



The City of Saint John

Request for Proposals

for

**2022-085401P – SPRINKLER SYSTEM INSPECTION, TESTING, AND
MAINTENANCE SERVICES**

Saint John, New Brunswick

Request for Proposals No.: 2022-085401P

Issued: Thursday, June 9th, 2022

Submission Deadline: Thursday, June 30th, 2022 at 4:00:00 p.m. (Saint John time)

TABLE OF CONTENTS

| | |
|--|-----------|
| PART 1 – INTRODUCTION | 3 |
| 1.1 Invitation to Proponents..... | 3 |
| 1.2 RFP Contact Person..... | 3 |
| 1.3 Type of Contract for Deliverables | 3 |
| 1.4 No Guarantee of Volume of Work or Exclusivity of Contract..... | 3 |
| 1.5 Agreement on Internal Trade | 3 |
| 1.6 Duration of Agreement..... | 3 |
| PART 2 – THE DELIVERABLES..... | 4 |
| 2.1 Description of Deliverables..... | 4 |
| PART 3 – EVALUATION OF PROPOSALS | 5 |
| 3.1 Timetable | 5 |
| 3.2 Submission Instructions..... | 5 |
| 3.3 Stages of Proposal Evaluation..... | 6 |
| PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS..... | 8 |
| 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..... | 11 |
| 4.7 Governing Law and Interpretation | 12 |
| APPENDIX A – SUBMISSION FORM | 15 |
| APPENDIX B – PRICING FORM..... | 17 |
| APPENDIX C – REFERENCE FORM | 19 |
| APPENDIX D – RFP PARTICULARS..... | 20 |
| APPENDIX E - STANDARD OPERATINGPROCEDURES..... | 35 |

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 provision of Sprinkler System Inspection, Testing, And Maintenance Services, 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

1.3 Type of Contract for Deliverables

- (1) The City will issue a Purchase order to the successful proponent for the scope of services 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.

1.6 Duration of agreement

- (1) The agreement resulting from this procurement will be for a period of one (1) year with two (2) additional one (1) year extension periods to be exercised at the City’s sole discretion. Proponents are to bid pricing for all three (3) years on the Pricing Form (Appendix B).

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for the provision of Sprinkler System Inspection, Testing, And Maintenance Services, 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 | Thursday, June 9 th , 2022 |
| Deadline for Questions | Tuesday, June 21 st , 2022, 4:00:00 p.m., Atlantic Time |
| Deadline for Issuing Addenda | Thursday, June 23 rd , 2022, 4:00:00 p.m., Atlantic Time |
| Submission Deadline | Thursday, June 30 th , 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, 1st 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: 2021-085401P – Sprinkler System Inspection, Testing, And Maintenance Services**”.
- (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2021-085401P – Sprinkler System Inspection, Testing, And Maintenance Services**”.
- (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) 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.

(D) 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

(B) Reserved Rights

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.

(C) 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 |
|------------------------|------------------------|
| Submission Form | |
| Pricing Form | |
| Reference Form | |

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 Sprinkler System Inspection, Testing, And Maintenance Services pricing based on the specifications, terms and conditions of this RFP, and exclusive of taxes.

- (2) lump-sum price (broken down by facility) in a tabular format similar to that provided below to provide Inspection, Testing, and Maintenance Services (including reporting) as described in Appendix D – RFP Particulars, Sections 3.2 and 3.3.

Lump Sum Price to Provide Inspection, Testing, and Maintenance Services

| NO. | FACILITY | COST (EXCLUDING HST) | |
|-------------------------------|--|----------------------|-----------------|
| | | PER QUARTER | PER YEAR |
| 1. | Hilton Belyea Arena | | |
| 2. | Stewart Hurley Arena | | |
| 3. | Charles Gorman Arena | | |
| 4. | Peter Murray Arena | | |
| 5. | CE Nick Nicole Community Centre | | |
| 6. | Carleton Community Centre | | |
| 7. | City Market | | |
| 8. | City Market Pedway | | |
| 9. | Municipal Operations Building | | |
| 10. | Central Fleet Garage | | |
| 11. | TD Station Pedway | | |
| 12. | Paint Booth North Works | | |
| 13. | Police Headquarters | | |
| 14. | Milledgeville Wastewater Treatment Plant | | |
| 15. | Lord Beaverbrook Rink | | |
| 16. | Saint John Transit | | |
| TOTALS (EXCLUDING HST) | | PER QUARTER | PER YEAR |

- (3) Unit rates for all personnel that would be involved in maintenance, repairs, and emergency response as well as percentage markup on materials in a tabular format similar to that provided below.

Unit Rates to Complete Maintenance, Repairs, and Provide Emergency Response

| NO. | DESCRIPTION | APPROXIMATE YEARLY QUANTITY | RATE |
|-----|---|-----------------------------|---------|
| 1. | Regular time (8:00am to 5:00pm – Monday to Friday) | 150 hours | \$ / hr |
| 2. | Overtime | 30 hours | \$ / hr |
| 3. | Percentage mark-up on materials | N/A | % |
| 4. | Equipment charges (if applicable – please describe) | | |
| | a) | | |
| | b) | | |
| | c) | | |

Notes:

- * Costs above are to be inclusive of all administrative costs, overhead, and profit and shall be exclusive of HST
- ** Costs for labour shall include all wages, fringe benefits, insurance, transportation, working tools, equipment costs, etc. and other charges incurred to provide the required services
- *** Percentage mark-up on materials shall include pick-up, transportation, delivery, and all other charges incurred in order to provide required materials to the place of installation
- **** There is no guaranteed minimum amount of work in this Contract

Proponent Name: _____

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

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #2

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #3

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

APPENDIX D – RFP PARTICULARS

(A) SCOPE AND REQUIREMENTS

1.0 OVERVIEW

The City of Saint John is inviting a fee proposal from qualified and experienced companies for the provision of Sprinkler System Inspection, Testing, and Maintenance Services for various City-owned facilities. The term of the Contract resulting from this Request for Proposal will for a period of three (3) years from the date of award, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

There are currently 16 City-owned facilities that are included in this Contract, however, the City of Saint John reserves the right to add or delete any facility from this list without penalty at any point during the Contract. The 16 facilities are as follows:

| NO. | FACILITY | LOCATION |
|-----|--|----------------------|
| 1. | Hilton Belyea Arena | 400 Lowell Street |
| 2. | Stewart Hurley Arena | 1500 Hickey Road |
| 3. | Charles Gorman Arena | 80 University Avenue |
| 4. | Peter Murray Arena | 701 Dever Road |
| 5. | CE Nick Nicole Community Centre | 85 Durham Street |
| 6. | Carleton Community Centre | 120 Market Place |
| 7. | City Market | 47 Charlotte Street |
| 8. | City Market Pedway | 36 Germain Street |
| 9. | Municipal Operations Building | 175 Rothesay Avenue |
| 10. | Central Fleet Garage | 175 Rothesay Avenue |
| 11. | TD Station Pedway | 70 Station Street |
| 12. | Paint Booth North Works | 14 McIntosh Street |
| 13. | Police Headquarters | 1 Peel Plaza |
| 14. | Milledgeville Wastewater Treatment Plant | 700 Woodward Avenue |
| 15. | Lord Beaverbrook Rink | 536 Main Street |
| 16. | Saint John Transit | 50 MacDonald Street |

2.0 QUALIFICATIONS AND EXPERIENCE

The successful proponent must be and have been in the business of inspecting, testing, and maintaining sprinkler systems for a minimum of three (3) years and meet all licensing and certification requirements that apply to the place of work.

Proponents shall provide the following information in their proposals:

- **Company Background**
 - ✓ Include history, locations, organizational structure, number of local employees and technicians, summary of services, summary of licenses/certifications
- **Relevant Experience**
 - ✓ Include dates applicable, location, client (excluding City of Saint John if applicable), contract value, description of services, number of facilities, relevance to this Contract
- **Proposed Personnel**
 - ✓ Include primary contact (i.e. client manager or similar role) as well as technicians, fitters, etc. who would be assigned to this contract
 - ✓ For all personnel provide proposed role, office location, relevant education/licensing/training/certifications, and number of years experience)
- **References**
 - ✓ Limit to three references – include company name, contact name, address, telephone number, and e-mail address

3.0 SCOPE OF WORK – MINIMUM REQUIREMENTS

At a minimum, the following should be included in the scope of work presented in your proposal. Any additional work not presented here, but recommended by your firm, should be described in your proposal in detail.

All inspection, testing, and maintenance shall be in accordance with National Fire Protection Association (NFPA) standards (including, but not limited to NFPA 25, latest edition) and guidelines as well as policies and practices adopted by the Office of the Fire Marshal, the National Fire Code of Canada, and other building codes as applicable the place of work. Any maintenance recommended by the manufacturer of a particular system other than that prescribed by NFPA shall also be considered as part of work.

In general, the scope of services is broken down as follows:

- **General Requirements** – applicable to all work completed under this Contract unless otherwise noted (refer to Section 3.1)
- **Specific Scope of Services**, including:
 - 1) Annual Preventative Inspection and Maintenance Services (refer to Section 3.2.1)
 - 2) Service Calls for Repairs (refer to Section 3.2.2)

Proponents are to complete the form provided in **Appendix A (Contractor’s Ability to Meet Scope of Service Requirements)** of this RFP and submit it with their proposal. To obtain an electronic copy of this form for editing, proponents can email a request to the enquiries contact as identified in section 16 “Terms and Conditions”.

3.1 General Requirements

3.1.1 Relevant Codes and Standards

All work performed under this Contract shall be in accordance with the 2005 National Building Code of Canada, National Fire Protection Association (NFPA), and any other relevant codes and standards in the place of work including, but not limited to, all Municipal, Provincial, and Federal by-laws, acts, codes, and/or regulations that may affect the services provided under this Contract.

3.1.2 Qualifications and Supervision

All work performed under this Contract shall be completed under the direction of a Journeyman Sprinkler Fitter, as required who shall remain on site while work is in progress and supervise all other qualified personnel involved in the work.

3.1.3 Permits

If required, the Contractor is responsible to obtain necessary permits and arrange for all inspections required as a result. Costs associated with permits are billable to the City of Saint John, and shall be itemized separately on invoice submissions. No work shall be started prior to obtaining a permit if it is required.

3.1.4 Materials and Equipment

All parts, materials, and equipment supplied shall be new and delivered to site in original packaging and/or with labels still intact.

The Contractor shall maintain a stock of common materials and equipment within the service van/vehicles used by the Contractor's representatives.

3.1.5 Materials Not Incorporated into the Project

The City of Saint John will pay only for materials incorporated into the project. This includes materials that may be purchased in bulk. Exceptions will be made only if the Contractor provides adequate information that demonstrates that the extra materials could not be used for future projects or elsewhere and would impose a significant burden (financial or otherwise) on the Contractor if retained. The approved method of determination of unit cost (i.e. eligible for payment) will be the total cost divided by the number of units. The successful proponent will be responsible for the proper and safe storage of extra materials with labels intact until such time that they can be incorporated into a project. Materials must be used within one (1) year from the date of purchase.

3.1.6 Tools and Equipment

The Contractor and their representatives shall carry with them all necessary tools and equipment required to carry out this Contract. Ladders/hoists to access a height up to 35 feet are the responsibility of the Contractor and should be available at all times. Any ladder/hoist equipment required to service beyond the height of 35 feet shall be paid or supplied, at its option, by the City of Saint John.

Aside from the above mentioned, the cost associated with the purchase or rental of tools and equipment (and the maintenance thereof) required to carry out this Contract is the responsibility of the Contractor and is not considered a billable expense to the City of Saint John.

3.1.7 Time for Project Meetings

Time for project meetings (i.e. start up or otherwise) shall be limited to one (1) hour and include only the time of the Foreman or Journeyman Technician who is responsible for the supervision of the project. Exceptions will be made only for complex projects requiring some time for investigation, or other information gathering and must be approved in advance by the City of Saint John. Time of apprentices, labourers, or other personnel for project meetings is not billable unless the City of Saint John specifically requests or approves their attendance in advance or unless work is to begin immediately following the project meeting.

3.1.8 Quotations for Work

Quotations for work may be requested by the City of Saint John at any time. Upon request, the Contractor is to provide the City of Saint John a quotation within 48 hours. The quotation is to describe the scope of the work; provide the hours anticipated and the resources required; list the equipment and materials expected along with the anticipated cost and markup (based on Contract); present the Contract rates; and provide the total anticipated cost of the work.

A sample quotation that meets the requirements described above is to be included in the proposal submission.

It is important to note that the City of Saint John reserves the right to obtain competitive bids from other sources for any work that is required.

3.1.9 Communication

The Contractor shall provide the City of Saint John with a complete list of contacts for the organization, including names, roles, office address, office phone numbers, cell phone numbers, pager numbers, fax numbers, and email addresses. The City of Saint John will provide the Contractor a list of contacts, including Facility Management representatives and building representatives as deemed appropriate.

3.1.10 Emergency Response

Responding to emergency situations is an essential part of this Contract. It is required that the Contractor be available to respond to emergency situations on a 24 hour per day, 7 day per week basis. The maximum response time during any hour of the day or night shall not be more than two (2) hours.

3.1.11 Authorization of Work

All work under this Contract will be undertaken only if proper authorization is provided by a representative from the Facility Management Division. **No authorization or direction is to be taken from building personnel at any facility under any circumstance.** If building personnel have a request or issue, they are to contact Facility Management directly. Exceptions will be made for emergency

situations that, if delayed, would impose a safety concern or result in significant damage. In these cases, building personnel may authorize work, but the Contractor must contact Facility Management to advise them of the situation as soon as safely possible.

