



Request for Proposal Computer Servers & Hardware

January 8th, 2018
Procurement Contact – Tiffany Morris
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1. SAINT JOHN ENERGY OVERVIEW

The Power Commission of the City of Saint John, operating under the trade name of Saint John Energy, is a municipal electric utility serving approximately 36,000 customers within the 323 square kilometer boundaries of the City of Saint John, New Brunswick, Canada.

Established in 1922, through the efforts of citizens concerned with the high cost of electricity, Saint John Energy has developed into a modern non-generating distribution utility, which currently purchases all of its energy from the New Brunswick Power Distribution and Customer Service Corporation. With interconnection supply points and substations located throughout its region, Saint John Energy delivers in excess of 1,000 gigawatt hours annually, and its ratepayers enjoy energy rates lower than most other bordering jurisdictions.

More information on Saint John Energy and its operations can be found at www.sjenergy.com.

2. APPENDICES

Appendix “A” – Intent to Respond

Appendix “B” – Parts List

3. It is Saint John Energy’s objective to select a service provider that achieves the following:
 - a. Is competitive from a quality and cost perspective.
 - b. Meets or exceeds the required specifications.

In order to achieve the preceding objectives, Saint John Energy is issuing this Request for Proposal (“RFP”) to solicit proposals for the purchase of Computer Servers & Hardware

4. SOLICITATION SCHEDULE

Proponents should base their proposals on the following dates:

RFP issued	January 8th, 2018
Intent to Respond Due	January 9th (by 3pm)
Questions & Clarifications from Proponents	January 11th, 2018
Proposals Due	January 17th, 2018

Please note that the above schedule is subject to change.

5. FORMS & SUBMISSIONS

a) Proposals:

Proposals submissions, signed by an authorized company officer, are due no later than 3:00 p.m. Atlantic Daylight Time on January 17th, 2018. Proposals received after that time may not be accepted and may be returned to the sender.

Proposals that have been received by Saint John Energy prior to the issuance of this RFP will not be considered by Saint John Energy under this process and should be resubmitted.

b) Where to send quotes:

Proponents may forward proposals to Tiffany Morris via email: supplyandservices@sjenergy.com

Proposals submitted electronically must be in Adobe Portable Document Format (PDF). Proposals must be formatted for single space on 8.5x11 inch paper with each page numbered. SJ Energy's email system will not accept emails containing high risk attachments like ZIP, EXE or others that could contain viruses.

SJ Energy reserves the right to reject any proposals that do not meet the requirements of this section.

6. QUESTIONS AND ADDENDA

The requirements specified in this RFP reflect those presently known. Saint John Energy reserves the right to modify solicitation documents by issuing addenda at any time prior to the due date for the submission of proposals, for any reason, whether at its own initiative or in response to a clarification requested by a proponent.

All proponents are urged to carefully examine the RFP immediately and contact Saint John Energy at once if there are any items that require clarification. Proponents are expected to be fully conversant with all clauses of the RFP document before responding. All clarifications deemed by Saint John Energy to be material will be issued as written addenda and sent to all proponents. No verbal interpretation provided by Saint John Energy shall be valid and only written addenda shall bind Saint John Energy.

In the event of a conflict between the RFP and any addenda, later issued addenda shall govern to the extent of any such conflict. All addenda shall be deemed to form part of the proponent's submission.

All requests for clarification must be directed in writing via email to Tiffany Morris at supplyandservices@sjenergy.com on or before the date stipulated in the Solicitation Schedule.

Proponents will be expected to respond in writing to any questions or requests by Saint John Energy on any information and data, technical or otherwise that the proponent has submitted in response to this RFP. Failure to respond may be regarded as the proponent's decision to withdraw itself from consideration.

7. PROPOSAL VALIDITY PERIOD

Proposals shall be valid for a period of at least sixty (60) days from the Proposal due date. Proponents agree to accept an order based on the terms of the submitted proposal in the event that a written notification of award is received on or before expiration of the sixty (60) day time period.

8. WITHDRAWAL AND MODIFICATION OF PROPOSALS

Proponents may withdraw their proposal and submit a revised proposal prior to the proposal due date. After the response deadline, proponent-initiated changes will not be accepted. Proposals may be withdrawn from consideration at any time prior to the proposal due date.

9. CONFIDENTIAL OR PROPRIETARY INFORMATION

Saint John Energy's normal business practices will be observed in handling proposal materials. If the proponent considers the Commercial / Price Proposal or any other information contained in its proposal to be confidential or proprietary, then each page of the proposal containing such information must be clearly marked "Confidential".

