



City of Saint John

## **T E N D E R 2022-086401T EQUIPMENT RENTALS**

Sealed Tenders, hand-delivered or couriered, and addressed to Mike Lewis, SCMP, Procurement Specialist, 1st Floor, Municipal Operations Complex, 175 Rothesay Ave., Saint John, N.B., E2J 2B4, and marked on the envelope:

### **"TENDER No. 2022-086401T – EQUIPMENT RENTALS"**

will be received until 2:30:00 P.M., Tuesday, August 30, 2022, for equipment rentals by the City of Saint John as per the enclosed specifications, terms, and conditions.

In light of the current Covid-19 pandemic, there will be no public opening. Tenders will be opened by the Tender Opening Committee, in the second-floor boardroom, 175 Rothesay Avenue, Municipal Operations Complex, immediately following the tender closing time. Registered bidders may attend remotely via Teams invitation.

The lowest or any tender not necessarily accepted.

**Mike Lewis, SCMP  
Procurement Specialist  
(506) 658-2930**

*Issue Date: August 8, 2022*

**T E N D E R**  
**2022-086401T**  
**EQUIPMENT RENTALS**  
**CITY OF SAINT JOHN**

**SCOPE AND SPECIFICATIONS**

This Tender is made in accordance with the following terms which will form part of any agreement for the renting of equipment by the City of Saint John.

1. a. This agreement is for the rental of equipment on an hourly basis only, with the following exceptions:  
  
Items 18-20 inclusive.
- b. When bidding on Item 10, Section 4 please note that this rental will be used for hauling the City's "sludge" trailer to Envirem Organics located at Ogden Road, Clarendon, N.B. and occasionally within the City of Saint John city limits.
2. The City reserves the right to obtain separate prices for any vehicle or piece of equipment required for longer than the period specified in this Tender.
3. The City is responsible for fuel for items in Section 6 and shall be supplied with a full tank upon return to the bidder.
4. No equipment will be rented unless it is in first class operating condition and supplied complete with proper attachments, fuel, (hourly basis only) oil and grease.
5. Contractor must supply skilled operators with all equipment with the exception of Section 6 on the "Proposal for Furnishing".
6. All vehicles and other equipment are subject to inspection by a representative of the City prior to award of agreement and must maintain all Provincial safety regulations and City of Saint John safety regulations now in effect or which may come into effect during this agreement.
7. Contractors are responsible for all repairs and/or maintenance to all or any rented equipment and the City assumes no liability for any such repairs and/or maintenance. The City shall not be liable for any damages unless they can be shown to have occurred as a result of the City's own negligence.
8. For hourly rentals, slips indicating registered owners' names, license number, time worked and place are to be issued daily to the City with each piece of equipment and must be signed by a City employee and the operator of equipment unit being rented. No payment will be made unless such signed slips are provided. Invoices must refer to rental slips and the City's Purchase Order numbers.
9. Rental time shall be computed from the time the equipment starts to work on the job until it is stopped by notification to the operator by a representative of the City.
10. Time for meal or other breaks and time when the equipment is not in use due to mechanical failure will not be considered rental time.
11. The make and exact model number of each piece of equipment offered must be shown on the form provided. Bucket size on loaders and backhoes shall be standard rating, based on measurements. Bucket size shall not exceed manufacturer's recommendation for specified machine.
12. All equipment tendered must be made available, during regular hours and within the bounds of the City of Saint John, for inspection as to capacity and/or mechanical conditions, by City officials if requested.

13. The vendor shall furnish the name of owners of equipment and their residences, if and when required by the City.
14. Bidders on 6-yard dump trucks must supply proof of ownership of at least eight 6-yard dump trucks, to ensure continuity of service to the City.
15. Bidders on 15-yard tandems for snow removal (Section 5 - Item 14) must supply proof of ownership of at least five 15-yard tandems to ensure continuity of service to the City. **Section 5 – Item 15 will be awarded based on low bid to a Primary and Secondary Vendor.**
16. Dump trucks shall be provided with towing attachments when requested by the City.
17. Wheel loader is to come complete with new cutting edge at the beginning of plowing season. If through the use of this equipment, the cutting edge is damaged or worn beyond an acceptable amount by City staff, the City will return the loader with a new cutting edge at the City's discretion.
18. The City of Saint John will pay up to a maximum of 2 hours for a float to move hired equipment from any point within the boundaries of the greater Saint John area to the required site, loaders and backhoes will not be considered for float charges. There will be no charge to the City for low bed floats on removal of hired equipment unless it is being moved to another City project. Whenever a float is required to transport City owned equipment, a minimum of two hours will be allowed. There will be no charge to the City for hired equipment while it is being transported on a float to or from job sites. The float charge will include the vehicle used to haul it.
19. The City of Saint John reserves the right to have at least three (3) floats available at all times from one or more sources.
20. The City is at liberty to rent all or any portion of the equipment offered for rental.
21. The tenderer acknowledges and agrees to abide by the City policy that any and all equipment for rental to the City will not be obtained by the tenderer through rental from any City employee.
23. Note: re bid evaluation for item 5 (a) (b) (c) & item 6 (a) (b) (c) – crawler mounted excavator(s), float(s) and hydraulic breaker attachment(s)
  - (A) Crawler mounted excavator is to be quoted at an hourly rate for the unit c/w operator, fuel and maintenance. The evaluation of the bid price will be based on one 8 hour day as follows: hourly rate x 8 hrs = price for evaluation.
  - (B) Float charge is to be quoted at an hourly rate and will be evaluated on the basis of the maximum allowable time of 2 hours as follows: hourly rate x 2 hrs = price for evaluation.
  - (C) Breaker attachment is to be quoted as the additional hourly charge for the breaker attachment only, as follows: hourly rate for the breaker x 4 hrs = price for evaluation.
  - (D) Final evaluation of the cost for each item will be as follows:  
 $a + b + c = \text{cost}$   
a = price for evaluation (hourly rate x 8 hrs)  
b = price for evaluation (hourly rate x 2 hrs)  
c = price for evaluation (hourly rate x 4 hrs)
  - (E) It is the City's intention to award item 5 in its entirety to one supplier only and item 6 in its

entirety to one supplier only.

## **TERMS AND CONDITIONS**

### **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

### **Submission Instructions**

The deadline for submission of bids is 2:30:00 P.M., ADT, August 30, 2022, and shall be hand delivered or couriered to:

The City of Saint John  
Supply Chain Management, 1st Floor  
175 Rothesay Avenue  
Saint John, New Brunswick, E2J 2B4  
**Fax: (506) 658-4742**

All Hand delivered bids must be in a sealed envelope and include the bid number and bidder's name on the outside of the envelope.

### **Enquiries**

Bidders shall promptly examine the bid documents and report any errors, omissions or ambiguities and may direct enquiries or seek additional information in writing by email before the deadline for enquiries to the Authorized Enquiries Contact as set out below. No such communications are to be directed to anyone other than the Authorized Enquiries Contact.

### **Authorized Enquiries Contact**

Mike Lewis, SCMP  
Supply Chain Management  
City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

It is the Bidder's responsibility to seek clarification from the City on any matter it considers unclear. The City shall not be responsible for any misunderstanding on the part of the Bidder concerning this bid document or its process.

The City intends to confirm receipt of a bidder's communication by way of an email or facsimile in reply. If a bidder has not received a reply, the bidder may wish to resend its communication as the lack of reply may have resulted from a technical problem. The City is under no obligation to respond to enquiries or provide additional information but may do so at its sole discretion.

Responses to inquiries may be distributed to all bidders on the invitation list as having received the bid documents as of the date the response is prepared. The source of the question will not be identified in the response. Verbal information shall not be binding upon the City. Inquiries received after the deadline for enquiries will not receive a response.

**Schedule for the Bid Process**

Issue Date	Monday August 08, 2022
Deadline for Enquiries	4:00:00 PM, ADT, Tuesday, August 15, 2022
Deadline for Issuing Addenda	4:00:00 PM, ADT, Wednesday, August 16, 2022
Submission Deadline	2:30:00 PM, ADT, Tuesday, August 30, 2022

The Schedule for the bid process is tentative only and may be changed by the City in its sole discretion.

