



City of Saint John

Request for Proposal 2024-231001P – Para Transit Bus

“PROPOSAL 2024-231001P – PARA TRANSIT BUS”

will be received until 4:00:00 p.m., ADT, Wednesday, January 31, 2024, for the supply and delivery of one (1) (or more) para transit bus as per the enclosed specifications, terms, and conditions.

The lowest or any proposal not necessarily accepted.

Mike Lewis, SCMP
(506) 658-2930

Issue Date: Tuesday January 16, 2024

**REQUEST FOR PROPOSAL
2024-231001P
PARA TRANSIT BUS**

SECTION 1 – PROPOSAL REQUIREMENTS

1.0 TO: DEALERS BIDDING ON ENCLOSED SPECIFICATIONS

This letter is intended to clarify the intent of the City with regards to the proposed purchases.

1. This RFP contains one specification: ~~1000~~-23.
2. In addition to the specifications contained within this RFP an Options section has been added as well. The City of Saint John wishes to consider a number of options to the minimum specifications and each of these are listed in the Options section with a reference to the minimum specification they refer to. Proponents are asked to quote in the Options section the corresponding cost.
3. Should the City of Saint John, upon review of the proposal submissions, choose to replace any item(s) contained in the minimum specification of each truck bid, with an item contained in the Options page, the proposed price will be adjusted accordingly.
4. Given that this is a "Proposal Call", all deviations from the minimum specifications will be considered and weighed to assess their effect on the performance of the unit as a whole. Final determination for the acceptance or rejection of deviations from the minimum specifications rests solely with the City of Saint John.
5. The term "standard" is defined as that equipment listed or shown as standard equipment at no extra cost in the manufacturer's publications on the proposed equipment.
6. All bids shall be on the "Proposal of Furnishing" form supplied by the City and shall be in accordance with policies on file in the City of Saint John's Supply Chain Management Office.
7. Failure on the part of the vendor to supply the equipment as awarded in accordance with the terms, conditions, and specifications of the proposal or by the date stated for delivery is a serious matter which may result in the immediate cancellation of the order.

Vendors who anticipate problems or delays are advised to communicate their concerns to the Supply Chain Management Department. This information will assist the City in determining a course of action but may not mitigate the vendor's responsibility or financial obligations.

8. **PROPOSALS RECEIVED BY FAX WILL NOT BE ACCEPTED.**

2.0 WARRANTY/DELIVERY/REGISTRATION

1. Warranty

Proponents are to state specifically any and all warranties covering this/these vehicles. If manufacturer's extended warranties are available, please state extra cost, if any and provide details. Complete unit to be serviced in Saint John during the warranty period without additional charges incurred by the City of Saint John for travel, parts or labour.

2. Standard Equipment

All items listed as Standard in the Manufacturer's Specifications to be included with the vehicle upon delivery.

3. Manufacturer's Specifications

Complete specifications and illustrated description shall be submitted with each bid. Insufficient descriptive information may be cause for rejection of the bid.

4. Vehicle Delivery Inspection Sheet

A Vehicle Delivery Inspection Sheet will be provided to the successful vendor with the issuance of a Purchase Order; this form must accompany the vehicle upon delivery.

5. Delivery

Vehicle(s) and/or attachment(s) are to be delivered as per instructions and in accordance with the requirements of the tender. Deliveries will be accepted by the Manager of Fleet Administration (or his designate) 175 Rothesay Avenue, Saint John, NB.

The successful proponent upon delivery must provide:

- Completed "City of Saint John Vehicle Delivery & Information Sheet" (supplied with Purchase Order)
- Copy of NVIS Card
- Electronic Service Manuals
- Keys
- Bill of Sale (Copy of Invoice)

The City of Saint John reserves the right at any time to inspect additions or modifications to the vehicle prior to its delivery.

6. Motor Vehicle Inspection, Licensing and Registration

Current and valid Province of New Brunswick Motor Vehicle Registration with license plates, inspection certificate and sticker where required by law are to be in place at time of vehicle/equipment delivery.

