

City of Saint John

## T E N D E R 2022-259001T PLOW BLADES AND EDGES – CITY OF SAINT JOHN

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB Supply Chain Management, 1<sup>st</sup> Floor – 175 Rothesay Avenue, Saint John, N.B., E2J 2B4 and marked on the envelope:

# "TENDER 2022-259001T- PLOW BLADES AND EDGES – CITY OF SAINT JOHN"

will be received until 2:30:00 p.m., Tuesday, August 30<sup>th</sup>, 2022 for the supply of Plow Blades and Edges.

Tenders will be opened publicly by the Tender Opening Committee, in the second floor boardroom, 175 Rothesay Avenue, Municipal Operations Complex, immediately following the tender closing time. Bidders will be able to join via Teams

The lowest or any tender not necessarily accepted.

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

Issue Date: Wednesday, August 17<sup>th</sup>, 2022

# T E N D E R

# 2022-259001T PLOW BLADES AND EDGES – CITY OF SAINT JOHN

#### SCOPE:

The City of Saint John is seeking pricing for the one time supply of plow blades and edges for the City of Saint John as per the following specifications, terms and conditions.

• Appendix A – City of Saint John Drawings

#### **SPECIFICATIONS:**

#### A. STANDARD EDGES:

#### 1) <u>MATERIALS:</u>

The blades to be supplied shall conform to the requirements of the A.I.S.I. specification no. C-1090 with the following properties:

#### CHEMICAL COMPOSITION

CARBON	0.85	1.00%
MANGANESE	0.60	0.90%
PHOSPHORUS	0.04%	MAXIMUM
SULPHUR	0.05%	MAXIMUM

Note - We will accept the standard C1084 steel specification.

#### PHYSICAL PROPERTY

#### BRINELL HARDNESS 250 - 325

Grader blades, moldboard end bits/under lays and over lays are to be built from the highest quality hot rolled boron steel and are through hardened to Rockwell C hardness of 43-50.

#### 2) <u>FABRICATION:</u>

All 6" blades are to be drilled 2" from the top. All bolt holes to be 5/8" and counter sunk except for the 72" flipable blades. Spacing of holes will be verified by staff with successful bidder(s).

The quality of the finished product shall be subject to the inspection and approval of the director of works or person(s) appointed by him.

The proponents shall provide a mill test certificate covering the chemical composition and physical properties of the Tungsten Carbide inserts **with their submission** and may be requested to do so with any subsequent shipments.

#### 3) <u>TESTING:</u>

The City may have tests made by a laboratory and rejection of materials on the basis of test results will render the supplier responsible for removing rejected materials and replacing at no cost to the city.

#### 4) <u>IDENTIFICATION:</u>

The manufacturer shall mark his name on the back of each blade; paint or other similar material shall be used.

#### **B. CARBIDE TIPPED BLADES:**

#### 1) <u>MATERIAL:</u>

The tungsten "roof top" or 25 degree trap style carbide inserts must be manufactured from virgin material. Inserts manufactured from reclaimed tungsten carbide are not acceptable.

The successful supplier shall provide a mill test certificate covering the chemical composition and physical properties of the tungsten carbide inserts with the first shipment and may be requested to do so with any subsequent shipments.

The quality of inserts shall be comparable to the material used in rock drilling bits, in the 11% to 12% cobalt grade.

Hardness for inserts shall be 86.5 Rockwell "a", minimum.

The density of the material must be 13.7g. Per Cubic Centimeter - Minimum.

The blade shall be rolled steel with carbon content of 0.20% to 0.45%.

#### 2) <u>SILVER BRAZING:</u>

The tips must be silver brazed, by induction heating only, into a slot which has been milled in the metal blade.

The inserts must be brazed on all sides, and the space between the tips must be kept to a minimum. No void between the blade and the insert should be visible.

The difference between the highest and the lowest point of the insert must not exceed 1/64" or 0.15".

The silver brazing composition must contain at least 50% silver.

#### 3) <u>MARKING:</u>

Each section shall be legibly marked with the year of manufacture, the manufacturers initial or name on the side away from the carbide insert, 6" from the end of the section. Paint or other similar substance may be used.

#### 4) <u>FABRICATION:</u>

All 6" blades are to be drilled 2" from the top. All bolt holes to be 5/8". Spacing of holes will be verified by staff with successful bidder(s).

The quality of the finished product shall be subject to the inspection and approval of the director of works or person(s) appointed by him.

Carbide inserts to be full length of blade section, one-inch norminal length for each inch of blade section length.

Bull nose type carbide inserts - minimum wide of (.360") and a minimum height/depth of (.529").

#### **ADDITIONAL INFORMATION:**

ALL BLADES ARE TO BE STANDARD C1090 EXCEPT WHERE CARBIDE IS SPECIFIED.

