



City of Saint John

Tender

2024-395001T

Forklift - 4 Ton Capacity – Propane Fuelled

Sealed tenders, hand delivered or couriered, addressed to Mike Lewis, SCMP, Supply Chain Management, 1st Floor – 175 Rothesay Avenue, Saint John, NB, E2J 2B4, and marked on the envelope:

"Tender # 2024-395001T

Forklift - 4 Ton Capacity – Propane Fuelled"

will be received until, Tuesday, May 7, 2024, 2:30:00 pm, ADT, for the supply of one or more Forklift - 4 Ton Capacity-Propane Fuelled in accordance with the enclosed specifications, terms and conditions.

The lowest or any tender not necessarily accepted.

Mike Lewis, SCMP
Supply Chain Management

Issued: Tuesday April 23, 2024

INFORMATION FOR BIDDERS

**TENDER NO: 2024-395001T
Forklift - Propane Fuelled – 4 Ton Capacity
CITY OF SAINT JOHN, NB**

TO: DEALERS BIDDING ON ENCLOSED SPECIFICATIONS

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

1. The equipment listed in the City's specifications must be furnished whether or not included in the standard manufacturer's specifications.
2. 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 tendered vehicle(s). Option items are to be priced separately on the Form of Tender.
3. All bids shall be on the "Proposal for Furnishing" form supplied by the City and shall be in accordance with specifications on file in the office of the Supply Chain Management Department.
4. Terms of payment are net 45 days.
5. In case of tie low bids, the City reserves the right to use the most expedient means available to arrive at an award.
6. No verbal agreement or conversation with any officer, agent or employee of the owner either before or after execution of the contract shall effect or modify any of the terms or obligations contained in any of the documents comprising the said contract.
7. The City of Saint John reserves the right at anytime to inspect additions or modifications to the vehicle prior to its delivery.
8. Since this tender represents the acquisition of equipment new to the City's fleet, it is important that the Automotive Stockroom add to its inventory, sufficient stock of the consumable parts necessary to maintain this equipment. To this end, the successful bidder is required to submit a complete list of parts considered consumable, c/w brand names and manufacturer's part numbers.

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 Strategic Procurement Policy

Submission Instructions

The deadline for submission of bids is 2:30:00 pm, ADT, Tuesday May 7, 2024.

Sealed tenders, hand delivered or couriered, addressed to Mike Lewis, SCMP, Supply Chain Management, 1st Floor – 175 Rothesay Avenue, Saint John, NB, E2J 2B4, and marked on the envelope:

**“TENDER NO: 2024-395001T
Forklift – 4 Ton Capacity – Propane Fuelled”**

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

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 enquiries 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. Enquiries received after the deadline for enquiries will not receive a response.

Schedule for the Bid Process

Issue Date	Tuesday, April 23, 2024
Deadline for Enquiries	4:00:00 pm, ADT, Monday April 29 ,2024
Deadline for Issuing Addenda	4:00:00 pm, ADT, Tuesday April 30, 2024
Submission Deadline	2:30:00 pm, ADT, Tuesday May 7, 2024

The Schedule for the bid process is tentative only and may be changed by the City at 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 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.

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, 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). Vendors are to ensure invoices are not sent both ways.

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 175 Rothesay Avenue, Saint John, NB, prepaid.

Basis for Award

Award will be made to the lowest compliant bidder as determined by the City.

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 15% Harmonized Sales Tax (HST) has been paid (i.e. invoice, receipt, etc.).

Standard Equipment

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

Manufacturer's Specifications

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

Training

Manager of Fleet Administration (or designate) and successful vendor will meet (maximum 2 our preparation meeting) to establish operator and mechanical technician needs analysis for a training and troubleshooting curriculum.

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.

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 bidder upon delivery must provide:

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

Warranty

Vendors 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.

Notice of Decline

Vendors who do not wish to submit a bid for a specific tender are requested to complete the attached “Notice of Tender Decline” form and return it to the City’s Purchasing Department, specifying the reasons, a minimum of 8 days prior to the tender closing. The Purchasing Department may, if deemed appropriate, chose to delay the tender close in order to address the concerns raised by the declining vendor.

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
Forklift - 4 Ton Capacity – Propane Fuelled
SPECIFICATION #804-24

SPECIFICATION	COMPLY (✓) YES NO		IF "NO" EXPLAIN
1. FORKLIFT MODEL/CAPACITY			
A. Eight thousand (8,000) lbs. (3,629 kgs.)			
B. Operating weight: twelve thousand seven hundred and sixty-five (12,765) lbs. (5,790 kgs.)			
C. Four (4) wheel propane forklift			
2. ENGINE			
D. Propane 94 HP @ 2,500 RPM			
3. POWER STEERING			
A. Hydrostatic Power Steering, with lateral steering cylinder on steer axle			
4. CENTER OF GAVITY			
A. Twenty-three point six (23.6) inches (600 mm)			
5. MAXIMUM FORK HEIGHT			
A. One hundred and sixty-seven point nine (167.9) inches (4,265 mm)			
6. MAXIMUM MAST HEIGHT (FORK RAISED)			
A. One hundred and ninety-eight (198) inch (5,050 mm)			
7. MAST TILT			
A. Forward- 8 degrees			
B. Backward- 10 degrees			
8. SIZE			
A. Length to fork face – One hundred and twenty-one (121) inches (3,070 mm)			
B. Width -Fifty-four (54) inches (1,372 mm)			

SPECIFICATION	COMPLY (✓)		IF "NO" EXPLAIN
	YES	NO	
C. Height – Eighty-seven point six (87.6) inches (2,225 mm)			
9. DRIVE SPEED			
A. 17 KPH (11 MPH)			
10. MINIMUM TURNING RADIUS OUTER			
A. One hundred and eight (108) inches (2,735 mm)			
11. MAST			
A. Two-stage mast			
12. SIZE OF FORKS			
A. Length – forty-one (41) inch (1,050 mm)			
B. Maximum fork width: forty-six point five (46.5) inches (1,182 mm)			
13. TIRES			
A. Pneumatic tires			
14. BRAKES			
A. "Wet" type brakes			
B. Parking brake			
15. ACCESSORIES			
A. Programmable controller, this should be micro-processor based to ensure effective speed control			
B. Safety features like armature current limit, potentiometer fault protection, thermal protection, undervoltage protection are to be provided			
C. Forks to include "side shift" feature.			
D. Load back rest			
E. Driver's high visibility overhead guard			
F. Signal lights			
G. OBS light with flasher in amber color, on the overhead guard			
16. COLOR			

SPECIFICATION	COMPLY (✓)		IF "NO" EXPLAIN
	YES	NO	
A. Exterior to be manufacturer's standard fleet color- School Bus Yellow			
B. Vendor shall supply paint chips for selection. Final determination of the acceptance of the manufacturer's fleet color rests with the Manager of Fleet Administration in concert with the user department.			
C. Interior color to be compatible with exterior, other than black			
17. MANUALS			
A. Shop service, parts information, Technical Service Bulletins (TSB's) shall be provided electronically by the authorized dealer.- NO EXCEPTIONS			

**PROPOSAL FOR FURNISHING
TENDER NO: 2024-395001T
Forklift – 4 Ton Capacity – Propane Fuelled**

TO: THE CITY OF SAINT JOHN

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

Mfg. Year: _____ Mfg. Make: _____

Mfg. Model: _____ Mfg. Stock Code: _____

Net purchase price per vehicle: \$ _____ / Each

All bid prices to exclude tax (HST)

It is agreed that the unit(s) as bid will be **delivered complete within _____ weeks (state number of weeks)** from date of purchase order and that failure to deliver within such period will be cause for cancellation of the order.

It is also agreed that, should the bidder fail to make delivery on or before the date specified in the bid, the City reserves the right, at its sole discretion, to cancel the order in its entirety.

- () **Yes** () **No** - Warranty information is enclosed as part of this tender.
- () **Yes** () **No** - Descriptive literature of all equipment is enclosed as part of this tender. Equipment is to be completely serviced by the dealer before units are delivered, subject to inspection and approval by the City. No material deviation from the specifications will be permitted.

It is understood by the undersigned that the authorized signature on the proposal hereby affirms that no collusion with other bidders has taken place. Evidence of collusion shall be cause for rejection of the bid.

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



City of Saint John

NOTICE OF TENDER DECLINE (Fax to 658-4742)

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