



The City of Saint John

Request for Proposals

**2023-414001P
AIR-TO-AIR ENERGY RECOVERY VENTILATOR
Saint John, New Brunswick**

Request for Proposals No.: 2023-414001P

Issued: Tuesday, May 16th, 2023

Submission Deadline: **Thursday, May 25th, 2023, 4:00:00 p.m., ADT**

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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 supply of Air-To-Air Energy Recovery Ventilator for use at Public Space at Market Slip 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
Supply Chain Management
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 fabrication and delivery of the equipment as 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 Canadian Free Trade Agreement (CFTA)

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) 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 <https://www.cfta-alec.ca/>.

[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 an Air-To-Air Energy Recovery Ventilator for use at Public Space at Market Slip, as further described in Appendix D – RFP Particulars.

2.2 Definitions

- 2.2.1 "**Consultant**" means Glenn Group Ltd. or such other consultant as the City may appoint to be its representative.
- 2.2.2 "**Contractor**" means the person or persons, firm or company, whose bid for the installation of the equipment will be accepted by the Owner pursuant to a General Contract.
- 2.2.3 "**General Contract**" means the Form of Agreement between the Owner and the Contractor and includes General Specifications, Special Provisions, General Administration of Contract, Contract Drawings and all interpretations or addenda issued by the Owner, or Consultant with permission of the Owner for Construction.
- 2.2.4 "**General Specifications**" means the General Specifications, City of Saint John, New Brunswick, with all applicable divisions.
- 2.2.5 "**Delivery Date**" means the date when all equipment has been delivered to the Site by the Supplier.
- 2.2.6 "**Equipment Manufacturer's Representative**" means a person employed by the Supplier, who is trained and is experienced in the proper installation, start-up, training and maintenance of the product or system to be supplied.
- 2.2.7 "**Owner**" and/or "**City**" means City of Saint John and includes the Owner's personal representatives or successors.
- 2.2.8 "**Purchaser**" is the party responsible for the payment of the equipment in conformance with the payment schedule on the Proposal Form. The Owner shall be the Purchaser of all pre-selected equipment. The Contractor shall be the Purchaser of the services for the assembly and installation of the equipment.
- 2.2.9 "**Purchase Order**" means the document prepared by the City and submitted to the Supplier for the purchase, delivery, and warranty of the equipment described herein and for the document prepared by the Contractor and submitted to the Supplier for the assembly, installation and installation warranty of the equipment described herein.
- 2.2.10 "**Request for Proposal (RFP)**" means the Advertisement, Information to Equipment Suppliers, Proposal Form, Special Provisions, Technical Specifications, Drawings and all interpretations or addenda issued by the City.
- 2.2.12 "**Supplier**" means the Equipment Supplier whose equipment has been selected by the City, referred to herein, who supplies and delivers the product and provides warranty to the City.

2.3 General Procedures

- (1) The procedure, in general, will be as follows:
 - (a) City receives and assesses proposals for equipment. Request and receive additional information as necessary.
 - (b) City selects equipment Supplier.
 - (c) The City issues a Purchase Order to the Supplier for the fabrication and delivery of the equipment.
 - (d) The Supplier and Consultant exchange information and advance the design.
 - (e) The Supplier provides shop drawings to the City who submits them to the Consultant for review and approval.
 - (f) The Consultant will ensure the assembly and installation of the equipment is carried out by the Contractor in accordance with the terms of the General Contract and Supplier's recommendations.

[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	Tuesday, May 16 th , 2023
Deadline for Questions	Thursday, May 18 th , 2023 at 5:00:00PM Atlantic Time
Deadline for Issuing Addenda	Tuesday, May 23 rd , 2023 at 12:00:00PM Atlantic Time
Submission Deadline	Thursday, May 25 th , 2022 at 4:00:00PM Atlantic Time
Rectification Period	3 Business Days
Evaluation	Complete within 2 weeks of closing
Anticipated Deadline for Selection of Highest Ranked Proponent	TBD

3.2 Submission Instructions

(A) **Proposals Shall be Submitted Electronically**

Proposals are to be submitted via email to:

supplychainmanagement@saintjohn.ca

(B) **Proposals Shall be Submitted in Prescribed Manner**

Proponents shall submit:

- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “2023-414001P - Air-To-Air Energy Recovery Ventilator”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2023-414001P - Air-To-Air Energy Recovery Ventilator”.

(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.

(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 - The Deliverables. Incomplete proposals or proposals for only part of the Deliverables 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. The City intends to shortlist to up to Three (3) proponents, however, should the City deem it to be in its best interest, it may expand this number accordingly.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, 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 Best and Final Offer (BAFO) to the City.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

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 – Following Award

- (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 notification of award.

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

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 but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, 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 maybe 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 law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) 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:
 - i. Atlantic Trade and Procurement Partnership
 - ii. City of Saint John Policy for the Procurement of Goods, Services and Construction
 - iii. New Brunswick Procurement Act and Regulation 2014-93
 - (e) 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.

(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 a Supply Agreement.

(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 prices set out in the Pricing Form.

(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 pricing for the supply of an Air-To-Air Energy Recovery Ventilator for use at Public Space at Market Slip, **and exclusive of HST/GST.**

Item	Quantity	Description	Price
1			
2			

Please provide anticipated delivery date: _____

The tendered prices for supply of all materials to include pick-up, transportation, delivery, shop drawings, duty, fuel surcharge and any other charges incurred in order to provide required materials and/or services.

A Purchase Order will be issued by the City for the supply and delivery of the of Air-To-Air Energy Recovery.

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) The Deliverables

(1) PAYMENT

Payment shall be based on Net 45 Days from date of invoice or receipt of goods, whichever is later. Invoices can **either** be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, **or** by email to the Accounts Payable department (accountspayable@saintjohn.ca). Vendors are to ensure invoices are not sent both ways.

(2) FREIGHT AND DELIVERY

Please quote your net price on each of the commodity(s) F.O.B. delivered to City of Saint John.

The proposed prices for all materials and/or services are to include pick-up, transportation, delivery, duty, fuel surcharge and any other charges incurred in order to provide the required materials and/or services.

(3) SPECIFICATION SHEETS AND WARRANTY

Specification sheets along with warranty information and any limiting conditions must be submitted with the proposal.

(4) TERMINATION OF THE CONTRACT

The City reserves the right to terminate the contract at any time during the course of this agreement. In such an event, payment will be made only for the product received up to the time of termination.

(5) BASIS FOR AWARD

The City does not bind itself to accept the lowest or any proposal submitted but reserves the right to accept any proposal deemed to be in its best interest.

(6) NO GUARANTEE

The City makes no guarantee as to the value or volume of the Deliverables. The quantities stated herein reflect the anticipated requirements of the City; however, the City reserves the right to purchase more or less than the total quantity stated.

(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)
Quality 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? Have SPEC Sheets and WARRANTY information been submitted. 	10
Specifications and Quality: <ul style="list-style-type: none"> • Meet/exceed Specifications outlined (Spec Sheets). • Warranty Information provided. • Meets delivery date. 	30
Demonstrated Delivery and Past Experience: <ul style="list-style-type: none"> • Equipment suppliers history of supplying systems similar to those specified • Similarity of reference projects to this project • Information received from references 	20
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 	40
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) Quality and completeness – 10 Points

- i. Has the proponent addressed all of the needs identified and is the proposal presented in an organized and professional manner, have specification sheets and warranty information been provided?

(b) Specifications and Quality – 30 Points

- i. Meet/exceed specifications outlined (specifications sheets);
- ii. Warranty information;
- iii. Meets delivery date.

(c) Demonstrated delivery and past experience – 20 Points

- i. Equipment suppliers history of supplying systems similar to those specified;
- ii. Similarity of reference projects to this project;
- iii. Information received from references.

