



**The City of Saint John**

**Request for Proposals**

**2022-631001P – TRAFFIC MATERIALS**

**Saint John, New Brunswick**

Request for Proposals No.: 2022-631001P – Traffic Materials

Issued: Friday, April 29<sup>th</sup>, 2022

Submission Deadline: Thursday, May 19<sup>th</sup>, 2022 at 4:00:00 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 Traffic Materials for the City of Saint John 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:

Monic MacVicar, CCLP, CPPB  
Procurement Specialist  
The City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

### **1.3 Type of Contract for Deliverables**

- (1) The City will issue a Supply Agreement to the successful proponent for the scope of services 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 provision Traffic Materials for the City of Saint John as further described in Appendix C – 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	Friday, April 29 <sup>th</sup> , 2022
Deadline for Questions	Tuesday, May 10 <sup>th</sup> , 2022 at 4:00:00 PM Atlantic Time
Deadline for Issuing Addenda	Thursday, May 12 <sup>th</sup> , 2022 at 4:00:00 PM Atlantic Time
Submission Deadline	Thursday, May 19 <sup>th</sup> , 2022 at 4:00:00 PM Atlantic Time
Rectification Period	3 days after closing
Evaluation	Completed by May 26 <sup>th</sup> , 2022
Anticipated Deadline for Selection of Highest Ranked Proponent	June 1 <sup>st</sup> , 2022

### 3.2 Submission Instructions

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

- 1) Proposals should be submitted at:

The City of Saint John  
Supply Chain Management, 1<sup>st</sup> Floor  
175 Rothesay Avenue  
Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)

Attention: Monic MacVicar, CCLP, CPPB

#### (B) **Proposals Should Be Submitted in Prescribed Manner**

- 1) Proponents should submit one (1) signed original and three (3) bound copies of the technical proposal and supporting information, one (1) signed original copy and three (3) bound copies of the financial proposal and supporting information, and one (1) electronic copy of each proposal on a flash drive.
- 2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked “**Technical Proposal: 2022-631001P – “Traffic Materials”**”.
- 3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2022-631001P – “Traffic Materials”**”.
- 4) Proposals sent by fax or email will be rejected.

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

- (1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- (2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

**(D) Amendment of Proposals**

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

**(E) Withdrawal of Proposals**

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect 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 B – Section B – Evaluation Criteria. The City intends to shortlist to up to Three (3) proponents, however, should the City deem it to be in its best interest, it may expand this number accordingly.

### **(C) Stage III – Selection and Final Negotiation**

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

During the negotiation, the City will provide the top-ranked proponent with any additional information and will seek further information and proposal improvements. After the negotiation, the top-ranked proponent will be invited to revise its initial proposal and submit its BAFO to the City.

**[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](http://www.saintjohn.ca)) under the menu option "Tender and Proposals". 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 – Following Award**

- (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 notification of award.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

#### **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 but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, 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.

##### **(D) 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 law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
  - (a) 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.

**(D) 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.

**(E) 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 a Supply Agreement.

**(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 prices set out in the Pricing Form.

**(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	
Reference 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

**(A) Pricing Form**

(1) Complete the following - **exclusive of HST/GST.**

#	DESCRIPTION	UNIT PRICE Year 1	UNIT PRICE Year 2	DELIVERY Charge
1	5.79 meter Traffic Pole (Specify _____)	\$	\$	\$
2	4.57 meter Traffic Pole (Specify _____)	\$	\$	\$
3	3.66 meter Traffic Pole (Specify _____)	\$	\$	\$
4	3.048 meter Traffic Pole (Specify _____)	\$	\$	\$
5	2.44 meter Traffic Pole (Specify _____)	\$	\$	\$
6	1.52 meter Traffic Pole (Specify _____)	\$	\$	\$
7	22' Single Member Arm (Specify _____)	\$	\$	\$
8	15' Single Member Arm (Specify _____)	\$	\$	\$

#	DESCRIPTION	UNIT PRICE Year 1	UNIT PRICE Year 2	DELIVERY Charge
9	TB1-17 Transformer Base (Specify _____)	\$	\$	\$
10	TB2-17 Transformer Base (Specify _____)	\$	\$	\$
11	TB3-17 Transformer Base or Equivalent (Specify _____)	\$	\$	\$

Please specify deliver time from date of order: \_\_\_\_\_

<b>COMPANY:</b>	<b>SIGNATURE:</b> _____	
	<b>NAME:</b> _____ (print)	
<b>E-MAIL:</b>		
<b>DATE:</b>	<b>Tel #</b>	<b>Fax #</b>
<b>Remarks:</b>		



## APPENDIX C – RFP PARTICULARS

### (A) The Deliverables

#### (1) SCOPE

This request for proposal is to establish sources of supply for the enclosed list of traffic materials required by the City of Saint John. The term of the agreement(s) will be for a one (1) year period following award. The agreement(s) may be extended for an additional one (1) year period pending mutual agreement of both applicable parties.

The quantities listed herein are annual estimated quantities only. The City does not guarantee to purchase any specific quantities but reserves the right to order more of or less than the quantities stated herein.

Prices bid will remain firm for each respective year of the agreement(s).

#### (2) SPECIFICATIONS

Item #	Estimated Yearly Quantity	Description
1	8	<p><b>5.79 meter Traffic Pole</b> Metal Pole-Lite (# FC-108-19-250) or approved equal. The shaft shall be round in cross-section 250mm at the base. Minimum wall thickness of the pole shall be 6.35mm.</p> <p>The pole shaft shall be of one section fabricated from aluminum alloy seamless tubing. Aluminum used in the production of pole shafts shall be according to ASTM B221, alloy 6063-T6.</p> <p>Poles shall be supplied with a hand-hole (complete with an aluminum cover), semi-flush at least (75mm x 125mm). Centre of hand-hole shall be 500mm from bottom of pole base. Poles shall come complete with an internal ground bar and fasteners.</p> <p>Welded joints shall not be permitted for shafts. All welding shall be according to CSA W47.2.</p> <p>Aluminum poles shall be heat treated after fabrication to T6. After fabrication is complete, all welds, cut edges, projections and sharp edges shall be ground to present a smooth surface prior to finishing and the pole shall be thoroughly cleaned. Poles shall be finished by a rotating polishing process.</p> <p>The pole may be supplied with a one-piece square, cast aluminum anchor base (show base) continuously welded to the bottom. The anchor base shall be provided with four oblong holes integral within the casting to receive the anchor bolts in the specified bolt circle diameter. Aluminum used in the production of base castings shall be according to ASTM B108, alloy A</p>

Item #	Estimated Yearly Quantity	Description
		<p>356.0-T6. The base shall telescope the butt end of the shaft and be secured with one continuous weld on the inside of the base at the end of the shaft, and another continuous weld on the outside at the top of the base. The two welds shall be not less than 50mm apart and shall be made in such a manner as to ensure that the welded connection shall develop full strength of the adjacent shaft section to resist any bending action. After fabrication, the underside of the cast anchor base shall be true, distortion free and perpendicular to the centerline of the pole shaft.</p> <p>Anchor bolts are to be included with each pole and to be 1 ¼" diameter hot dipped galvanized, 40" long with bottom hook 6" long, complete with nuts and washers.</p> <p>Anchor bolt circle range to be 13-15 inches on pole base.</p> <p>Each pole shall be supplied with four (4) aluminum toe caps to be used for bolt covers. The toe caps shall be the type that is attached to the shoe base with a single screw. Bolt covers that fit directly onto the bolt or nut will not be acceptable. Color of anchor bolt cover to match poles.</p> <p>A removable aluminum top cap shall be supplied with the shaft. The cap shall be secured rigidly to the shaft by a hexagonal head stainless steel set screw.</p> <p>All poles shall be CSA certified. Each pole shall have an identification marker located not more than (1) meter above the base, showing the manufacturer's name or trade mark, the length of the pole, the wall thickness and the date of manufacture. The marking shall be on corrosion-resistant plate securely attached to the pole.</p>
2	4	<p><b>4.57 meter Traffic Pole</b> Same specifications as 5.79 meter traffic pole <u>except</u>,</p> <ul style="list-style-type: none"> <li>• Metal Pole-Lite (# FC-107-15-250) or approved equal. The shaft shall be round in cross-section 250mm at the base. Minimum wall thickness of the pole shall be 6.35mm.</li> <li>• Poles shall be supplied with a hand-hole (complete with an aluminum cover), semi-flush at least (75mm x 125mm). Centre of hand-hole shall be 500mm from bottom of pole base. Poles shall come complete with an internal ground bar and fasteners.</li> <li>• Anchor bolts are to be included with each pole and to be 1 ¼" diameter hot dipped galvanized, 40" long with bottom hook 6" long, complete with nuts and washers.</li> <li>• Anchor bolt circle range to be 13-15 inches on pole base.</li> </ul>
3	4	<p><b>3.66 meter Traffic Pole</b> Same specifications as 5.79 meter traffic pole <u>except</u>,</p> <ul style="list-style-type: none"> <li>• Metal Pole-Lite (# TP-645-12-188) or approved equal. The shaft shall be round in cross-section 150mm at the base. Minimum wall thickness of the pole shall be 4.77mm.</li> <li>• Hand-hole w/ cover semi-flush at least (3" by 5" c/w). Center of hand-hole 20" from bottom of pole base.</li> <li>• Anchor bolts are to be included with each pole and to be 1" diameter hot dipped galvanized, 36" long with bottom hook 6" long, complete with nuts and washers.</li> </ul> <p>Anchor bolt circle range to be 9-11 inches on pole base.</p>

Item #	Estimated Yearly Quantity	Description
4	4	<p><b>3.048 meter Traffic Pole</b>            Same specifications as 5.79 meter traffic pole <b>except,</b></p> <ul style="list-style-type: none"> <li>• Metal Pole-Lite (# TP-645-10-188) or approved equal. The shaft shall be round in cross-section 150mm at the base. Minimum wall thickness of the pole shall be 4.77mm.</li> <li>• Hand-hole w/ cover semi-flush at least (3" by 5" c/w). Center of hand-hole 20" from bottom of pole base.</li> <li>• Anchor bolts are to be included with each pole and to be 1" diameter hot dipped galvanized, 36" long with bottom hook 6" long, complete with nuts and washers. Anchor bolt circle range to be 9-11 inches on pole base.</li> </ul>
5	4	<p><b>2.44 meter Traffic Pole</b>            Same specifications as 5.79 meter traffic pole <b>except,</b></p> <ul style="list-style-type: none"> <li>• Metal Pole-Lite (# TP-645-8-188) or approved equal. The shaft shall be round in cross-section 150mm at the base. Minimum wall thickness of the pole shall be 4.77mm.</li> <li>• Hand-hole w/ cover semi-flush at least (3" by 5" c/w). Center of hand-hole 20" from bottom of pole base.</li> <li>• Anchor bolts are to be included with each pole and to be 1" diameter hot dipped galvanized, 36" long with bottom hook 6" long, complete with nuts and washers.</li> <li>• Anchor bolt circle range to be 9-11 inches on pole base.</li> </ul>
6	1	<p><b>1.52 meter Traffic Pole</b>            Same specifications as 5.79 meter traffic pole <b>except,</b></p> <ul style="list-style-type: none"> <li>• Metal Pole-Lite (# FTAL-1.5MH) or approved equal. The shaft shall be round in cross-section 125mm at the base. Minimum wall thickness of the pole shall be 3.96mm.</li> <li>• Top of pole shall be sealed</li> <li>• Hand-hole w/ cover semi-flush at least (3" by 5" c/w). Center of hand-hole 20" from bottom of pole base.</li> <li>• Must come with aluminum base cover.</li> <li>• Base dimensions = 9" square, 6" center to center, 5" diameter center hole, and bolt circle (based on slotted holes of 1-1/8" by 2-1/8") of 8-5/8".</li> <li>• Anchor bolts are to be included with each pole and to be 3/4" diameter hot dipped galvanized, 26" long with bottom hook 6" long, complete with nuts and washers.</li> </ul>
7	4	<p><b>22' Single Member Arm</b></p> <ul style="list-style-type: none"> <li>• Complete with Brackets to Fit 8" to 10" Traffic Pole</li> <li>• Single member arms shall be manufactured by tapering and bending aluminum tube to the required dimensions. The end of the arm shall be provided with a 50mm IPS (iron pipe size) Tenon, 100mm long, for mounting of a hanger. The Tenon shall be horizontal when the arm is mounted on a vertical surface. After fabrication, arms shall be thermally treated to T6 specifications.</li> <li>• Single member arms shall be finished by a rotating polishing process.</li> <li>• Single member arms shall be supplied complete with galvanized steel pole plates.</li> <li>• All single member arms shall be compatible and supplied with the aluminum poles as shown on the Drawings and shall be CSA certified.</li> </ul>

