

TENDER FOR SUPPLY OF GOODS:



INSTRUCTIONS TO BIDDERS
April 30, 2021

TENDER FOR SUPPLY OF WATERWORKS SUPPLIES

CITY OF MOOSE JAW
SASKATCHEWAN

CLOSING DATE:
May 12, 2021 at 3:00 p.m. (Central Standard Time)

INTRODUCTION

1. The City of Moose Jaw ("Moose Jaw") seeks Bids from vendors for the supply of Waterworks Supplies (the "Goods"). Details regarding this tender and the Goods required by Moose Jaw can be found in the Bid Documents.

SUBMISSION DEADLINE

2. Submit Bid via email, or in hard copy to the following address **before 3:00 p.m. (Central Standard Time), May 12, 2021**

Monica White, Deputy City Comptroller
City of Moose Jaw
Phone: 306-694-4501
E-mail: FinanceBids@moosejaw.ca

City of Moose Jaw
228 Main Street N,
Moose Jaw, SK S6H 3J8

3. Moose Jaw's office hours for the purpose of receiving Bids are 11:00 a.m. to 3:00 p.m. (Central Standard Time), Monday to Friday, excluding statutory holidays.
4. Any Bids received after the Bid submission deadline will be returned to the Bidder unopened.

BID DOCUMENTS

5. The Bid Documents consist of the following:
 - (a) Instructions to Bidders
 - (b) Schedule A – Specifications for Goods
 - (c) Schedule B – Bid Form
 - (d) Schedule C – Form of Supply Agreement
6. Upon receipt of Bid Documents, Bidders should verify that documents are complete and that no documents, sections, forms or pages are missing.
7. The Bid Documents are provided to Bidders for the sole purpose of obtaining Bids for this project and do not confer any license or grant permission for any other use.

INQUIRIES

8. Any inquiries concerning this tender or the Bid Documents should be directed in writing as follows:

Monica White, Deputy City Comptroller
City of Moose Jaw
Phone: 306-694-4501
E-mail: FinanceBids@moosejaw.ca

City of Moose Jaw
228 Main Street N,
Moose Jaw, SK S6H 3J8

9. Questions should be submitted not less than 5 working days before the Bid submission deadline. Replies may be in the form of addenda, a copy of which would be posted on www.sasktenders.ca.
10. The Bidder should refrain from contacting other employees or members of Council of Moose Jaw in respect of this procurement process, including for the purposes of lobbying or attempting to influence the outcome of this procurement process. Any such contact may, in Moose Jaw's sole discretion, result in disqualification of the Bidder.
11. The Owner may make changes to the Bid Documents prior to the Bid submission deadline. Any changes will be in the form of written addenda which will be posted on www.sasktenders.ca.
12. All addenda become part of the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing Bids and should confirm, prior to submitting Bids, that all issued addenda have been received.

COMPLETION OF BIDS

Bid Completion

13. Bidders should complete the Bid Form and all Appendices which are attached to the Bid Form in their entirety, and should fulfill all other Bid submission requirements indicated in the Bid Form and the Appendices. Bids should be completed in accordance with these Instructions to Bidders and any directions in the Bid Form or the Appendices.
14. The Bid Form should be executed by an authorized representative of the Bidder.
15. Bids should be submitted in a sealed opaque envelope, clearly identified with Bidder's name on the outside.

Bid Security

16. If applicable, Bids should be accompanied by any Bid security that is indicated in the Bid Form (including the Appendices) as a submission requirement.

Amendment/Withdrawal of Bid

17. Amendments to submitted Bids will be permitted if received in writing prior to the Bid submission deadline and if executed in the same manner as the original Bid.

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18. Bidders may withdraw their Bids at any time prior to the deadline for submitting Bids by giving written notice to Moose Jaw, signed by the Bidder. Bidders that withdraw their Bids may resubmit a Bid in accordance with these Instructions to Bidders prior to the Bid submission deadline.