In the event that the successful bidder is either a distributor or a manufacturer, importing the vehicle/equipment from the United States (or any other country other than Canada), current and valid Province of New Brunswick Motor Vehicle Registration with license plates, inspection certificate and sticker where required by law are to be in place at time of vehicle/equipment delivery. If successful distributor/manufacturer is unable to comply with these requirements and is able to substantiate this inability to the City's satisfaction, the following documentation must accompany the vehicle/equipment at the time of delivery:

- 1) Certificate of Origin or Certificate of Title, both signed-off for transfer; and
- 2) Completed Vehicle Import Form – Form 1 from the Canada Border Services Agency (CBSA); and
- 3) Proof that 13% Harmonized Sales Tax (HST) has been paid (i.e. invoice, receipt, etc.).

7. Tire Levy

Any and all tire levy charges must be included in the bid price.

3.0 EVALUATION CRITERIA

4.1) Quality and completeness – 5%

Is the proposal presented in an organized and professional manner? Is it in the format required and does it address all of the items and concerns expressed?

4.2) Minimum Specifications – 35%

Does the equipment bid comply with minimum specifications? If not, are the deviations from specifications within acceptable limits and/or do they enhance the serviceability of the equipment?

4.3) Delivery – 25%

Although no performance surety has been requested, proponents are required to quote a firm delivery date. Has the proponent offered a delivery date that is realistic and attainable?

4.4) Service Response Time – 5%

Is the proponent able to respond to all service requirements within one (1) business day, including travel time?

4.5) Cost – 30%

Cost will be a factor, however neither the only factor nor the determining factor, in the evaluation of bids.

4.0 EVALUATION OF PROPOSALS

The lowest proposal bid may not necessarily be accepted. The City of Saint John reserves the right to accept or reject any or all proposals. Proponents may be requested to supply supplemental information after the closing date to support their proposal. Proponents may be asked either in person or by phone for an interview to discuss aspects of their proposal.

5.0 SUBMISSION OF PROPOSALS:

Proposals are to be submitted via email to:

supplychainmanagement@saintjohn.ca

Proponents shall submit:

- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “2024-231001P – Para Transit Bus – Technical Proposal”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2024-231001P – Para Transit Bus – Financial Proposal”.

to the attention of:

Mike Lewis, SCMP
Procurement Specialist
Supply Chain Management

SECTION 2 – STANDARD 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:

- Canadian Free Trade Agreement
- The Atlantic Procurement Agreement
- Agreement on the Opening of Public Procurement for New Brunswick and Quebec (2008)
- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Policy for the Procurement of Goods, Services and Construction

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
Procurement Specialist
Supply Chain Management
Email: 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 | Tuesday January 16, 2024 |
| Deadline for Enquiries | 4:00:00 pm, ADT, Tuesday, January 23, 2024 |
| Deadline for Issuing Addenda | 4:00:00 pm, ADT, Wednesday, January 24, 2024 |
| Submission Deadline | 4:00:00 pm, ADT, Wednesday, January 31 2024 |

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

ADVISORY NOTICE(S)

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) 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 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) under the menu option "Tender and Proposals".

Bidders are required to sign and include all 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.

REVIEW OF PROPOSALS

The evaluation committee may invite proponents to meet with the review committee to make an oral/visual presentation in support of their proposal. The City will provide the meeting venue at its cost. The proponent shall bear its own costs related to such meeting.

ADDITIONAL INFORMATION FROM PROPONENTS

The City of Saint John reserves the right during evaluation of the bids to seek further information from any proponent and to utilize that information in evaluation and award without becoming obligated to seek further information from any other proponents.

CLARIFICATION OF BIDS

The City of Saint John reserves the right in its sole discretion to clarify any bid after close of bidding without becoming obligated to clarify any other bid.

NEGOTIATION

The City reserves the right in its sole discretion to negotiate the final terms and conditions of the engagement contract with the most probable candidate for award prior to award of the engagement.

PAYMENT

Payment shall be made on a lump sum basis only after the goods are received or the work is complete and Net 45 Days from date of invoice. Invoices are to be sent to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1.

