



RFP

Pole Line Infrastructure Removals

Ocean Westway & Crowley Road

June 13<sup>th</sup>, 2018

Procurement Contact – Tiffany Morris, Supply & Services

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## 1. SAINT JOHN ENERGY OVERVIEW

Saint John Energy is officially known as “The Power Commission of the City of Saint John”. It was formed in 1922 as a Commission of the City to distribute electricity to the citizens of the City of Saint John. Saint John Energy presently serves approximately 36,400 customers. Saint John Energy operates and maintains approximately 590 km of overhead and 170 km of underground distribution lines with 63 - 12.47 circuits that have operating control at the substation level through SCADA. We have a total of thirteen substations, five (5) served from a 138kV transmission system, and eight (8) from a 69kV system. Our total substation capacity is 341 MVA with a peak load of 233 MW. Power purchased accounts for 85% of the annual budget. Saint John Energy does not own or operate transmission or generation assets.

At Saint John Energy, we are passionate about providing value to our stakeholders. Our customers, in particular, are central to every aspect of our operations as Saint John’s premier provider of energy, excellent service and value.

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.

***Our mission: We provide innovative customer-centered energy and utility solutions***

***Our vision: To be recognized as an evolving energy and utility leader***

More information on Saint John Energy and its operations can be found at [www.sjenergy.com](http://www.sjenergy.com)

## 2. ATTACHMENTS

**Appendix “A”** – Intent to Respond

**Appendix “B”** – Scope of Work Details

**Appendix “C”** – Commercial Financial Proposal

**Appendix “D”** – Ocean Westway & Crowley Road Detail Package (can be found online at [http://www.sjenergy.com/index.php?page=tenders\\_and\\_proposals](http://www.sjenergy.com/index.php?page=tenders_and_proposals))

**Appendix “E”** – ISO 14001 Environmental Policy 2017

## 3. PROJECT SCOPE & OBJECTIVES

Saint John Energy requires the removal of discontinued pole line infrastructure at Ocean Westway and Crowley Road. Please refer to **Appendix “B” – “Scope of Work Details”** for the detail scope of work.

Saint John Energy's objective is to select a Contractor that:

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

#### **4. SOLICITATION SCHEDULE**

Proponents should base their proposals on the following dates:

<b>RFP issued:</b>	<b>June 13<sup>th</sup>, 2018</b>
<b>Intent to Respond Forms due:</b>	<b>June 14<sup>th</sup>, 2018</b>
<b>Mandatory Site Visits</b>	<b>June 18<sup>th</sup>, 2018</b>
<b>Questions &amp; Clarifications from Proponents due:</b>	<b>June 19<sup>th</sup>, 2018</b>
<b>Proposals due:</b>	<b>June 22<sup>nd</sup>, 2018</b>

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 June 14<sup>th</sup>, 2018**. Intent to Respond forms must be emailed to [supplyandservices@sjenergy.com](mailto:supplyandservices@sjenergy.com)

b) **Proposals:**

Proposal submissions, signed by an authorized company officer, are due no later than **3:00 p.m. on June 22<sup>nd</sup>, 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) Services Proposal
- 2) Commercial / Price Proposal.

The individual sections are to be segregated. The Services Proposal will be evaluated first. If it is found in order, the Commercial / Price Proposal will be reviewed. The Services

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.

**c) Where to send proposals:**

Mailing address:

325 Simms St.  
Saint John, New Brunswick  
E2M 3L6

Hand Delivered:

325 Simms Street  
Saint John, New Brunswick  
E2M 3L6

**Email Submissions** may be sent to: [supplyandservices@sjenergy.com](mailto: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 proposals, for any reason, whether at its own initiative or in response to a clarification requested by a proponent.

All proponents are urged to carefully examine the RFP immediately and contact Saint John Energy at once if there are any items that require clarification. Proponents 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 Tiffany Morris at [supplyandservices@sjenergy.com](mailto:supplyandservices@sjenergy.com) on or before the date stipulated in the Solicitation Schedule.**

Proponents will be expected to respond in writing to any questions or requests by Saint John Energy on any information and data, technical or otherwise that the proponent has submitted in response to this RFP. Failure to respond may be regarded as the proponent's decision to withdraw itself from consideration.

