



NEW BRUNSWICK
ENERGY & UTILITIES BOARD
COMMISSION DE L'ÉNERGIE ET DES SERVICES PUBLICS
NOUVEAU-BRUNSWICK

Request for Quotation
for
LEASED HEARING ROOM AUDIO/VISUAL SYSTEM
Saint John, New Brunswick

Request for Quotations No.: **2023-1**

Issued: **March 10, 2023**

Submission Deadline: **March 31, 2023, by 12:00 p.m. (Atlantic Time)**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	1
1.1 Invitation to Proponents.....	1
1.2 Proponent must be Single Entity.....	1
1.3 RFQ Contact	2
1.4 Contract for Deliverables	2
1.5 Submission of Quotation	3
PART 2 – TERMS AND CONDITIONS OF THE RFQ PROCESS	4
2.1 General Information and Instructions.....	4
2.2 Evaluation of Quotations	5
2.3 Communication after Issuance of RFQ.....	5
2.4 Conflict of Interest and Prohibited Conduct.....	6
2.5 Confidential Information.....	8
2.6 RFQ Non-Binding	9
2.7 Governing Law and Interpretation.....	9
APPENDIX A – RFQ PARTICULARS	10
A. THE DELIVERABLES	10
B. NO AMENDMENT TO FORMS	10
C. QUOTATION FORM	11
D. MANDATORY FINANCIAL REQUIREMENTS	11
APPENDIX B – QUOTATION FORM	12
APPENDIX C – HEARING ROOM LAYOUT	16

PART 1

INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Quotation (RFQ) is an invitation by the New Brunswick Energy and Utilities Board (NBEUB) to prospective audio/visual equipment suppliers to submit a quotation to provide, install and lease a hearing room audio/visual system for the NBEUB's hearing room at its head office in Saint John, New Brunswick, as further defined in the RFQ Particulars (Appendix A) as the Deliverables.

The objective of this RFQ is to identify quality, cost-effective and efficient audio/visual equipment which meets the NBEUB's business requirements. The NBEUB is seeking detailed information from interested providers.

Following the evaluation of the proposals by an evaluation committee comprised of representatives from the NBEUB, it is intended that the successful proponent will be invited to enter into a lease agreement for the services.

The NBEUB is an independent, quasi-judicial tribunal. The NBEUB's primary mandate and authority are contained in the *Energy and Utilities Board Act* (New Brunswick). Additional information can be found in the NBEUB's current Annual Report on the NBEUB's website at the following links:

- (a) English – https://nbeub.ca/uploads/annual_reports/en/2020-2021%20NBEUB%20Annual%20Report.pdf
- (b) French – https://nbeub.ca/fr/uploads/annual_reports/fr/2020-2021%20Rapport%20annuel%20de%20la%20CESPNB.pdf

1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to enter into an audio/visual equipment leasing agreement with the NBEUB. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one of those entities as the "proponent." The proponent will be responsible for the performance of the Deliverables.

For greater clarity, any consortium of firms or corporations wishing to submit a quotation in response to this RFQ must identify a single legal entity as the prime proponent that, if successful, will enter into the leasing agreement with the NBEUB.

1.3 RFQ Contact

To contact the NBEUB in relation to this RFQ, proponents must initiate the communication in writing electronically. The NBEUB will not accept any proponent's communications by any other means.

For the purposes of this process, the "RFQ Contact" will be:

Véronique Otis

Legal Counsel

New Brunswick Energy and Utilities Board

Email: veronique.otis@nbeub.ca; with a copy to general@nbeub.ca

Phone: (506) 643-7358

Proponents should only contact the RFQ Contact as specifically instructed in this RFQ. All other communication in relation to this RFQ, up to and including the submission of the quotation, must be through the RFQ Contact.

Other than the RFQ Contact, proponents and their representatives are not permitted to contact any members, employees, or other representatives of the NBEUB or any elected or appointed officials, formally or informally, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's quotation.

1.4 Contract for Deliverables

1.4.1 Type of Contract

The NBEUB intends to invite the selected proponent to execute a lease agreement for the provision of the Deliverables.

1.4.2 Term of Lease

The NBEUB intends that the term of the lease agreement is to be for a minimum period of ten (10) years.

It is anticipated that the agreement will commence no later than the date that the NBEUB takes possession of its new offices, which will be no later than July 31, 2024.

1.5 Submission of Quotation

1.5.1 Submission Deadline

The quotation must be submitted by **March 31, 2023, at 12:00 p.m. (Atlantic time)**, to Véronique Otis, Legal Counsel, via e-mail at veronique.otis@nbeub.ca; with a copy to general@nbeub.ca.

1.5.2 Quotations to be Submitted on Time

Quotations must be finalized and delivered as described above on or before the Submission Deadline. Late submissions will not be accepted and will be disqualified as late.