Item #	Estimated Yearly Quantity	Description
8	5	<p><b>15' Single Member Arm</b></p> <ul style="list-style-type: none"> <li>• Complete with Brackets to Fit 8" to 10" Traffic Pole</li> <li>• Single member arms shall be manufactured by tapering and bending aluminum tube to the required dimensions. The end of the arm shall be provided with a 50mm IPS (iron pipe size) Tenon, 100mm long, for mounting of a hanger. The Tenon shall be horizontal when the arm is mounted on a vertical surface. After fabrication, arms shall be thermally treated to T6 specifications.</li> <li>• Single member arms shall be finished by a rotating polishing process.</li> <li>• Single member arms shall be supplied complete with galvanized steel pole plates.</li> <li>• All single member arms shall be compatible and supplied with the aluminum poles as shown on the Drawings and shall be CSA certified.</li> </ul>
9	10	<p><b>TB1-17 Transformer Base or Equivalent.</b></p> <ul style="list-style-type: none"> <li>• For 15ft - 19 ft pole, complete with access door fastened with a stainless steel screw. Galvanized hardware (nuts, bolts, washers).</li> </ul>
10	12	<p><b>TB2-17 Transformer Base or Equivalent.</b></p> <ul style="list-style-type: none"> <li>• for 8 ft – 12ft pole, complete with access door fastened with a stainless steel screw. Galvanized hardware (nuts, bolts, washers).</li> </ul>
11	6	<p><b>TB3-17 Transformer Base or Equivalent.</b></p> <ul style="list-style-type: none"> <li>• For 15ft - 19 ft pole, complete with access door fastened with a stainless-steel screw. Galvanized hardware (nuts, bolts, washers).</li> </ul>

**(3) TERMS AND CONDITIONS**

**1. Duration**

The term of the agreement(s) will be for a one (1) year period following award. The agreement(s) may be extended for an additional one (1) year period pending mutual agreement of both applicable parties.

**2. Estimated Quantities**

The bidder is advised that the City of Saint John reserves the right to amend its estimated total quantity purchased without the bidder seeking any losses or damages resulting of the City's amendment to the quantity.

**3. Basis for Award**

The City does not bind itself to accept the lowest or any quotation submitted but reserves the right to accept any bid deemed to be in its best interest. The City also reserves the right to split this contract between two or more bidders based upon the overall best value to the City.

**4. Payment**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can **either** be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, **or** by email to the Accounts Payable department ([accountspayable@saintjohn.ca](mailto:accountspayable@saintjohn.ca)). Vendors are to ensure invoices are not sent both ways.

**5. Freight**

Please quote your net price on each of the listed goods or services. Shipping will be extra. A rate table for shipping cost must be provided with the bid.

**6. Taxes**

The bid price shall be all taxes extra. The City of Saint John shall be invoiced for and pay all applicable taxes related to this bid.

**7. Termination Of The Contract**

The City reserves the right to terminate the contract at any time during the course of this agreement. In such an event, payment will be made only for the product received up to the time of termination.

## **8. Ordering Instructions**

Goods and/or services ordered under the agreement resulting from this procurement shall be ordered using one or more of the following methods: Request for Goods and Services Form, Purchase Order and/or Mastercard. Vendors found to be providing goods and/or services without proper documentation may not be remunerated accordingly.

## **9. Regional Municipalities And Tri-City Joint Procurement:**

As a condition of award, the successful vendor(s) agree(s) that Regional Municipalities shall have the advantage of the discounts and prices accepted by the City. Regional Municipalities will be considered to be any community that is in the boundaries of the Fundy Regional Service Commission as well as the municipalities of Moncton and Fredericton. This in no way commits these municipalities to accepting this quotation, but provides them with the opportunity to take advantage of the City's volume purchasing discounts.

The City is not responsible for payment for products or services supplied to any Regional Municipality.

The vendor(s) shall invoice Regional Municipalities directly for any product or services supplied to them under this quotation.

Failure to comply with the above terms and conditions of this quotation will result in the immediate cancellation of the contract, without further notice.

## **10. Governing Law, Trade Treaties And Policies**

This procurement will be in accordance with the laws of the province of New Brunswick and the federal laws of Canada.

This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:

- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Policy for the Procurement of Goods, Services and Construction

## **11. Reserved Rights**

The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a bid is unbalanced.

- b) Amend or modify the scope of a project, and/or cancel or suspend the Bid Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Bid Solicitation to support or clarify their bids.
- d) Not accept any or all bids.
- e) Not accept a bid from a bidder who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all bids without any obligation, compensation or reimbursement to any bidder or any of its team members.
- g) Withdraw a Bid Solicitation and cancel or suspend the Bid Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Bid Solicitation (including, without limitation, the Bid Solicitation Closing Date), upon written notice to all bidders.
- i) Assess and reject a bid on the basis of:
  - i. Information provided by references;
  - ii. The bidder's past performance on previous contracts;
  - iii. Information provided by a bidder pursuant to the City exercising its clarification rights under the Bid Solicitation process;
  - iv. The bidder's experience with performing the type and scope of work specified including the bidder's experience;
  - v. Other relevant information that arises during a Bid Solicitation process.
- j) Waive formalities and accept bids which substantially comply with the requirements of the Bid Solicitation.
- k) Verify with any bidder or with a third party any information set out in a bid.
- l) Disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any bidder who has engaged in conduct prohibited by the Bid Solicitation documents.
- n) Make changes including substantial changes to the bid documents provided that those changes are issued by way of an addendum in the manner set out in the Bid Solicitation documents.
- o) Select any bidder other than the bidder whose bid reflects the lowest cost to the City.

- p) Cancel a Bid Solicitation process at any stage.
- q) Cancel a Bid Solicitation process at any stage and issue a new Bid Solicitation for the same or similar deliverable.
- r) Accept any bid in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any bidder or any third party resulting from the City exercising any of its express or implied rights under a Bid Solicitation.

## **12. Limitation Of Liability And Waiver**

In every Bid Solicitation, the City shall draft the documents such that each bidder, by submitting a bid, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Bid Solicitation process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or any other claim.
- b) The bidder waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the City's decision to not accept the bid submitted by the bidder, to award a contract to any other bidder or to cancel the Bid Solicitation process, and the bidder shall be deemed to have agreed to waive such right or claim.

## **13. Validity Period**

The bid submission constitutes an offer which shall remain open and irrevocable until 90 days after the submission deadline.



## (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)
<b>Quality and Completeness:</b> <ul style="list-style-type: none"><li>• Has the proponent addressed all of the needs identified?</li><li>• Is the proposal presented in an organized and professional manner? Have SPEC Sheets been submitted.</li></ul>	20
<b>Specifications, Quality Operational Needs:</b> <ul style="list-style-type: none"><li>• Suitability for Operational Needs Requirements.</li><li>• Meet/exceed Specifications outlined.</li><li>• Warranty or replacement and handling of backorders, delivery timeframe.</li></ul>	50
<b>Cost:</b> <ul style="list-style-type: none"><li>• Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals.</li><li>• The financial proposal shall include:<ul style="list-style-type: none"><li>○ Pricing Form</li></ul></li></ul>	30
<b>TOTAL POINTS FOR STAGE II</b>	<b>100</b>

## **(C) Submission Requirements**

(1) Proponents should include the following information in respect of each of the rated criteria:

(a) Quality and completeness – 20 Points

- i. Has the proponent addressed all of the needs identified and is the proposal presented in an organized and professional manner, have samples been sent?

(b) Specifications, Quality and Operational Needs – 50 Points

- i. Detailed description of the product design;
- ii. Suitability for Operational Needs Requirements.
- iii. Meet/exceed specifications outlined
- iv. Details on replacement guarantee and handling of backorders.

(c) Cost (**Financial Proposal**) – 30 Points

- i. completed Pricing Form as provided in Appendix B;
- ii. proposed cost for the Deliverables, as described in Appendix C – Part A – The Deliverables;