



City of Saint John

T E N D E R
2021-681001T
PHOSPHATES FOR CORROSION CONTROL

Emailed tenders to Monic MacVicar, CCLP, CPPB, at monic.macvicar@saintjohn.ca bearing the subject title:

"TENDER 2021-681001T- PHOSPHATES FOR CORROSION CONTROL"

will be received until **2:30 p.m. (ADT), Tuesday, April 6th, 2021** for the establishment of a 12 month supply agreement for the supply and delivery of Phosphates for Corrosion Control.

Tenders will NOT be opened publicly by the Tender Opening Committee due to the on-going pandemic

The lowest or any tender not necessarily accepted.

Monic MacVicar, CCLP, CPPB
Procurement Specialist
(506) 658-2930

Issued March 15th, 2021

T E N D E R
2021-681001T
PHOSPHATES FOR CORROSION CONTROL
CITY OF SAINT JOHN

SCOPE:

The purpose of this tender is for the establishment of a supply agreement for the supply and delivery of Phosphates for Corrosion Control to our new Loch Lomond Drinking Water Treatment Facility, Saint John NB, for a period of 12 months, commencing from the date of award by the Common Council of the City of Saint John. Prices are to remain firm for the duration of this agreement.

SPECIFICATIONS:

Phosphate

The product shall be a zinc orthophosphate with 1:10 – 1:13 zinc to orthophosphate content ratio. The bulk shall not contain less than 50% (w/w) orthophosphate.

Material shall be dry product. *(Please note that the treatment plant is designed for and setup to utilize dry product only.)*

The City of Saint John in consultation with the receiver (PCWS) shall be the sole judge as to the product suitability for application, and operational requirement.

Certification

Product to be certified as suitable for contract with treated drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60 Drinking Water Treatment Chemicals – Health Effects and must meet AWWA Standards. Products must be approved by Health Canada and the Canadian Food Inspections Agency for use in drinking water.

SDS and Certificate of Analysis must be supplied with each delivery. Further analysis may be required, at no additional cost, in the event the aforementioned analysis indicate that the chemical supplied does not meet the referenced standard.

Quantity

The City intends to purchase Phosphates for Corrosion Control on an as and when required basis. The quantity of 30,000-50,000 kg is an estimate only and the City does not guarantee to purchase that amount of product during the life of the agreement, however the City does reserve the right to purchase more than the quantity specified.

Packaging

Product shall be delivered in individual packaged containers of a maximum of 25kg per container. It is anticipated that 5-6 pallets per delivery are expected.

Please note that all delivery personnel must be able to communicate in English.

Technical Support

The Contractor shall provide technical support for the supply and support of a potable water system corrosion inhibitor. ***All costs associated with this technical support are to be included in the bid price.***

Technical support to include:

- Recommendation on initial dosage of product
- Recommendation of testing to be performed including types and frequencies
- Review of test results
- Recommendation on placement and evaluation of coupons throughout the distribution system (*Please note that we are not requesting the vendor to supply the coupons. We would be looking to the vendor to supply technical support / recommendations based on city supplied data.*)
- Recommendations throughout the duration of the program for changes to the product, dosage and testing
- Evaluation of the effectiveness of the product
- Instruction to staff on the safe use of the chemical.

TERMS AND CONDITIONS:

1. SUBMISSION INSTRUCTIONS

Emailed tenders to Monic MacVicar, CCLP, CPPB, at monic.macvicar@saintjohn.ca bearing the subject title:

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will be received until 2:30 p.m. (ADT), Tuesday, April 6th, 2021 for the establishment of a 12 month supply agreement for the supply and delivery of Phosphates for Corrosion Control.

2. TENDER TO BE SUBMITTED ON PRESCRIBED FORM

Bidders are to submit their tender on the prescribed form contained in this document. Failure to submit on this form may result in the disqualification of the tender.

3. 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.

4. AUTHORIZED ENQUIRIES CONTACT

Monic MacVicar, CCLP
Supply Chain Management
City of Saint John

Email: monic.macvicar@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.

All inquiries regarding this Tender shall be submitted in writing, before 1:00p.m., local time, on Monday, March 29th, 2021

5. 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 the way you bid. Therefore, it is important that the City have assurances that you in-fact received the notification.

Bidders are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) select "City Menu", under the header City Hall and the option "Tender and Procurements".

Bidders are required to sign and include the all addenda with their bid submission.

Failure to include a copy of all signed addenda with the bid submission, may result in rejection of your bid regardless whether the changes noted in the addendum are included in the bid submission or not.