Proper authorization of the work consists of the receipt by the Contractor of a written Job Order from the City of Saint John. **No work is to be completed without a Job Order in hand.** In some cases (e.g. afterhours/emergencies), authorization can be provided on a verbal basis or via email from Facility Management. In these cases, it is the responsibility of the Contractor to follow up at the earliest possible time the next business day to obtain a Job Order.

The Contractor **will not be paid** for work not properly authorized.

3.1.12 Assignment of Personnel

The City of Saint John will only pay the hourly rate of one Journeyman Technician assigned to a particular project. Additional personnel assigned to a project will be paid at the Apprentice hourly rate. Exceptions may be made on larger projects, if the benefit can be shown to the City of Saint John, or if required by law. In these cases, the Contractor must obtain Facility Management approval in advance of the work being started. If advanced approval is not provided, the second Journeyman Technician will be paid at the Apprentice (or Labourer if applicable) hourly rate.

The number of personnel assigned to a particular project should be based on the scope of work, technical complexity, safety, duration, urgency, etc. At the request of the City of Saint John, the Contractor will be required to justify the time spent on site by personnel assigned to a project and provide a detailed summary of their work tasks. This information is also to be detailed on timesheets.

3.1.13 Site Access

As described herein, the Contractor's supervisor **must present themselves to the Facility representative upon arrival to the site** and describe, in general terms, what the project entails, where they are working, how long they intend to be, and any safety concerns that may be imposed as a result of the work. The Contractor's supervisor must again present themselves prior to departure.

In the case of afterhours work or for buildings that are not occupied, keys are available to be signed out from Facility Management, Lobby Level, City Hall. Keys must be returned promptly when work is completed. If keys are lost or damaged while in the Contractor's possession, it is the Contractor's responsibility to have doors rekeyed or keys replaced at their own cost. It is important that the Contractor be aware of security systems that may be installed in various facilities, and it is the responsibility of the Contractor to make inquiries in this respect. In locations where security systems exist, the Contractor will have to work with Facility Management to gain access.

3.1.14 Identification

Representatives of the Contractor are to carry photo identification at all times. The City of Saint John reserves the right to provide the Contractor with photo identification badges which would have to be visible at all times.

3.1.15 Timesheets

Timesheets are to be completed for all projects that are completed on a time and material basis and attached to the invoice when submitted for payment. The following items are to be included on all timesheets:

- Facility ID
- Facility Description
- Project Description
- Blanket Purchase Order Number
- Job Order Number
- Date
- Arrival Time
- Departure Time
- Names of Individuals Working on the Project
- Description of Work Tasks (by Individual)
- Hours Worked on the Project (by Individual)
- Hourly Rates (by Individual)
- Materials and Equipment Used
- Signature of City of Saint John Representative

The Contractor's supervisor must present themselves to the Facility representative upon arrival and describe, in general terms, what the project entails, where they are working, how long they intend to be, and any safety concerns that may be imposed as a result of the work. Prior to departure, the Contractor's supervisor must complete the timesheet and review with the Facility representative who will sign off when satisfied that the timesheet adequately reflects the work completed. The Facility representative sign off in no way, expressed or implied, suggests acceptance or approval of the work described or time recorded on the timesheet and shall not relieve the Contractor of their responsibility for the work and associated time in any way.

If Facility representatives are not available, the Contractor's supervisor must contact the Facility Management representative assigned to the project and advise them accordingly (upon arrival and departure). The Contractor's supervisor will record who was contacted and when on the timesheet in this case.

A sample timesheet that meets the requirements described above is to be included in the proposal submission.

3.1.16 Identification of Safety or Performance Issues

If while working in City-owned buildings, the Contractor identifies any issues that would impose a safety concern or impact performance, the Contractor shall notify Facility Management immediately.

3.1.17 Professionalism

Company uniforms are optional; however, Contractor representatives must present themselves in a professional manner when working in City-owned buildings. Contractor representatives are also expected to act in a professional manner under all circumstances when conducting business associated

with or in our buildings. If Contractor representatives are confronted or put in a situation that is deemed inappropriate, the Contractor should contact Facility Management who will deal with the matter accordingly. At no time is it deemed appropriate to make defamatory comments against other persons or organizations with respect to any matter. Furthermore, the use of profanity, derogatory language, threats of violence, or any other action that is offensive in nature, in all cases, will not be tolerated and could be grounds for immediate termination.

3.1.18 Travel Time and Vehicle Expenses

No travel time to the buildings and/or time to pick up materials or equipment shall be eligible for payment under this Contract.

