

REQUEST FOR PROPOSALS

RFP No. SSG2019

for

Engineering, Procurement & Construction Services

Issued by: PUC Services Inc.

(“PUC”)

Date of RFP Issuance: October 4, 2019



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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Introduction

PUC is requesting Proposals for engineering, procurement and construction (“EPC”) services for the implementation of the Sault Smart Grid Project (“**Project**”) to provide community-scale smart grid technology applications and an integrated and intelligent distribution management platform for the PUC electrical distribution service area. Background information, scope of work and Proposal expectations are presented in the balance of this RFP.

This RFP is being issued and administered by PUC in order to obtain Proposals from one or more Respondents that would result, if selected by PUC and otherwise agreeable to the Respondent, in the successful Respondent(s) entering into negotiations to execute a Contract with PUC for the supply of the deliverables as further described herein.

As further described in this RFP, a secured project website will be used by PUC to provide to the Respondents certain related documents and materials to this RFP. The indication of an intention to bid in the Expression of Interest is non-binding.

As used herein, “deliverables” includes all goods and services being requested pursuant to this RFP as more specifically described in SCHEDULE B.

1.2 Sections

This RFP is divided into five (5) sections and schedules, as follows:

1. Introduction
 2. RFP Rules and Procedures
 3. Proposal Requirements
 4. Deliverables Required
 5. Contract Negotiations
- Schedule A: RFP Procedures
- Schedule B: Proposal and RFP Requirements
- Appendix A: Project Tasks
- Appendix B: Project Estimate Matrix
- Appendix C: Communication Systems
- Appendix D: Station Energy
- Schedule C: Proposal Cover Sheet

- Schedule D: Respondent's Certificate
Schedule E: Defined Terms
Schedule F: PUC Statistics

1.3 Defined Terms

- (a) All capitalized terms in this RFP are as defined in SCHEDULE E, unless otherwise defined herein.
- (b) Words and abbreviations that have well known technical or trade meanings are used in this RFP in accordance with such recognized meanings.

1.4 RFP Not a Tender Call

TO BE CLEAR, AND NOTWITHSTANDING ANY OTHER TERM OF THIS RFP THAT MAY BE INTERPRETED OTHERWISE, IT IS NOT THE INTENT OF PUC, NOR THE EFFECT OF THIS RFP, TO INITIATE CONTRACTUAL RELATIONS BY THE PROVISION OF A PROPOSAL BY ANY RESPONDENT IN RESPONSE TO THIS RFP.

NOTWITHSTANDING ANY OTHER TERM OF THIS RFP, THIS RFP IS MERELY A CALL FOR PROPOSALS AND NOT A TENDER CALL INTENDING TO PLACE LEGALLY BINDING OBLIGATIONS ON PUC OR ON ANY RESPONDENT TO ENTER INTO A CONTRACT OR TO BE BOUND BY ANY OF THE TERMS OF ITS PROPOSAL. IT IS NOT THE INTENTION OF PUC TO ENTER INTO A CONTRACT FOR THE DELIVERABLES DESCRIBED IN THIS RFP OR ENTER INTO ANY OTHER LEGALLY BINDING OBLIGATIONS UNLESS AND UNTIL PUC HAS COMPLETED THE NEGOTIATION AND FINALIZATION OF A CONTRACT SATISFACTORY TO BOTH PUC AND THE RESPONDENT, IF ANY, THAT PUC DETERMINES TO NEGOTIATE WITH. PUC SHALL NOT BE BOUND BY ANY AGREEMENT ENTERED INTO BY PUC AND A RESPONDENT UNLESS AND UNTIL PUC ALSO EXECUTES AN AGREEMENT OR ACKNOWLEDGEMENT WITH THE RESPONDENT AGREEING TO BE BOUND BY THE APPLICABLE TERMS OF THAT CONTRACT.

IT IS CONCEIVABLE THAT THESE EVENTS WILL NOT OCCUR DUE TO THE DISCRETION OF PUC AND/OR ANY RESPONDENT TO NOT PROCEED, AS THERE IS NO LEGALLY BINDING OBLIGATION ON PUC OR THE RESPONDENT TO PROCEED.

2. RFP RULES AND PROCEDURES

2.1 Rules and Procedures

The submission of a Proposal by the Respondent shall be deemed to signify that the Respondent has read, understood and agrees to comply with all of the terms and conditions of this RFP including without limitation all RFP Rules and Procedures as detailed in this Section 2.

2.2 Respondents

PUC reserves the right to contact additional parties regarding this RFP, or issue a separate or supplementary RFP, for this or any related matter, in its discretion and at any time.

PUC reserves the right to consider such criteria as described in this RFP in selecting or rejecting any Proposal.

2.3 Communications

- (a) Unless otherwise notified by the Buyer in writing and as further detailed in Sections 2.5 and 2.6 of this RFP, all questions or other communications regarding this RFP, including any notices required hereunder are to be addressed solely to PUC, in writing, to the attention of the Buyer identified in SCHEDULE A.
- (b) **Respondents shall communicate with PUC in accordance with this RFP and shall not communicate with any other department or Representative of PUC regarding this RFP.**

2.4 RFP Schedule

Subject to any modifications in PUC's discretion and subject to all other terms of this RFP, the schedule and timelines set out in SCHEDULE A will apply to this RFP.

2.5 Questions and Clarifications regarding this RFP

- (a) Upon review of this RFP, Respondents shall immediately notify the Buyer identified in SCHEDULE A, in writing, of any omissions, discrepancies, ambiguities or details contained in this RFP requiring further clarification. PUC will not be responsible for any misunderstanding on the part of the Respondent concerning this RFP or its process.
- (b) Respondents should not make verbal inquiries associated with this RFP. All questions regarding the RFP shall be made in writing to the Buyer **by no later than the Deadline for Submission of Questions in SCHEDULE A**. Questions received prior to the Deadline for Submission of Questions and PUC's responses to such questions will be recorded by PUC, and will be made available to all Respondents via PUC's secured project website. PUC will respond to those questions that, in PUC's discretion, provide clarification to this RFP. Respondents are advised that the Deadline for Submission of Questions is the final opportunity for Respondents to seek clarification with respect to this RFP.
- (c) In answering a Respondent's questions, PUC will set out the question(s), but without identifying the Respondent that submitted the question(s) and may, in its sole discretion: (i) edit the question(s) for clarity and to remove any information that may identify Respondents; (ii) exclude questions that are either unclear or inappropriate; and (iii) answer similar questions from various Respondents only once. In submitting questions, Respondents are encouraged to not include any references that may identify themselves, their services, product and partners as such material may inadvertently become part of the answer.

2.6 Addenda to RFP and Supplementary Documents

- (a) PUC reserves the right to issue addenda in order to supplement and make amendments to this RFP at any time, in its discretion. Addenda to this RFP will be issued up to the Deadline for Addenda Issuance found in SCHEDULE A and will be made available to the Respondents via PUC's secured project website. If any addendum is issued after the Deadline for Addenda Issuance, PUC may at its discretion extend the Submission Deadline for a reasonable amount of time. All addenda to this RFP shall be deemed to form an integral part of this RFP as if specifically restated herein. The Respondent is solely responsible to ensure that it has received all addenda if any, issued by PUC. PUC will not be responsible for any issues or problems related to the delivery or receipt of any addenda by the Respondent.
- (b) PUC will also provide to the Respondents, through PUC's secured project website, access to: (i) a MS Excel spreadsheet template of the Project Estimate Matrix (as further detailed in PART B of SCHEDULE B) and (ii) information references (such as for instance: wall map sub-transmission schematic; TS 1 schematics; TS line schematics; wall map distribution feeders and feeder book drawings) that may be helpful to the Respondents in the preparation of the Proposals. The Respondent is solely responsible to ensure that it has received all such information issued by PUC. PUC will not be responsible for any issues or problems related to the delivery or receipt of any such information by the Respondent.
- (c) Respondents should contact the Buyer identified in SCHEDULE A, by email, to receive instructions on how to access PUC's secured project website. PUC will provide instructions to the Respondent on how to access PUC's secured project website once it becomes available.

