



City of Saint John

T E N D E R

2023-086401T

Rental of Vacuum Truck and Jet Rodder

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

"TENDER 2023-086401T

Rental of Vacuum Truck and Jet Rodder"

will be received until 2:30 p.m., Tuesday, September 5, 2023, for the establishment of a supply agreement for the Rental of Vacuum Truck and Jet Rodder.

Tenders will be opened by the Tender Opening Committee, in the first-floor boardroom, 175 Rothesay Avenue, Municipal Operations Complex, immediately following the tender closing time. **Registered bidders may attend remotely via Teams invitation.**

The lowest or any tender not necessarily accepted.

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

Issue Date:

Tuesday, 15 August 2023

RENTAL OF VACUUM TRUCK AND JET RODDER

T E N D E R

2023-086401T

RENTAL OF VACUUM TRUCK AND JET RODDER

CITY OF SAINT JOHN, NB

SCOPE:

The City of Saint John would like to establish a two-year (24 months) supply agreement for the Rental of Vacuum Trucks and Jet Rodder as per the following terms and conditions, with the option to extend the agreement for an additional (12 months) upon mutual agreement and at the discretion of the City. The prices are to remain firm throughout the duration of this agreement.

SPECIFIC TERMS AND CONDITIONS:

This tender is made in accordance with the following terms which will form part of any agreement for hiring of equipment by the City of Saint John.

1. The City reserves the right to obtain separate prices for any vehicle or piece of equipment required for longer than the period specified in this request for quotation.
2. No equipment will be hired unless it is in first class operating condition and supplied complete with proper attachments, fuel, oil and grease.
3. **Contractor must supply skilled operators with all equipment. The bid price must include one operator.**
4. All vehicles and other equipment are subject to all Provincial Safety Regulations and City of Saint John Safety Regulations now in effect or which may come into effect during the life of this agreement.
5. Proponents are responsible for all repairs or damage to all or any hired equipment and the City assumes no liability for such repairs or damage.
6. The requesting City Department will issue a Request for Goods and Services reference number ("A" Number) for each order placed for equipment rental. The contractor must supply a delivery slip with each rental indicating the following:
 - Vehicle license # and/or truck #
 - Place
 - Time worked
 - Signed by driver and City staff
7. Rental time shall be computed from the time the equipment arrives at the job site and starts to work until it is stopped by notification to the operator by a representative of the City. **Note: All hourly rates are to include dumping times when truck leaves site and standby time. An example of standby time is between 12:00 – 12:30pm Monday to Friday. Regular hours are between 7:30am and 4:30pm Monday to Friday. "Afterhours and Weekends" are all hours outside of**

RENTAL OF VACUUM TRUCK AND JET RODDER

regular hours.

8. Time for meal or other breaks and time when the equipment is not in use due to mechanical failure will not be considered rental time.

9. **Disposal at Lancaster Wastewater Treatment Facility:**

The Contractor is responsible to provide the following information (As per Appendix A) to the City by the last calendar day of each month that this supply agreement is in effect.

The Contractor shall submit the information in Microsoft Excel and continually update the excel sheet as additional entries are made:

- I. Name of Employee
- II. Date of disposal with volumes (Volume is not required to be measured by a flow meter and may be estimated by the Contractor.)
- III. Source of waste

Failure to provide this information will be cause to terminate this agreement by the City.

Jet rodders and vacuum trucks shall have the ability to dewater onsite and all screens used in the dewatering process shall be kept in proper working condition.

The disposal location may change during the supply agreement. The City will advise the Contractor of any such changes.

10. The make and exact model number of each piece of equipment offered must be included with each bid as described in term # 22 below.

11. **If required, all equipment bid must be made available, during regular hours and within the bounds of the City of Saint John, for inspection as to capacity and/or mechanical conditions, by City officials.**

12. The City reserves the right to rent all or any portion of the equipment offered for rental.

13. Equipment rented by the hour will be paid a minimum of two hours.

14. With the exception of emergencies occurring outside of regular working hours, all equipment must be hired by the user department and laid off by authorized City personnel at the job site.

15. **If, for any reason, the contractor fails to supply or deliver the equipment on agreement to the City within twelve hours of the ordered time, the City reserves the right to order the equipment from another source and if the rate for such equipment is in excess of the agreement price, then the contractor shall be required to pay the difference and this amount shall be deducted from the agreement payment.**

Three failures to provide equipment will be cause to terminate this agreement, by the City.

16. Valves, valve bodies, valve stems, couplings, coupling hose clamps and hoses to be properly sealed or packed to prevent the intake or discharge of air, fumes, liquids, etc.