#### **TERMS AND CONDITIONS:**

#### **SUBMISSION INSTRUCTIONS:**

The deadline for submission of bids is 2:30:00 PM Atlantic Time, Tuesday, August 30<sup>th</sup>, 2022 and shall be hand delivered or couriered to:

Monic MacVicar, CCLP, CPPB Supply Chain Management 175 Rothesay Avenue, 1<sup>st</sup> Floor Saint John, NB E2J 2B4

#### **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:**

Monic MacVicar, CCLP, CPPB Supply Chain Management City of Saint John Email: <u>supplychainmanagement@saintjohn.ca</u>

It is the Bidder's responsibility to seek clarification from the City of Saint John on any matter it considers unclear. The City of Saint John shall not be responsible for any misunderstanding on the part of the Bidder concerning this bid document or its process.

The City of Saint John 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.

#### **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:

- Atlantic Trade Procurement Partnership
- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Procurement Policies.

#### **SCHEDULE FOR THE BID PROCESS:**

Issue Date	Wednesday, August 17 <sup>th</sup> , 2022	
Deadline for Enquiries	Monday, August 22 <sup>nd,</sup> 2022 at 4:00:00 PM Atlantic Time	
Deadline for Issuing Addenda	Tuesday, August 23 <sup>rd</sup> , 2022 at 4:00:00 PM Atlantic Time	
Submission Deadline	Tuesday, August 30 <sup>th</sup> , 2022 at 2:30:00 PM 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.

#### AWARD:

The City reserves the right to split this tender between two or more bidders based upon the overall best value to each city. The City reserves the right to not award due to budgetary or other considerations.

#### **EXPLANATION TO BIDDERS:**

No verbal agreement or conversation with any officer, agent or employee of the owner either before or after execution of the supply agreement shall effect or modify any of the terms or obligations contained in any of the documents comprising the said supply agreement.

#### ADDENDUM:

Periodically, the City 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.

Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the City 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 your bid regardless whether the changes noted in the addendum are included in the bid submission or not.

#### **ADVISORY NOTICE:**

Periodically, the City 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.

Proponents 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 City Menu option "Tender and Proposals".

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

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

#### **DELIVERY:**

Pricing for Saint John shall be quoted F.O.B. delivered to City of Saint John, Works Department East, 525 McAllister Drive, Saint John, NB, E2J 2S8. The BID price shall be all taxes extra.

#### DELIVERY TIME MAY BE A FACTOR IN THE AWARD OF THIS TENDER.

#### **INSPECTION:**

The City reserves the right to inspect any equipment supplied, as a result of this tender, either during or after manufacture and delivery, and shall be the sole judge as to whether equipment supplied meets specifications.

#### **ESTIMATED QUANTITIES**

The quantities stated herein reflect the anticipated requirements of the City for the year; however, the City reserves the right to purchase more or less than the total quantity stated based on budgetary approval.

#### 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.

#### TAXES:

The BID price shall be all taxes extra.

(NOTE: the City 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 initialed by the person who signed the submission;
- provide a mill test certificate covering the chemical composition and physical properties of the Tungsten Carbide inserts
- the bid submission is in English;

#### **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;
- 1) 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.

#### **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.

## TENDERS RECEIVED BY FAX WILL NOT BE ACCEPTED

## FORM OF TENDER – SAINT JOHN 2022-259001T (PAGE 1 of 1)

ITEM NO.	BLADE NUMBER	INITIAL ORDER QUANTITY	UNIT PRICE
1	132" X 6" Steel – Top Punch (See Attached Drawing)	140	\$
2	72" X 8" Steel - Center Punch – Flipable (See Attached Drawing)	24	\$
3	48" X 6" Carbide - Top Punch - PT# VB 3464823BSB	16	\$
4	36" X 6" Carbide - Top Punch - PT# VB 3463617BSB	8	\$
5	48" X 8" Steel - Flipable - PT# BC D48280	16	\$
6	36" X 8" Steel - Flipable - PT# BC D48282	8	\$
7	Curb Feelers (See Attached Drawing)	36	\$
8	John Deere Grader Blade - PT# T66703	10	\$
9	John Deere Grader Blade - Carbide Option (if available)	10	\$
10	John Deere Grader Underlays - PT# T202876	8	\$
11	Nordic Move - Replacement 12" Blades	33	\$
12	Nordic Move - Complete 11' Blade Set	2	\$
13	Polar Flex - Replacement 12" Blades - PT# XWA-12-F	33	\$
14	Polar Flex - Complete 11' Blade Set - PT# X-48-W-F, X- 36-W-F (3-3-12 Bolt Pattern)	4	\$

Prices are to be quoted in Canadian Dollars, F.O.B. delivered to City of Saint John, Works Department East, 525 McAllister Drive, Saint John, NB, E2J 2S8

Please State Delivery Time from Date of Order:

THE UNDERSIGNED HEREBY AGREES TO SUPPLY THE ITEMS AWARDED TO HIM, AT THE PRICES QUOTED AND IN ACCORDANCE WITH SPECIFICATIONS AND THE TERMS AND CONDITIONS CONTAINED IN THIS TENDER.

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

# Appendix A

# **City of Saint John Drawings**



