



REQUEST FOR PROPOSALS
November 19, 2021

FOR PERSONAL PROTECTIVE EQUIPMENT - VENDING

CITY OF MOOSE JAW, SASKATCHEWAN

CLOSING DATE:
December 9, 2021, at 2:00 p.m. (Central Standard Time)

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INSTRUCTIONS TO PROPONENTS

INTRODUCTION

1. The City of Moose Jaw ("Moose Jaw") is inviting proposals for the supply of PPE – Personal Protective Equipment - Vending (the "Goods") and any ancillary services (the "Services").
2. The purpose of this Request for Proposals ("RFP") process is to select a vendor to enter into a supply agreement with Moose Jaw for the supply of the Goods and any ancillary Services for a period of 2 years with an option to extend for an additional 2 years. Further details about the Goods and any Services required by Moose Jaw are set out in Schedule "A" –Requirements for Goods.
3. **This RFP is not a tender and is not subject to the law of competitive bidding. No bid contract or agreement is created by the submission of a proposal.**

RFP DOCUMENTS

4. The following documents are attached to and form part of this RFP:
 - Schedule "A" – Requirements for Goods
 - Schedule "B" – Proposal Content Requirements
 - Schedule "C" – Form of Supply Agreement

INQUIRIES

5. Any inquiries concerning this RFP should be directed in writing to the following:
 - 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
6. All inquiries should be in writing and received by Moose Jaw on or before November 26, 2021.
7. Moose Jaw may circulate its response to any inquiries to all proponents, along with the original inquiry and may post such response and original inquiry on www.sasktenders.ca or may choose not to reply to any inquiry.
8. Proponents should refrain from contacting other employees, agents or members of Council of Moose Jaw in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, in Moose Jaw's sole discretion, result in result in disqualification.

SUBMISSION OF PROPOSALS

9. Proposals should be in electronic format. Proponents should submit an electronic copy via email

or on a USB memory stick indicating the RFP title and Closing Date to the following address by 2:00pm. (Central Standard Time) December 9, 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

10. Moose Jaw's office hours for the purpose of receiving proposals are 10:00 a.m. to 4:00 p.m. (Central Standard Time), Monday to Friday, excluding statutory holidays.
11. If you require additional time to submit your proposal, you should contact Monica White by e-mail to FinanceBids@moosejaw.ca. Moose Jaw may, in its sole discretion, allow additional time for proponents to submit a proposal.
12. Proposals and accompanying documentation provided to Moose Jaw in response to this RFP will not be returned.

CONTENT OF PROPOSALS

13. Proposals should address the items set out in Schedule "B" - Proposal Content Requirements.
14. Proponents may provide additional information beyond that requested in the RFP for Moose Jaw's consideration. Any such additional information may be considered by Moose Jaw in its sole discretion.
15. Proponents may be asked to submit additional information that Moose Jaw might reasonably require.

COST OF PROPOSALS

16. Moose Jaw is not responsible for any costs incurred by proponents in preparing their proposals, attending any meetings or interviews with Moose Jaw, making any presentations to Moose Jaw in connection with their proposals, or otherwise incurred in connection with this RFP process.

EVALUATION PROCESS

17. Proposals will be opened and evaluated privately.
18. In assessing proposals, Moose Jaw will take into consideration the following evaluation criteria:
 - a) satisfaction of the requirements identified in Schedule "A", including the specifications, functionality and quality of the goods, and the delivery and warranty terms, any services and supplier references.
 - b) proponent's price proposal.

- c) terms of the Supply Agreement that the proponent is prepared to accept.
 - d) Moose Jaw's past experience in dealing with any particular proponent; and
 - e) such other criteria as Moose Jaw considers relevant.
19. Moose Jaw has not predetermined the relative importance of the above evaluation criteria. Moose Jaw expects to select the proponent that provides the best overall value, as determined by Moose Jaw in its sole discretion, having regard to the evaluation criteria referred to above.
20. Proposals will be evaluated on the basis of the information provided in response to these Instructions to Proponents. In addition, Moose Jaw may also consider the following:
- a) clarifications and/or additional information that may be supplied pursuant to requests from Moose Jaw.
 - b) interviews and/or reference checks that may be conducted at Moose Jaw's discretion.
 - c) previous experience of Moose Jaw in dealing with the proponent; and
 - d) information received from any source that Moose Jaw considers reliable.
21. Moose Jaw may, in its sole discretion, request clarification and/or additional information from a proponent during the evaluation process.
22. Proponents are advised that the evaluation process is subjective in nature and Moose Jaw's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding, including without regard to whether a proposal is compliant with this RFP.
23. Moose Jaw may short-list proponents and conduct interviews with short-listed proponents at its sole discretion. Furthermore, Moose Jaw may negotiate any and all aspects of a proposal, including but not limited to the price proposal, and Supply Agreement terms.
24. An invitation to interview or to negotiate does not obligate Moose Jaw to conclude the Supply Agreement with that proponent. Moose Jaw may interview or may negotiate any aspect of any proposal with one or more proponents at any time.
25. Moose Jaw will notify all unsuccessful proponents after entering into a definitive agreement with the successful proponent. Unsuccessful proponents may request a debriefing interview to obtain feedback on their proposal after receiving this notification.

ANTICIPATED SCHEDULE OF EVENTS

26. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by Moose Jaw in its sole discretion:
- a) RFP Released November 19, 2021
 - b) Inquiries respecting RFP November 26, 2021
 - c) Closing Date December 9, 2021
 - d) Interviews with Proponents (if necessary) TBD

- | | |
|-------------------------|--|
| e) Tentative Evaluation | approx. 4 weeks after the Closing date |
| f) Award | After Completion of Evaluation |

FORM OF SUPPLY AGREEMENT

27. A successful proponent will be expected to enter into an agreement based on the form of agreement attached at Schedule "C" (the "Supply Agreement"), with such modifications as agreed to by Moose Jaw and a chosen proponent.

EFFECT OF RFP

28. This RFP is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as Moose Jaw signs a definitive Supply Agreement with a proponent, Moose Jaw does not intend to create a contractual relationship including a bid contract (either express or implied) with any proponent submitting a response to this RFP.
29. Submission of a proposal does not obligate Moose Jaw to accept any proposal or to proceed further with the entering into of an agreement with any proponent. Consideration of any proposal shall be in Moose Jaw's sole discretion.
30. Proposals may be withdrawn or amended by proponents at any time by written notice to Moose Jaw prior to Moose Jaw and a proponent signing a formal contract.
31. Proponents are advised that Moose Jaw is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that Moose Jaw may, in its sole discretion, at any time and for any reason:
- a) reject any and all proposals (including, for greater certainty, the lowest cost proposal).
 - b) modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
 - c) extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
 - d) accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
 - e) discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;
 - f) allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time;
 - g) verify or seek clarification of any and all information provided pursuant to this RFP;
 - h) negotiate any and all aspects of any proposal and the provisions of the Supply Agreement (including, without limitation, those provisions relating to pricing, goods, services, and/or the terms and conditions of supply) with any one or more proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
 - i) cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in

its sole discretion, including:

- i. issuing a new request for proposals or other procurement document based on the same or changed goods or other requirements;
- ii. entering into sole source negotiations with any one or more of the proponents or any other person; or
- iii. cancelling the procurement in its entirety.

CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS

32. Proponents are expected to keep confidential all documents, data, information and other materials of Moose Jaw which are provided to or obtained or accessed by a proponent in relation to this RFP, other than documents which Moose Jaw places in the public domain. Proponents are expected not make any public announcements or news releases regarding this RFP or the entering into of a Supply Agreement pursuant to this RFP, without the prior written approval of Moose Jaw.
33. Proponents 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 municipality. Proponents are advised that Moose Jaw may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
34. Proponents 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 RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.**
35. 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 the award; and

- (f) if limited tendering was used, the conditions and circumstances described in Article 513 of the Canadian Trade Agreement that justified its use.

AGREEMENT ON INTERNATIONAL TRADE

- 36. This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

Schedule "A" – Requirements for Goods

Description of Goods and Ancillary Services

The City of Moose Jaw is looking for a qualified supplier to provide various PPE by way of a vending machine. Vending machines can be either a coil type or sensor type and need to be able to automatically dispense and report based on employee card/number, costing centre, product/part numbers and product descriptions. Capability for select City of MJ staff to request/generate vending machine report on an as needed basis. Vending machines need capability to provide restricted access to only certain employees for some PPE items. PPE items required are listed below:

PPE Items	Sizes/Kinds	Annual Estimates	Standard/Comment
Head Protection			
Hard Hats	One size	67	CSA Z94.1-05 Class E
Suspensions	One size	61	
Sweat Bands	One size	130	
Liners	One size	55	
Sun Shades	One size	60	
Balaclavas	One size	30	
Clothing / General Body Protection			
Zippered Safety Vests	(S,M,L,XL, XXL)	148	High Vis Minimum CSA Z96-02 Class 2 Level 2 High Hazard Class 3 Level 3
Arm Bands	One size	10	

Hand Protection (Pairs)			
Chemical Gloves	(S,M,L,XL, XXL)	30	
Nitrile Gloves	(S,M,L,XL, XXL)	23300	
Rubber Work Gloves	(S,M,L,XL, XXL)	150	
Cotton Gloves	(S,M,L,XL, XXL)	48	
Leather Gloves	(S,M,L,XL, XXL)	646	
Mitts	(S,M,L,XL, XXL)	40	
Torch Gloves	(S,M,L,XL, XXL)	12	
Anti-Cut / Puncture Gloves	(S,M,L,XL, XXL)	70	
Anti-Vibration Gloves	(S,M,L,XL, XXL)	35	
Hearing Protection			CSA Z94.2-02
Foam Plugs	3 types	15000	
Muffs	One size	17	
Muffs - hard hat mounted	One size	30	

