



City of Saint John

Request for Proposal 2024-383001P- Brush Chipper

“PROPOSAL 2024-383001P – Brush Chipper

will be received until 4:00:00 p.m., ADT, Wednesday, July 10th, 2024, for the supply and one or more Brush Chipper(s) per the enclosed specifications, terms, and conditions.

The lowest or any proposal not necessarily accepted.

Mike Lewis
(506) 658-2930

Issue Date: Tuesday, June 18, 2024

REQUEST FOR PROPOSAL
2024-383001P
Brush Chipper

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: 478-24.
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 – 15%

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 – 10%

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

4.5) Value Added – 5%

Has the proponent provided additional innovative solutions to the requirement?

4.6) 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 “2024-383001P – Brush Chipper - Technical Proposal”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2024-383001P- Brush Chipper 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
- 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
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, June 18, 2024
Deadline for Enquiries	4:00:00 pm, ADT, Tuesday July 2, 2024
Deadline for Issuing Addenda	4:00:00 pm, ADT, Wednesday, July 3, 2024
Submission Deadline	4:00:00 pm, ADT, Wednesday, July 10, 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.

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
Brush Chipper
Specification: 812-24

MINIMUM SPECIFICATIONS

SPECIFICATION	COMPLY (✓)		IF "NO" EXPLAIN
	YES	NO	
1. MODEL:			
A. New; not previously used			
2. TYPE			
A. Supply one (1) "Bandit Intimidator "chipper Model 12XPC or equivalent			
B. OPTION: "Bandit Intimidator 15XP towable "			
C. Chipping capacity: Twelve (12) inch (305 mm)			
D. Length: One hundred and ninety-four (194) inch (4,928 mm)			
E. Height: Ninety-eight (98) inch (2489 mm)			
F. Width: Eighty (80) inch (2032) mm			
G. Gross weight: Five thousand and five hundred (5,500) lbs. (2,495 kgs.)			
H. Suspension: Six thousand (6,000) lbs. (2,722 kgs.) torsion			
I. OPTION: Suspension to be reinforced to provide up to and no greater than seven thousand and five hundred (7,500) lbs. (3401 kgs.)			
3. ENGINE			
A. Seventy-Four (74) horsepower diesel			
B. Electric start with safety kill switch			
C. OPTION: comparable performance gas engine			
4. WHEELS AND TIRES			
A. Two (2) radial tires with rims and splash guard fenders			
5. BRAKES			
A. Electric brakes with "break away" switch			
6. BRUSH CHIPPER COMPONENTS			
A. Fifty-four (54) inches wide x thirty and three-quarter (30-3/4) inches (1,371 mm x 787 mm) high folding in-feed			

SPECIFICATION	COMPLY (✓)		IF "NO" EXPLAIN
	YES	NO	
chute opening equipped with quick shut-off, reversing feed works control, and an in-feed hopper dimension of thirty and three-quarter (30 $\frac{3}{4}$) high x fifty-four (54) inches wide (781 mm x 1371 mm)			
B. Dual horizontal feed wheels sixteen and three-eighths (16 $\frac{3}{8}$) inches wide x seven and one half (7 $\frac{1}{2}$) dia. (416 mm x190 mm) equipped with hydraulic lift assist with manually applied hydraulic down pressure and reversing auto feed system with additional one thousand (1000) lbs. of yoke down pressure at valve handle			
C. Twenty-four (24) inch dia. x eighteen and three-quarter (18 $\frac{3}{4}$) inches (609 mm x 476 mm) wide staggered knife pocket drum with four (4) knife pockets			
D. Knives to be five eighths (5/8) of an inch thick x five and one half (5 $\frac{1}{2}$) inches wide x nine (9) inches long (15.9 mm x138 mm x 229 mm)			
E. Chip thrower to have twelve (12) drum fan blades, six (6) per side, one-quarter ($\frac{1}{4}$) inch thick x eight (8) inches long (6.35 mm x 203 mm)	-		
F. Three (3) inch chipper shaft (76mm)			
G. Twenty-five (25) gallon (114L) fuel tank with drain plug, sight gauge, and lockable cap;			
H. Twelve (12) gallon (54.5 L) lockable hydraulic oil tank with sight gauge, 10 micro suction filter and inspection cover			
I. Ten (10)-micron hydraulic return filter			
J. Eight (8) GPM pump with twelve thousand (12,000) psi burst pressure hoses and open center control valve			
K. Two thousand and five hundred (2500) psi relief valve			
L. Three-hundred and sixty (360) Degree manual cranking, height-adjustable, swivel discharge chute with a 3-position adjustable flipper end to deflect chips;			
M. Two (2) inch X four (4) inch x one quarter (1/4) inch (51 mm x 102 mm x 6.35mm) tubular frame with cross bracing			
N. Three (3) inch x Six (6) inch x three eighths (3/8) of an inch (76.2mm x 152.4mm x 9.5 mm) rectangular tubing drawbar with adjustable hitch plate, two and one half (2 $\frac{1}{2}$) inch (64 mm) pintle ring and five sixteenths (5/16) of an inch (7.93 mm) thick safety chains claps hooks			
O. Six thousand (6,000) lbs. (2722 kgs.) Torflex suspension			
P. Eight thousand (8,000) lbs (3620 kgs.) tongue jack with stationary foot pad and 15" (381mm) of height travel			
Q. One (1) one thousand (1000) CCA battery with a lockable steel battery box			

SPECIFICATION	COMPLY (✓)		IF "NO" EXPLAIN
	YES	NO	
R. License plate holder with light			
S. Registration and operator guide holder			
T. Enclosed engine with gauge panel, radiator fins screen and slide rails for belt adjustment			
U. Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps and license plate holder with light			
V. Extended taillight mounts (rabbit ear style) mounted on in-feed top			
W. OPTION: Folding in-feed tray			
X. OPTION: Knife saver tool			
Y. OPTION: Hydraulic winch pkg			
7. PAINT			
A. Exterior to be manufacturer's standard fleet color			
B. Industrial urethane topcoat with a two-component urethane primer and military grad resins for resistance to anti-freeze, diesel fuel and hydraulic oil spills - system provides an excellent gloss finish, superior color retention, chip resistance and corrosion protection			
8. MANUALS			
A. Shop service, parts information, Technical Service Bulletins (TSB's) MUST be provided electronically by the authorized dealer.- NO EXCEPTIONS			
B. Electronic back-up, safety DVD, start-up paperwork, engine manual and OEM component manuals			



PROPOSAL FOR FURNISHING

**RFP NO. 2024-383001P Brush
 Chipper
 TO: THE CITY OF SAINT JOHN**

ITEM # 1 - SPEC 812-24 – Item 2.A. – One (1) “Bandit Intimidator” Chipper Model 12XPC or equivalent

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 each of the following options as specified (excluding HST):

UPGRADE OPTIONS	PRICE/UNIT
SPEC 812-24 ITEM 2.B. OPTION: “Bandit intimidator 15XP towable”	\$
SPEC 812-24 ITEM 2. I. OPTION: Suspension to be reinforced to provide up to and no greater than seven thousand and five hundred (7,500) lbs. (3401 kg) KG	\$
SPEC 812-24 Item 3. C. OPTION: comparable performance gas engine	\$
SPEC 812-24 Item 6. W. OPTION: Folding in-feed tray	
SPEC 812-24 Item 6. X. OPTION: Knife saver tool	
SPEC 812-24 Item 6. Y. OPTION: Hydraulic winch package.	

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: