



Saint John Energy

Request for Proposal
2017 – Water Softeners

October 27, 2017

Procurement Contact – Holly Hussey, Shared Services

supplyandservices@sjenergy.com

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1. SAINT JOHN ENERGY OVERVIEW

Saint John Energy is a municipal electric utility created in 1922 and located in Saint John, New Brunswick, Canada. Saint John Energy serves approximately 36,000 customers in a service territory approximately 126 square miles (323 sq. kilometers). The service territory covered in the Saint John Energy system is bound by the City of Saint John city limits. The Saint John Energy electric customer profile is made up of approximately 32,000 residential, 1,600 small commercial and 2,400 large commercial customers.

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

2. ATTACHMENTS

Appendix “A” – Intent to Respond

Appendix “B” – Scope Details

Appendix “C” – Financial Proposal

3. PROJECT SCOPE & OBJECTIVES

Saint John Energy intends to provide customers with multiple options including financing, rental, installation and maintenance or rent-to-own programs for Water Softeners. These programs will complement our current rental programs and will provide customers with a solution for hard water or other water softening needs. This program will be available to all customers who own their own home or business.

It is the objective of Saint John Energy to enter into a contract with a contractor for all or some of the following options: purchase, installation and maintenance of Water Softeners.

Saint John Energy’s objective is to select a Contractor that:

- Is competitive from a quality and cost perspective;
- Has the ability to meet the installation demand from our customers;
- Meet the required qualifications for installation and maintenance of the Water Softeners.

To achieve the preceding objectives, Saint John Energy is issuing this Request for Proposal (“RFP”) to solicit proposals for the purchase, installation and maintenance of Water Softeners as described in the Appendix “B”- Scope Details.

4. SOLICITATION SCHEDULE

Bidders should base their proposals on the following dates:

RFP issued:	October 27th, 2017
Intent to Respond Forms due:	November 1st, 2017
Questions & Clarifications from Bidders due:	November 10th, 2017
Proposals due:	November 17th, 2017

Please note that the above schedule is subject to change.

5. FORMS & SUBMISSIONS

a) Intent to Respond Forms

Signed "Intent to Respond" forms, see Appendix "A", are due no later than **3:00 p.m. Atlantic Daylight Time (ADT) on November 1st, 2017.**

Intent to Respond forms must be emailed to supplyandservices@sjenergy.com.

Attention: Holly Hussey

b) Proposals:

Proposal submissions, signed by an authorized company officer, are due no later than **3:00 p.m. ADT on Tuesday, November 17th, 2017.** Proposals received after that time may not be accepted and may be returned to the sender.

Proposals are required in two separate parts:

- 1) Services Proposal
- 2) Financial Proposal

The individual sections are to be segregated. The Services Proposal will be evaluated first. If it is found in order, the Financial Proposal will be reviewed. The Services Proposal

shall have no direct or indirect reference to any price or financials related to the proposal. Any submissions that are found violating this clause at any stage may be disqualified without further explanation. Both parts of the proposal shall be submitted on or before the due date for submitting the proposal.

Please provide one key contact for all matters relating to the RFP process.

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.

c) Where to send proposals:

Bidders must deliver one (1) copy of the Services Proposal and supporting information and one (1) copy of the Financial Proposal.

The Financial proposal is to be submitted in the package in a separate sealed envelope with the Bidder's name and address and clearly marked as: "**Financial Proposal – 2017 – Water Softener**"

Mailing address:

325 Simms Street
Saint John, New Brunswick
E2M 3L6

Hand Delivered or Couriered:

325 Simms Street
Saint John, New Brunswick
E2M 3L6

Immediately following the closing time, proposal packages will be publicly opened. Only the names and address of the bidders will be made public at that time. No other information about the proposals will be disclosed at that time. Proposals will then be forwarded to the Evaluation Team to review.

Saint John 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 bidder.

All bidders are urged to carefully examine the RFP immediately and contact Saint John Energy at once if there are any items that require clarification. Bidders 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 bidders. 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 bidder's submission.

All requests for clarification must be directed in writing via e-mail to Saint John Energy at supplyandservices@sjenergy.com on or before the date stipulated in the Solicitation Schedule.

Bidders 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 bidder has submitted in response to this RFP. Failure to respond may be regarded as the bidder's decision to withdraw itself from consideration.

7. PROPOSAL VALIDITY PERIOD

Proposals shall be valid for a period of at least ninety (90) days from the Proposal due date. Bidders 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 ninety (90) day time period.

8. WITHDRAWAL AND MODIFICATION OF PROPOSALS

Bidders may withdraw their proposal and submit a revised proposal prior to the proposal due date. After the response deadline, bidder-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 bidder considers the Financial 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 bidders' aggregated and personally identifiable information to third parties, except as bidders 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. SERVICE 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. For each model presented please provide a complete description of your product offering(s) including:
 - technical specifications;
 - related ancillary products;
 - ongoing consumables requirements;
 - recommended periodic maintenance requirements; and
 - warranty provisions.
- b. A listing of any proposed subcontractors, if any, the bid is based on using;
- c. A listing of accreditations required to perform the work.

10.2 Organizational Capabilities

- a. Provide a brief overview of your company including your company name and headquarters address, the name of any sub-contractors or business partners used as part of this proposal, and length of time in business.
- b. Provide contact information for at least three references that are currently using your product and/or services that Saint John Energy may contact.

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

10.3 Implementation Plan

- a. Provide a description of how, in your view, installations and maintenance under this agreement could be performed including scheduling of customer preliminary visits, installations and maintenance.
- b. Provide brief profiles of key personnel that will be involved during implementation.
- c. Comment on the portion of the work that your company proposes to perform with its own workforce versus work that will be performed by sub-contractors.

10.4 Performance Standards

- a. What are your standards with respect to resolving contract performance issues?
- b. Who is responsible for responding to Saint John Energy in regards to contract performance?

10.5 Certifications

- a. Indicate compliance and supply the necessary documentation for the following certifications with your proposal. Your proposal should also list all other certifications not listed in this RFP:
 - i. Comprehensive General Liability insurance limits of not less than \$2,000,000 per occurrence for bodily injury or death, and \$2,000,000 per occurrence of property damage plus contractual liability coverage; Saint John Energy shall be named as an additional insured on the Seller's insurance policy(s). Upon request, the Seller shall provide Saint John Energy with certificates of insurance satisfactory to Saint John Energy evidencing that the foregoing insurance has been obtained.
 - ii. All other certifications applicable to your business that are not listed.

11. FINANCIAL 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, bidders 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. The prices in the Financial Proposal shall be the full inclusive value of the work described including all costs and expenses which may be required for the work described together with all general risks, liabilities and obligations set forth or implied in this RFP.
- g. The prices shall be free from any escalation due to labour, material, and exchange rate variation.
- h. Complete and return the following Financial Proposal attached hereto as Appendix “C”.

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. Product Quality
- c. Warranty
- d. Ability to meet Saint John Energy's requirements
- e. Quality of Proposal/Innovation
- f. References

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 bidder is deemed to accept without qualification by the bidder'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 bidder, the receipt, opening and consideration of a proposal, the evaluation of proposals, provision of additional information or conduct of presentations, the bidder'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 bidder(s) regarding price, project scope, or any other term of a bidder's submission, and such other terms as Saint John Energy may require, and to request additional information and clarification regarding any proposal. Saint John Energy intends to provide a pro forma form of contract to short listed bidders to advance contractual negotiations in a timely and effective manner.
 - vii) enter into simultaneous competitive negotiations with some or all bidders or negotiate with individual bidders.

- 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 bidder as a result of this RFP.
- c) **Evaluation and Selection:** Saint John Energy shall have the sole and absolute discretion to:
- i) evaluate 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 bidder shall be deemed to accept and agree to the following conditions:
- i) Bidders 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 bidder during the selection process and any negotiations.
 - ii) No bidder 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) **Regulatory Approval:** Any contract or contracts entered into as a result of this RFP process shall be subject to regulatory approval.
- 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 bidder, 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 bidder while the bidder 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 Water Softeners.

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. ADT November 1st, 2017.

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.



APPENDIX "B"

SCOPE DETAILS

1. CONTRACTOR'S RESPONSIBILITIES

The successful bidder shall deliver and install Water Softeners for customers of Saint John Energy.