6. ADVISORY NOTICE

Periodically, the City of Saint John is required to issue clarification notices to a bid document in the form of an Advisory Notice. Normally these notifications will not have direct bearing on the cost of a project and will not influence the way you bid.

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) select "City Menu", under the header City Hall and the option "Tender and Procurements".

Bidders are instructed to sign the Advisory Notice and return it either by fax to (506) 658-4742 or email to monic.macvcjar@saintjohn.ca prior to the closing date.

Failure to comply with the instructions on an advisory may result in rejection of your bid.

7. 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:

- The Agreement on Internal Trade (Chapter 5)
- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Policy for the Procurement of Goods, Services and Construction

8. SCHEDULE FOR THE BID PROCESS

Issue Date	Monday, March 15th, 2021
Deadline for Enquiries	Monday, March 29th, 2021 at 1:00PM Atlantic Time
Deadline for Issuing Addenda	Tuesday, March 30th, 2021
Submission Deadline	Tuesday, April 6th, 2021 at 2:30PM Atlantic Time
Date of Award (if applicable)	TBD

The Schedule for the bid process is tentative only and may be changed by the City in its sole discretion.

9. INVOICING REQUIREMENTS

All invoices submitted under the agreement resulting from this procurement shall bear the corresponding Request for Goods and Services number and/or Purchase order number. Invoices not bearing the applicable number(s) may not be paid. The City's payment terms as detailed in this document will not take effect until such time as the invoice(s) is/are received bearing the applicable number(s).

10. 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.

11. AWARD

The city does not limit itself to accepting the lowest, or any tender submitted, but reserves the right to award the tender in any manner deemed to be in the city's best interest. Bids will be evaluated based upon the calculation of dollar/Kg of Orthophosphate.

12. VERBAL AGREEMENT

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.

13. FAX TENDERS

Tenders received by fax **WILL NOT** be accepted.

14. LATE BIDS

Bids received after the time and date as shown on the request for quotation shall not be considered.

15. TAXES

The City of Saint John is not exempt from the 15% harmonized sales tax. Prices are to be all taxes extra. The City of Saint John shall be invoiced for and pay all applicable taxes related to this bid.

16. 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;
- the bid submission is in English;

17. CANCELTION CLAUSE

In the event that the successful bidder does not comply with the specifications and terms and conditions of this tender, at any time throughout the duration of the contract, the City of Saint John reserves the right to cancel the contract in its entirety.

18. VALIDITY PERIOD

The bid submission constitutes an offer which shall remain open and irrevocable until 90 days after the submission deadline.

19. DELIVERY

Minimum 24 hours notices to be provided to water facility personnel before delivery. No delivery will be accepted on weekends or holidays. Shipments will be received between the hours of 8:00 a.m. and 5:00 p.m. local time only.

Until such time as the products intended for purchase by the city under this tender are:

1. delivered to the designated delivery site, and;
2. safely unloaded from the transport vehicle, and;
3. are standing free and clear of any unloading machinery or equipment at the designated delivery site, and;
4. an appropriate "bill of lading" is signed by a facility employee receiving the goods,

the City shall not be considered as the owner or purchaser of the product. The ownership shall remain solely with the vendor.

Prices quoted are to be F.O.B. delivered to Loch Lomond Drinking Water Treatment Facility, 55 Latimore Lake Road, Saint John, NB, E2N 1X1 and remain firm from date of award for a period of 12 months. Price is to be bid in Canadian Funds with all fuel, transportation, technical support, and/or duty included. Price to exclude the 15% harmonized sales tax.

Due to the offloading area of the Facility, small trucks (5 ton or similar) are required for delivery. If the delivery truck has a lift gate, any size truck is acceptable. However, the successful bidder must move the pallet to the edge of the gate/door of the truck with a hand pallet truck.

20. INSPECTION

The City as well as the receiver (PCWS) reserves the right to inspect each and every shipment of the material specified, in this tender, for compliance to specifications, mode of transport and compliance with the noted regulations.

The City as well as the receiver (PCWS) reserves the right to refuse, without penalty, acceptance of any shipment, deemed by The City, which does not comply with this tender or its intent.

21. SECURITY

The product shall be delivered packed in containers fitted with a security seal such that once sealed at the factory, the containers cannot be opened and resealed en route without the opening of the container being apparent to the customer. If this is not possible, the successful supplier will employ a plan for ensuring the security of the product while in storage or in transit. The plan must address all steps in the journey from the manufacturer's facility to the point of delivery to The City, and allow the supplier to provide assurance that the product has not been compromised in transit. Submit details of the plan within fourteen (14) days of notification of award. The product shall be marked in compliance with all laws of Canada, including but not limited to the "Marking of Imported Goods Regulations".