DELIVERY / FREIGHT

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

MASH Sector Entities

As a condition of award, the successful vendor(s) agree(s) that MASH Sector entities (Municipalities, publicly funded Academic institutions (universities), School districts and Health entities (hospitals)) shall have the advantage of the discounts and prices accepted by the City. This in no way commits these entities to accepting any agreement(s) resulting from this procurement, 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 MASH Sector entity.

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

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

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.

CITY OF SAINT JOHN

Para Transit Bus
 Specification: 1000-23

SAINT JOHN TRANSIT
 PARA TRANSIT BUS

MINIMUM SPECIFICATIONS

| SPECIFICATION | COMPLY (✓) | | IF "NO" EXPLAIN |
|--|------------|----|-----------------|
| | YES | NO | |
| 1. MODEL: | | | |
| a. "Senator II" or equivalent | | | |
| b. OPTION: Electric chassis version | | | |
| 2. TYPE: | | | |
| a. 25' cut away bus | | | |
| b. 14,500 GVWR | | | |
| c. 176" (4,470mm) wheelbase | | | |
| 3. ENGINE: | | | |
| a. Gas engine. Please specify size: _____ | | | |
| b. Heavy Duty engine oil cooler | | | |
| c. Air conditioning for cab and passenger area. | | | |
| 4. TRANSMISSION: | | | |
| a. 6 Speed automatic transmission with overdrive and tow/haul option | | | |
| b. Heavy Duty Transmission cooler | | | |
| 5. REAR AXLE AND SUSPENSION: | | | |
| a. Dual rear wheels | | | |
| b. Leaf suspension | | | |
| c. Extra leaf spring on right rear for wheelchair lift | | | |
| d. Heavy duty Stabilizer bars | | | |
| e. Limited slip | | | |
| 6. FRONT AXLE AND SUSPENSION: | | | |

| SPECIFICATION | COMPLY (✓) | | IF "NO" EXPLAIN |
|--|------------|----|-----------------|
| | YES | NO | |
| a. Twin I beam with coil springs | | | |
| b. Heavy duty Stabilizer bar | | | |
| 7. BRAKES: | | | |
| a. Four-wheel disc with ABS (Anti-lock Brake System) | | | |
| 8. STEERING | | | |
| a. Power | | | |
| b. Tilt steering wheel with cruise control and intermittent wipers | | | |
| 9. WHEEL AND TIRES: | | | |
| a. 16" rims | | | |
| b. M&S rear tires | | | |
| 10. EXHAUST: | | | |
| a. Left side tailpipe | | | |
| b. Stainless Steel | | | |
| 11. COOLING SYSTEM: | | | |
| a. Heavy duty Radiator | | | |
| 12. FUEL SYSTEM: | | | |
| a. Capacity 200 litres | | | |
| 13. ELECTRICAL SYSTEM: | | | |
| a. 240 Amp alternator | | | |
| b. Master disconnect switch | | | |
| c. All body electrical junction to be in weatherproof enclosure | | | |
| d. All lights, interior and exterior to be LED | | | |
| e. Drivers overhead light | | | |
| f. Rear and side door ajar warnings, including wheelchair lift | | | |
| g. Wheelchair interlock for chair operations | | | |
| h. Red light over exit door | | | |

| SPECIFICATION | COMPLY (✓) | | IF "NO" EXPLAIN |
|--|------------|----|-----------------|
| | YES | NO | |
| i. Door activated interior lights | | | |
| 14. CAB/BODY | | | |
| a. Regular cab cutaway | | | |
| b. Manual exterior breakaway mirrors | | | |
| c. Fender mounted convex mirrors | | | |
| d. Interior mounted 6 x 9 convex mirror | | | |
| e. Padded overhead panel in driver's comp | | | |
| f. Two (2) Tower heaters in rear, complete with separate driver controls | | | |
| g. 36" right side electric door, complete with windows | | | |
| h. Entry door to be powered, without the ignition being turned on | | | |
| i. Flat floor for passenger area | | | |
| j. Emergency side windows and rear door, all to have glass | | | |
| k. Front cab overview window | | | |
| 15. SEATING: | | | |
| a. For 5 wheelchairs, complete with "Q Straints" and belt cutter | | | |
| b. For 4 passengers' | | | |
| c. 1 driver | | | |
| d. Please state amount of flip up seats _____ | | | |
| e. Fabric type seats | | | |
| 16. WHEELCHAIR LIFT | | | |
| a. Wheelchair lift "Fast Idle" with 403 interlocks. | | | |
| b. 1,000 lbs. capacity with seatbelts | | | |
| c. Location: Right rear | | | |
| d. Heavy duty double doors with windows and piston type holdbacks | | | |
| e. Remote operators' pendant, complete with hanger inside wheelchair lift door | | | |

| SPECIFICATION | COMPLY (✓) YES NO | | IF "NO" EXPLAIN |
|---|----------------------|--|-----------------|
| 17. MISCELLANEOUS | | | |
| a. Front and rear mudflaps | | | |
| b. Rear tow hooks | | | |
| c. Heater booster pump with shutoffs | | | |
| d. All doors to be keyed alike | | | |
| e. Backup alarm to be 96db | | | |
| f. First aid kit as per CSA spec | | | |
| g. Fire extinguisher and mounting bracket | | | |
| h. Triangle kit | | | |
| i. Yellow Powder coated handrails | | | |
| 18. WARRANTY: | | | |
| a. Please state warranty for each of the following: | | | |
| b. Engine | | | |
| c. Transmission | | | |
| d. Frame | | | |
| e. Body | | | |
| f. Emissions | | | |
| 19. VEHICLE ACCEPTANCE: | | | |
| a. Vehicle components and accessories must be approved by manager of Fleet and Transit or designate | | | |
| b. The supplier is responsible for delivering a fully equipped vehicle with compatible components to provide dependable efficient service. The vehicle shall meet or surpass the mandatory requirements of the Canadian Motor Vehicle Safety Standards (CMVSS) and bear the National Safety Mark. | | | |
| c. Power train components (engine, transmission, driveline and rear differentials) to give these vehicles | | | |

| SPECIFICATION | COMPLY (✓) | | IF "NO" EXPLAIN |
|--|------------|----|-----------------|
| | YES | NO | |
| ample performance to perform their operations while fully loaded on the numerous steep inclines in and around the City of Saint John | | | |
| d. Power train components (engine, transmission, driveline and rear differentials) to give these vehicles ample performance to perform their operations while fully loaded on the numerous steep inclines in and around the City of Saint John | | | |
| 20. COLOR: | | | |
| a. White Fiberglass /composite exterior panels | | | |
| b. White cab | | | |
| 21. MANUALS: | | | |
| a. Complete "as Built" drawings including parts, electrical drawings, maintenance, and service manuals for all components of bus to be delivered on USB stick | | | |



**PROPOSAL FOR FURNISHING
 RFP NO. 2024-231001P
 Para Transit Bus
 TO: THE CITY OF SAINT JOHN**

ITEM # 1 - SPEC # 1000-23 – Item 1.A. – “Senator II” or Equivalent, 25’ 14,500 GVWR, 176” Wheelbase Para Bus

The undersigned hereby agrees to furnish the equipment listed in accordance with the specifications on file in the office of the Purchasing Agent and which are attached hereto.

Mfg. Year: _____

Mfg. Make: _____

Mfg. Model: _____

Mfg. Stock Code: _____

Odometer Reading _____

Hours Reading _____

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

OPTION PRICES

Specify the ADDITIONAL cost of adding of the following options as specified (excluding HST):

| UPGRADE OPTIONS | PRICE/VEHICLE |
|--|---------------|
| SPEC 1000-23 ITEM 1. B. OPTION: Electric chassis version | \$ _____ |

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 deductions from the bid deposit as detailed in this RFP and/or cancellation of the purchase order. Delivery is to be made to the Fleet Management Division, 175 Rothesay Avenue, Saint John, N.B.

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