The successful bidder shall provide the necessary labour (including preliminary site visit), transportation, equipment and materials necessary to install Water Softeners.

The successful bidder shall work in an environmentally accepted fashion and shall comply with all federal, provincial and municipal laws regarding material handling.

The installation or replacement of Water Softeners shall be in accordance with the New Brunswick Plumbing Code and other pertinent municipal by-laws and within the specifications set out by the Manufacturer's Installation instructions.

The successful bidder shall provide proof of license or certification for all personnel being utilized in the installation of Water Softeners. Only licensed/certified trade's people as permitted by federal, provincial and municipal laws shall be permitted to install a Water Softener. The successful bidder shall hold a valid contractor's license.

The successful bidder shall employ sufficient personnel and resources to meet its obligations. The successful bidder may choose to sub-contract portions of the work upon the approval of Saint John Energy.

The successful bidder shall be responsible for training their service personnel. When Commission approved training courses are offered, they shall be attended at the Contractor's expense.

All Contractor employees must carry photographic identification on their person at all times. Any employee found to be working at a Saint John Energy customer-site without a picture ID, and without the corresponding Employee Qualification and Training Record, will be asked to leave the customer-site immediately.

The successful bidder, their employees including Subcontractors are responsible for conducting themselves in a professional, ethical and legal manner while performing Work for the Company.

The successful bidder and its sub-contractors shall be in good standing with the Workplace Health, Safety and Compensation Commission (WHSCC) and prior to approval of this RFP shall submit a letter from WHSCC evidencing such status, both for itself and its sub-contractors.

Saint John Energy reserves the right to assign work to its own employees and/or to other Contractors so that customer service will be maintained.

The successful bidder shall, at all times, utilize a well maintained vehicle properly identified with their company's logo(s).

2. COMPANY'S RESPONSIBILITIES

Saint John Energy will receive all calls from its Customers and notify the Contractor by telephone when assessments or service calls are required.

3. DURATION OF CONTRACT

The Contractor shall be required to provide the services as required and upon request by Saint John Energy commencing upon execution of a Contract for a term of one year.

4. HOURS OF WORK

Installations shall be carried out in order to minimize the inconvenience to customers, or other hours as agreed on by the parties.

5. SUBCONTRACTORS

The Contractor shall be responsible for engaging Subcontractors as required, to ensure that the requirements are met.

The Bidder shall include a list of Subcontractors as a part of their offering.

If the Contractor engages a new subcontractor during the schedule of the works, the Company shall be notified in writing in advance of a Subcontractor commencing any of the works related to this scope.

The Company reserves the right to approve all proposed Subcontractors.

6. TRAINING

All Contractors, as well as subcontractors, must ensure that their employees are trained to perform their Work in a manner that will ensure their safety, the safety of Saint John Energy employees and the general public. All Contractors must be qualified and

competent to perform their assigned task as per Occupational Health & Safety Regulation 91-191 and in accordance with the requirements of this Contract.

The Company will provide training/instruction (at no cost to the Company or the Contractor) as may be required from time-to-time to accommodate upgrades or changes to the Company's requirements.

7. ABNORMAL CONDITIONS

The Contractor must report any abnormal conditions that may arise to the Company's Authorized Representative in a timely manner.

8. NEWS RELEASES

Information for publicity of any nature with respect to any facet on the Company's business or operations or of the Work being performed on Site by the Contractor or others, shall not be released or disclosed without prior consent of the Company's Authorized Representative.



APPENDIX "C"

Financial Proposal

Unit Price Tables

The bidder will provide below an inclusive unit price **per Water Softener being considered. Please indicate model type.**

\$ _____ per Water Softener

\$ _____ per ancillary product

Please add additional page or pricing list for different models, ancillary products or sizes if necessary

Installation Price Tables (price should include preliminary site visit)

\$ _____ per Water Softeners

Please add additional page or pricing list for different models or sizes if necessary

Optional Prices

The Bidder submits a unit price for an **annual maintenance plan** and for **maintenance calls** for Water Softeners:

\$ _____ annual maintenance plan

\$ _____ per hour

If minimum numbers of hours required, please specify

Note: Optional prices shall not form part of the evaluation and shall not be included in the unit price above.