22. PENALTY FOR NON-COMPLIANCE

In the event the successful bidder cannot, or does not supply in sufficient time stated within the tender, or to an acceptable quality, then the City may purchase the chemical from other suppliers and any additional costs, including transportation incurred by the City will be deducted from future payments. Should this occur more than twice through the duration of this agreement, the City reserves the right to cancel this agreement.

23. 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.

24. INDEMNIFICATION

The contractor agrees to indemnify and save harmless the City of Saint John from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which may occur through the performance of this contract.

25. ACCEPTANCE, REVOCATION AND REJECTION OF TENDERS

The bidder agrees that his tender is a firm offer to supply the goods and/or services specified herein at the quoted price, and in accordance with the terms and conditions herein contained. The bidder may revoke his tender at any time prior to the time fixed for tender opening by delivering, or causing to be delivered, written notice of revocation to the designated official at the City of Saint John. Revocation will take effect from the time the notice is actually received. A notice of revocation will not be accepted after the time fixed for tender opening.

The bid shall not be restricted by a statement added to the Tender Form, or by a covering letter, or by alterations to the tender form as supplied, unless otherwise provided herein and further, a tender form that has been altered in any way may be deemed to be a non-confirming bid and, therefore, rejected. Bidders shall be allowed to attach descriptive literature, whose sole purpose is to amplify the bid.

26. W.H.M.I.S.

Where applicable, tender submissions are to include copies of W.H.M.I.S. Safety Data sheets for all items being offered; further, the successful bidder will be required to adhere to all rules, regulations and requirements of W.H.M.I.S. Failure to comply with these requirements may result in rejection of the bid or cancellation, without penalty, of any agreements arising from an award.

Mode of delivery must comply with all requirements and regulations of the Canadian Transport Commission and Transport Canada.

All controlled products supplied to the City of Saint John must have approved W.H.M.I.S. supplier labels. Material Safety Data sheets must be provided for all W.H.M.I.S. controlled products. Failure to comply will result in rejection of the shipment and cancellation of the order, and the shipment will be returned to the vendor at the vendor's expense.

27. WORKSAFE NB CERTIFICATE AND BUSINESS CORPORATIONS ACT CERTIFICATE

- a) New Brunswick Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB and a *Business Corporations Act* Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.

- b) Out-of-province Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB or a letter or certificate issued under the equivalent applicable legislation in the province of origin of the Tenderer confirming extension of coverage from said legislation to the Province of New Brunswick for the term of the Contract. Subject to paragraph c), out-of-province Tenderers shall also provide a *Business Corporations Act* Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.
- c) Tenderers from Nova Scotia may submit the appropriate *Business Corporations Act* Certificate from the Province of Nova Scotia.

28. INSURANCE

The vendor, as the owner of hazardous goods being carried on City property, shall procure, a general liability policy of insurance with inclusive property damage and bodily injury limits of at least two million dollars (\$5,000,000.00).

The policy shall include:

- i) products liability, and;
- ii) shall name the corporation of the City of Saint John as an additional insured until the city becomes the owner of the product, and;
- iii) shall include a standard "cross liability clause", and;
- iv) shall include pollution and environmental coverage for sudden and accidental incidents mishaps, and;
- v) shall contain a 30 day notice of lapse, cancellation, or substantial change clause. Notice shall be given by the insurer, by registered mail to:

The insurance co-ordinator
The City of Saint John
P.O.Box 1971,
Saint John, N.B. E2L 4L1

- vi) the policy shall not contain a deductible or self-insured retention of more than \$10,000.00, and;
- vii) the vendor shall provide the City with a Certificate of Insurance that clearly evidences that all the necessary insurance coverage are in place.

non-owned automobile;

Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law. This coverage is to remain in effect for the entire time frame of the contract.

29. RESERVED RIGHTS

The City reserves the right to:

- a) Reject an unbalanced Tender. For the purpose of this section, an unbalanced tender is a tender 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 tenders submitted in response to this Request for Tender 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 Tender award, at any time for any reason;
- c) Require Tenderers to provide additional information after the Tender Closing to support or clarify their Tender;
- d) Not accept any or all Tenders;
- e) Not accept a Tender from a Tenderer 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 Tenders without any obligation, compensation or reimbursement to any Tenderer or any of its team members;
- g) Withdraw this Request for Tender and cancel or suspend the Tendering Process;
- h) Extend, from time to time, any date, any time period or deadline provided in this Tender (including, without limitation, the Tender Closing), upon written notice to all Tenderers;
- i) Assess and reject a Tender on the basis of:
 - (i) information provided by references;
 - (ii) the Tenderer's past performance on previous contracts;
 - (iii) the information provided by a Tenderer pursuant to the City exercising its clarification rights under this Tendering Process;
 - (iv) the Tenderer's experience with performing the type and scope of work specified;
 - (v) other relevant information that arises during this Tendering Process;
- j) Waive formalities and accept Tenders which substantially comply with the requirements of this Request for Tender;
- k) Verify with any Tenderer or with a third party any information set out in a Tender;
- l) Disqualify any Tenderer whose Tender contains misrepresentations or any other inaccurate or misleading information;
- m) Disqualify any Tenderer who has engaged in conduct prohibited by the Tender Documents;
- n) Make changes, including substantial changes, to the Tender Documents provided that those changes are issued by way of addenda in the manner set out in these Instructions to Tenderers;

- o) Select any Tenderer other than the Tenderer whose Tender reflects the lowest cost to the City;
- p) Cancel this Tendering Process at any stage, for any reason;
- q) Cancel this Tendering Process at any stage and issue a new Request for Tender for the same or similar deliverables;
- r) Accept any Tender in whole or in part;
- s) Waive minor non-compliance with the mandatory requirements of the Tender Documents and accept the Tender; or
- t) Accept a Tender 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 Tenderer.
 - (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.
 - (iii) failure to include the contingency allowance in the total Tender Price. If the contingency allowance was not included in the addition, the Tender 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 Tenderer or any third party resulting from the City exercising any of its express or implied rights under this Request for Tender.

By submitting a Tender, the Tenderer authorizes the collection by the City of the information set out at paragraph i) in the manner contemplated in that subparagraph.

30. LIMITATION OF LIABILITY AND WAIVER

Each Tenderer, by submitting a Tender, 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 Tendering Process including but not limited to costs of preparation of the Tender, loss of profits, loss of opportunity or for any other Claim; and
- b) The Tenderer waives any Claim for any compensation of any kind whatsoever, including Claims for cost of preparation of the Tender, loss of profit or loss of opportunity by reason of the City's decision to not accept the Tender submitted by the Tenderer, to award a Contract to any other Tenderer or to cancel this Tendering Process, and the Tenderer shall be deemed to have agreed to waive such right or Claim.



City of Saint John

FORM OF TENDER

For the supply and delivery of Phosphates for Corrosion Control for a period of 12 months from date of award as per the Specifications, terms and conditions stated in the tender documents. Prices are to remain firm for the duration of this agreement.

Price quoted are to be in Canadian Funds and F.O.B. delivered to Loch Lomond Drinking Water Treatment Facility, 55 Latimore Lake Road, Saint John, NB, E2N 1X1.

Price quoted to include fuel, transportation, technical support and/or duty included. Price to exclude the 15% harmonized sales tax.

ITEM	ESTIMATED ANNUAL QTY.	DESCRIPTION	UNIT PRICE (see 1 and 2 below)
1	30,000 - 50,000 Kg per year	Zinc Orthophosphate (Bulk)	\$ _____/Kg

PLEASE INDICATE DELIVERY TIME AFTER RECEIPT OF PURCHASE ORDER _____

¹ The unit price bid is based on the percentage (% w/w) of the bulk product which is orthophosphate where the orthophosphate content is that stipulated on the CERTIFICATE OF ANALYSIS. The bulk product shall not contain less than 50% (w/w) orthophosphate.

Example: if a product is 50% orthophosphate with a bulk product price of \$5/kg, the unit price bid shall be calculated as follows:

$$\text{Bid Unit Price} = \frac{\$5/\text{kg}}{50\% \text{ Orthophosphate}} = \frac{\$10}{\text{kg Orthophosphate}}$$

\$10 is therefore the bid unit price.

The total bid price is therefore calculated as follows:

$$\text{Total Bid Price} = \frac{\$10}{\text{Kg Orthophosphate}} * 40,000 \text{ kg Orthophosphate} = \$ 400,000$$

The total bid price is therefore \$400,000.

² Payment shall be based on the orthophosphate content of each delivery as documented by a CERTIFICATE OF ANALYSIS.

COMPANY:	ADDRESS:
NAME: (PRINT)	SIGNATURE:
TEL. NO.:	FAX:
DATE:	