Costs associated with vehicles, including maintenance, fuel, insurance, etc. are not eligible for payment under this Contract. If these types of charges appear on invoices, the invoice will be rejected and the Contractor will be required to revise and resubmit. This will cause delays in payment for which the City of Saint John will not assume responsibility.

3.1.19 Incidental Expenses

The City of Saint John will not pay for materials and equipment that may be considered incidental expenses. Some examples that may be considered incidental expenses include paper, pencils/pens/markers, etc.

3.1.20 Supporting Documents for Expenses

Supporting documentation for all materials, equipment, and other expenses billed to the City of Saint John shall be provided upon request. This includes, but is not limited to, invoices and/or proof of payment for said materials, equipment, and other expenses.

3.1.21 Regular Time and Overtime

The definition of regular time shall be from 8:00am to 5:00pm, Monday through Friday inclusive. The definition of overtime shall be all other hours of the day and night, including weekends and statutory holidays.

3.1.22 Billable Work

Billable work is based on the actual hours worked at the tendered rates in addition to the cost of materials and equipment incorporated into the work plus the quoted mark-up.

3.1.23 Invoicing

It is essential that invoices for work completed be provided on a timely basis. At a minimum, invoices must be submitted in the same month in which the goods and services were rendered. All invoices for work completed (including progress billings) between the months of January and November in a given year must be submitted no later than December 1st of that same year. All invoices for work completed (including progress billings) in the month of December in a given year must be submitted no later than January 8th of the following year.

All invoices **must contain** all of the following information:

- Vendor name and contact information
- Date of invoice
- Name of City of Saint John representative who authorized the work
- Facility ID
- Facility name and street address
- Project description
- Job Order / Work Order / Purchase Order Number / Contract Number
- Progress billing number (if applicable)

Invoices must be certified originals in order to be processed and must be accompanied by a signed timesheet if the work was completed on a time and materials basis.

All invoices are to be addressed to:

Attention: Accounts Payable
City of Saint John
PO Box 1971
Saint John, NB Canada
E2L 4L1

Invoices are also accepted via email at accountspayable@saintjohn.ca.

Invoices not meeting the above criteria will not be processed by the City of Saint John. The City of Saint John will not be responsible for interest charges resulting from non-compliance to the criteria presented above.

A sample invoice that meets the requirements described above is to be included in the proposal submission.

3.1.24 Changes to Fire Suppression System components

When significant changes are made to existing Fire Alarm and Sprinkler Systems components/equipment, accurate drawings/schematics as well as operating and maintenance manuals (three copies) must be supplied to the City of Saint John upon completion of the work, and signed by the Contractor. The drawings/schematics need only be of the affected area, but must be done in a professional manner and shall clearly indicate all changes, improvements, and/or alterations.

3.1.25 Safety

The successful proponent must provide an up to date WorkSafe NB Clearance Certificate prior to a Contract or Purchase Order being issued. The Contractor is to maintain coverage through the duration of this Contract. In addition, the Contractor must provide a copy of the Company Safety Manual and Policies prior to a Contract or Purchase Order being issued.

The Contractor must abide by applicable Acts and Regulations as it pertains to safe work practices including, but not limited to, the Occupational Health and Safety Act and the Regulations that fall under the Act and the City of Saint John Health and Safety Policy. If the Contractor or any of his employees are found to be working in an unsafe manner or outside of government legislation, the Contractor will be directed to stop work immediately.

The City of Saint John will not be responsible for any revenues lost by the Contractor as a result of this work stoppage. Further, should the City of Saint John deem it necessary to do so, it reserves the right to hire a replacement Contractor to complete the project. Any additional cost incurred by the City of Saint John, as a result of this action may be billed to the Contractor.

The Contractor is encouraged to have and document Toolbox/Tailgate Safety Meetings or discussions prior to the undertaking any project to ensure personnel are aware of potential health and safety hazards that may be present and to develop mitigations for those hazards. The Contractor's supervisor must present themselves to the Facility representative upon arrival and describe, in general terms, what the project entails, where they are working, how long they intend to be, and any safety concerns that may be imposed as a result of the work. Furthermore, the Contractor is responsible to provide adequate protection of the work and property so as to ensure the safety of the building occupants and visitors is maintained. The Contractor is fully responsible for the work area for the duration of the project.

The City of Saint John reserves the right to complete random Health and Safety Jobsite Inspections during the term of the Contract. This does not in any way alleviate the Contractor of their responsibilities for the Health and Safety of their workers, City of Saint John staff, or the public, nor does it relieve the Contractor of their responsibility for the protection of the work and property during the course of the work.

3.1.26 Protection of Work and Property

The Contractor is responsible for maintaining a clean work site and for the proper disposal of all debris and discarded parts upon completion of each job. At no time is debris and discarded parts etc. to be left on site

Any damage made by the Contractor while completing the work under this Contract shall be corrected by the Contractor at their cost.

3.1.27 Security Checks

All of the successful Contractor's employees who will be working in City-owned facilities will be subject to a security clearance process established by the Chief of the Saint John Police Force and the City of Saint John's Facility Management Division. Within five (5) days of award of the Contract, the Contractor will provide the City of Saint John's representative with a list of the employees for whom security clearance applications will be submitted. The City of Saint John's representatives, upon review, may request additions to the list submitted. Security clearance applications for all other employees, including new employees, will be submitted to the Chief of Police through the City of Saint John's representative at least thirty (30) days prior to the date the individual is proposed to commence work.

The City of Saint John has the right to refuse any employee to work in all and/or specific locations at its' own discretion at any time during the term of the Contract.

In the event the successful proponent cannot obtain the required security clearance for its' personnel, the City of Saint John, at its' sole discretion, may award the Contract in whole or in part to the next acceptable bidder.

3.1.28 Warranty

The successful proponent will provide a minimum one (1) year complete materials and labour warranty for all work completed as part of this Contract. If manufacturer warranties are available, these will also be provided as applicable. The warranty will cover all supplies, materials, accessories, and labour required to correct deficiencies.

A written warranty will be provided to the City of Saint John prior to final payment for the work and will indicate a description of the project, date of completion, and term of the warranty.

3.2 Specific Scope of Services

The specific scope of services of included in this RFP include:

- 1) Annual Preventative Inspection and Maintenance Services (lump sum basis at Contracted fees); and
- 2) Service Calls for Repairs (time and materials bases at Contracted hourly rates plus mark-up)

3.2.1 Annual Preventative Inspection and Maintenance

The City of Saint John is requesting a lump sum fee breakdown for the annual inspection and preventative maintenance of the Fire Suppression systems included in this Contract. In general, fire suppression system inspections should follow standard NFPA codes and practices as well as manufacturer recommendations.

Inspection reports shall be provided to the City of Saint John within two (2) weeks following the date of the fire suppression system inspection. Inspection reports shall include:

- Description of the fire suppression equipment type for each building.
- Observations and comments related to the general condition of the inspected components
- Identification of deficiencies/defects and required repairs for the fire suppression system components
- Digital photos of significant deficiencies

The City of Saint John will provide available floor plans/equipment layout plans to the successful proponent at the time of the award of the Contract; however, proponents should assume that these do not exist for most buildings for the purpose of their proposal.

The inspection reports shall be accompanied by a quotation to complete the repairs identified during the fire suppression system inspection.

A sample fire suppression system inspection report and quotation shall be included in the proposal submission.

Within six (6) weeks of award of the Contract, the successful Contractor will be required to provide a schedule for inspections for each of the buildings identified on the list.

3.2.2 Service Calls for Repairs

Service calls for fire suppression systems repairs will be authorized by Facility Management as required to deal with equipment failure/breakdown, emergency repairs, deficiencies identified during regular inspections, to provide advice and direction for particular issues, and to perform maintenance activities.

Provided by the proper authorization of the City of Saint John, service calls for repairs will periodically be completed on a time and materials basis at the quoted/Contracted hourly rates plus mark-up. However, the City of Saint John will also request quotations for work that has a defined scope. In this case, the quotation provided is to describe the scope of the work; provide the hours anticipated and the resources required; list the equipment and materials expected along with the anticipated cost and markup (based on Contract); present the Contract rates; and provide the total anticipated cost of the work (refer also to Section 3.1.8: Quotations for Work).

3.3 Inventory

Upon award of the Contract (potentially during the first scheduled inspection), the successful proponent will visit each facility noted on the list and develop a detailed inventory of the service points and components of each sprinkler system to be maintained by the Contractor for the duration of the Contract. The inventory data will be provided to the City of Saint John in a format that can be modified and maintained as required (e.g. Microsoft Word/Excel/Access). The inventory data to be collected shall include, but not be limited to:

- General description of system type, location, and protected area; and
- For alarms, components, and devices – number, location, manufacturer, installation date, size, model numbers, etc (as applicable and as available).

Proponents are to describe in general terms their approach to the collection of this inventory data in their proposals.

4.0 CONTRACT

The term of the Contract resulting from this Request for Proposal will for a period of three (3) years from the date of award, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

A sample form of contract is provided in Appendix B.

5.0 SECURITY CHECKS

The successful Contractor's employees will be required to obtain a police security check within two (2) weeks of notice of award. The successful Contractor is to submit a letter from the Police Department verifying all employees have passed the required security clearance. The City may refuse any employee

at its' own discretion. Only Contractor's employees who have passed the security clearance may work in City-owned facilities. Any new employee hired throughout the contract must also pass a police security clearance.

6.0 SAFETY

The successful proponent must provide an up to date WorkSafe NB Clearance Certificate prior to a contract/purchase order being issued. Contractor is to maintain coverage through the duration of this Contract. In addition, the successful proponent must provide a copy of the Company Safety Manual and Policies prior to a contract/purchase order being issued.

The Contractor must abide by applicable Acts and Regulations as it pertains to safe work practices including, but not limited to, the Occupational Health and Safety Act and the Regulations that fall under the Act. If the Contractor or any of his employees are found to be working in an unsafe manner or outside of government legislation, the Contractor will be directed to stop work immediately.

The City of Saint John will not be responsible for any revenues lost by the Contractor as a result of this work stoppage. Further, should the City of Saint John deem it necessary to do so, it reserves the right to hire a replacement Contractor to complete the project. Any additional cost incurred by the City of Saint John, as a result of this action may be billed to the Contractor.

7.0 PERMITS AND REGULATIONS

The contractor shall abide by all City, Provincial, Federal by-laws, acts, codes, and/or regulations that may affect the services provided under this Contract.

All Contractors shall obtain and pay for any and all permits required by the authorities having jurisdiction and arrange for all inspections of the work by these authorities.

8.0 TOOLS, EQUIPMENT, SUPPLIES, AND MATERIALS

The Contractor and their representatives shall carry with them all necessary tools, materials, supplies, and equipment, required to carry out this Contract. Equipment and ladders/hoists to reach a height up to 30 feet are the responsibility of the Contractor and should be available at all times. Any ladder/hoist equipment required to service beyond the height of 30 feet shall be paid or supplied, at its option, by the City of Saint John.

The Contractor shall stock basic supplies/parts for minor repairs/maintenance within the service van/vehicles used by the Contractor's forces.

9.0 CHANGES TO SPRINKLER SYSTEM COMPONENTS

When changes are made to existing equipment or services, accurate drawings/schematics as well as operating and maintenance manuals (three copies) must be supplied to the City of Saint John upon

completion of the work, and signed by the Contractor. The drawings/schematics need only be of the affected area, but must be done in a professional manner and shall clearly indicate all changes, improvements, and/or alterations.

10.0 PROTECTION OF WORK AND PROPERTY

The Contractor is responsible for maintaining a clean work site and for the proper disposal of all debris and discarded parts upon completion of each job.

Any damage made by the Contractor while completing the work under this Contract shall be corrected by the Contractor at their cost.

11.0 CANCELLATION OF CONTRACT DUE TO UNSATISFACTORY PERFORMANCE

The City of Saint John will evaluate the successful Contractor's performance on a regular basis, and conduct a formal evaluation on an annual or bi-annual basis. Performance will be based on criteria such as response time, level of service, and other criteria as deemed appropriate.

The City of Saint John reserves the right to immediately cancel this Contract at its sole discretion with a written notice if it deems the services of the Contractor to be unsatisfactory.

The City of Saint John also reserves the right to cancel this Contract at its sole discretion with 30 days prior written notice if it deems the services of the Contractor to be unsatisfactory, if the Contractor fails to remain in good standing with regulatory authorities and/or governments, if the Contractor fails to remain in good financial standing with its suppliers, and/or if the City of Saint John deems it to be an operational necessity to do so.

12.0 CERTIFICATE OF INSURANCE

Insurance

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

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

- *operations of the contractor in connection with this contract;
- *products and completed operations coverage;
- *contractual liability with respect to this contract;
- *the City of Saint John added as an additional insured;
- *a cross liability clause;
- *non-owned automobile;
- *thirty (30) days notice of cancellation of this policy "**will**" be given to the City of Saint John, by the insurers;

- 2) 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.

(B) EVALUATION CRITERIA

(1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

| STAGE II OF EVALUATION PROCESS | SCORING (POINTS) |
|---|-------------------------|
| Presentation/Format of Proposal and Completeness: <ul style="list-style-type: none">• Has the proponent addressed all of the needs identified?• Is the proposal presented in an organized and professional manner? | 5 |
| Qualifications and Experience: <ul style="list-style-type: none">• Has the proponent demonstrated a level of expertise with the requirements of this RFP?• Has the proponent demonstrated the ability to provide experienced and qualified personnel? | 35 |
| Scope of Services: <ul style="list-style-type: none">• Proposed approach to the delivery of the required services and availability of resources to deliver services in a timely and efficient manner | 30 |
| Cost: <ul style="list-style-type: none">• Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals.• The financial proposal shall include:<ul style="list-style-type: none">○ Pricing Form○ Additional cost information as required | 30 |
| TOTAL POINTS FOR STAGE II | 100 |

(C) SUBMISSION REQUIREMENTS

(1) Proponents should include the following information in respect of each of the rated criteria:

(a) Presentation/Format of Proposal and Completeness

- i. an introduction with respect to the proponent's interest in this opportunity; and
- ii. a description of the proponent's understanding of the scope of services and the role of the service provider in the context of this RFP.

(b) Qualifications and Experience

- i. a brief description of the proponent;
- ii. description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- iii. the roles and responsibilities of the proponent and any of its agents, employees and subcontractors (if applicable), who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective experience, qualifications and certifications;
- iv. a description of how the proponent will provide the Deliverables, which should include a work plan indicating how the proponent intends to deliver the services;
- v. a Reference Form in accordance with the instructions set out in the Form attached as Appendix C to this RFP; and
- vi. a description of key personnel's experience and qualifications.

(c) Scope of Services

- a description of how the proponent will provide the Deliverables, including availability of resources and a work plan demonstrating how the proponent intends to structure its working relationship with the City and deliver services in a timely and efficient manner

(d) Cost

- i. completed Pricing Form as provided in Appendix B in a separate, sealed envelope.

APPENDIX E

Contractor's Ability to Meet Scope of Service Requirements



Request for Proposal (2015-085401P)

Sprinkler System Inspection, Testing, And Maintenance Services

| | |
|---|--|
| Contractor's Organization: | |
| Signing Authority (print name): | |
| Signature of Authorized Officer: | |
| Date: | |

| RFP Section | Scope of Service Description | Is your organization able to meet the scope of service requirements described in the referenced section of the RFP? <i>(proponents are to choose one by marking with an "X")</i> | | | Comments, conditions, exclusions, assumptions, stipulations <i>(proponents are to provide comments or reasons if "Partially" or "No" was indicated in the previous column)</i> |
|-------------|---|---|-----------|----|---|
| | | Yes | Partially | No | |
| 3.1 | General Requirements | | | | |
| 3.1.1 | Relevant Codes and Standards | | | | |
| 3.1.2 | Qualifications and Supervision | | | | |
| 3.1.3 | Permits | | | | |
| 3.1.4 | Materials and Equipment | | | | |
| 3.1.5 | Materials Not Incorporated into the Project | | | | |
| 3.1.6 | Tools and Equipment | | | | |
| 3.1.7 | Time for Project Meetings | | | | |
| 3.1.8 | Quotations for Work | | | | |
| 3.1.9 | Communication | | | | |
| 3.1.10 | Emergency Response | | | | |
| 3.1.11 | Authorization of Work | | | | |
| 3.1.12 | Assignment of Personnel | | | | |



Request for Proposal (2015-085401P)

Sprinkler System Inspection, Testing, And Maintenance Services

| RFP Section | Scope of Service Description | Is your organization able to meet the scope of service requirements described in the referenced section of the RFP? <i>(proponents are to choose one by marking with an "X")</i> | | | Comments, conditions, exclusions, assumptions, stipulations <i>(proponents are to provide comments or reasons if "Partially" or "No" was indicated in the previous column)</i> |
|-------------|--|---|-----------|----|---|
| | | Yes | Partially | No | |
| 3.1.13 | Site Access | | | | |
| 3.1.14 | Identification | | | | |
| 3.1.15 | Timesheets | | | | |
| 3.1.16 | Identification of Safety or Performance Issues | | | | |
| 3.1.17 | Professionalism | | | | |
| 3.1.18 | Travel Time and Vehicle Expenses | | | | |
| 3.1.19 | Incidental Expenses | | | | |
| 3.1.20 | Supporting Documents for Expenses | | | | |
| 3.1.21 | Regular Time and Overtime | | | | |
| 3.1.22 | Billable Work | | | | |
| 3.1.23 | Invoicing | | | | |
| 3.1.24 | Changes to Fire Suppression System Components | | | | |
| 3.1.25 | Safety | | | | |
| 3.1.26 | Protection of Work and Property | | | | |
| 3.1.27 | Security Checks | | | | |
| 3.1.28 | Warranty | | | | |
| 3.2 | Specific Scope of Services | | | | |
| 3.2.1 | Annual Preventative Inspection and Maintenance | | | | |



City of Saint John

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|-------------|------------------------------|---|-----------|----|---|
| | | Yes | Partially | No | |
| 3.2.2 | Service Calls for Repairs | | | | |
| 3.3 | Inventory | | | | |