EVALUATION OF BIDS

19. In evaluating Bids, Moose Jaw expects to select the Qualified Bidder with the lowest Bid price for each of the products listed on the Bid Form. Accordingly, Moose Jaw may enter into contracts with multiple bidders following the conclusion of this tender. Since Moose Jaw's intention is to secure the Qualified Bidder with the lowest Bid price for each individual product which is subject of this tender, Moose Jaw may accept any Bid in whole or in part. By submitting a Bid, each Bidder acknowledges that its Bid is subject to full or partial acceptance by Moose Jaw.
20. The Owner will hold a private Bid opening on **May 12, 2021 at 3:00p.m. (Central Standard Time)**. The Bid opening will be held at:
- City of Moose Jaw 228 Main St. N. Moose Jaw, SK S6H 3J8**
21. The Owner will complete its evaluation of Bids privately to determine whether Bids are compliant with these Instructions to Bidders, and to determine which Bidder is the lowest Qualified Bidder.
22. The Owner will determine who is a Qualified Bidder in its sole discretion, taking into account the following evaluation criteria:
- (a) satisfaction of the specifications for the Goods identified in Schedule A;
 - (b) the Bidder's qualifications, experience and capacity to supply the goods and perform its obligations under a Contract with Moose Jaw;
 - (c) the completeness of a Bidder's Bid submission; and
 - (d) such other criteria as Moose Jaw considers relevant.
23. Moose Jaw will assess whether each Bidder is a Qualified Bidder primarily based on the information contained in each Bidder's Bid. In addition, in assessing the Bidder's qualifications, the Moose Jaw may have regard to the following:
- (a) clarifications and/or additional information that may be supplied pursuant to requests from the Moose Jaw;
 - (b) interviews and/or reference checks that may be conducted at Moose Jaw's discretion;
 - (c) previous experience of Moose Jaw in working with the Bidder; and
 - (d) information received from any source that Moose Jaw considers reliable.

24. In determining the lowest Bid price from among the Qualified Bidders, Moose Jaw expects to take into consideration all pricing information submitted with the Bids received, including any alternate pricing or pricing for optional components of the Goods.
25. The Owner may, in its sole discretion, request clarification from a Bidder during the evaluation process. In responding to a request for clarification, the Bidder may not revise, amend or otherwise alter its Bid.
26. The Owner intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any Bid will not necessarily be accepted.
27. The Owner may, in its sole discretion, retain for consideration Bids that are non-conforming because they fail to comply with these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any defects, informalities or irregularities in a Bid and accept a Bid which contains any such defects, irregularities or informalities.
28. The Owner may, in its sole discretion, between the opening of Bids and the award, if any, provide Bidders with an opportunity to correct any defects, informalities or irregularities in their Bid.

BID ACCEPTANCE

29. Bids must remain open for acceptance and be irrevocable for a period of 60 (sixty) calendar days after the Bid submission deadline.
30. Moose Jaw will notify the selected Bidder or Bidders in writing that its Bid has been accepted. Moose Jaw will then prepare a formal agreement (in the form set out in Schedule C – Form of Agreement) (the "Contract") for execution based on the selected Bid, and will deliver the Contract to the selected Bidder for execution. The selected Bidders will be obligated to execute the Contract within 3 working days after receipt of the Contract for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid Security (if applicable). Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that Moose Jaw may have against the Bidder.
31. Moose Jaw intends to notify all unsuccessful Bidders, by e-mail, promptly after execution of the Contract. Unsuccessful Bidders may request a debriefing interview, to obtain feedback on their submission, within four weeks after receiving a notification letter.
32. If Bidders are required to provide security deposits with their Bids, the security deposits of unsuccessful Bidders will be returned as soon as possible after the selected Bidder executes the Contract. If no Contract is awarded, all security deposits will be returned. The security deposit of the successful Bidder will be returned after the Bidder has executed the Contract.
33. The successful Bidder and associated winning Bid will be public information. In following the Canadian Free Trade Agreement, the following information will be disclosed publicly as per the Owner's *Purchasing Policy*:
 - (a) a description of the goods or services procured;

- (b) the name and address of the procuring entity;
- (c) the name and address of the successful supplier;
- (d) the value of the successful Bid;
- (e) the date of award; and
- (f) if limited tendering was used, the conditions and circumstances described in Article 513 of the Canadian Free Trade Agreement that justified its use.

MISCELLANEOUS

34. If all qualified Bids (as determined by Moose Jaw in its sole discretion) exceed the amount that Moose Jaw has budgeted for this purchase or if Moose Jaw otherwise determines, at its sole discretion, that not entering into a Contract with any of the Bidders would be in its best interests, Moose Jaw may:
- (a) reject all Bids;
 - (b) cancel this tender;
 - (c) issue a new tender or commence another procurement process, based on the same or differing goods or other requirements; and/or
 - (d) enter into sole source negotiations with one or more qualified Bidders in order to obtain a lower price that is within Moose Jaw's budget.
35. The Bidder is expected to keep confidential all documents, data, information and other materials of Moose Jaw which are provided to or obtained or accessed by the Bidder in relation to this tender (which has not otherwise been made publicly available) and not make any public announcements or news releases regarding this tender or the selection of a Bidder, without the prior written approval of Moose Jaw.
36. Bidders are advised that as a city, Moose Jaw is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a city. Bidders are advised that Moose Jaw may be required to disclose the Bid Documents and a part or parts of any Bid in response to this tender pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
37. Bidders are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this tender. Bidders should identify any information in their proposals that they consider to be confidential or proprietary business information.

38. The Owner is not responsible for any costs incurred by the Bidders in preparing their Bid submission or otherwise in participating in this procurement.
39. The Bidder, by submitting a Bid, agrees that if Moose Jaw breaches any of the duties, responsibilities or obligations owed to the Bidder as a result of the Bidder's participation in this procurement process, Moose Jaw's maximum aggregate liability to the Bidder will be the reasonable costs actually incurred by the Bidder in preparing its Bid. The Bidder, by submitting the Bid, hereby waives any other claim, including, without limitation, any claim for any loss of profits, in the event the Bid is not selected by Moose Jaw.
40. This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

Schedule "A" – Specifications for Goods

Description of Goods

The City of Moose Jaw requires goods for the repair and maintenance of the City's water and sewer infrastructure. A full listing of items is provided in Appendix A –Goods Pricing.

ASSORTED FITTINGS

**C900 PVC GASKETED FITTINGS
MEETING AWWA SPECIFICATIONS**

**VALVES
FITTINGS MEETING AWWA C509 SPECIFICATIONS**

HYDRANTS

CAST IRON FITTINGS

PIPE COUPLINGS

PVC PIPE

GASKETED PVC SEWER FITTINGS

MISCELLANEOUS ITEMS

Specifications

Each bidder shall specify, on the forms supplied by the City, the price at which the bidder is offering to supply each of the separate items indicated. Quantities are estimates and therefore could vary from actual purchase.

Prices listed for the products shown should be net of tax and should not include Goods and Services Tax or the Provincial Sales Tax.

All products and services must meet all current AWWA Standards and ASTM specifications as well as Provincial, Federal, Municipal, OH&S, etc. standards and if any defects are found all costs involved to correct the problem will be borne by the quoting firm.

Delivery and Payment Terms

Cartage - to be delivered FOB 1010 High Street West, Moose Jaw, Saskatchewan, unless otherwise specified. **The Storekeeper at this location must be given 24 hours prior to the shipment arrival to properly arrange for receiving, including unloading. Insufficient notice will delay this process and any additional costs caused by insufficient notice will be borne by the supplier. Yard deliveries are required to be made prior to 3:00 pm.**

Shipments to be made only on an order being placed by an authorized staff member of a City Department. A local Purchase Order Number or standing Purchase Order Number, will indicate the list of products or service required, and will indicate the name and location of the City Department to which the delivery is to be made.

Invoices may be submitted electronically to AccountsPayable@moosejaw.ca. A packing slip outlining quantity and name of products must be provided at the point and time of delivery.

The Goods and Services Tax and Provincial Sales Tax are to be shown separately on all invoices.

Schedule "B" – Bid Form

Tender: 2021 Waterworks Supplies Tender
City of Moose Jaw, Saskatchewan

Submitted To: City of Moose Jaw ("Moose Jaw")
228 Main Street N,
Moose Jaw, SK S6H 3J8
Attention: Monica White, Deputy City Comptroller

Bid Price

We, _____
(Company Name)

of _____
(Business Address)

having examined the Bid Documents, all as issued by Moose Jaw, hereby offer to enter into a contract to supply the goods specified in the Appendices to the Bid Form for the price(s) specified in such Appendices.

Appendices to Bid:

The following listed forms are attached to and form an integral part of this Bid:

- (i) Appendix A – Goods/Pricing
- (ii) Appendix B – Conflict of Interest Disclosure

Enclosed with this Bid are all of the additional submission requirements specified in Appendix C.

Declarations:

We hereby declare that:

- (i) no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
- (ii) this Bid has been prepared without any collusion, comparison or arrangement with any other party that is submitting a Bid for this project; and
- (iii) this Bid is open to acceptance for a period of sixty (60) days following the Submission Deadline specified in the Instructions to Bidders.

We agree that, if Moose Jaw breaches any of the duties, responsibilities or obligations owed to us as a result of our participation in this procurement process, Moose Jaw's maximum aggregate liability to us will be the reasonable costs actually incurred by us in preparing our Bid. We hereby waive any other claim, including, without limitation, any claim for any loss of profits, in the event that our Bid is not selected by Moose Jaw.

We understand that Moose Jaw may not necessarily accept the lowest or any bid submitted.

Signatures:

Signed and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

Signature:

Name & Title:

(Please Print or Type)

Dated at _____ This _____ day of _____, 20 _____

Appendix A - Goods/Pricing

We offer to enter into a contract to supply the following goods to Moose Jaw for the price(s) stated below:

ASSORTED FITTINGS

Description of fittings is taken from the Mueller Catalogue. Quotes on other makes of fittings equal to these will be considered for acceptance. All fittings shall conform to ANSI/AWWA C800 latest revision. Fittings manufactured with brass alloy exceeding 0.25% weighted average of lead will not be accepted. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from an approved lead free and/or low lead alloy listed in ANSI/AWWA C800.

*Prices should **not** include GST or PST.

W-1 ITEM	QTY	DESCRIPTION	MAKE OF FITTING AND MANUFACTURERS PART #	UNIT PRICE	PRICE CDN\$
1.	140	¾ ” H15209N Curb Valves Compression Copper – no drain			

**Please indicate delivery time required from receipt of PO _____
 (MAXIMUM OF 15 BUSINESS DAYS)**

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

C900 PVC GASKETED FITTINGS

(MEETING AWWA SPECIFICATIONS)

*Prices should **not** include GST or PST.

W-2 ITEM	QTY	DESCRIPTION	TRADE NAME OR MAKE OF FITTING	UNIT PRICE	PRICE CDN\$
1.	2	6"x 4" C900 PVC Tyton Reducer Bushing B x SP			
2.	1	10" x 10" x 6" C900 PVC Tyton Tees			
3.	1	12" x 12" x 6" C900 PVC Tyton Tees			
4.	1	12" x 12" x 12" C900 PVC Tyton Tees			

Please indicate delivery time required from receipt of PO _____
(MAXIMUM OF 15 BUSINESS DAYS)

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

**VALVES
 (FITTINGS MEETING AWWA C509 SPECIFICATIONS)**

*Prices should **not** include GST or PST.

W-3 ITEM	QTY	DESCRIPTION	MAKE OF FITTING <u>AND</u> MODEL #	UNIT PRICE	PRICE CDN\$
1.	6	6" Tyton Resilient seat gate valve open left AWWA C509 Standard Hub End c/w Stainless Steel trim & rubber gaskets			
2.	3	10" Tyton Resilient seat gate valve open left AWWA C509 Standard Hub End c/w Stainless Steel trim & rubber gaskets			

**Please indicate delivery time required from receipt of PO _____
 (MAXIMUM OF 15 BUSINESS DAYS)**

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

HYDRANTS

*Prices should **not** include GST or PST.

W-4 ITEM	QTY	DESCRIPTION	MAKE OF FITTING <u>AND</u> MODEL #	UNIT PRICE	PRICE CDN\$
1.	6	6" Hydrants – compression type Brigadier M-67 or equal c/w 2 ½" hose nozzles one 4 ½" pumper nozzle nine (9) foot bury 6" Tyton hub inlet base. Threads & Operating nuts to City of Moose Jaw specifications AWWA standards. To be painted Fire Engine Red with Silver Top and Nozzles and equipped with breakaway release features.			

Please indicate delivery time required from receipt of PO _____
 (MAXIMUM OF 25 BUSINESS DAYS)

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

CAST IRON FITTINGS

*Prices should **not** include GST or PST

W-5 ITEM	QTY	DESCRIPTION	TRADE NAME OR MAKE OF FITTING	UNIT PRICE	PRICE CDN\$
1.	4	TF-35 Catch Basin Frame & Cover (Titan) Note: Frame & Cover to be Matched & Shipped as a Unit			
2.	6	TF-31 Catch Basin Frame & Cover (Titan) Note: Frame & Cover to be Matched & Shipped as a Unit			
3.	6	TF-36 Catch Basin Grates only (Titan)			
4.	10	12" Type A Valve Box extensions for Sliding Type A (Titan) (NO Rubber Locking Collars or Flanges Required)			
5.	10	24" Type A Valve Box extensions for Sliding Type A (Titan) (NO Rubber Locking Collars or Flanges Required)			
6.	6	TF-39 Manhole Solid Cover only (Titan)			
7.	10	TF-101 (6") Manhole Frame & Solid Cover (Titan) Note: Frame & Cover to be Matched & Shipped as a Unit			
8.	20	Type A Valve Box PVC Lower Section only for Sliding Type A			
9.	60	Type A Valve Box Lid for Sliding Type A (Titan)			
10.	20	Type A Valve Box Cast Iron (30" upper) Section w/ ground flange at top (Titan)			

**Please indicate delivery time required from receipt of PO _____
 MAXIMUM OF 15 BUSINESS DAYS)**

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

PIPE COUPLINGS

*Prices should **not** include GST or PST.

