



**INSTRUCTIONS TO BIDDERS
March 17, 2023**

**TENDER FOR SUPPLY OF
ONE (1) MIDSIZE SUV AWD FOR THE DEPARTMENT OF
LEGISLATIVE AND ENFORCEMENT SERVICES**

**CITY OF MOOSE JAW
SASKATCHEWAN**

**CLOSING DATE:
March 31, 2023 at 12:00pm
(Central Standard Time)**

INTRODUCTION

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

SUBMISSION DEADLINE

2. Submit 1 original and 2 copies of Bids in hard copy or emailed as a PDF to the following address **before 12 p.m. (Central Standard Time), March 31, 2023**

Perry Lanneville, Fleet Supervisor
City of Moose Jaw
Phone: 306-694-4459
Cell: 306-631-4139
E-mail: OperationsBids@moosejaw.ca

*Canada Post Deliveries will not be received
City of Moose Jaw
1010 High Street West
MOOSE JAW SK S6H 3J8

Please specify the Tender Name and Date of Issue on all submissions.

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
 - Appendix A – Goods/Pricing
 - Appendix B – Conflict of Interest Disclosure
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:

Perry Lanneville, Fleet Supervisor
City of Moose Jaw
Phone: 306-694-4459
Cell: 306-631-4139
E-mail: planneville@moosejaw.ca

City of Moose Jaw
228 Main Street North
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 the City 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 the City of 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 BIDSBid 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 s submission deadline and if executed in the same manner as the original Bid.
18. Bidders may withdraw their Bids at any time prior to the deadline for submitting Bids by giving written notice to the City of 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, the City of Moose Jaw expects to select the Qualified Bidder with the lowest Bid price.
20. The Owner will hold a private Bid opening on **March 31, 2023 at 12:00 pm (Central Standard Time)**. The Bid opening will be held at 1010 High Street West
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 as identified in Schedule A;
 - (b) the Bidder's qualifications, experience and capacity to supply the goods and perform its obligations under a Contract with the City of Moose Jaw.
 - (c) the completeness of a Bidder's Bid submission; and
 - (d) such other criteria as the City of Moose Jaw considers relevant.
23. The City of Moose Jaw will assess whether each Bidder is a Qualified Bidder primarily based on the information contained in each Bidder' Bid. In addition, in assessing the Bidder's qualifications, the City of Moose Jaw may have regard to the following:

- (a) clarifications and/or additional information that may be supplied pursuant to requests from the City of Moose Jaw.
 - (b) interviews and/or reference checks that may be conducted at the City of Moose Jaw's discretion.
 - (c) previous experience of Moose Jaw in working with the Bidder; and
 - (d) information received from any source that the City of Moose Jaw considers reliable.
24. In determining the lowest Bid price from among the Qualified Bidders, the City of 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. The City of Moose Jaw will notify the selected Bidder in writing that its Bid has been accepted. The City of Moose Jaw will then prepare a formal agreement for execution based on the selected Bid and will deliver the Contract to the selected Bidder for execution. The selected Bidder 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 the City of Moose Jaw may have against the Bidder.

31. The City of 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 the City of Moose Jaw in its sole discretion) exceed the amount that the City of Moose Jaw has budgeted for this purchase or if the City of 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, the City of 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 the City of Moose Jaw's budget.
35. The Bidder is expected to keep confidential all documents, data, information and other materials of the City 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 the City 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 the City of 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 the City of 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, the City of 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 the City of 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

TENDER FOR ONE (1) MIDSIZE SUV AWD

	MINIMUM SPECIFICATIONS	MEETS SPECS		IF NO – STATE DIFFERENCE
		YES	NO	
1.0	STYLE NAME/TYPE			
a	Most recent model year mid sized AWD SUV			
b	Seating capacity for 6 people and/or usable for compartment storage			
c	As required, must have the ability to pull/tow 4000 lbs with payload capacity of 1,500 lbs			
d	Will be white in colour and approved by City of Moose Jaw Fleet Services			
e	Must be able to be operational in -40/+40 degree climate			
2.0	ENGINE			
a	V6 regular unleaded gasoline engine			
b	Minimum 310 HP and 270 ft lbs torque			
c	Direct fuel injection			
d	For diagnostic purposes, ECU's should not be protected by pass codes and after market diagnostic scan tools must be compatible to read parameters and faults for diagnose and repair			
3.0	TRANSMISSION & DRIVE TRAIN			
a	8-9 speed automatic transmission			
b	Must be all wheel drive model			
c	Limited slip differential/traction control			
d	Transmission cooler must be designed to tow up to 4,000 lbs for towing capacity			
4.0	TOWING PACKAGE			
a	Capacity to tow 4,000 lbs			
b	Electronic trailer brake system			
c	Standard RV hitch/receiver			
d	Non-RV 7 blade trailer plug connection			
5.0	CAB/INTERIOR			
a	Full size bucket adjustable seating for driver and passenger comfort			
b	Seats will be cloth			
c	Seats will have "Wrangler" style seat coverings			
d	Equipped with power windows and locks			
e	Heat and air conditioning will be from factory			
f	Steering will be power with tilt/telescopic wheel			
g	Instrument panel will be from factory			

h	Rear seating must be foldable for optimum cargo capacity			
i	Will have form fitting floor mats of "weather tech" style/brand			
j	AM/FM radio with Bluetooth/hands free capabilities, integrated back-up camera, 12 volt power outlets for front and rear passengers			
k	Interior lighting will be LED			
6.0	TIRES/WHEELS			
a	All primary and spare tires will be identical make, size and balanced			
b	Tires will be all season mud and snow rated			
c	Rims, wheel size will be minimum 18" rim size			
7.0	ACCESSORIES			
a	Front and rear mud flaps installed by manufacturer or dealership			
b	Additional winter front			
c	Variable decibel back up alarm			
d	Operational block heater			
e	Power/heated mirrors			
8.0	MISCELLANEOUS			
a	Two (2) sets of operation key fobs, as well as a total of four (4) keys for operational needs			
b	Two (2) sets of operator/owner manuals, digital and paper copy			
c	Two (2) sets of service manuals, digital and paper copy			
9.0	WARRANTY			
a	Basic Coverage, please state			
b	Power train coverage, please state			
c	Corrosion cover, please state			
d	State any available extended warranties and cost			

**Schedule B
BID FORM**

Tender: **ONE (1) MIDSIZE SUV AWD**
City of Moose Jaw, Saskatchewan

Submitted To: City of Moose Jaw ("Moose Jaw")
1010 High St W,
Moose Jaw, SK S6H 1T9
Attention: Perry Lanneville, Fleet Supervisor

Bid Price

We, _____
(Company Name)

of _____
(Business Address)

having examined the Bid Documents, Addenda No.____ to No.____ inclusive, 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
- (iii) Appendix C – Additional Submission Requirements

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 _____, 2023

**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:

Item No.	Quantity	Goods	Price (CDN \$)
1.	One (1)	MIDSIZE SUV AWD	
2.			
3.			
		GST	
		PST	
		TOTAL BID PRICE	

Delivery Time

We agree to make complete delivery of the Goods at the location specified in the Bid Documents on or before _____

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: