Request for Proposal

Landscaping Services

February 20th, 2019
Procurement Contact – Tiffany Morris
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. ATTACHMENTS

Appendix “A” – Intent to Respond
Appendix “B” – Scope of Work
Appendix “C” – Drawings
  - Saint John Energy Office
  - Bayside Substation
  - Brookville Substation
  - Crown Substation
  - Dever Substation
  - Grandview Substation
  - Lakewood Substation
  - Manawagonish Substation
  - Millidgeville Substation
  - Raynes Substation
  - Somerset Substation
  - Union Substation
  - Westmorland Substation
Appendix “D” – Commercial Pricing Sheet
Appendix “E” – ISO 14001 Environmental Policy

3. PROJECT SCOPE & OBJECTIVES

Saint John Energy requires landscaping services at its headquarters located at 325 Simms Street and at the identified substations in the attached drawings, Appendix “C”.

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 schedule dates;
c. Provides the required documentation.

To achieve the preceding objectives, Saint John Energy is issuing this Request for Proposal (“RFP”) to solicit proposals for landscaping services for a two (2) year contract beginning in mid-April of 2019 and ending in mid-October 2019.

Saint John Energy shall have the option to extend this contract for up to three (3) renewals, such extension to be upon the same terms, conditions, and covenants contained in this Request for Proposal, excepting rates which shall be agreed upon by Saint John Energy and bidder. Each extension will be awarded individually on a yearly basis.

4. SOLICITATION SCHEDULE

Proponents should base their proposals on the following dates:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>February 20th, 2019</td>
</tr>
<tr>
<td>Intent to Respond</td>
<td>February 26th, 2019</td>
</tr>
<tr>
<td>Questions &amp; Clarifications from Proponents due</td>
<td>March 6th, 2019</td>
</tr>
<tr>
<td>Proposals due</td>
<td>March 12th, 2019</td>
</tr>
</tbody>
</table>

Please note that the above schedule is subject to change.
5. FORMS & SUBMISSIONS

a) Intent to Respond Forms

Signed “Intent to Respond” forms (Appendix “A”) are due no later than 3:00 p.m. Atlantic Standard Time (AST) on February 26th, 2019. 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 1 p.m. on March 12th, 2019. 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.

c) Where to send proposals:

Mailing / Hand Delivered Address:
325 Simms Street
Saint John, New Brunswick
E2M 3L6

Email Submissions may be sent to: 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 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 (60) 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 sixty (60) 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 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. Provide examples of previous engagements of similar nature/expertiseSCALE, including contact information for at least three references that are currently using your services that Saint John Energy may contact.

c. Identify key personnel within your management structure who will ultimately be accountable to Saint John Energy for your company’s performance.

10.2 Quality and Safety

a. Provide a safety plan that your employees are required to complete.

10.3 Certifications and Requirements

a. Indicate compliance and/or 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 Liability
   • $2,000,000 Environmental Insurance

ii. Proof of current coverage from the New Brunswick Workers’ Compensation Board;

iii. All required applicator’s licenses.

10.4 Specialized Services

a. Describe any other related services your company supplies.

11. COMMERCIAL / PRICE PROPOSAL REQUIREMENTS

a. Pricing assumptions should be clearly stated.

b. Pricing is to include “Everything Necessary” to have the work completed. If a price element is required but has not been specifically requested in this document, proponents are required to include the element and clearly note it.

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.
12. 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:

a. Pricing (60%)

b. Ability to meet specification requirements (30%)

c. Quality of proposal (7%)

d. Examples of Sustainability (3%)

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.

d) No Saint John Energy Liability: Without limiting the generality of Section 13(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 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.

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”.
INTENT TO RESPOND

The Company named below intends to submit a proposal in response to Saint John Energy’s RFP for Landscaping Services.

Company Name: ____________________________________
Address: _________________________________________

Contact Information:
Contact Name: ________________________________
Contact Title: ________________________________
Telephone No. ________________________________
Contact Email: ________________________________
Signature: ___________________________________
Date: _______________________________________

Intent to Respond Forms are due no later than 3 p.m. AST February 26th, 2019.

Please email this form to: supplyandservices@sjenergy.com.

Please Note: Submission of this form indicates the Company intent to respond, however, it does not commit the Company to respond.
APPENDIX “B”

Scope of Work

Landscaping services for Saint John Energy substations and headquarters located at 325 Simms Street. A list of the substations and drawings are attached.

The Landscape Contractor shall furnish all labour, material, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. This includes but is not limited to maintenance of ground covers, perennials, shrubs and trees. This maintenance shall include but not be limited to application of fertilizers, herbicides, pesticides, mowing, pruning, weeding, watering, deadheading and replacement planting (approved by SJE), debris removal, edging and Spring and Fall Cleanup. The intent is to maintain a Class A appearance of the property.

It is the responsibility of the Contractor to have adequate equipment and Staff to perform the specified services under the contract. In the event of a mechanical breakdown, the Contractor will be expected to provide backup equipment to maintain all grounds.

Services to be included in monthly fee:

Turf Mowing

Lawns shall be mowed at the appropriate height (3-4”) to keep a neat appearance. The Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day.

Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Turf Edging

Edging and trimming along curbs, walkways, bed edges and tree/shrubs shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season.

Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.

Edging that cannot be addressed during regular visits is to be discussed with SJE’s Contract Manager to achieve a solution.

Turf & Plant Fertilization & Weed Control

Well-balanced fertilizer shall be used to maintain a healthy green colour and shall be applied based upon the Contractor’s knowledge and needs of the area.