Saint John Energy shall use all commercially reasonable steps to prevent the disclosure of proponents' aggregated and personally identifiable information to third parties, except as proponents permit, or as may be required by law or its regulators.

Please be advised that this RFP contains the confidential and proprietary information of Saint John Energy for the exclusive use of your company to evaluate and respond to the RFP. Saint John Energy sends your company this RFP on the express understanding that your company shall keep the RFP in strict confidence and not use any of the information contained in the RFP for any purpose other than to evaluate and respond to the RFP. In the event these terms are unacceptable to you, please immediately return the RFP without retaining any hard or digital copies.

10. PROPOSAL REQUIREMENTS

Responses to all requirements listed below are required, unless otherwise stated as optional. Responses are to be provided in the same order as listed in this RFP, do not re-number or re-organize any section.

10.1 Technical Requirements

A complete response shall include the following:

- a. Written description of all deviations from the specification requirements.

10.2 Organizational Capabilities

- a. Identify key personnel within your management structure who will ultimately be accountable to Saint John Energy for your company's performance.

10.3 Warranty

- a. Provide statement of warranty.
- b. Provide details of extended warranty options.

10.4 Performance Standards

- a. What are your standards with respect to resolving service issues?
- b. Who is responsible for responding to the customer?

10.5 Delivery Details

- a. Delivery shall be 325 Simms Street Saint John, New Brunswick E2M 3L6
- b. Please provide delivery lead time from acceptance of Purchase Order.

11. COMMERCIAL / PRICE PROPOSAL REQUIREMENTS

- a. Pricing assumptions should be clearly stated.
- b. Pricing is to include "Everything Necessary" to have the work completed. If a price element is required but has not been specifically requested in this document, proponents are required to include the element and clearly note it.
- c. Specify any additional charges for "out-of-scope" work.
- d. Costs should be in Canadian dollars.
- e. GST or HST should not be included in the quoted prices but will be paid in addition to the contract price.
- f. Prices should be quoted for per unit.
- g. Pricing should include duty (if applicable) and freight charges.

12. KEY SELECTION CRITERIA

Saint John Energy anticipates using an evaluation process based on any one or more of the following Key Selection Criteria, in no particular order of importance and without limiting Saint John Energy's ability to take into account any other criteria Saint John Energy considers relevant:

- a. Pricing
- b. Ability to meet specification requirements
- c. Ability to meet delivery requirements
- d. Demonstrated ability to meet schedule requirements, cost requirements, guarantees, functionality and quality requirements
- e. Quality Assurance Levels
- f. Warranty

13. GENERAL CONDITIONS

Notwithstanding anything contained elsewhere in this RFP, including any schedules or attachments hereto, this RFP is subject to the following terms and conditions, all of which the

proponent is deemed to accept without qualification by the proponent's submission of a proposal in response to this RFP:

- a) No Obligations: This is an invitation for proposals and not a tender call. Saint John Energy does not intend to and does not assume or owe any contractual or other duties or obligations as a result of the issuance of this RFP, the preparation or submission of a proposal by a proponent, the receipt, opening and consideration of a proposal, the evaluation of proposals, provision of additional information or conduct of presentations, the proponent's participation in any discussions or negotiations, or on any other basis whatsoever arising out of this RFP. Without limiting the generality of the foregoing and for certainty, no Contract is formed by the submission of a proposal in response to this RFP.
- b) Discretionary Process: Saint John Energy shall have sole and absolute discretion to:
 - i) modify or amend the RFP, including without limitation the Solicitation Schedule for the RFP process, the proposal requirements, or any other terms, whether material or not.
 - ii) suspend or cancel this RFP at any time.
 - iii) reject any or all proposals submitted in response to this RFP and, in that event, at its option, to call for additional proposals.
 - iv) accept or reject the lowest price proposal. If only one proposal is received, it may be selected, accepted or rejected at Saint John Energy's discretion.
 - v) accept any proposal which in any manner, whether substantially or in a non-substantial or minor way, fails to conform to or comply with any of the requirements of this RFP, whether or not such requirements are expressed in mandatory terms, or reject any proposal for any such non-conformity or non-compliance.
 - vi) enter into post-submission negotiations and discussions with any one or more proponent(s) regarding price, project scope, or any other term of a proponent's submission, and such other terms as Saint John Energy may require, and to request additional information and clarification regarding any proposal.
 - vii) enter into simultaneous competitive negotiations with some or all proponents or negotiate with individual proponents.
 - viii) modify the scope of the project or any component thereof subsequent to the date for submission of proposals, whether in the context of negotiations or otherwise.
 - ix) discontinue any negotiations at any time.
 - x) solicit new proposals from firms that did not respond to this RFP and enter into negotiations with any such firm including but not limited to negotiations or proposals for components of the scope, if any, that are not included in the scope of any contract negotiated and executed with any proponent as a result of this RFP.
- c) Evaluation and Selection: Saint John Energy shall have the sole and absolute discretion to:
 - i) assess any proposal on the basis of any one or more of the selection criteria set forth in