**Advisory Notices**

Periodically, the City of Saint John is required to issue clarification notices to a bid document in the form of Advisory Notices. Normally these notifications will not have a direct bearing on the cost of a project and will not influence bidding.

Bidders are responsible for obtaining all advisory notice(s) issued by the City. Advisory Notice(s) may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the menu option "Tender and Proposals".

Bidders are instructed to sign the Advisory Notice and return it either by fax to (506) 658-4742 or email to [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca) prior to the closing date.

Failure to comply with the instructions on an advisory may result in rejection of the bid.

**Addenda**

Periodically, the City of Saint John is required to issue notification of changes or corrections to a bid document by way of addenda. Normally these notifications will have direct bearing on the cost of a project and will influence bidding. Therefore, it is important that the City have assurances that bidders have in-fact received the notification(s).

Bidders 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".

**Bidders are required to sign and include all the addenda with their bid submission.**

Failure to include a copy of all signed addenda with the bid submission may result in rejection of the bid regardless of whether or not the changes noted in the addendum are included in the bid submission.

### **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.

### **Mandatory Requirements**

Each submission will be evaluated to ensure that it complies with the mandatory requirements and may be rejected if it does not comply. The evaluation of mandatory requirements will confirm that:

- the submission was received prior to the applicable Submission Deadline.
- the bid submission is signed.
- the bid submission is legible.
- the bid submission does not contain a substantive qualification or conditions that are contrary to the terms of the bid document.
- the bid submission does not contain a change in price that was not initialled by the person who signed the submission; or
- the bid submission is in English.

### **Payment**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods/services, 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.

### **Delivery / Freight**

The net prices on each of the commodity(s) and/or service(s) are to be quoted as F.O.B. delivered to job site, Saint John, NB, prepaid.

### **Split 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 tender between two or more bidders based upon the overall best value to the City.

### **Term**

The term of the agreement will be for a period of two (2) years from the date of award with the option to extend for an additional one (1) year period at the City's sole discretion.

### **WorksafeNB Certificate and Business Corporations Act Certificate**

- a) New Brunswick bidders shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB and a *Business Corporations Act* Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.

- b) Out-of-province bidders shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB or a letter or certificate issued under the equivalent applicable legislation in the province of origin of the bidder confirming extension of coverage from said legislation to the Province of New Brunswick for the term of the Contract. Subject to paragraph c), out-of-province bidders shall also provide a *Business Corporations Act* Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.
- c) Bidders from Nova Scotia may submit the appropriate *Business Corporations Act* Certificate from the Province of Nova Scotia.

### **Insurance**

The successful contractor shall provide evidence of the following insurance coverage:

General Liability with minimum limits of two million dollars, (\$2,000,000.00). The policy shall include:

- \*operations of the contractor in connection with this tender;
- \*products and completed operations coverage;
- \*contractual liability with respect to this tender;
- \*the City of Saint John added as an additional insured;
- \*a cross liability clause;
- \*non-owned automobile;
- \*thirty (30) days notice of cancellation of this policy "**will**" be given to the City of Saint John, by the insurers;

Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law. This coverage is to remain in effect for the entire time frame of the contract.

### **Reserved Rights**

The City reserves the right to:

- a) Reject an unbalanced bid submission. For the purpose of this section, an unbalanced bid submission is a bid submission 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 other bids submitted in response to this bid solicitation or for other like or similar work as a guideline in determining if a bid is unbalanced.
- b) Amend or modify the scope of the Work, and/or cancel or suspend the bid award, at any time for any reason;
- c) Require bidders to provide additional information after the submission deadline to support or clarify their bid submission;
- d) Not accept any or all bids;
- e) Not accept a bid submission from a bidder who is itself, or whose principals, owners or directors are also principals, owners or directors of another entity which is, involved in litigation, arbitration or any other similar proceeding against the City;

