No's 411, 434 and 438

MINIMUM SPECIFICATIONS

SPECIFICATION	COMPLY (✓) YES NO		IF "NO" EXPLAIN
1. MODEL:			
a. New, Not Previously used			
2. TYPE:			
a. Full size four (4) wheel drive, Extended Cab (not full four doors), with Fleet side eight-foot box			
b. Six Thousand Two Hundred (6,200) lbs (2,818 kg) GVWR			
c. Please specify wheelbase: _____			
d. Vehicle must come complete with the following attachments: <ul style="list-style-type: none"> i. Stream line pickup box cap (Roof to be no higher than the cab of truck) fiberglass, color matching, with rear flip up glass door, and flip up gull wing doors on the side 			
3. ENGINE:			
a. V6 Gas			
b. Fuel Consumption (L/100km): City _____ / Hwy _____			
c. Cruising Range (Total km): City _____ / Hwy _____			
d. Heaviest duty radiator and cooling system available			
e. Anti-freeze to be – 40-degree test			

SPECIFICATION	COMPLY (✓) YES NO		IF "NO" EXPLAIN
4. TRANSMISSION:			
a. Heavy duty six (6) speed automatic with overdrive and two (2) speed transfer case			
5. STEERING:			
a. Power assist			
6. BRAKES:			
a. Power assist			
b. Disc type			
7. BATTERY:			
a. Dual heavy-duty maintenance free battery			
8. ALTERNATOR:			
a. Heavy duty alternator			
9. WHEELS AND TIRES:			
a. Five (5) LT Mud and Snow radial tires			
b. Five (5) steel painted wheels, complete with factory installed wheel covers			
10. ACCESSORIES:			
a. Cloth upholstered split (40/20/40) bench seat with good quality, firm back support. Include fold down centre armrest with storage			
b. Rubber floor covering – not carpet with rubber floor mats			
c. Full instrument gauges			
d. Below eye level heated mirrors			
e. Intermittent wipers with washers			
f. Engine coolant heater – 120 volt			
g. AM/FM radio			
h. Automatic "back-up" alarm			

SPECIFICATION	COMPLY (✓)		IF "NO" EXPLAIN
	YES	NO	
i. Undercoated with "Krown" complete process			
j. Supply and install emergency lighting to include the following:			
i. 2-78163 rear lights			
ii. 2-78143 grille lights			
iii. 1-76983 roof light			
iv. Must include all fasteners, brackets, etc. necessary to complete installation			
k. Dash mounted lighted switch for above.			
l. Heavy duty heater/defroster with air conditioning			
m. Pick-up box and tail gate interior to be completely coated with factory non-slip protective coating. This coating to extend over both sides of the box and tailgate.			
n. Supply and install power windows and power door locks			
o. Frame mounted class IV trailer hitch with removable pintle type 2- 5/16" ball receiver, 22" from ground to top of ball			
p. Electrical trailer connector to be seven (7) blade Grote # 82-1056, 82-1058 or equivalent and to include electric brake controller.			
q. Supply two (2) complete sets of keys			
r. OPTION: Factory installed Bluetooth			
11. COLOUR:			
a. Exterior to be manufacturer's standard fleet color - White			
b. Vendor must supply paint chips for selection. Final determination of the acceptance of the manufacturer's fleet color rests with the Manager of Fleet Administration in concert with the user department.			
c. Interior color to be compatible with exterior, other than black			

SPECIFICATION	COMPLY (✓) YES NO		IF "NO" EXPLAIN
12. MANUALS:			
a. Shop service, parts information, technical service bulletins (TSB's) are to be provided electronically by the authorized dealer.			