(d) Cost (Financial Proposal) – 40 Points

- i. Completed Pricing Form as provided in Appendix B;
- ii. Proposed cost for the Deliverables, as described in Appendix D – RFP Particulars;

(D) Technical Specifications

(1) Please find attached Appendix E - Technical Specifications

SECTION 23 72 00 - AIR-TO-AIR ENERGY RECOVERY VENTILATOR

PART 1 - GENERAL

1.1 SUMMARY

- This section includes Air-to-Air Energy Recovery Ventilators for outdoors installation.
- Within this document, these units may be referred to as Energy Recovery Ventilator (ERV) for brevity.

1.2 SUBMITTALS

- Product data: For each type or model of Energy Recovery Ventilator, include the following:
 - Unit performance data for both Supply Air and Exhaust Air, with system operating conditions indicated.
 - Enthalpy plate performance data for both summer and winter operation.
 - Motor ratings and unit electrical characteristics.
 - Dimensioned drawings for each type of installation, showing isometric and plan views, to include location of attached ductwork and service clearance requirements.
 - Estimated gross weight of each installed unit.
 - Filter types, quantities, and sizes
 - Installation, Operating and Maintenance manual (IOM) for each model.
- Shop Drawings: For air-to-air energy recovery ventilators, include plans, elevations, sections, details, and attachments to other work.
 - Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - Wiring Diagrams: For power, signal, and control wiring.
- Operation and maintenance data for air-to-air energy recovery ventilator

1.3 QUALITY ASSURANCE

- Source Limitations: Obtain Air-to-Air Energy Recovery Ventilator with all appurtenant components or accessories from a single manufacturer.
- For the actual fabrication, installation, and testing of work under this section, use only thoroughly trained and experienced workers completely familiar with the items required and with the manufacturer's current recommended methods of installation.
- The ERV core shall be warranted to be free of manufacturing defects and to retain its functional characteristics, under circumstances of normal use, for a period of ten (10) years from the date of purchase. The balance-of-unit shall be warranted to be free of manufacturing defects and to retain its functional characteristics, under circumstances of normal use, for a period of two (2) years from the date of installation.
- Manufacturer shall be able to provide evidence of independent testing of the core by Underwriters Laboratory (UL), verifying a maximum flame spread index (FSI) of 25 and a maximum smoke developed index (SDI) of 50 thereby meeting NFPA90A and NFPA 90B requirements for materials in a compartment handling air intended for circulation through a duct system. The method of test shall be UL Standard 723.

- Certifications:
 - The energy recovery cores used in these products shall be third party Certified by AHRI under its Standard 1060 for Energy Recovery Ventilators. AHRI published certifications shall confirm manufacturer's published performance for airflow, static pressure, temperature and total effectiveness, purge air (OACF) and exhaust air leakage (EATR). Products that are not currently AHRI certified will not be accepted. OACF shall be no more than 1.02 and EATR shall be at 0% against balanced airflow.
 - Entire unit shall be listed under UL 1812 Standard for Ducted Air to Air Heat Exchangers and comply with CSA Standard 22.2.
 - Units intended for outdoor use shall be rain tested in accordance with UL 1812 Section 67.
- Every unit to be factory tested prior to shipping: Motor Dielectric Voltage-Withstand Bench Test, Unit Dielectric Voltage-Withstand Test, Continuity of Internal Control Circuits Test, Unit Amperage Test.

1.4 DELIVERY

- Unit to be shrink-wrapped for protection during shipment.
- Opening to be protected against damage during shipping.
- Loose-shipped items to be packed, protected and secured with unit. Detailed packing list of loose-shipped items, illustrations and instructions for application to be included.
- Weight of each package.
- Deliver to site designated by the owner.
- Owner representative to be contacted a minimum of 72 hours prior to equipment delivery. Failure to contact prior to delivery may result in the delivery being turned away.