Note: (a) couplings are to be camlock or equivalent;

RENTAL OF VACUUM TRUCK AND JET RODDER

- (b) clamps are to be punch lock or equivalent.
17. Vacuum truck will be empty on arrival to starting job site. The City reserves the right to request an inspection of the interior of the tank at any time.
18. When required by the City, the contractor must pipe truck engine or vacuum pump engine exhaust fumes to a satisfactory distance from job site (safety).
19. Employees working for the contractor will provide labour services for the removal and the handling of liquids, sludge, slurries, debris (such as sand, rocks, and etc.) and solids in liquids from municipal infrastructure.
20. **Inspections:**

Whereas this is a Service Agreement based primarily on response time, efficiency and timeliness of service; the condition and capacities of all equipment offered may be a condition of award. Therefore, the City of Saint John reserves the right to perform visual inspections and capacity and efficiency tests of all equipment offered. Failure to meet the City's needs in this area may result in the rejection of specific pieces of equipment.

a) Visual Inspection:

Staff from the City Fleet Services Division may undertake visual inspections of all equipment offered. These visual inspections will include, but may not be limited to: current MVI, Glass, Exhaust Systems, Brakes, Body Integrity, Fluid Leaks, etc.

The purpose of the Visual Inspection is to ensure the City that the equipment provided is in good working order and will be reliable by demonstrating that the contractor is undertaking regular maintenance service.

B) Capacity Testing:

All vehicles to be engaged for the purposes of loading and transportation may be checked for capacity utilizing water to be metered by City staff at a City location; i.e. Rothesay Avenue.

C) Vacuum Testing:

Contractors shall provide access to and/or removal of vacuum indicating device for the purposes of installing a City owned vacuum indicating mechanism (gauge).

Speed and efficiency of vacuum services can be directly attributed to the speed and efficiency of the vacuum unit. Each vacuum unit will be tested against the manufacturer's standards for that vehicle. Rejection will not be based solely on pass/ fail but will take into consideration the difference between the manufacturer's specification and the actual test results as well as the time element between start and maximum draw.

21. **Demand:**

A typical job could potentially require one jet rodder or vacuum truck to one jet rodder and two 3,200 imperial gallons vacuum truck. This demand may double based on the City's operational requirements.

22. **Inventory:**

Contractors are to include with their RFQ bid, a complete inventory of the vehicles offered to meet the needs of this agreement. Included in this inventory is to be the following information for each vehicle offered:

VACUUM EQUIPMENT

Cab & Chassis Year: Make: Model:	Vacuum Equipment (where applicable) Year: Make: Model: Rating: Tank Capacities (where applicable)
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JET RODDER EQUIPMENT

Cab & Chassis Year: Make: Model:	Jet Rodder Equipment (where applicable) Year: Make: Model: Rating: Tank Capacities (where applicable)
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GENERAL TERMS AND CONDITIONS:

1. **SUBMISSION INSTRUCTIONS**

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

**"TENDER 2023-086401T
Rental of Vacuum Truck and Jet Rodder"**

will be received until 2:30 p.m., Tuesday, September 5th, 2023, for the establishment of a supply agreement for the Rental of Vacuum Truck and Jet Rodder as per specifications and terms and conditions.

2. **QUOTATION/TENDER TO BE SUBMITTED ON PRESCRIBED FORM**

Proponents 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

Proponents 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, CPPB
Supply Chain Management
City of Saint John
Email: supplychainmanagement@saintjohn.ca

It is the Proponent’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 Proponent concerning this bid document or its process.

The City intends to confirm receipt of a proponent’s communication by way of an email or facsimile in reply. If a proponent has not received a reply, the proponent 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 proponents 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 4:00p.m., local time, on Thursday, August 24th, 2023.

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.

Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City’s website (www.saintjohn.ca) under City Menu, City Hall option “Tenders and Proposals”.

Proponents 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 of 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.

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 City Menu, City Hall option “Tenders and Proposals”.

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

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

7. TERM

The term of this agreement is for two years (24 months), with the option to extend for one additional year, upon mutual agreement and at the discretion of the City.

8. 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 Atlantic Trade and Procurement Partnership
- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Policy for the Procurement of Goods, Services and Construction

9. SCHEDULE FOR THE BID PROCESS

Issue Date	Tuesday, 15 August 2023
Deadline for Enquiries	Thursday, 24 August 2023 at 4:00PM Atlantic Time
Deadline for Issuing Addenda	Tuesday, 29 August 2023
Submission Deadline	Tuesday, 05 September 2023 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.

10. 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).

11. 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). Proponents are to ensure invoices are not sent both ways.

12. PRICING

The bid price shall include all wages, fringe benefits, insurance, transportation, working tools, equipment costs, fuel surcharges, carbon taxes and any additional taxes, and other charges incurred to provide the required services.

13. 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. It is the City of Saint John's intention to award this agreement to one proponent only.

14. 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.

15. FAX TENDERS

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

16. LATE BIDS

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

17. 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.

18. 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;

19. CANCELATION CLAUSE

In the event that the successful proponent 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.