## **7. PROPOSAL VALIDITY PERIOD**

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

## **8. WITHDRAWAL AND MODIFICATION OF PROPOSALS**

Proponents may withdraw their proposal and submit a revised proposal prior to the proposal due date. After the response deadline, proponent-initiated changes will not be accepted. Proposals may be withdrawn from consideration at any time prior to the proposal due date.

## **9. CONFIDENTIAL OR PROPRIETARY INFORMATION**

Saint John Energy's normal business practices will be observed in handling proposal materials. If the proponent considers the Commercial / Price Proposal or any other information contained in its proposal to be confidential or proprietary, then each page of the proposal containing such information must be clearly marked "Confidential".

Saint John Energy shall use all commercially reasonable steps to prevent the disclosure of proponents' aggregated and personally identifiable information to third parties, except as proponents permit, or as may be required by law or its regulators.

Please be advised that this RFP contains the confidential and proprietary information of Saint John Energy for the exclusive use of your company to evaluate and respond to the RFP. Saint John Energy sends your company this RFP on the express understanding that your company shall keep the RFP in strict confidence and not use any of the information contained in the RFP for any purpose other than to evaluate and respond to the RFP. In the event these terms are unacceptable to you, please immediately return the RFP without retaining any hard or digital copies.

## **10. TECHNICAL PROPOSAL REQUIREMENTS**

Responses to all requirements listed below are required, unless otherwise stated as optional. Responses are to be provided in the same order as listed in this RFP, do not re-number or re-organize any section.

### **10.1 Technical Requirements**

A complete response shall include the following:

- a. A Complete Implementation Plan as described by section 11.3 below.
- b. All personnel to be involved in this project must meet the qualifications specified in Appendix B – Scope of Work Details. The Contractor shall submit together with their proposal the qualifications of the personnel involved.
- c. A listing of all proposed subcontractors the proponent's offering is based on using.

### **10.2 Organizational Capabilities**

- a. Provide a brief overview of your company including your company name and headquarters address, the name of any subcontractors or business partners used as part of this proposal, and length of time in business.
- b. Specify any union affiliation at your company or with any of your subcontractors.
- c. 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.
- d. Identify key personnel within your management structure who will ultimately be accountable to Saint John Energy for your company's performance.

### **10.3 Implementation Plan**

- a. Provide a project plan and schedule which identifies the component tasks of the work, indicates duration of each task, and completion dates for each task. Schedule must contain, at a minimum, a start and end date and anticipated hours of operation. The projected completion date for this RFP is July 31<sup>st</sup>, 2018.
- b. Provide brief profiles of key personnel that will be involved during implementation.
- c. Comment on the portion of the work that your company proposes to perform with its own workforce versus work that will be sublet to subcontractors.

#### **10.4 Performance Standards**

- a. What are your standards with respect to resolving service issues?
- b. Who is responsible for responding to the customer?
- c. Explain any contractual issues with unions or affiliates that may affect service levels to Saint John Energy. Indicate cost that may be incurred.
- d. Provide a list of references from a minimum of 3 past relevant projects.

#### **10.5 Certifications**

- a. Indicate compliance and supply the necessary documentation for the following certifications with your proposal. Your proposal 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
  - ii. All other certifications applicable to your business that are not listed.

### **11. COMMERCIAL / PRICE PROPOSAL REQUIREMENTS**

- a. Pricing assumptions should be clearly stated.
- b. Pricing is to include “Everything Necessary” to have the work completed.
- c. Specify any additional charges for “out-of-scope” work.
- d. Costs should be in Canadian dollars.
- e. GST or HST should not be included in the quoted prices but will be paid in addition to the contract price.
- f. The prices in the Pricing Proposal shall be the full inclusive value of the work described and requested additional pricing, including all costs and expenses which may be required for the work described together with all general risks, liabilities and obligations set forth or implied in this RFP.
- g. The prices shall be free from any escalation due to labour, material, and exchange rate variation.
- h. Complete and return the following Commercial Detail Response Forms attached hereto as Appendix “C”.