1.5.3 Amendment of Quotation

Proponents may amend their quotation prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that their amended quotation is received by the NBEUB in the same manner as their original quotation and by the Submission Deadline.

1.5.4 Withdrawal of Quotation

At any time until the execution of a final written agreement for the provision of the Deliverables, a proponent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2

TERMS AND CONDITIONS OF THE RFQ PROCESS

2.1 General Information and Instructions

2.1.1 Proponents to Follow Instructions

Proponents should structure their quotation in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A proponent who submits conditions, variations, or contingent statements as part of its quotation may be disqualified.

2.1.2 Quotations in English or French

Each quotation must be in either English or French.

2.1.3 No Incorporation by Reference

The entire content of the proponent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's quotation, but not attached, will not be considered to form part of the quotation.

2.1.4 Past Performance

The NBEUB may consider the proponent's past performance or conduct on previous contracts with the NBEUB or other institutions.

2.1.5 Information in RFQ Only an Estimate

The NBEUB and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ 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 Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

2.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its quotation, if applicable.

2.1.7 Quotation to be Retained by the NBEUB

The NBEUB will not return the quotation or any accompanying documentation submitted by a proponent.

2.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The NBEUB makes no guarantee of the value or volume in any agreement with any proponent. The agreement with the selected proponent will not necessarily be an exclusive contract for the provision of the described Deliverables. The NBEUB may contract with others for goods and services the same as, or similar to, the Deliverables or may obtain such goods and services internally.

2.2 Evaluation of Quotations

Quotations will be evaluated on the basis of the overall best value to the NBEUB based on quality, service and price. The NBEUB is not obligated to accept the lowest cost of any quotation submitted. The NBEUB further reserves the right to select the successful proponent in any manner deemed (in its sole and absolute discretion) to be in the NBEUB's best interests.

2.2.1 Abnormally Low Price

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the NBEUB may require the proponent to provide a more detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the NBEUB may reject the quotation.

The NBEUB may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.3 Communication after Issuance of RFQ

2.3.1 Proponents to Review RFQ

Proponents should promptly examine all the documents comprising this RFQ and may direct questions or seek additional information by email to the RFQ Contact on or before the Submission Deadline. No such communications are to be sent or initiated through any other means. The NBEUB is under no obligation to provide additional information, and the NBEUB is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the proponent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The NBEUB is not responsible for any misunderstanding on the part of the proponent concerning this RFQ.

2.3.2 All New Information to Proponents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the NBEUB, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated by written addendum posted on the NBEUB's website.

Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Proponents are responsible for obtaining all addenda issued by the NBEUB.

2.3.3 Verify, Clarify and Supplement

When reviewing quotations, the NBEUB may request further information from the proponent or third parties to verify, clarify or supplement the information provided in the proponent's quotation. The NBEUB may revisit and re-evaluate the proponent's quotation on the basis of any such information.

2.3.4 Negotiated Changes to Deliverables

The NBEUB may, prior to entering into a written agreement, negotiate changes to the Deliverables, the materials, the specifications or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary its prices as a result of changes to the Deliverables, the materials, the specifications or any conditions, and the NBEUB shall have no liability to any other Proponent as a result of such negotiations or modifications.

2.4 Conflict of Interest and Prohibited Conduct

2.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- 1) In relation to this RFQ, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of the NBEUB in the preparation of its quotation that is not available to other proponents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ; or
 - (iv) communicating with any person with a view to influencing preferred treatment (including but not limited to the lobbying of decision-makers involved in the RFQ).
- 2) In relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

2.4.2 Disqualification for Conflict of Interest

The NBEUB may disqualify a proponent for any conduct, situation, or circumstances, determined by the NBEUB, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the NBEUB may be precluded from participating in the RFQ process in instances where the NBEUB has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

2.4.3 Disqualification for Prohibited Conduct

The NBEUB may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the NBEUB determines that the proponent has engaged in any conduct prohibited by this RFQ.

2.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

2.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

2.4.6 No Lobbying

Proponents must not, in relation to this RFQ, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

2.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the NBEUB; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information.

2.4.8 Proponent Suspension

The NBEUB may suspend a proponent from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- 1) Illegal or unethical conduct as described above;
- 2) The refusal of the proponent to honour its submitted pricing or other commitments;
- 3) Engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the NBEUB's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- 4) Any conduct, situation, or circumstance determined by the NBEUB, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a proponent, the NBEUB will notify the proponent of the grounds for the suspension and the proponent will have an opportunity to respond within the timeframe stated in the notice. Any response received from the proponent within that timeframe will be considered by the NBEUB in making its final decision.

2.5 Confidential Information

2.5.1 Confidential Information of the NBEUB

All information provided by or obtained from the NBEUB in any form in connection with this RFQ, either before or after the issuance of this RFQ:

- 1) Is the sole property of the NBEUB and must be treated as strictly confidential;
- 2) Is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- 3) Must not be disclosed without prior written authorization from the NBEUB; and
- 4) Must be returned by the proponent to the NBEUB immediately upon the request of the NBEUB.

2.5.2 Confidential Information of Proponent

A proponent should identify any information in its quotation or any accompanying documentation is supplied in confidence for which confidentiality is to be maintained by the NBEUB. The confidentiality of such information will be maintained by the NBEUB, except as otherwise required by law or by order of a court or tribunal having jurisdiction. Proponents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the NBEUB to advise or assist with the RFQ process, including the evaluation of quotations. If a proponent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

2.6 RFQ Non-Binding

2.6.1 No Contract A and No Claims

This RFQ is not intended to create and will not create a formal, legally binding bidding process. For greater certainty and without limitation:

- 1) This RFQ will 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
- 2) Neither the proponent nor the NBEUB will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ until the execution of a written agreement

2.6.2 No Contract until Execution of Written Agreement

This RFQ is intended to identify prospective proponents. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the NBEUB by this RFQ until the execution of a written agreement.

2.6.3 Non-Binding Price Estimates

The pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of quotations. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or the decision of the NBEUB to enter into an agreement for the Deliverables.

2.6.4 Cancellation

The NBEUB may cancel or amend this RFQ without liability at any time.

2.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ (Part 2):

- 1) Are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); and
- 2) 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.

[End of Part 2]

APPENDIX A

RFQ PARTICULARS

A. THE DELIVERABLES

A complete hearing room audio/visual system shall be leased, supplied, and installed by a reputable supplier providing local support (within a 3-hour response time). The system must be a certified courtroom audio/visual system with the following requirements:

1. A total of forty-five (45) desk-mounted microphones (forty-three plus two spare). The existing system is comprised of twenty-one (21) SHURE DC 5980 P microphones and a DIS CU 5905 controller (microphones are discontinued). Components may be re-used if it can be shown that they will work seamlessly with the functional requirements and system selected.
2. A total of six (6) 65" display monitors c/w wall mounting brackets with articulating arms for viewing by all participants in a hearing.
3. Four (4) fixed ceiling-mounted cameras (2.5MP minimum), one facing the Board members, the lawyers, the witnesses and the interveners/applicants/staff areas. Cameras are to be integrated with the microphones.
4. Ten (10) wall-mounted speakers.
5. Desk-mounted monitors for each Board member, lawyer and witness. Steno/clerk to have a total of three desk-mounted monitors. All monitors are to be provided with desk mounting bracket.
6. Recording equipment, switching equipment and A/V cabinet. Equipment must allow connection to phone line to permit teleconferencing through sound system. All video feeds to the monitors are initiated from the steno/clerk desk.
7. Media audio connection box to be provided (existing may be re-used if possible to be integrated to the selected system – Digiflex D-PRESSBOX-12). New media box must provide same function as existing.
8. All interconnecting cabling to be provided and concealed under the hearing room raised floor, through floor boxes and casework.
9. A complete assistive listening system for the hearing room consisting of an emitter, modulator and three (3) receivers.

B. NO AMENDMENT TO FORMS

Other than inserting information requested on the mandatory submission forms set out in the RFQ, a proponent may not make any changes to any forms. Quotations containing any such changes, whether on the face of the form or elsewhere in the quotation, will be disqualified.

C. Quotation Form (Appendix B)

Each quotation must include a Quotation Form (Appendix B) completed and signed by an authorized representative of the proponent.

D. MANDATORY FINANCIAL REQUIREMENTS

D.1 Pricing Specifications

Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

D.2 Breakdown of Price Per Unit

Each quotation must include the price per unit of equipment.

D.3 Total Cost of Renting

The quotation must also reflect the total cost of renting to the NBEUB (including the cost of interest) on a monthly basis over the proposed term of the lease.

APPENDIX B

QUOTATION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the Proponent's Contact for the RFQ and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the NBEUB and the proponent unless and until the NBEUB and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFQ. 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.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the NBEUB.

6. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- 1) It has prepared its quotation independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) Prices;
 - (ii) Methods, factors or formulas used to calculate prices;
 - (iii) The quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) The intention or decision to submit, or not to submit, a quotation; or
 - (v) The submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and
- 2) It has not disclosed details of its quotation to any competitor, and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the RFQ process.

1. Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFQ or its quotation, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

2. No Prohibited Conduct

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

3. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 2.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the NBEUB within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that: (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below the details of the actual or potential Conflict of Interest:

4. Disclosure of Information

The proponent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this quotation by the NBEUB to the advisers retained by the NBEUB to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

Signature of Proponent Representative

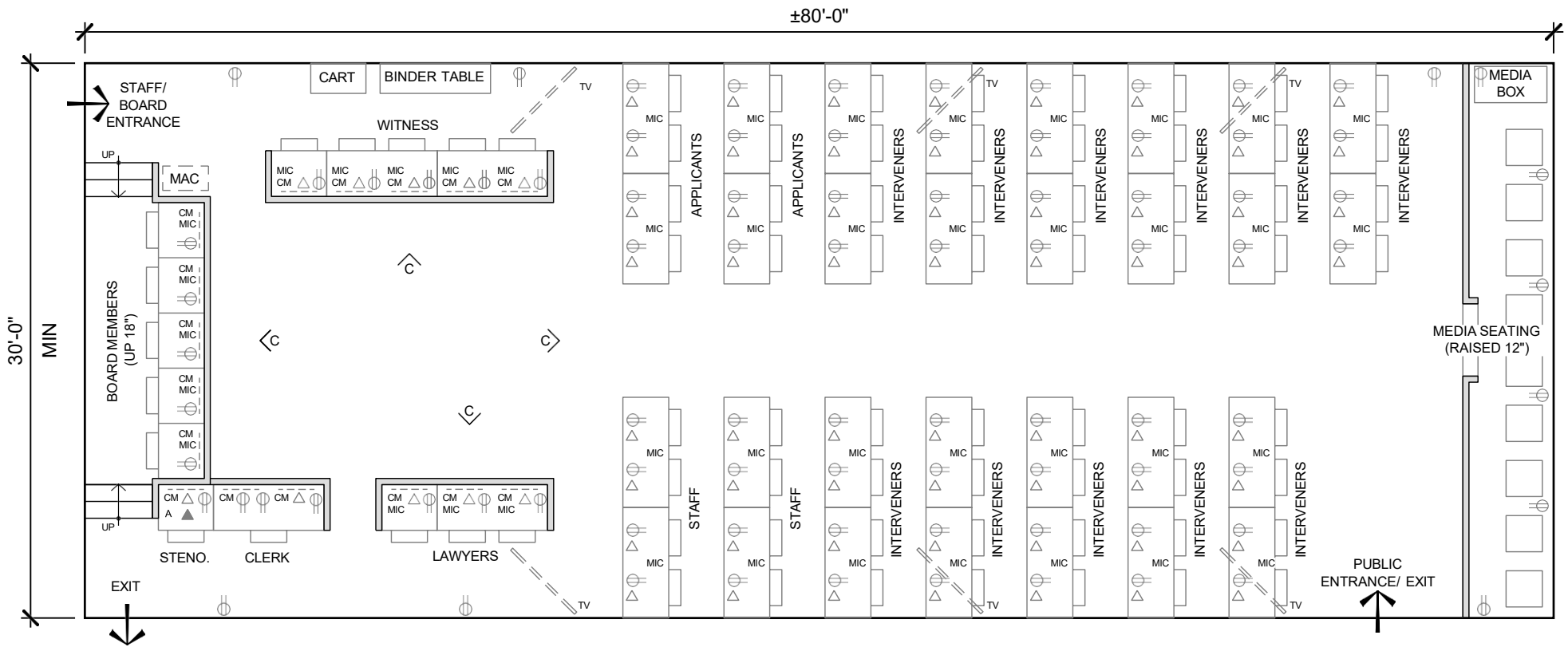
Name of Proponent Representative

Title of Proponent Representative

Date

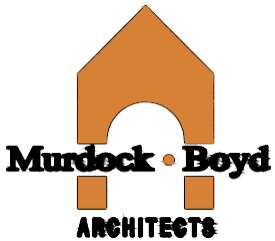
I have the authority to bind the proponent.

APPENDIX C
HEARING ROOM LAYOUT



LEGEND

- | | | | |
|-----|-----------------------------------|-----|--------------------------|
| CM | COMPUTER MONITOR | MIC | MICROPHONE |
| TV | TV MONITOR - CEILING MOUNTED | C | CAMERA - CEILING MOUNTED |
| | PRIVACY PANEL - SEE CASEWORK | | POWER OUTLETS |
| MAC | MASTER AUDIO CONTROL | Δ | DATA |
| A | AUDIO CONNECTION FOR STENOGRAPHER | ▲ | TELEPHONE JACK |



NBEUB - HEARING ROOM LAYOUT

SCALE: NTS
2022.07.15



**NEW BRUNSWICK
ENERGY & UTILITIES BOARD**
COMMISSION DE L'ÉNERGIE ET DES SERVICES PUBLICS
NOUVEAU-BRUNSWICK