W-6 ITEM	QTY	DESCRIPTION	MAKE OF FITTING <u>AND</u> PART #	UNIT PRICE	PRICE CDN\$
1.	20	4" Fernco #1002 or equivalent			
2.	10	4" Fernco #1051 or equivalent			
3.	60	4" Fernco #1056 or equivalent			
4.	60	6"x4" Fernco #1002 or equivalent			
5.	30	6"x4" Fernco #1006 or equivalent			
6.	10	6"x4" Fernco #1056 or equivalent			
7.	10	8" Fernco #1002 or equivalent			
8.	10	8" Fernco #1006 or equivalent			
9.	6	10" Fernco #1056 or equivalent			
10.	6	12" Fernco #1002 or equivalent			
11.	10	12 Fernco #1056 or equivalent			

**Please indicate delivery time required from receipt of PO _____
 (MAXIMUM OF 15 BUSINESS DAYS)**

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

PVC PIPE

Note: All pipe, if applicable, is to be shipped with enough pipe joint lubricant, compatible with potable water pipe, which would be necessary to complete every joint per manufacturer’s recommendation. This lubricant is to be supplied at no extra charge.

*Prices should **not** include GST or PST.

W-7 ITEM	QTY	DESCRIPTION	TRADE NAME	UNIT PRICE	PRICE CDN\$
1.	252m	4” (100mm) SDR 35 PVC Sewer Pipe (63 x 4M lengths only)		/m	
2.	72m	8” (200mm) SDR 35 PVC Sewer Pipe (18 x 4M lengths only)		/m	
3.	24m	15” (375mm) Ribbed Sewer Pipe (6 x 4M lengths only)		/m	
4.	32m	18” (450mm) Ribbed Sewer Pipe (8 x 4M lengths only)		/m	
5.	24.4m	4” (100mm) C900 AWWA PVC Water Pipe (4 x 6.1M lengths only)		/m	

Please indicate delivery time required from receipt of PO _____
 (MAXIMUM OF 15 BUSINESS DAYS)

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

GASKETED PVC SEWER FITTINGS

*Prices should **not** include GST or PST.

W-8 ITEM	QTY	DESCRIPTION	TRADE NAME OR MAKE OF FITTING	UNIT PRICE	PRICE CDN\$
1.	40	4" x 22 1/2° SDR 35 PVC Bend "G" x "S"			
2.	30	4" x 45° SDR 35 PVC Bend "G" x "S"			
3.	4	8"x 8"x 4" SDR 35 PVC TEE "G"x"G"x"G"			
4.	3	6"x 4" SDR 35 PVC Reducer "G" x "S"			

**Please indicate delivery time required from receipt of PO _____
 (MAXIMUM OF 15 BUSINESS DAYS)**

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

MISCELLANEOUS ITEMS

Description of fittings is taken from the Ford Meter Box Company, Inc. Catalogue. Quotes on other makes of restrainers, back up rings and couplings equal to these will be considered for acceptance. Cast Ductile Iron shall be rated at a minimum 250 psi on pipe sizes 4” through 8” and a minimum 200 psi on pipe sizes 10” and 12” and conform to ASTM A536 Grade 65-45-12. Bolts shall be stainless steel per ASTM A193 and ASTM A194. Cast ductile iron parts shall be epoxy-coated.

All brass fittings that come into contact with potable water shall conform to ANSI/AWWA C800 latest revision. Fittings manufactured with brass alloys exceeding a .25% lead content by weight which is not listed in ANSI/AWWA C800 will not be approved. All such fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from an approved low-lead alloy listed in ANSI/AWWA C800.

*Prices should not include GST or PST.

W-9 ITEM	QTY	DESCRIPTION	MAKE OF FITTING AND MANUFACTURERS PART	UNIT PRICE	PRICE CDN\$
1.	15	6” #UFR1300-C-6-X-I Gripper Ring c/w SS Side Bolts and SS rods Uni- flange Restrainers			
2.	1	10” #UFR1300-C-10-X-I Gripper Ring c/w SS Side Bolts and SS rods Uni-flange Restrainers			

**Please indicate delivery time required from receipt of PO _____
 (MAXIMUM OF 15 BUSINESS DAYS)**

NOTE: Quantities shown are approximate and could vary.
 The City reserves the right to accept any tender in whole or in part.

Appendix B

Conflict of Interest Disclosure

Select the appropriate statement that applies:

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the City of Moose Jaw, its members of Council and management.

OR

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the City of Moose Jaw, its members of Council and management except as set out below:

Summary of the nature of any actual or potential conflict of interest:

Schedule "C" – Form of Supply Agreement