- f) Reject any or all bid submissions without any obligation, compensation or reimbursement to any bidder or any of its team members;
- g) Withdraw this bid solicitation and cancel or suspend the bid process;
- h) Extend, from time to time, any date, any time period or deadline provided in this bid solicitation (including, without limitation, the submission deadline), upon written notice to all bidders;
- i) Assess and reject a bid submission on the basis of:
  - (i) information provided by references;
  - (ii) the bidder's past performance on previous contracts;
  - (iii) the information provided by a bidder pursuant to the City exercising its clarification rights under this bid process;
  - (iv) the bidder's experience with performing the type and scope of work specified;
  - (v) other relevant information that arises during this procurement process;
- j) Waive formalities and accept bids which substantially comply with the requirements of this bid solicitation;
- k) Verify with any bidder or with a third party any information set out in a bid submission;
- l) Disqualify any bidder whose bid submission contains misrepresentations or any other inaccurate or misleading information;
- m) Disqualify any bidder who has engaged in conduct prohibited by the bid solicitation;
- n) Make changes, including substantial changes, to the bid solicitation provided that those changes are issued by way of addenda in the manner set out in this bid document;
- o) Select any bidder other than the bidder whose bid submission reflects the lowest cost to the City;
- p) Cancel this procurement process at any stage, for any reason;
- q) Cancel this procurement process at any stage and issue a new bid solicitation for the same or similar deliverables;
- r) Accept any bid submission in whole or in part;
- s) Waive minor non-compliance with the mandatory requirements of the bid solicitation and accept the bid submission; or
- t) Accept a bid submission which contains the following errors:
  - (i) error in mathematics – whether this involves the extension of a unit price or an error in addition, the mistake will be corrected and the correct total will be used for evaluation purposes and will be binding on the bidder.



- (ii) conflict between the written and numerical bid prices. In all cases, the total bid price will be corrected to reflect the written bid price, whether lump sum or unit price (where applicable).
- (iii) failure to include the contingency allowance in the total bid price (where applicable). If the contingency allowance was not included in the addition, the bid price shall be corrected to reflect its inclusion.

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 this bid solicitation.

By submitting a bid, the bidder authorizes the collection by the City of the information set out at paragraph i) in the manner contemplated in that subparagraph.

#### **Limitation of Liability and Waiver**

Each bidder, by submitting a bid, agrees that:

- a) Neither the City nor any of its employees, agents, advisors or representatives will be liable, under any circumstances, for any Claim arising out of this procurement process including but not limited to costs of preparation of the bid submission, loss of profits, loss of opportunity or for any other Claim; and
- b) The bidder waives any Claim for any compensation of any kind whatsoever, including Claims for cost of preparation of the bid submission, 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 this procurement process, and the bidder shall be deemed to have agreed to waive such right or Claim.

#### **Validity Period**

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



**PROPOSAL FOR FURNISHING  
TENDER NO: 2022-086401T  
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I/we \_\_\_\_\_ hereby tender on equipment as set forth in the foregoing schedule at the prices quoted in accordance with the terms and conditions as heretofore described and agree that the City of Saint John may accept all or any portion of this bid and, on acceptance; this shall be deemed to be the terms of the equipment rental agreement.

**Bidder's check list**

- the bid submission is signed.
- the bid submission is legible.
- the bid submission does not contain a substantive qualification or conditions that are contrary to the terms of the bid document.
- the bid submission does not contain a change in price that was not initialled by the person who signed the submission; or
- the bid submission is in English.

<b>Company:</b>	<b>Address:</b>
<b>Signature: (print)</b>	<b>Signature: (written)</b>
<b>Tel. No.:</b>	<b>Fax no.:</b>
<b>Date:</b>	



**PROPOSAL FOR FURNISHING  
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**Section 1: Crawler Tractor with Blade (Dozer)**

Item No.	Description	Year	Make	Model	Rate/per Hour
1a)	75 HP Cat D-4 or equivalent				\$ /hr
b)	Float charge for above				\$ /hr
2 a)	90 HP Cat D-6 or equivalent				\$ /hr
b)	Float charge for above				\$ /hr
3 a)	Cat D-8 or equivalent				\$ /hr
b)	Float charge for above				\$ /hr

