



Saint John Energy

Request for Proposal
Oil Containment System— Supply & Installation
Location: Millidgeville Substation

March 2nd 2018
Procurement Contact – Holly Hussey
Shared Services
supplyandservices@sjenergy.com

1. SAINT JOHN ENERGY OVERVIEW

The Power Commission of the City of Saint John, operating under the trade name of Saint John Energy, is a municipal electric utility serving approximately 36,000 customers within the 323 square kilometer boundaries of the City of Saint John, New Brunswick, Canada.

Established in 1922, through the efforts of citizens concerned with the high cost of electricity, Saint John Energy has developed into a modern non-generating distribution utility, which currently purchases all of its energy from the New Brunswick Power Distribution and Customer Service Corporation. With interconnection supply points and substations located throughout its region, Saint John Energy delivers in excess of 1,000 gigawatt hours annually, and its ratepayers enjoy energy rates lower than most other bordering jurisdictions.

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

2. APPENDICES

Appendix “A” – Intent to Respond

Appendix “B” – Scope Details

Appendix “C” – Commercial Proposal

Appendix “D” – Company Supplied Data

3. PROJECT SCOPE & OBJECTIVES

The scope of work consists of the design, supply and installation of an *Oil Containment System* for the two (2) power transformers located at the Millidgeville Substation.

The proponent’s proposal shall include the design a new oil containment system as well as the supply of all materials, equipment, and the site work needed to complete the installation, per the “Scope Details” in Appendix “B.”

It is the objective of Saint John Energy to enter into an arrangement for this service with a supplier who is competitive from a quality and cost perspective.

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

- a. Is competitive from a quality and cost perspective;
- b. Has the ability to meet required time frame;
- c. Meets the required specifications.

4. SOLICITATION SCHEDULE

RFP issued:	March 02 nd , 2018
Intent to Respond Forms due:	March 07 th , 2018
Last Day for Questions & Clarifications	March 19 th , 2018
Proponents due:	March 23 rd , 2018

Please note that the above schedule is subject to change.

5. FORMS & SUBMISSIONS

a) Intent to Respond Forms

Signed “Intent to Respond” forms, see Appendix “A”, are due no later than **3:00 p.m. Atlantic Daylight Time (ADT) on March 07th, 2018.**

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

b) Proposals:

Proposal submissions, signed by an authorized company officer, are due no later than 3:00 p.m. Atlantic Daylight Time on March 23th, 2018. Proposals received after that time may not be accepted and may be returned to the sender.

Proposals are required in two separate parts:

- 1) Technical Proposal
- 2) Commercial / Price Proposal

The individual sections are to be segregated. The Technical Proposal will be evaluated first. If it is found in order, the Commercial / Price Proposal will be reviewed. The Technical Proposal shall have no direct or indirect reference to any price or financials related to the proposal. Any submissions that are found violating this clause at any stage may be disqualified without further explanation. Both parts of the proposal shall be submitted on or before the due date for submitting the proposal.

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

Proposals that have been received by Saint John Energy prior to the issuance of this RFP will not be considered by Saint John Energy under this process and should be resubmitted.

b) Where to send proposals:

Proponents may choose one of the following for their proposal submission providing that one (1) copy of the technical proposal and supporting information and one (1) copy of the financial proposal are kept separate.

The Commercial/ Price Proposal is to be submitted in the package in a separate sealed envelope with the Proponent's name and address and clearly marked as: Commercial/ Price Proposal – Oil Containment System Location: Millidgeville Substation.

Mailing address:

325 Simms Street

Saint John, New Brunswick

E2M 3L6

Hand Delivered :

325 Simms Street

Saint John, New Brunswick

E2M 3L6

Email: supplyandservices@sjenergy.com

Saint John Energy reserves the right to reject any proposals that do not meet the requirements of this section.

6. QUESTIONS AND ADDENDA

The requirements specified in this RFP reflect those presently known. Saint John Energy reserves the right to modify solicitation documents by issuing addenda at any time prior to the due date for the submission of quotes, for any reason, whether at its own initiative or in response to a clarification requested by a proponent.

Proponent(s) are urged to carefully examine the RFP immediately and contact Saint John Energy at once if there are any items that require clarification. Proponent(s) are expected to be fully conversant with all clauses of the RFP document before responding. All clarifications deemed by Saint John Energy to be material will be issued as written addenda and sent to all proponents. No verbal interpretation provided by Saint John Energy shall be valid and only written addenda shall bind Saint John Energy.

In the event of a conflict between the RFP and any addenda, later issued addenda shall govern to the extent of any such conflict. All addenda shall be deemed to form part of the proponent's submission.

All requests for clarification must be directed in writing via e-mail to Holly Hussey at supplyandservices@sjenergy.com

Proponents will be required to have a **mandatory site visit**, in relation to the RFP. Please contact Holly Hussey at supplyandservices@sjenergy.com to request a time for your individual appointment.

7. QUOTE VALIDITY PERIOD

Quotes shall be valid for a period of at least ninety (90) days from the quote due date. Proponents agree to accept an order based on the terms of the submitted quote in the event that a written notification of award is received on or before expiration of the ninety (90) day time period.

8. TECHNICAL QUOTE REQUIREMENTS

Responses to all requirements listed below are required, unless otherwise stated as optional.