- this RFP, which criteria are not intended to be exhaustive, and/or any other criterion or factor considered appropriate by Saint John Energy.
- ii) undertake a comparative evaluation of any proposals received and evaluate such proposals based on considerations which, in the sole opinion of Saint John Energy, would yield the best value to Saint John Energy and its customers.
 - iii) select any proposal considered by Saint John Energy to be in its best interests or the most satisfactory, including without limitation the lowest or any price proposal.
- d) No Saint John Energy Liability: Without limiting the generality of Section 13(a) of these RFP General Terms & Conditions and for certainty, by submission of a proposal in response to this RFP, each proponent shall be deemed to accept and agree to the following conditions:
- i) Proponents shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any proposal or material in response to this RFP, including without limitation the costs of any in-person presentation of proposals at Saint John Energy's offices which Saint John Energy may require, and all costs incurred by a proponent during the selection process and any negotiations.
 - ii) No proponent shall have any claim against Saint John Energy for any compensation of any kind whatsoever as a result of participating in this RFP process, including without limitation any claim for costs of proposal preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, equity, breach of any duty, including, but not limited to breach of the duty of fairness, breach of the obligation to only accept non-compliant proposals or any other cause of action whatsoever.
- e) Approval: Any contract or contracts entered into as a result of this RFP process shall be subject to Saint John Energy's procurement policy.
- f) Governing Law: This RFP and proposals shall be deemed to have been made in the Province of New Brunswick and shall be construed and interpreted in accordance with the laws of the Province of New Brunswick.
- g) Volume of Work: Saint John Energy shall not at any time be held responsible if the estimated volume of work is found to be inaccurate. Service Providers shall not claim damages or loss of profits because of any difference between the quantities as estimated and those actually achieved in the progress of the work.
- h) Non-Canadians Performing Short Term Work Assignments: The proponent, if not a Canadian citizen, is expected to determine the current Canadian government requirements for non-Canadians involved in short term work assignments in Canada and obtain any necessary visas or permits.
- i) Withholding Taxes and Fees: All those submitting proposals should note that payments to non-Canadian persons or organizations are subject to the terms of the Canadian Income Tax Act and related tax treaties. Unless a waiver is obtained from the Canadian Customs and Revenue Agency, Saint John Energy will deduct and remit any applicable withholding taxes, for monies earned by the proponent while the proponent is in Canada.

14. SAFETY MESSAGE

At Saint John Energy, no business objective is more important than safety. Contractors/Constructors, Service Providers and Vendors are required to adhere to the latest version of Provincial, Municipal and applicable Federal laws and regulations. They are to also follow SAINT JOHN ENERGY rules, guidelines, methods, practices and applicable procedures while conducting business on behalf of Saint John Energy or while on Saint John Energy property.

15. ENVIRONMENTAL MESSAGE

Saint John Energy is committed to conducting a viable business in a manner which is respectful and protective of the Environment and in full compliance with legal requirements. That is why Saint John Energy maintains Environmental Management Systems that are consistent with the ISO 14001 international standard. An Environmental Management System allows a company to better manage environmental aspects of its business and improve performance. A copy of Saint John Energy's Environmental Policy is available on request.

It is important to Saint John Energy that providers of goods and services and contractors understand this commitment as they conduct business with Saint John Energy, and that they help Saint John Energy to identify opportunities to enhance environmental initiatives through the use of appropriate products or services. It is also important that external contractors who work with our company understand our environmental practices and risks. It is not the expectation of Saint John Energy that providers will have acquired ISO 14001 equivalency with their own environmental management systems.



APPENDIX "A"

INTENT TO RESPOND

The Company named below intends to submit a proposal in response to Saint John Energy's RFP for Computer Servers & Hardware.

Company Name: _____

Address: _____

Contact Information:

Contact Name: _____

Contact Title: _____

Telephone No. _____

Contact Email: _____

Signature: _____

Date: _____

Intent to Respond Forms are due no later than 3 p.m. AST **January 9th, 2018**
Please email this form to: supplyandservices@sjenergy.com.

Please Note: Submission of this form indicates the Company intent to respond, however, it does not commit the Company to respond.