Note: hp requirement is net useable flywheel

**Section 2: Backhoes and Hydraulic Excavators, Loaders**

Item No.	Description	Year	Make	Model	Rate/per Hour
4 a)	1.3 cu. Yd. Backhoe/loader				\$ /hr
b)	1.3 cu. Yd. Backhoe/loader c/w breaker attachment (1000-1500 ft-lbs hammer)				\$ /hr
5 a)*	Track Type excavator (min 25 ton) c/w 1.5 cu. yd. bucket				\$ /hr
b)	Float charge for above				\$ /hr
c)	Hydraulic breaker attachment for above tracked excavator (5000-6000 ft-lbs hammer)				\$ /hr
6 a)*	Track type mounted excavator (min 30 ton) c/w 2 cu.yd. bucket				\$ /hr
b)	Float charge for above				\$ /hr
c)	Hydraulic breaker attachment for above tracked excavator (min 8000 ft-lbs hammer)				\$ /hr
7	150 net hp, wheel loader c/w front plow and cutting edge (for winter snow plowing)				\$ /hr

(\*) see item 23 in Scope and Specification



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**Section 3: Boom Trucks**

Item No.	Description	Year	Make	Model	Rate/per Hour
8 a)	Boom truck 12.5-30-ton capacity  (state length of boom without added extensions and capacity)  Specify _____				\$ /hr
b)	Boom truck 32–40-ton capacity  (state length of boom without added extensions and capacity)  Specify _____				\$ /hr
c)	Boom Truck 32–40-ton (Min.100ft reach) (for changing lights in ball fields)				\$ /hr

**Section 4: Floats, Heavy Trucks:**

Item No.	Description	Year	Make	Model	Rate/per Hour
9	<b>Floats and trailers:</b> Drop neck low bed float - 50-ton c/w tractor.				\$ /hr
10	<b>Heavy trucks</b> – Within City Limits - Hauling to Clarendon (flat rate per trip)  Truck tractor c/w fifth wheel minimum g.v.w., 65,000 lb. (does not include trailer)				\$ /hr \$ /trip
11	Truck tractor c/w dump trailer (min 25 ft)				
12	Dump truck (tandem) 6 yd. Minimum				\$ /hr
13	Dump truck (tandem) 15 yd. Minimum				\$ /hr
14	5 tonne capacity trailer/float				\$ /hr \$ /hr



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**Section 5: Snow Removal (will be awarded based on low bid to a Primary and Secondary Vendor)**

Item No.	Description	Year	Make	Model	Rate/per Hour
15	<b>Dump truck (tandem) 15 yd. Minimum (winter snow removal – day and evening)</b>	(Bidder must submit a list of minimum 5 tandems)			\$ /hr
15 a)	<b>Dump Trailer (tandem) 24 yd. Minimum (Winter snow removal – day and evening)</b>	(Advise number of Dump trailers available)			\$ /hr

**Section 6: Miscellaneous Equipment**

Item No.	Description	Year	Make	Model	Rate/per Hour
16 a)	Post hole auger truck – 8” auger mn.				\$ /hr
b)	Post hole auger truck – 12” auger min.				\$ /hr
17	Mobile steam truck (for cleaning equipment)				\$ /hr

**Section 7: Miscellaneous Equipment (please bid one or more rate options)**

Item No.	Description	Year	Make	Model	Rate less Operator		
					Daily	Wkly	Mthly
18	Plate compactor (24"x24")				\$	\$	\$
19	Steel wheel double drum vibratory roller 2 ton (ride-on)				\$	\$	\$
20	12" concrete saw - hand held				\$	\$	\$



City of Saint John

**NOTICE OF  
TENDER DECLINE  
(Fax to 658-4742)**

<b>Tender Number:</b>	<b>Tender Closing Date:</b>
<b>Tender Description:</b>	<b>Date Submitted:</b>
<b>Company Name:</b>	<b>Phone Number:</b>
<b>Contact Name:</b>	<b>Fax Number:</b>
<b>Contact Signature:</b>	
<b>Reasons for declining to submit a tender response:</b>	