20. VALIDITY PERIOD

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

21. ORDERING INSTRUCTIONS

Goods and/or services ordered under the agreement resulting from this procurement shall be ordered using one or more of the following methods: Request for Goods and Services Form, Purchase Order and/or Mastercard. Proponents found to be providing goods and/or services without proper documentation may not be remunerated accordingly.

22. ACCEPTANCE, REVOCATION AND REJECTION OF TENDERS

The proponent 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 proponent 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. Proponents shall be allowed to attach descriptive literature, whose sole purpose is to amplify the bid.

23. REGIONAL MUNICIPALITIES

As a condition of award, the successful proponent(s) agree(s) that Regional Municipalities shall have the advantage of the discounts and prices accepted by the City. Regional Municipalities will be considered to be any community that is in the boundaries of the Fundy Regional Service Commission. This in no way commits these municipalities to accepting this quotation, but provides them with the opportunity to take advantage of the City's volume purchasing discounts. The City is not responsible for payment for products or services supplied to any Regional Municipality.

The proponent(s) shall invoice Regional Municipalities directly for any product or services supplied to them under this quotation.

Failure to comply with the above terms and conditions of this quotation will result in the immediate cancellation of the contract, without further notice.

24. WORKSAFENB 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.

25. INSURANCE

The successful proponent shall provide evidence of the following insurance coverage:

General Liability with minimum limits of two million dollars, (\$2,000,000.00). The policy shall include:

- *operations of the proponent in connection with this tender;
- *products and completed operations coverage;
- *contractual liability with respect to this tender;
- *the City of Saint John added as an additional insured;
- *a cross liability clause;
- *non-owned automobile;

RENTAL OF VACUUM TRUCK AND JET RODDER

*thirty (30) days notice of cancellation of this policy "will" be given to the City of Saint John, by the insurers;

Proponent Pollution Liability Clause of (\$2,000,000.00)

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.

26. 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;

RENTAL OF VACUUM TRUCK AND JET RODDER

- 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.

27. 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

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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.

RENTAL OF VACUUM TRUCK AND JET RODDER



City of Saint John

FORM OF TENDER

The City of Saint John would like to establish a two-year (24 months) supply agreement for the Rental of Vacuum Trucks and Jet Rodder as per the following terms and conditions, with the option to extend the agreement for an additional (12 months) upon mutual agreement and at the discretion of the City. The prices are to remain firm throughout the duration of this agreement.

No.	Approximate Quantity	DESCRIPTION	RATE PER HOUR
1	1000 Hours	Vacuum truck (3,200 Imperial Gallon)	\$
2	Undetermined	Vacuum truck (3,200 Imperial Gallon) Afterhours and weekends	\$
3	300 hours	Jet Rodder	\$
4	Undetermined	Jet Rodder Afterhours and weekends	\$

Note: All taxes extra. The bid price shall include all wages, fringe benefits, insurance, transportation, working tools, equipment costs, fuel surcharges, carbon taxes, etc., and other charges incurred to provide the required services.

Inventory of equipment attached

† YES / NO

Rental time shall be computed from the time the equipment arrives at the job site and starts to work until it is stopped by notification to the operator by a representative of the City. **Note: All hourly rates are to include dumping times when truck leaves site and standby time. . An example of standby time is between 12:00 – 12:30pm Monday to Friday. Regular hours are between 7:30am and 4:30pm Monday to Friday. “Afterhours and Weekends” are all hours outside of regular hours.**

COMPANY:	ADDRESS:
NAME: (PRINT)	SIGNATURE:
TEL. NO.:	FAX. NO:
AFTER HOURS TEL. NO.:	CELLULAR:
PAGER:	DATE:

Please provide list of equipment below.

VACUUM EQUIPMENT

Cab & Chassis Year: Make: Model:	Vacuum Equipment (where applicable) Year: Make: Model: Rating: Tank Capacities (where applicable)
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VACUUM EQUIPMENT

Cab & Chassis Year: Make: Model:	Vacuum Equipment (where applicable) Year: Make: Model: Rating: Tank Capacities (where applicable)
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VACUUM EQUIPMENT

Cab & Chassis Year: Make: Model:	Vacuum Equipment (where applicable) Year: Make: Model: Rating: Tank Capacities (where applicable)
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JET RODDER EQUIPMENT

Cab & Chassis Year: Make: Model:	Jet Rodder Equipment (where applicable) Year: Make: Model: Rating: Tank Capacities (where applicable)
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JET RODDER EQUIPMENT

Cab & Chassis Year: Make: Model:	Jet Rodder Equipment (where applicable) Year: Make: Model: Rating: Tank Capacities (where applicable)
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APPENDIX A

LANCASTER WASTEWATER TREATMENT FACILITY - SEPTAGE HAULER RECORD LOG