Plants and trees shall be fertilized to promote lushness and colourful displays.

Turf and weeds shall be controlled with suitable herbicides in all gravel, mulch and ornamental rock areas. Should any unsightly weeds remain after being treated with herbicide, the dead weeds shall be removed by hand.

All fertilizer and weed killer must be approved by Saint John Energy before being applied.

Contractor must supply Material Safety Data sheets for all products used on Saint John Energy properties.

Signs must be posted after applying pesticides according to provincial regulation.

Debris Removal

During routine maintenance visits, the Contractor is responsible for removing debris from the property.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance at the end of every visit.

Tree and Shrub Maintenance

All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, fences, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.

Growth shall be kept from encroaching on signs, fences, walkways, driveways, and ventilation units.

All formal hedges shall be sheared to maintain desired shape and height.

Ornamental flowering trees/shrubs are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of trees, shrubs and plants shall be removed whenever possible and hauled off site.
Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected, appropriate recommendations for treatment shall be submitted to SJE's Contract Manager. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

All bed areas, curbed and rocked areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2” tall are to be removed by hand and disposed of. Weeds less than 2” tall are to be treated with legally approved post-emergence herbicides. Debris must be taken off-site.

Replacement of dead/missing shrubs and replacement of sod must be approved by Saint John Energy and billed on a separate invoice each year.

**Ground Cover and Beds**

Open ground between plants shall be kept weed-free using mechanical or chemical methods.

All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides.

Ground covers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.

Sign faces and windows shall be kept clear of encroaching growth.

**Other Services**

Spring/Fall Cleanup shall consist of one site visit in April and one site visit in November. The site visits shall entail the removal and disposal of all debris that has accumulated in the bed areas. This debris shall include but not be limited to: leaves, paper, trash, dead plant debris, etc. All collected debris is to be removed from the site at no additional charge.

The contractor will also be required to conduct vegetation control at all of the substations and headquarters as required. The price that you quote should only be for two applications to all substations. The first application is to be done mid-June and the other in mid-September. This price is not part of the monthly contract price and will be invoiced separately. Vegetation control areas are outlined on the drawings provided. **You must submit commercial applicator licenses with your submission.**

Mulch must be freshened annually or replaced as required. A recommendation with a quote must be received before any work is approved.
APPENDIX “C”

The Saint John Energy headquarters and substations are attached and named as Appendix C with their location. The pink area depicts the landscaping area and the blue area is for quoting the vegetation control only.
APPENDIX “D”- Commercial Pricing

The proponent will provide below an inclusive monthly fee (not including HST) as per the scope of work beginning mid April to mid October 2019.

Landscaping Monthly Fee:

$_____________ monthly fee – Saint John Energy Headquarters (325 Simms Street)

$_____________ monthly fee all Substations

Vegetation Control:

$_____________ fee for one application to Saint John Energy Headquarters (325 Simms Street)

$_____________ fee for one application to all Substations

Miscellaneous and/or out of Scope Work:

On a separate page please describe any other services with pricing your company may offer.

Example: Saint John Energy at times requires the replacement of sod to a residential or commercial property.

Company Name: ________________________________

Name: ______________________________________

Title: _______________________________________

Telephone No. ________________________________

Email: _______________________________________

Signature: _________________________________

Date: ______________________________________
Raynes Ave. Substation
501 Fairville Blvd.

- Landscaping
- Vegetation Control
Saint John Energy Office
325 Simms Street

- Landscaping
- Vegetation Control
Somerset St. Substation
21 Thornbrough St.

- Landscaping
- Vegetation Control
ISO 14001 ENVIRONMENTAL POLICY

Environmental Motto: We respect the environment we work and live in.

Saint John Energy is committed to the achievement of excellence and innovation in protecting the environment of the City of Saint John, while meeting its mandate to provide economic and reliable energy to the people of Saint John. The Power Commission of the City of Saint John considers that the environmental performance of its system is as important to its customers as the quality of the service which they receive. The following commitments define the overall components by which the Commission will address its environmental affairs:

- SJE will consistently endeavour to comply with, or exceed, all environmental regulatory requirements applicable to its planning and operational functions;
- SJE will monitor all environmental activities associated with its energy distribution, field work, fleet management, building maintenance, purchasing, administration, water heater and heat pump programs and other consumer product programs;
- SJE will conduct its business within a framework of a corporate Environmental Management System (EMS) compatible with the standards and philosophy described in the standard CAN/CSA-ISO 14001, approved by the Standards Council of Canada;
- SJE will reference the ISO 14001 framework to identify its significant environmental aspects and review its objectives and targets on a quarterly basis as per Procedure 3.12;
- SJE commits, as a member of the Canadian Electricity Association, to the principles and requirements defined in its Sustainable Electricity Program and Sustainable Electricity Company Designation;
- SJE will continue to monitor, measure and report its status and progress on meeting the eleven utility environmental indicators as required by the Canadian Electricity Association;
- SJE will conduct its operations to respect the principles of pollution prevention, with the application of environmental risk assessment and management, and with respect to life-cycle management of hazardous materials;
- SJE will seek to continually improve its environmental performance with internal and external audits, and will report its performance to the Board of Commissioners no less than two times per year and to the public at least once per year.
- SJE will make its environmental policy available to its employees and customers. The policy will be revised as operations and activities evolve.

October 18 2017 Revision 4

Raymond Robinson, P. Eng.
President & CEO

Wm. Edwards
Chairperson

October 26 2017
Effective Date