Eye and Face Protection				CSA Z94.3-02
Clear Safety Glasses		One size & one size over glasses	160	
Tinted Safety Glasses		One size & one size over glasses	220	
50/50 Tint Glasses		One size & one size over glasses	50	
Splash Goggles		One size	30	
Gasketed Glasses		One size	25	
Clear Face Shields		One size	45	
Mesh Face Shields		One size	35	
Chin Guard		One size	20	
Respiratory Protection				CSA Z94-4-02
Half Face Respirators		(S,M,L)	40	Restricted items
Full Face Respirators		(S,M,L)	3	
Organic Vapor Cartridges		(S,M,L)	120	
Acid Gas / Organic Vapor Cartridges		(S,M,L)	125	

SCBA Masks		2	
N95 Masks	One size	150	
Protective Footwear			
Ice Cleats	Two kinds - high and mid profile	30	
Miscellaneous			
WHMIS Labels	N/A	500	
Caution Tape	N/A	30	
Lock Out Tags	N/A	150	
Eye Wash Refills	N/A	20	
SK # 1 SFA Kit	N/A	20	
Disposable Coveralls	(S,M,L,XL, XXL)	60	
Hand Sanitizer	N/A	52	
Bug Spray	N/A	53	
Sun Screen	N/A	54	

Specifications

PPE supplied needs to conform to CSA standards provided on listing. Quantities are estimates and therefore could vary from actual purchase. Prices listed for the products shown should be net of tax and not include Goods and Services Tax or the Provincial Sales Tax. City reserves the right to request additional/different

products than what is listed above and can request pricing on same. The City of Moose Jaw is looking to minimize administrative work for multiple cost centers and a way to provide accountability for users.

Delivery Terms

To be delivered FOB 1010 High St. W. and restocked in vending machines by vendor. Vending machines to be owned, stocked and serviced by vendor. Any shipping and handling, duty charges, or any other type of fees, are expected to be included in the pricing proposal. Quantities in vending machines to be monitored and restocked by vendor so that minimum level of products is maintained. (Minimum levels for all products to be determined) Should products be discontinued; it is vendor's responsibility to advise City and offer substitute product which the City can evaluate to determine equivalency to original product. Restocking required on a minimum weekly basis at no cost to the City of Moose Jaw. Servicing of vending machines is on an as-need basis (same day) at no cost to City of Moose Jaw.

Payment Terms

Monthly invoices for products dispensed to be submitted electronically to AccountsPayable@moosejaw.ca. Invoices to be accompanied by vending machine report showing items dispensed. Goods and Services Tax and Provincial Sales Tax are to be shown separately on all invoices.

Related Deliverables

Vendor must provide the following:

Number and type of vending machines proposed.

Dimensions of vending machines

Installation requirements (power connections, etc.)

Demo of vending machine upon request including process of activating/deactivating employees

Sample report of vending machine showing product/part numbers, descriptions, cost center and employee number

Select City of MJ staff must be able to request/generate vending machine report on as -needed basis.

Schedule "B" – Proposal Content Requirements

Proponents should, at a minimum, address the following in their Proposals.

Company Detail

1. A brief description of your firm including any qualifications you consider relevant.

Requirements for Goods

2. Provide a list or catalogue of the vendable Goods that you propose to supply including pricing information, any discount from catalogue price and well as any volume discounts.
3. For the proposed Goods, provide the following information:
 - a) manufacturer's specifications; part numbers
 - b) a thorough description of the Goods;
 - c) Compliance to standard.
4. Confirm that you will provide the ancillary services requested by Moose Jaw in Schedule "A",

Supplier Experience

5. Include a description of your firm's experience in supplying the Goods and ancillary services, including at minimum two (2) references in the previous five (5) years, and appropriate contact information for references.

Pricing Proposal

1. Moose Jaw expects the Goods will be supplied and any Services performed on basis of list or catalogue of vendable goods provided. All restrictions on PPE supplied by your company must be disclosed. Additional promotional discounts may be offered by the Contractor for specific items or categories of items during the contract. If proposer has minimum vending quantity that information should be provided as well. Must provide disclosure of all setup, maintenance, and exit fees if any.

Delivery

2. Proposals should confirm whether your firm is capable of meeting Moose Jaw's schedule and terms for delivery of the Goods and completion of any Services.

Exceptions to Supply Agreement Terms

3. Provide a detailed description of any exceptions or additions to the Supply Agreement in your proposal. Moose Jaw's preference is that proponents accept the Supply Agreement as presented. Moose Jaw will assume, in the absence of any such exceptions or additions, that the proponent accepts the form of Supply Agreement.

Conflict of Interest Disclosure

4. Disclose any actual or potential conflicts of interest that may exist between your firm and its management, and Moose Jaw, its members of Council and management, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its proposal. Moose Jaw employees are ineligible to participate, directly or indirectly, with any proponent.

Confidentiality

5. Proponents 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 municipality. Proponents are advised that Moose Jaw may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
6. Proponents 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 RFP. **Proponents should identify any information in their proposals that they consider to be confidential or proprietary business.**

Schedule "C" – Form of Supply Agreement

Form of Supply Agreement is attached