1.5 WARRANTY

- Provide equipment warranty as stated on 1.3. Warranty to be limited to manufacturer's defects on parts. Warranty not to include parts associated with routine maintenance, such as belts, air filter, etc. Warranty work shall be performed by manufacturer's factory trained and factory-employed technician.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- Available Manufacturers: Subject to compliance with specifications contained within this document,
- Manufacturer to be in business for minimum 10 years manufacturing energy recovery ventilators.

2.2 UNIT PERFORMANCE REQUIREMENTS

- Air flow range 2,000 to 8,800 CFM
- Design air flow 6,200 CFM
- External static pressure 1.25.

- The unit shall be installed outdoors.
- Sensible effectiveness 70%.
- Unit connection configuration as per design drawings.

2.3 MANUFACTURED UNITS

- Air-to-Air Energy Recovery Ventilators shall be fully assembled at the factory and consist of a fixed-plate cross-flow heat exchanger with no moving parts, an insulated double wall G90 galvanized 20-gauge steel cabinet, outdoor air hood with bird screen, motorized outside air intake damper, filter assemblies for both intake and exhaust air, enthalpy core, supply air blower assembly, motorized return air damper, exhaust air hood, exhaust air blower assembly and electrical control box with all specified components and internal accessories factory installed and tested and prepared for single-point high voltage connection. Entire unit with the exception of field-installed components shall be assembled and test operated at the factory.

2.4 CABINET

- Materials: Formed double wall insulated carbon steel cabinet, fabricated to permit access to internal components for maintenance.
- Outside casing: 20 gauge, galvanized (G90) steel meeting ASTM A653 for components that do not receive a painted finish. Painted components as supplied by the factory shall have polyester urethane paint on 20-gauge G90 galvanized steel.
- Access doors shall be hinged with airtight closed cell foam gaskets. Door pressure taps, with captive plugs, shall be provided for cross-core pressure measurement allowing for accurate airflow measurement.
- Unit shall have factory-installed duct flanges on all duct openings.
- Cabinet Insulation: Unit walls and doors shall be insulated with 1 inch, 4-pound density, foil/scrim faced, high density fiberglass board insulation, providing a cleanable surface and eliminating the possibility of exposing the fresh air to glass fibers, and with a minimum R-value of 4.3 (hr-ft²-°F/BTU).
- Enthalpy core: Energy recovery core shall be of the total enthalpy type, capable of transferring both sensible and latent energy between airstreams. Latent energy transfer shall be accomplished by direct water vapor transfer from one airstream to the other, without exposing transfer media in succeeding cycles directly to the exhaust air and then to the fresh air. No condensate drains shall be allowed. The energy recovery core shall be designed and constructed to permit cleaning and removal for servicing. The energy recovery core shall have a ten-year warranty. Performance criteria are to be as specified in AHRI Standard 1060.
- Control center / connections: Energy Recovery Ventilator shall have an electrical control center where all high and low voltage connections are made. Control center shall be constructed to permit single-point high voltage power supply connections to the fused disconnect.
- Passive Frost Control: The ERV core shall perform without condensing or frosting under normal operating conditions (defined as outside temperatures above -10°F and inside relative humidity below 40%). Occasional more extreme conditions shall not affect the usual function, performance or durability of the core. No condensate drains will be allowed.

- Motorized Isolation Damper(s): Return Air and Outside Air motorized damper(s) of an AMCA Class I low leakage type shall be factory installed.

2.5 BLOWER SECTION

- Blower section construction, Supply Air and Exhaust Air: Blower assemblies consist of a 575V 3 Phase 60 HZ, TEFC motor, and a belt driven forward-curved blower.
- Blower assemblies: Shall be statically and dynamically balanced and designed for continuous operation at maximum rated fan speed and horsepower.

2.6 MOTORS

- Blower motors shall be Premium Efficiency, EISA compliant for energy efficiency. The blower motors shall be totally enclosed (TEFC) and be shall be supplied with factory installed motor starters.
- Belt drive motors shall be provided with adjustable pulleys and motor mounts allowing for blower speed adjustment, proper motor shaft orientation and proper belt tensioning.

2.7 UNIT CONTROLS

- Fan control: Onboard VFD both airstreams.
- Sensors: Dirty filter monitor for both airstreams.
- Factory-installed microprocessor controller and sensors, ERV controls that:
 - Has factory-installed hardware and software to enable the building automation interface via BACnet to monitor, control, and display status and alarms
 - The microprocessor controller shall be capable of operating at temperatures between -20F to 160F
 - The microprocessor controller shall be a DIN rail mounting type
 - Factory-installed microprocessor controller shall come with backlit display that allows menu-driven display for navigation and control of unit
 - The microprocessor controller shall have the ability to communicate with the BMS via Modbus RTU/TCP and BACnet MSTP/IP
 - The microprocessor controller shall have integrated ethernet interface and a web server for displaying unit parameters
 - The microprocessor shall have near field communication (NFC) capability for android devices
 - The microprocessor controller shall have an internal programmable time clock that will allow the user to add up to different occupancy schedules and add holidays
 - The microprocessor control shall be capable of integral diagnostics
 - The microprocessor control shall be capable of IP or SI unit display
 - The microprocessor controller shall have a battery powered clock
 - The microprocessor controller shall at a minimum offer the ability for three modes of determining occupancy: a dry contact, the internal time clock or the BMS
 - A remote user terminal to allow for remote monitoring and adjustment of parameters, allowing ease of control access without going outdoors or into the mechanical room if desired by the user

- The microprocessor controller shall have at a minimum (10) universal inputs/outputs (AI, DI, AO) and have (6) six relay outputs (DO)
- The microprocessor controller shall have an integrated fieldbus port
- The microprocessor controller shall have the capability for I/O expansion
- The microprocessor controller shall have a micro-USB port to load the application program, the unit parameters, saving logs, etc.
- The sensors that will be required for control are:
 - (2) Temperature sensor for fresh air and exhaust air
 - (2) Temperature and humidity sensor for outside air, return air
 - (2) Differential pressure sensors for filter alarms
 - [(2) Differential pressure sensors for measuring pressure drop across energy recovery core and for determining airflow in both airstreams]
 - (2) Adjustable current switches
 - Field-installed duct or room CO2 sensor
 - Field-installed duct static sensor
- The microprocessor controller shall have the capability to monitor the unit conditions for alarm conditions. Upon detecting an alarm, the microprocessor controller shall have the capability to record the alarm description, time, date, available temperatures, and unit status for user review. A digital output shall be reserved for remote alarm indication. Alarms to be also communicated via BMS as applicable. Provide the following alarm functions:
 - Outside air temperature sensor alarm
 - Outside air humidity sensor alarm
 - Return air temperature sensor alarm
 - Return air humidity sensor alarm
 - Fresh air sensor alarm
 - Exhaust air sensor alarm
 - Dirty filter alarm
 - Supply and exhaust air proving alarm
 - Outside airflow sensor alarm
 - Exhaust airflow sensor alarm
 - Duct static pressure sensor alarm
 - CO2 sensor alarm
- Display the following on the face of microprocessor controller:
 - Unit on
 - Heating status
 - Outdoor air temperature
 - Outdoor air humidity
 - Return air temperature
 - Return air humidity
 - Supply air temperature
 - Unit on/off

- Fan on/off
- Damper status
- Alarm digital display
- The microprocessor controller shall have factory pre-programmed multiple operating sequences for control of the ERV. Factory default settings shall be fully adjustable in the field. Available factory pre-programmed sequences on operations are:

SEQUENCE OF OPERATIONS

DDC CONTROLLER:

- Controller with integral LCD readout for changing set points and monitoring unit operation.
- Provided with required sensors and programming.
- Factory programmed, mounted, and tested.
- Integral USB and Ethernet ports for updating programs and retrieving log files.

