



The City of Saint John

Request for Proposals

for

2023-086901P – Disaster and Emergency Management Services

Saint John, New Brunswick

Request for Proposals No.: 2023-086901P

Issued: Wednesday, March 8th, 2023

Submission Deadline: Thursday, March 29th, 4:00:00 p.m. (Saint John Time)

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the provision of disaster and emergency management services as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 RFP Contact Person

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Monic MacVicar, CCLP, CPPB
Procurement Specialist
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 Type of Contract for Deliverables

- (1) The City will issue a standing offer to the successful proponent for the scope of services detailed in this request for proposal. The duration of the standing offer will be for one (1) year with the option to extend for two (2) additional one (1) year periods.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

1.5 Canadian Free Trade Agreement (CFTA)

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for the provision of disaster and emergency management services as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

- (1) The RFP timetable is tentative only, and may be changed by the City at any time (all times are Saint John time).

| | |
|--|--|
| Issue Date of RFP | March 8 th , 2023 |
| Deadline for Questions | Monday, March 20 th , 2023 at 4:00:00 PM Atlantic Time |
| Deadline for Issuing Addenda | Wednesday, March 22 nd , 2023 at 4:00:00 PM Atlantic Time |
| Submission Deadline | Wednesday, March 29 th , 2023 at 4:00:00 PM Atlantic Time |
| Rectification Period | 3 Days |
| Anticipated Deadline for Selection of Highest Ranked Proponent | TBD |

3.2 Submission Instructions

(A) **Proposals Should Be Submitted at Prescribed Location**

- (1) Proposals should be submitted at:

The City of Saint John
Supply Chain Management, 1st Floor
175 Rothesay Avenue
Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)

Attention: Monic MacVicar, CCLP, CPPB

(B) **Proposals Should Be Submitted in Prescribed Manner**

- (1) Proponents should submit one signed original and three bound copies of the technical proposal and supporting information, and one signed original copy and three bound copies of the financial proposal and supporting information. Proponents should also submit an electronic copy of both the technical and financial proposals on a flash drive, cd, etc.
- (2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked: “**Technical Proposal: 2023-086901P – Disaster and Emergency Management Services**”.
- (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2023-086901P – Disaster and Emergency Management Services**”.
- (4) Proposals sent by fax or email will be rejected.

(C) Proposals Should Be Submitted on Time

- (1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- (2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

(D) Amendment of Proposals

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

(E) Withdrawal of Proposals

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:
 - (a) Stage I – Mandatory Requirements and Rectification
 - (b) Stage II – Evaluation of Rated Criteria and Pricing
 - (c) Stage III – Selection and Final Negotiation

(A) Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponent(s).

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix A)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead and profit, and insurance costs, except for HST/GST.

Reference Form (Appendix C)

Each proponent must complete the Reference Form and include it with its technical proposal.

Contractor's Ability to Meet Requirements Form (Appendix E)

Each proponent must complete the Contractor's Ability to Meet Requirements Form and include it with their proposal.

Other Mandatory Requirements

Each proposal must:

(a) Be typed in English.

(B) Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations. During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the City.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

(A) Proponents to Follow Instructions

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

(F) Proposal to Be Retained by the City

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Debriefing

(A) Debriefing

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.

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

(B) Procurement Protest Procedure

- (1) The parties shall attempt to negotiate all disputes in good faith.
- (2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

(B) No Lobbying

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

(F) Past Performance or Inappropriate Conduct

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or

- (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of City

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the City and must be treated as confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
 - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

(B) Confidential Information of Proponent

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) This RFP shall 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
 - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

(D) Disqualification for Misrepresentation

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

(E) Cancellation

- (1) The City may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions in this Part 4:
- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

- (d) This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:
- a. Atlantic Trade and Procurement Partnership
 - b. Canadian Free Trade Agreement
 - c. City of Saint John Policy for the Procurement of Goods, Services and Construction
 - d. New Brunswick Procurement Act and Regulation 2014-93
- (e) Reserved Rights
The City reserves the right to:
- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.
 - b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
 - c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
 - d) Not accept any or all proposals.
 - e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
 - f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
 - g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
 - h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
 - i) Assess and reject a proposal on the basis of
 - i. Information provided by references;
 - ii. The proponent's past performance on previous contracts;
 - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
 - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
 - v. Other relevant information that arises during a Proposal Solicitation process.
 - j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
 - k) Verify with any proponent or with a third party any information set out in a proposal.
 - l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
 - m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.

- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

(f) Limitation Of Liability And Waiver

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

[End of Part 4]

APPENDIX A– SUBMISSION FORM

(A) Proponent Information

| | |
|--|--|
| Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary. | |
| Full Legal Name of Proponent: | |
| Any Other Relevant Name under Which the Proponent Carries on Business: | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Fax Number: | |
| Company Website (If Any): | |
| RFP Contact Person and Title: | |
| RFP Contact Phone: | |
| RFP Contact Facsimile: | |
| RFP Contact E-mail: | |

(B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed issued a standing offer.

(C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

(D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

| FORM | INITIAL TO ACKNOWLEDGE |
|------------------------|------------------------|
| Submission Form | |
| Pricing Form | |
| Reference Form | |

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

(E) Non-Binding Price Estimates

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

(F) Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

(G) No Prohibited Conduct

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

(H) Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

(A) Pricing Form

(1) It is expected that proponents will base their billing structure off of the Xactimate software system. Proponents are to indicate if and where their pricing will deviate from Xactimate.

Company: _____

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

Reference #1

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #2

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #3

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

APPENDIX D – RFP PARTICULARS

(A) The Deliverables

The successful contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, facilities and all other aspects necessary to execute, complete and deliver timely disaster and emergency management services, including but not limited to clean up and restoration. Under certain circumstances, the successful contractor may be required to use City-owned equipment (e.g. drying equipment, pumps, etc.).

Potential events requiring disaster and emergency management services and the appropriate contractor response may include:

1. Hurricane/Wind Events – contractor to protect City properties from wind and/or water damage (e.g. fire stations, pedways, City Hall, police station, etc.).
2. Fire Events – contractor to provide disaster restoration services (e.g. removal of materials, remediation, rebuilding, etc.).
3. Water Backup/Flooding Events – contractor to provide disaster restoration services (e.g. water removal, tearing out damaged materials, rebuilding, etc.).

The successful contractor will be required to coordinate all work with the City's Risk Management Department. Work may be coordinated between the contractor's forces and City staff. The successful contractor may be required to provide estimates prior to completing any work.

In times of broader civil emergency, the successful contractor may be required to coordinate with City staff to aid in disaster management, which could include protection of property, water removal, moving services, establishment of temporary workspace for City Hall and/or City employees, etc.

(B) General Terms and Conditions

- (1) The successful contractor will be required to abide by the following general terms and conditions of the City of Saint John:

Payment

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

Conduct of Employees

The contractor shall at all times enforce strict discipline and good order among his employees and shall seek to avoid employing on the work any unfit person or anyone unskilled in the work assigned to him. The City shall have the right to demand replacement of any of the contractor's

employees, if they are found, in the opinion of the Manager, Risk Management or his designate, not to be performing satisfactorily.

Turnaround Time

Responding to emergency, urgent and routine situations is an essential part of this Contract. It is required that the Contractor be available to respond to all situations on 24 hour per day, 7 day per week basis. The maximum response time during any hour of the day or night shall not be more than two (2) hours.

Contractor Point of Contact

As part of the proposal, proponents are to indicate who will serve as their primary point of contact. During the agreement, no change to this point of contact will be permitted without the approval of the City.

(C) Evaluation Criteria

(1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

| STAGE II OF EVALUATION PROCESS | SCORING (POINTS) |
|--|-------------------------|
| Quality and Completeness: <ul style="list-style-type: none">• Has the proponent addressed all of the needs identified?• Is the proposal presented in an organized and professional manner? | 10 |
| Proponent's Experience: <ul style="list-style-type: none">• Has the proponent demonstrated a level of expertise with the requirements of this RFP? | 15 |
| Experience and Qualification of Key Personnel: <ul style="list-style-type: none">• Has the proponent demonstrated the ability to provide experienced and qualified personnel? | 15 |
| Proposed Approach: <ul style="list-style-type: none">• Proposed approach to the delivery of the required quality services and availability of resources to deliver services in a timely and efficient manner. | 30 |
| Cost: <ul style="list-style-type: none">• Cost will be a factor, however, neither the only factor nor the determining factor, in the evaluation of the proposals. | 30 |
| TOTAL POINTS FOR STAGE II | 100 |

(D) Submission Requirements

(1) Proponents should include the following information in respect of each of the rated criteria:

(a) Quality and completeness – 10 Points

- i. an introduction with respect to the proponent’s interest in this opportunity; and
- ii. a description of the proponent’s understanding of the scope of services and the role of the service provider in the context of this RFP.

(b) Proponent’s experience – 15 Points

- i. a brief description of the proponent;
- ii. description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- iii. the roles and responsibilities of the proponent and any of its agents, employees and subcontractors (if applicable), who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective experience, qualifications and certifications;
- iv. a description of how the proponent will provide the Deliverables, which should include a work plan indicating how the proponent intends to deliver the services; and
- v. a Reference Form in accordance with the instructions set out in the Form attached as Appendix C to this RFP.

(c) Experience and Qualifications of Key Personnel – 15 Points

- i. a description of key personnel’s experience and qualifications

(d) Proposed Approach – 30 Points

- a description of how the proponent will provide the Deliverables, including availability of resources and a work plan demonstrating how the proponent intends to structure its working relationship with the City and deliver services in a timely and efficient manner

(e) Cost – 30 Points

- i. completed Pricing Form as provided in Appendix B;

APPENDIX E – CONTRACTOR’S ABILITY TO MEET REQUIREMENTS

Insurance

They City requires confirmation of your insurance coverage. It is a requirement that you or your firm has a minimum of \$5,000,000.00 coverage for Contractors General Liability (CGL).

Please provide confirmation of insurance. Your broker may be able to assist you in the provision of this information.

| Coverage | Yes | No |
|----------------------------|-----|----|
| Cover | | |
| CGL (inc mould, asbestos,) | | |
| Bailees Coverage | | |
| Goods in transit/storage | | |
| Equipment in transit | | |
| Fleet insurance | | |

Personnel

Attach a list of all your **project managers** in the format below with the required information. For proficiency in Xactimate or TMA please enter either beginner, intermediate, or advanced.

| Name | Area of expertise | Years of experience | Designations | Proficiency in Xactimate | Languages spoken |
|------|-------------------|---------------------|--------------|--------------------------|------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Who would be your **main contact** from your company with the City of Saint John?

4. Training

Is your firm IICRC certified? _____

Does your firm hold any other Professional designations or memberships? _____

If “Yes”, please list: _____

Do your employees attend regular training sessions? _____

5. Production staff

Please list your production staff including their training and certification levels. Please add a separate sheet if required.

| Trade | No. | Year of experience |
|-------|-----|--------------------|
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Please identify other technical staff and include details of their qualifications and levels of experience. This might include staff trained as Plumbers, Electricians, or qualified to undertake Asbestos remediation (and at what risk level). This can be attached as a separate sheet.

6. Services Provided

The City requires a degree of understanding of the services you are able to provide either in-house or via your sub-contractors. For the sake of clarity, “in-house” means that you provide the service by mostly using staff on your payroll. “Sub-Contract” therefore means that this service is provided by an outside person or company that is not on your payroll. The “No. of Staff” relates to the number of staff normally employed by you or your sub-contractor in that trade. It is possible to have staff members doing more than one trade.

If both in house and sub trade are used for emergency work, please provide the % of work typically able to be performed in house.

| Service | Yes | No |
|-----------------------------|-----|----|
| 24 Hour on call | | |
| Emergency board ups | | |
| Vandalism | | |
| Infectious Disease Clean up | | |
| Water Mitigation | | |