8.1 Technical Requirements

A complete response shall include the following:

- a. Written description of all deviations from the specification requirements.
- b. A schedule including design, delivery and installation times, as described in Appendix "B" Section 4, Schedule.
- c. A list of key personal in the implementation of the project
- d. A complete list of subcontractors

8.2 Certifications

- a. Indicate compliance and supply the necessary documentation for the following certifications with your quote. Your quote should also list all other certifications not listed in this RFP:
 - i. Contractor must have at least the following insurance coverage:
 - \$2,000,000 Commercial General.
 - \$2,000,000 Environmental Insurance
 - ii. All other certifications applicable to your business that are not listed.

8.3 References

Provide examples of previous engagements of similar nature/expertise/scale, including contact information for at least three references that are currently using your services that Saint John Energy may contact.

9. KEY SELECTION CRITERIA

Saint John Energy anticipates using an evaluation process based on any one or more of the following Key Selection Criteria, in no particular order of importance and without limiting Saint John Energy's ability to take into account any other criteria Saint John Energy considers relevant:

- Pricing (65%)
- Sustainability (5%)
- Ability to meet specification requirements (20%)
- References, and past engagement with Saint John Energy (10%)

10. GENERAL CONDITIONS

Notwithstanding anything contained elsewhere in this RFP, including any schedules or attachments hereto, this RFP is subject to the following terms and conditions, all of which the proponent is deemed to accept without qualification by the proponent's submission of a quote in response to this RFP:

- a) **No Obligations:** This is an invitation for quotes and not a tender call. Saint John Energy does not intend to and does not assume or owe any contractual or other duties or obligations as a result of the issuance of this RFP, the preparation or submission of a quote by a proponent, the receipt, opening and consideration of a quote, the evaluation of quotes, provision of additional information or conduct of presentations, the proponent's participation in any discussions or negotiations, or on any other basis whatsoever arising out of this RFP. Without limiting the generality of the foregoing and for certainty, no Contract is formed by the submission of a quote in response to this RFP.
- b) **Discretionary Process:** Saint John Energy shall have sole and absolute discretion to:
 - i) Modify or amend the RFP, including without limitation the Solicitation Schedule for the RFP process, the quote requirements, or any other terms, whether material or not.
 - ii) Suspend or cancel this RFP at any time.
 - iii) Reject any or all quotes submitted in response to this RFP and, in that event, at its option, to call for additional quotes.
 - iv) Accept or reject the lowest price quote. If only one quote is received, it may be selected, accepted or rejected at Saint John Energy's discretion.

- c) **Evaluation and Selection:** Saint John Energy shall have the sole and absolute discretion to:
- i) Assess any quote on the basis of any one or more of the selection criteria set forth in this RFP, which criteria are not intended to be exhaustive, and/or any other criterion or factor considered appropriate by Saint John Energy.
 - ii) Undertake a comparative evaluation of any quotes received and evaluate such quotes based on considerations which, in the sole opinion of Saint John Energy, would yield the best value to Saint John Energy and its customers.
 - iii) Select any quote considered by Saint John Energy to be in its best interests or the most satisfactory, including without limitation the lowest or any price quote.
- d) **No Saint John Energy Liability:** Without limiting the generality of 10(a) of these RFP General Terms & Conditions and for certainty, by submission of a quote in response to this RFP, each proponent shall be deemed to accept and agree to the following conditions:
- i) Proponents shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any quote or material in response to this RFP, including without limitation the costs of any in-person presentation of quotes at Saint John Energy's offices which Saint John Energy may require, and all costs incurred by a proponent during the selection process and any negotiations.
 - ii) No proponent shall have any claim against Saint John Energy for any compensation of any kind whatsoever as a result of participating in this RFP process, including without limitation any claim for costs of quote preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, equity, breach of any duty, including, but not limited to breach of the duty of fairness, breach of the obligation to only accept non-compliant quotes or any other cause of action whatsoever.

11. SAFETY MESSAGE

At Saint John Energy, no business objective is more important than safety. Contractors/Constructors, Service Providers and Vendors are required to adhere to the latest version of Provincial, Municipal and applicable Federal laws and regulations. They are to also follow Saint John Energy rules, guidelines, methods, practices and applicable procedures while conducting business on behalf of Saint John Energy or while on Saint John Energy property.

12. ENVIRONMENT AND SUSTAINABILITY

Saint John Energy is committed to conducting a viable business in a manner which is respectful and protective of the Environment and in full compliance with legal requirements. That is why Saint John Energy maintains Environmental Management Systems that are consistent with the ISO 14001 international standard. An Environmental Management System allows a company to better manage environmental aspects of its business and improve performance. A copy of Saint John Energy's Environmental Policy is available on request.

It is important to Saint John Energy that providers of goods and services and contractors understand this commitment as they conduct business with Saint John Energy, and that they help Saint John Energy to identify opportunities to enhance environmental initiatives through the use of appropriate products or services. It is also important that external contractors who work with our company understand our environmental practices and risks. It is not the expectation of Saint John Energy that providers will have acquired ISO 14001 equivalency with their own environmental management systems.

Saint John Energy has obtained the CEA Sustainable Electricity Company™ Brand and have identified core sustainability issues that are important to us and our stakeholders as per ISO 26000 guidance.

We encourage our suppliers to review or adopt similar sustainable practices. Please include in your RFP response a statement concerning policies or practices that your company has adopted pertaining to sustainable principles. Examples include, but are not limited to: environmental sustainability, fair labour practices, health and safety management, gender equality, ethical and social responsibility, respect for ecological health and biodiversity.

Evidence of these practices may include energy efficiency or water consumption reduction programs and their related targets, hiring practice documents, health and safety programs, workplace ethics policies.

As part of our bid evaluation, your response on sustainable practices will be scored and will form a portion of our overall score based on the weighting identified in section 9.