BMS INTERFACE:

- BACnet MS/TP.
- BACnet IP.

GENERAL OPERATION

POWER UP:

- When the unit main disconnect is closed a delay of 10 seconds (adjustable) occurs for the controller to come online.

ERV UNIT START COMMAND:

- An input signal is required to enable the unit operation. The unit will be commanded on by:
 - BMS command
 - Enable via controller display
- All types of input that are enabled must be true before the unit will start.
 - The exhaust fan starts after a 3 second delay (adjustable). The exhaust fan will not start until the damper actuator end switch closes.
 - The supply fan starts after a 6 second delay (adjustable). The supply fan will not start until the damper actuator end switch closes.
 - The supply fan, exhaust fan, are controlled based on the chosen unit operating modes and air conditions.

ERV UNIT STOP COMMAND (OR DE-ENERGIZED):

- The unit can then be commanded off by:
 - BMS command
 - Disable via controller display
- Supply fan and exhaust fan are de-energized.
- All dampers are unpowered and spring return to their default position after a 10 second delay (adjustable).

SUPPLY FAN OPERATION:

- The supply fan speed will be controlled for BMS.

- The unit will attempt to start the supply fan when the supply fan delay timer expires. When the supply fan starts the supply fan adjustable current switch should close and remain closed until the fan is turned off.

SUPPLY FAN STATUS:

Once the supply fan current switch closes operation is allowed. After a delay of 90 seconds (adjustable) from supply fan start signal, if the supply fan current switch is still open the supply fan alarm should be set to true and heating operation shall be prohibited. The supply fan status shall be set to true only when the supply fan output is on and supply fan current switch is closed. The supply fan status shall be false in all other circumstances.

FIXED FAN SPEED OPTION:

The analog voltage command to the supply fan VFD can be set from the unit controller display or by the BMS. The adjustable range of 0% to 100% correspond to the minimum and maximum fan operating speed. This supply fan operation mode can be used to field balance the supply air flow rate.

EXHAUST FAN OPERATION:

- The exhaust fan speed will be controlled for:
 - Supply fan command tracking
- The unit will attempt to start the exhaust fan when the exhaust fan delay timer expires. When the exhaust fan starts the exhaust fan adjustable current switch should close and remain closed until the fan is turned off.

EXHAUST FAN STATUS:

After a delay of 90 seconds (adjustable) from exhaust fan start signal, if exhaust fan current switch is still open the exhaust fan alarm should be set to true. The exhaust fan status shall be set to true only when the exhaust fan output is on and exhaust fan current switch is closed. The exhaust fan status shall be false in all other circumstances.

FIXED FAN SPEED OPTION:

The analog voltage command to the exhaust fan VFD can be set from the unit controller display or provided by the BMS. The adjustable range of 0% to 100% correspond to the minimum and maximum fan operating speed (0 VDC minimum to 10 VDC maximum, adjustable). This exhaust fan operation mode can be used to field balance the exhaust air flow rate.

2.8 FILTER SECTION

- ERV shall have 2" thick MERV 8 disposable pleated filters located in the outdoor air and exhaust airstreams. All filters shall be accessible from the exterior of the unit.

3 FIELD QUALITY CONTROL

- Contractor to inspect field assembled components and equipment installation, to include electrical and piping connections. Report results to Engineer in writing. Inspection must include a complete startup checklist to include (as a minimum) the following: Completed Start-Up Checklists as found in manufacturer's IOM. Insert any other requirements here.

3.1 START-UP SERVICE

- Contractor to perform startup service. Clean entire unit, comb coil fins as necessary, and install clean filters. Measure and record electrical values for voltage and amperage. Testing, Adjusting and Balancing as per drawing specifications.

3.2 DEMONSTRATION AND TRAINING

- Contractor to train owner's maintenance personnel to adjust, operate and maintain the entire Make-Up Air unit.