## 12. KEY SELECTION CRITERIA

Saint John Energy anticipates using an evaluation process based on any one or more of the following Key Selection Criteria and without limiting Saint John Energy's ability to take into account any other criteria Saint John Energy considers relevant:

- a. Pricing – 65%
- b. Speed and efficiency of implementation plan and availability – 20%
- c. Quality of Technical Proposal and experience with similar projects – 10%
- d. Sustainability – 5%

## 13. 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 proposal in response to this RFP:

- a) **No Obligations:** This is an invitation for proposals 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 proposal by a proponent, the receipt, opening and consideration of a proposal, the evaluation of proposals, 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 A is formed by the submission of a proposal 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 proposal requirements, or any other terms, whether material or not.
  - ii) suspend or cancel this RFP at any time.
  - iii) reject any or all proposals submitted in response to this RFP and, in that event, at its option, to call for additional proposals.
  - iv) accept or reject the lowest price proposal. If only one proposal is received, it may be selected, accepted or rejected at Saint John Energy's discretion.
  - v) accept any proposal which in any manner, whether substantially or in a non-substantial or minor way, fails to conform to or comply with any of the requirements of this RFP, whether or not such requirements are expressed



in mandatory terms, or reject any proposal for any such non-conformity or non-compliance.

- vi) enter into post-submission negotiations and discussions with any one or more proponent(s) regarding price, project scope, or any other term of a proponent's submission, and such other terms as Saint John Energy may require, and to request additional information and clarification regarding any proposal.
- vii) enter into simultaneous competitive negotiations with some or all proponents or negotiate with individual proponents.
- viii) modify the scope of the project or any component thereof subsequent to the date for submission of proposals, whether in the context of negotiations or otherwise.
- ix) discontinue any negotiations at any time.
- x) solicit new proposals from firms that did not respond to this RFP and enter into negotiations with any such firm including but not limited to negotiations or proposals for components of the scope, if any, that are not included in the scope of any contract negotiated and executed with any proponent as a result of this RFP.

c) **Evaluation and Selection:** Saint John Energy shall have the sole and absolute discretion to:

- i) assess any proposal 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 proposals received and evaluate such proposals 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 proposal considered by Saint John Energy to be in its best interests or the most satisfactory, including without limitation the lowest or any price proposal.
- iv)

d) **No Saint John Energy Liability:** Without limiting the generality of Section 14(a) of these RFP General Terms & Conditions and for certainty, by submission of a proposal 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 proposal or material in response to this RFP, including without limitation the costs of any in-person presentation of proposals 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 proposal 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 proposals or any other cause of action whatsoever.
- e) **Regulatory Approval:** Any contract or contracts entered into as a result of this RFP process shall be subject to regulatory approval.
- f) **Governing Law:** This RFP and proposals shall be deemed to have been made in the Province of New Brunswick and shall be construed and interpreted in accordance with the laws of the Province of New Brunswick.
- g) **Volume of Work:** Saint John Energy shall not at any time be held responsible if the estimated volume of work is found to be inaccurate. Service Providers shall not claim damages or loss of profits because of any difference between the quantities as estimated and those actually achieved in the progress of the work.
- h) **Non-Canadians Performing Short Term Work Assignments:** The proponent, if not a Canadian citizen, is expected to determine the current Canadian government requirements for non-Canadians involved in short term work assignments in Canada and obtain any necessary visas or permits.
- i) **Withholding Taxes and Fees:** All those submitting proposals should note that payments to non-Canadian persons or organizations are subject to the terms of the Canadian Income Tax Act and related tax treaties. Unless a waiver is obtained from the Canadian Customs and Revenue Agency, Saint John Energy will deduct and remit any applicable withholding taxes, for monies earned by the proponent while the proponent is in Canada.

## **14. 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.

## **15. ENVIRONMENTAL AND SUSTAINABILITY MESSAGE**

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, and 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 in the key selection criteria.

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 an Environmental Management System that is consistent with the ISO 14001:2015 international standard. An Environmental Management System allows a company to better manage environmental aspects of its business and improve performance.

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. While it is not the expectation of Saint John Energy that providers will have acquired ISO 14001 equivalency with their own environmental management systems, all contractors must operate in alignment with Saint John Energy's Environmental Policy (Appendix E).