| | | |
|----------------------------|--|--|
| Content Documentation | | |
| Cleaning-emergency | | |
| Cleaning-drying | | |
| Cleaning-buildings | | |
| Cleaning-contents | | |
| Cleaning-upholstery | | |
| Cleaning-carpets | | |
| Cleaning-sandblasting | | |
| Cleaning-sodablasting | | |
| Cleaning- cO2 blasting | | |
| Cleaning-dry cleaning | | |
| Cabinetry | | |
| Carpentry–emerg. Close in | | |
| Carpentry–finish | | |
| Carpentry–framing | | |
| Contents–packing/moving | | |
| Contents–storage | | |
| Concrete | | |
| Drywall | | |
| Mold | | |
| Flooring-carpet | | |
| Flooring-tiles | | |
| Flooring-wood | | |
| Glass and Mirrors | | |
| HVAC | | |
| Insulation | | |
| Masonry-block | | |
| Masonry-brick, stone | | |
| Overhead doors | | |
| Painting | | |
| Plumbing | | |
| Roofing emergency close in | | |
| Roofing-asphalt | | |
| Roofing-metal systems | | |
| Roofing-wood shingles | | |
| Roofing-built up systems | | |
| Siding-metal | | |
| Siding-vinyl etc | | |
| Stucco | | |
| Trough, soffit, fascia | | |
| wallpaper | | |
| Windows and doors | | |

Additional services and/or comments:

7. Service levels

Days of operation: _____

Hours of operation: _____

Do you:

| | Yes | No |
|--|-----|----|
| Require a Work Authorization form | | |
| Regular inspection of work by Project Manager / Co-Coordinator | | |
| Obtain Certificate of Satisfaction on completion | | |
| Identify staff either by uniform or photo identity | | |
| Require uniformed Cleaners and Emergency crew | | |
| Require identified service vehicles | | |
| Require regular cleaning and maintenance of equipment | | |
| Do you have a corporate policy on ethical standards (Please attach) | | |
| Do you charge extra for "after hours" or "weekend" work * | | |
| Do you have a plan to deal with "catastrophic" losses (attach details) | | |
| Do you have a quality control process? (attach details) | | |

***If there are additional charges for "after hours" or "weekend work", please attach a breakdown of these charges and when they are applied.**

8. Guarantee

The City will require reimbursement for repairs undertaken due to deficiencies in your work. Do you agree to do so?

YES _____ NO _____

Does your company provide a guarantee on workmanship?

YES _____ NO _____

If yes what is the duration? _____

9. Customer Service

Does your company have a mission statement? If so, please note it here:

Please outline how complaints are handled, and issues resolved. _____

10. Operations

Do you own or rent a warehouse for storage? _____
 If "Yes", what is the size of the warehouse? _____
 Is the storage "caged" for each insured? _____
 What storage solutions do you provide? Crates/Pallets/Shelves/Open/Heated/Monitored/Size of Storage areas/locked/dry/etc.

What measures are taken to ensure the contents in storage are protected from theft, loss, freezing, fire, flood, etc.?

Is your storage information management system computerized and backed up? Y/N

Please describe the procedure in place for contents handling/processing and storage at your warehouse, including any associated costs. If storage costs are charged, please provide a break down and indicate when they become effective. What is the storage you charge for square foot?

11. Equipment Availability

| Equipment | Av. Age | No. owned | No. Avail |
|---|---------|-----------|-----------|
| Flood pumps | | | |
| Wet vac's / Extraction units | | | |
| Truck mounted extraction units | | | |
| Dryers | | | |
| Dehumidifiers – commercial grade | | | |
| Dehumidifiers – desiccant | | | |
| Dehumidifiers – truck mount | | | |
| Ozone generator | | | |
| Air scrubber | | | |
| Electric generators over 5,000 watts | | | |
| Emergency lights | | | |
| Portable electric panel with outlet for power tools | | | |
| Eagle for hot fogging | | | |
| Thermal Camera | | | |
| Generators | | | |
| Hydroxyl | | | |
| Hepa Air Scrubbers | | | |

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Do you have any specialty equipment or proprietary process employed in your restoration efforts? Y/N

If "YES" please describe:

The City owns some drying equipment. Do you think it would be beneficial for you to store that and deploy on City's behalf?

Are there any additional comments you would like to provide? IE: Your company's competitive advantage/Value statement/etc.

12. Additional Questions

What guaranteed profit and overhead ratios can you provide?

Company Functions as: Independent/Association/Franchise (circle one)

Is your business' information digitized? Y/N

What backup measures/protocols are in place to ensure service continuity and data retrieval in the event of a disaster?

Has any legal action been filed against your company in the last 5 years? If Yes, please specify:

Has your company or principles filed for bankruptcy? If Yes, please specify:

Has your company ever had any of its professional licenses suspended? If Yes, please specify:
