



The City of Saint John

**Request for Proposals**

**for**

**2022-463001P – Woodlawn Park LS Pump Preselection**

**Saint John, New Brunswick**

Request for Proposals No.: 2022-463001P

Issued: Wednesday, February 15, 2022

Submission Deadline: Thursday, March 3<sup>rd</sup>, 2022 at 4:00:00 p.m. (Saint John time)

## TABLE OF CONTENTS

---

<b>PART 1 – INTRODUCTION .....</b>	<b>3</b>
1.1 Invitation to Proponents.....	3
1.2 RFP Contact Person.....	3
1.3 Type of Contract for Deliverables .....	3
1.4 Guarantee of Volume of Work or Exclusivity of Contract.....	3
1.5 Agreement on Internal Trade .....	3
<b>PART 2 – THE DELIVERABLES.....</b>	<b>4</b>
2.1 Description of Deliverables.....	4
<b>PART 3 – EVALUATION OF PROPOSALS .....</b>	<b>5</b>
3.1 Timetable .....	5
3.2 Submission Instructions.....	5
3.3 Stages of Proposal Evaluation.....	6
<b>PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS.....</b>	<b>8</b>
4.1 General Information and Instructions .....	8
4.2 Communication after Issuance of RFP .....	8
4.3 Debriefing .....	9
4.4 Prohibited Conduct.....	10
4.5 Confidential Information .....	11
4.6 Procurement Process Non-binding.....	12
4.7 Governing Law and Interpretation .....	13
<b>APPENDIX A – SUBMISSION FORM .....</b>	<b>15</b>
<b>APPENDIX B – PRICING FORM.....</b>	<b>17</b>
<b>APPENDIX C – REFERENCE FORM .....</b>	<b>18</b>
<b>APPENDIX D – RFP PARTICULARS.....</b>	<b>19</b>

## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

- (1) This Request for Proposals (“**RFP**”) is an invitation by The City of Saint John (the “**City**”) to prospective proponents to submit proposals for the preselection of a pump for our Woodlawn lift station, as further described in Part 2 – The Deliverables (the “**Deliverables**”).

### **1.2 RFP Contact Person**

- (1) For the purposes of this procurement process, the “**City Contact**” shall be:

Monic MacVicar, CCLP, CPPB  
Procurement Specialist  
The City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

### **1.3 Type of Contract for Deliverables**

- (1) The City will issue a Purchase order to the successful proponent for the scope of services and deliverables detailed in this request for proposal.

### **1.4 No Guarantee of Volume of Work or Exclusivity of Contract**

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

### **1.5 Agreement on Internal Trade**

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at [http://www.ait-aci.ca/index\\_en.htm](http://www.ait-aci.ca/index_en.htm).

**[End of Part 1]**

## **PART 2 – THE DELIVERABLES**

### **2.1 Description of Deliverables**

- (1) This RFP is an invitation to submit offers for the preselection of a pump for our Woodlawn lift station, as further described in Appendix D – RFP Particulars – Section A – Scope and Requirements.

**[End of Part 2]**

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Timetable

- (1) The RFP timetable is tentative only, and may be changed by the City at any time.

Issue Date of RFP	Wednesday, February 16 <sup>th</sup> , 2022
Deadline for Questions	Tuesday, February 22 <sup>nd</sup> , 2022 4:00:00 p.m., Atlantic Time
Deadline for Issuing Addenda	Thursday, February 24 <sup>th</sup> , 2022, 4:00:00 p.m., Atlantic Time
Submission Deadline	Thursday, March 3 <sup>rd</sup> , 2022, 4:00:00 p.m., ADT
Rectification Period	3 Business Days
Anticipated Deadline for Award of Agreement	TBD

### 3.2 Submission Instructions

#### (A) Proposals Should Be Submitted at Prescribed Location

- (1) Proposals should be submitted at:

The City of Saint John  
Supply Chain Management, 1<sup>st</sup> Floor  
175 Rothesay Avenue  
Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)

Attention: Monic MacVicar, CCLP, CPPB

#### (B) Proposals Should Be Submitted in Prescribed Manner

- (1) Proponents should submit one signed original and three bound copies of the technical proposal and supporting information, and one signed original copy and three bound copies of the financial proposal and supporting information.
- (2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked: “**Technical Proposal: 2022-463001P – Woodlawn Park LS Pump Preselection**”.
- (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**2022-463001P – Woodlawn Park LS Pump Preselection**”.
- (4) Proposals sent by fax or email will be rejected.

**(C) Proposals Should Be Submitted on Time**

- (1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- (2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

**(D) Amendment of Proposals**

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

**(E) Withdrawal of Proposals**

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

**3.3 Stages of Proposal Evaluation**

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:
  - (a) Stage I – Mandatory Requirements and Rectification
  - (b) Stage II – Evaluation of Rated Criteria and Pricing
  - (c) Stage III – Selection and Final Negotiation

**(A) Stage I – Mandatory Requirements and Rectification**

**Submission and Rectification Period**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

## **Mandatory Submission Forms**

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

### **Submission Form (Appendix A)**

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

### **Pricing Form (Appendix B)**

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

### **Reference Form (Appendix C)**

Each proponent must complete the Reference Form and include it with its technical proposal.

## **Other Mandatory Requirements**

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix D – Section A – Scope and Requirements. Incomplete proposals or proposals for only part of the Scope and Requirements described in Appendix D shall be disqualified.

### **(B) Stage II – Evaluation of Rated Criteria and Pricing**

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria.

### **(C) Stage III – Selection and Final Negotiation**

Once the proposals have been evaluated as per Stage II, and if the City wishes to request changes and/or improvements to the proponent's proposal, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its BAFO to the City.

**[End of Part 3]**

## **PART 4 – TERMS AND CONDITIONS**

### **4.1 General Information and Instructions**

#### **(A) Proponents to Follow Instructions**

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

#### **(B) Information in RFP Only an Estimate**

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **(C) Proponents Shall Bear Their Own Costs**

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

### **4.2 Communication after Issuance of RFP**

#### **(A) Proponents to Review RFP**

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
  - (a) Shall report any errors, omissions or ambiguities; and
  - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.



- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

**(B) All New Information to Proponents by Way of Addenda**

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

**(C) Post-Deadline Addenda and Extension of Submission Deadline**

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

**(D) Verify, Clarify and Supplement**

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

**(E) No Incorporation by Reference**

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

**(F) Proposal to Be Retained by the City**

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

**4.3 Debriefing**

**(A) Debriefing**

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

**(B) Procurement Protest Procedure**

- (1) The parties shall attempt to negotiate all disputes in good faith.
- (2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

**4.4 Prohibited Conduct**

**(A) Proponent Not to Communicate with Media**

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

**(B) No Lobbying**

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

**(C) Illegal or Unethical Conduct**

- (1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

**(F) Past Performance or Inappropriate Conduct**

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
  - (a) All the conducts as described in Part 4 – Section 4.4;
  - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or

- (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### **4.5 Confidential Information**

##### **(A) Confidential Information of City**

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
  - (a) Is the sole property of the City and must be treated as confidential;
  - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
  - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
  - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

##### **(B) Confidential Information of Proponent**

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

#### **4.6 Procurement Process Non-Binding**

##### **(A) No Contract A and No Claims**

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
  - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
  - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

**(B) No Contract until Execution of Written Contract**

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

**(C) Non-Binding Price Estimates**

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

**(D) Disqualification for Misrepresentation**

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

**(E) Cancellation**

- (1) The City may cancel or amend the RFP process without liability at any time.

**4.7 Governing Law and Interpretation**

**A. Governing Law**

- (1) The terms and conditions in this Part 4:
- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
  - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
  - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.
  - (d) This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:
    - a. Atlantic Trade and Procurement Partnership
    - b. Canadian Free Trade Agreement
    - c. City of Saint John Policy for the Procurement of Goods, Services and Construction

d. New Brunswick Procurement Act and Regulation 2014-93

(e) Reserved Rights

a. The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal 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 Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.
- b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
- d) Not accept any or all proposals.
- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
- i) Assess and reject a proposal on the basis of
  - i. Information provided by references;
  - ii. The proponent's past performance on previous contracts;
  - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
  - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
  - v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.

- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

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 proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

(f) **Limitation Of Liability And Waiver**

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

**[End of Part 4]**

## APPENDIX A– SUBMISSION FORM

**(A) Proponent Information**

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

**(B) Acknowledgment of Non-Binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed issued a purchase order.

**(C) Ability to Provide Deliverables**

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

**(D) Mandatory Forms**

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
<b>Submission Form</b>	
<b>Pricing Form</b>	
<b>Reference Form</b>	

**Notice to proponents:** There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

**(E) Non-Binding Price Estimates**

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

**(F) Addenda**

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: \_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

**(G) No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**(H) Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I have the authority to bind the proponent.



## APPENDIX B – PRICING FORM

**(A) Pricing Form**

- (1) Complete the following table to provide pricing based on the specifications, terms and conditions of this RFP.

**SCHEDULE OF PRICES**

Item	Description	Woodlawn Park (2 Pumps)
1.0	Submersible Pumps/Motors	
2.0	Pump accessories including but not limited to pump bases, discharge elbows, guide support brackets, lifting chains, power cables, alarm relays, and anchor bolts.	
3.0	Shipping all materials to Saint John, NB including loading, unloading, storage, packaging, securing and coordination, fees and duties.	
4.0	Supervision of installation and commissioning services at site including all expenses as specified.	
5.0	Replacement Impeller (1x per pump)	
A	Sub-total (Items 1-5) excluding taxes.	
B	HST (15%)	
	<b>Total Price (A+B)</b>	
The amount of the price (as per (A)) (\$ _____) (excluding HST) that is subject to foreign exchange rate applicable at closing, the applicable currency ( _____ to CAD) and the exchange rate ( _____) use in calculating the price above.		
(a)	Per diem rate including travel and accommodation costs for additional visits if required	\$ _____ /Day
(b)	Submittal of shop drawings upon receipt of Purchase Order	weeks
(c)	Delivery of equipment (in full) upon receipt of approved shop drawings	weeks
(d)	Final shop drawings and data upon receipt of approved shop drawings	weeks

## APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

### Reference #3

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

## APPENDIX D – RFP PARTICULARS

### (A) DELIVERABLE

See attached section 33 32 31

### (B) EVALUATION CRITERIA

- (1) It is not the intent of the City to select the equipment and the Supplier solely on the basis of the capital cost of the equipment, but to consider all the factors related to the use of the equipment. The City will evaluate the proposals with input from the Consultant.
- (2) A value matrix approach will be used to assess various elements of the proposals with weighting factors applied to give an overall weighted value to each bid. The matrix will consist of a technical and a cost evaluation as detailed below:

#### **Technical merit (25):**

Compliance with the technical specifications, equipment performance, and general quality of proposed equipment. Potential installation cost advantages/disadvantages will also be considered here.

#### **Demonstrated delivery and past experience (20):**

The Equipment Suppliers history of supplying, commissioning systems similar to those specified, similarity of references to this project, possible comments received from references, if contacted, and any previous City experience with the Equipment Supplier or the offered equipment for similar assignments. Quoted delivery times will be scored in this section of the evaluation.

#### **Equipment Supplier's servicing capabilities (20):**

The Equipment Suppliers in-house technical and service resources, related to the proposed equipment, warranty duration and terms, service facilities including proximity to the City of Saint John, and general capabilities in commissioning of the equipment.

#### **Lifecycle cost (20):**

Life cycle costs analysis of the purchase cost of the equipment, operational costs, and energy cost based on the rated duty and additional information provided in Section 33 31 32.

#### **Value Added (10):**

What additional information (references), technology, process or options (additional spares) has the supplier included in the proposal? Is there value added to the supplier's response for this additional information? Any identified enhancements (ruggedness, superior materials, heavier components or other advantages of the proposed equipment) will be considered here.

#### **Cost (30):**

Total purchase price.

## **PART 1 GENERAL**

### **1.1 Standards**

- .1 Have equipment comply with the latest edition of the applicable codes and regulations including, but not limited to, the following:
  - .1 Hydraulic Institute Standards
  - .2 American Society of Mechanical Engineers (ASME)
  - .3 Canadian Standards Association (CSA)
  - .4 American Gear Manufacturers Association (AGMA)
  - .5 Canadian Electrical Manufacturers Association (CEMA)
  - .6 National Electrical Manufacturers Association (NEMA)
  - .7 American Society for Testing and Materials (ASTM)
  - .8 American National Standard Institute (ANSI)
  - .9 Electrical and Electronic Manufacturers Association of Canada (EEMAC)
- .2 Have all electrical equipment comply in every respect with the rules and regulations of the Building Inspector, Saint John Energy, and be acceptable to their local inspectors.
- .3 In case of any conflict among these Specifications and any of the above standards, the most stringent will have precedence.

### **1.2 Scope of Work**

- .1 The work specified under this Section includes the design, fabrication, testing, supply and delivery of the submersible pumping equipment specified herein.
- .2 The scope of work shall also include:
  - .1 Coordination with General Contractor.
  - .2 Provision of installation instructions.
  - .3 Review and comment on final pump/wetwell drawings to identify any concerns related to pump configuration.
  - .4 Attendance during installation, testing and commissioning of the pumps.
  - .5 Warranty of all equipment as specified.
  - .6 Technical training sessions for electrical and mechanical operations staff as specified.

### **1.3 Submittals With Quote**

- .1 Lead time.
- .2 24 Month clog free guarantee from date of start-up, from manufacturer.
- .3 Pump performance and efficiency curves for duty points as well as for pumps operating at varying speeds.

- .4 Clearly identify minimum allowable operating speed of pump while maintaining solids handling capabilities.
- .5 Dimensions and general arrangement drawings.
- .6 Details on connections, fittings, control assemblies and ancillaries. Identify whether factory or field assembled.
- .7 Maximum static and dynamic loadings created by the pump base stand.

#### **1.4 Submittals Upon Award**

- .1 Parts list for all components including materials of construction, dimensions, weights, manufacturer, and part number.
- .2 Installation and operation manuals.
- .3 Motor specification sheets.
- .4 A list of materials and equipment to be installed and the manufacturer's descriptive data shall be submitted for approval.
- .5 Provide shop drawings for all system components.
- .6 Digital drawings of pumps in AutoCAD.
- .7 Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein.
- .8 Long-term storage requirements.
- .9 Control and wiring diagrams, rough-in dimensions, and component layout shall be included where applicable. All control and power conductors on the shop drawings shall be identified with wire numbers.
- .10 Details on the recommended Variable Frequency Drive type to suit the selected pumps (Constant Torque vs. Variable Torque).
- .11 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
- .12 Closeout submittals: submit maintenance and engineering data for incorporation into O&M manual, include:
  - .1 Manufacturer's name, type, model year, capacity and serial number.
  - .2 Details of operation, servicing and maintenance.
  - .3 Recommended spare parts list with names and addresses.

## **PART 2 PRODUCTS**

### **2.1 General**

- .1 The pumps shall be submersible, non-clog, chopper style or “N impeller”, designed to operate in an unscreened municipal sanitary sewage application, capable of passing a minimum of 75mm diameter solids.
- .2 Pump Requirements.
  - .1 Major pump components shall be grey cast iron with smooth surfaces.
  - .2 All components and accessories shall be supplied complete with epoxy coating or other approved protective coating to protection against corrosion.
  - .3 The pumps shall be designed to automatically and firmly connect to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection. There shall be no need for personnel to enter the tank to connect or disconnect the pump.
  - .4 Sealing of the pumping unit to the discharge connection shall be a watertight connection. No portion of the pump shall be directly on the sump floor.
  - .5 Pumping equipment shall be suitable for use in a potentially explosive wastewater environment (Zone 1 Group IIA).
  - .6 Pumps shall be supplied with lifting connection.
  - .7 All exposed nuts, bolts, and fastening hardware shall be 316 SS.
  - .8 Impeller shall be steel hardened (minimum Rockwell C 60), dynamically balanced, enclosed, non clog design. Impeller shall be capable of handling solids, fibrous material, heavy sludge, and other matter common to municipal sanitary sewage applications.
  - .9 Supply one spare impeller with each pump, and one spare leak/temperature relay.

### **2.2 Performance Requirements**

- .1 The pumps shall be designed for and be capable of continuous pumping of sanitary sewage under the following conditions:
  - .1 At the rated capacity at the published efficiency.
  - .2 Over a range of 85% to 115% of the rated total dynamic head (TDH) and flow range outlined in the following table, at published efficiency (when running at full speed).

Description	Unit	Woodlawn Park
Qty Pumps	#	2
Rated pump capacity (Scenario 1)	L/s	44
TDH (Scenario 1)	Metres	32
Static Head (Scenario 1)	Metres	15.75-18.25
Rated pump capacity (Scenario 2)	L/s	63
TDH (Scenario 2)	Metres	24
Static Head (Scenario 2)	Metres	0.75-3.25
NPSHa (min)	Metres	10

- .2 Pump capacity curves shall be continuously rising towards shut-off. Shutoff head shall be a minimum of 20% greater than the TDH at the rated point.
- .3 The pump design point for the rated capacity shall be situated to the left of the maximum efficiency point on the curve.
- .4 Pumping equipment offered shall function properly in the settings intended without vibration and/or cavitation.
- .5 Pumps shall be capable of operating continuously at the minimum flow requirements (at reduced speeds) specified without causing excessive wear, vibration, or damage to the pumps, motors or accessories.
- .6 The selected pump shall be capable of impeller changes that would provide an adjustment in TDH (At least 15% above or below the rated TDH range).
- .7 The pumps and motors shall be designed to operate as a variable speed system using variable frequency drives. The pumps shall also be capable of operating at a constant full speed when the VFD is being bypassed.
- .8 Motors shall be designed for continuous duty with a maximum of 10 starts per hour.
- .9 The motor stator windings and leads shall be made moisture resistant.
- .10 Use thermal sensors and moisture sensors to monitor the stator for high temperatures and moisture. Either condition should be relayed to the control panel.

- .11 Motors shall be capable of being operated and adequately cooled when fully submerged, or un-submerged as long as liquid level is within hydraulic operating range of pumps.
- .12 Type: squirrel cage induction type housed in a watertight chamber.
- .13 The motors shall be suitable across the entire pump curve when operating at 100% speed and shall be adequately sized to handle the increase in system head due to a change in impeller size (a minimum of a 15% increase in system head at the rated capacity).
- .14 The required net positive suction head (NPSH) shall not exceed the NPSH available at any point on the curve and cavitation-free performance shall be guaranteed.

### **2.3 Pump Accessories**

- .1 Pumps shall be supplied complete with all required alarm relays.
- .2 Discharge connections to suit specified pumps, cast iron, complete with holding down anchor bolts and galvanized steel or stainless steel lower guide holders. Discharge flanges shall be ANSI B16.1, 125 lb. rating.
- .3 Pump shall be complete with discharge elbow and stand. Metals shall be aluminum, galvanized steel, or stainless steel.
- .4 Supply sufficient galvanized steel lifting chain to enable pump removal (Roughly 10m). Final length to be coordinated with general contractor prior to procurement.
- .5 Electrical power conductor shall be CSA approved suitable for 600V applications. The cable shall be composite and shall include both power and control/sensor cables for wiring into control panel. Cable entry design shall ensure an impermeable seal.
- .6 Provide sufficient length of cable (approximately 20m - to be confirmed by Supplier in field) to permit wiring of pump into control panel without splicing.
- .7 Anchor Bolts
  - .1 Supply all necessary anchor bolts.
  - .2 All anchor bolts shall have ethylene coating.
  - .3 Anchor bolts shall be Wilson Anchor Sleeve, Inc.

### **2.4 Painting and Protective Coating Systems**

- .1 Sealer-primer shall be as recommended by Paint Manufacturer for the particular application and finish coat. Touch up shop primer as required.
- .2 Pump and motor shall receive minimum 5-8 MDFT epoxy coating.
- .3 Materials used in Painting and Protective Coating System shall conform to International Paints.



**2.5 Approved Manufacturers**

- .1 Flygt
- .2 Or approved equivalent

**PART 3 EXECUTION**

**3.1 Pump Testing**

- .1 Each pump shall be guaranteed for the rated capacities and overall efficiency when installed and operating under the specified conditions.

**3.2 Lubrication, Grease, Oil and Fuel**

- .1 Provide all grease, oil, lubricants, and other essentials as required for the initial operation of the equipment.

**3.3 Supervision Installation and Start-Up**

- .1 Provide for a total of two (2) full days service on the site of skilled factory trained personnel, inclusive of all travel time and expenses, to inspect the installation and starting up operation of the equipment (Commissioning).
- .2 Manufacturer shall submit a report to the Engineer detailing the commissioning efforts following successful start-up.
- .3 In addition to commissioning services, provide a total of one (1) day of hand-on operational training for up to approximately ten (10) City staff to occur at a mutually agreeable time.

**PART 4 PRICING AND PAYMENT**

**4.1 Prices**

- .1 Quoted prices shall include delivery to the Site. Unloading at the site and equipment storage shall be carried out by the Contractor.
- .2 Quoted prices shall exclude Harmonized Sales Tax (HST). The Purchase Order shall include Harmonized Sales tax as the total amount payable to the Supplier.
- .3 The fixed quoted prices shall be in Canadian dollars, and shall cover all contingencies and provisional sums, all patents and licensing fees, and handling charges, transportation, and all other charges.
- .4 Submit the proposal on the schedule of prices without any connection, comparison of figures with, or knowledge of any other corporation, firm or person making a proposal for similar equipment for this project and the proposal shall be in all respects fair and without collusion or fraud.

- .5 Prices shall allow for any supply, transport and onsite activities associated with lubricants, etc. that are required for the operation of the equipment but are shipped separately to the site of the work.
- .6 The prices contained in quotations shall be fixed and open for acceptance for a period of six (6) months after the Submission Deadline for receipt of proposals. It is anticipated that the project timeline will result in a Purchase Order placed prior to May 2022 and delivery of equipment not later than August 2022 and start-up, commissioning, and final acceptance of equipment not later than six (6) months following delivery of equipment. Provided that a written Purchase Order for the equipment is placed by the City within the above-mentioned period of validity of the proposal, there shall be no increase in the quoted price of the equipment.
- .7 If foreign exchange is applicable to a significant portion of the price equipment supply, indicate the applicable foreign currency, the dollar amount of the price which is applicable to that foreign exchange as well as the foreign exchange rate that was applicable at the Submission Deadline for receipt of proposals. Provide this information on the Proposal Form. Any increase or decrease in the foreign exchange applicable to the said equipment between the Submission Deadline of the Equipment Proposal and date of Purchase Order shall result in a corresponding increase or decrease in the price charged by the supplier. However, no change in price shall be made if the net amount of increase or decrease is less than \$500. Any increase or decrease in price shall be claimed by the supplier through the City as the case may be and debited or credited.
- .8 The supplier shall notify the purchaser and the consultant promptly of relevant changes in rate of foreign exchange.
- .9 Payment to the supplier shall be by the City in accordance with the payment terms defined in this specification.

#### **4.2 Payment Schedule**

- .1 Payment for equipment will be by the City and claimed by the supplier by way of submission of approved progress claims.
- .2 Equipment payment will be allowed for at the following milestones during execution of the General Contract:
  - .1 70% due upon delivery of all equipment to the site.
  - .2 20% due upon installation of equipment into the works of the Woodlawn Park LS.
  - .3 10% due upon successful completion of trial testing, commissioning and operator training.

**END OF SECTION 33 31 32**