2.7 Submitting the Proposal

- (a) **RESPONDENTS SHOULD SUBMIT ITS PROPOSAL TO PUC IN ACCORDANCE WITH THIS SECTION 2.7 AND SCHEDULE A.**
- (b) Proposals shall be delivered to PUC by personal delivery, or by courier in accordance with the terms in SCHEDULE A. No facsimile transmission of Proposals will be accepted. Proposals shall be deemed received by PUC on the date, and at the time, recorded in writing by PUC representative at the Customer Care main desk. Respondents shall be entirely responsible to ensure that Proposals are received by the PUC representative at the Customer Care main desk by the Submission Deadline as described in SCHEDULE A. PUC will not be responsible for any issues or problems related to the delivery or receipt of any Proposal by the Submission Deadline. Without limitation, Respondents are solely responsible for ensuring that Proposals are delivered to the PUC representative at the Customer Care main desk as indicated in SCHEDULE A so as to allow the representative sufficient time to receive and time stamp the Proposal to indicate receipt before the time described in SCHEDULE A.

2.8 Modifications or Withdrawal of Proposals before Submission Deadline

- (a) Proposals submitted prior to the Submission Deadline may be modified at any time prior to the Submission Deadline or withdrawn by the Respondent at any time prior to or after the Submission Deadline in accordance to this Section 2.8.
- (b) Respondents may not make modifications to their Proposal after the Submission Deadline.

- (c) To modify a Proposal prior to the Submission Deadline, the Respondent must withdraw the original Proposal and submit another Proposal to PUC, prepared in accordance with the terms of this RFP, bearing the same signature of the authorized representative of the Respondent who executed the original Proposal (or such other authorized representative if the original representative is no longer available, provided a written explanation regarding same is included), clearly marked to show that it supersedes and invalidates the Proposal(s) previously delivered. No other method of Proposal modification shall be considered.
- (d) To withdraw a Proposal prior to or after the Submission Deadline, the Respondent shall submit to PUC as described in SCHEDULE A, a letter to this effect, bearing the same signature of the authorized representative of the Respondent who executed the original Proposal (or such other authorized representative if the original representative is no longer available, provided a written explanation regarding same is included), duly signed by an authorized Representative of the Respondent. No other method of Proposal withdrawal shall be considered.
- (e) Proposals not submitted by the Submission Deadline will not be considered by PUC.

2.9 Ownership of Proposals

Upon the Respondent's submission of the Proposal, all Proposals and other support documentation received by PUC from Respondents shall become the property of PUC and will not be returned to Respondents. PUC may, as deemed necessary or appropriate by PUC, disclose the Respondent's Proposal to PUC Representative (including for clarity, PUC's advisors) for the purposes of administering this RFP and any resulting Contract, as required by PUC in conjunction with any rate applications or as required by Applicable Law, court order or other legal compulsion including, without limitation, requests under the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and requests made by any Governmental Authority.

2.10 Clarifications or Supplements to Proposals

In submitting a Proposal, the Respondent acknowledges and agrees that PUC and its Representatives reserve the right but is not obligated to, in their discretion, to independently verify any or all of the information provided in a Proposal or to seek further information or clarification from any Respondent after the Submission Deadline, including but not limited, contacting any person identified in the Proposal and persons or entities other than those identified in the Proposal. PUC is entitled to utilize the information or clarifications received in evaluating any Proposal, and may require one or more or all of the Respondents to answer questions or submit supplementary documentation clarifying any matters contained in their Proposals. In submitting a Proposal, a Respondent is deemed to consent to PUC's verification or clarification rights. The response received by PUC pursuant to this Section will, if accepted by PUC, form an integral part of that Respondent's Proposal. Respondents are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Proposals in any substantive manner. A Proposal may be rejected should the results of the verification not substantially match the information submitted by the Respondent at the sole discretion of PUC.

2.11 Evaluation of Proposals

Proposals will be opened in private by PUC and a PUC Representative (in PUC's discretion). PUC is under no obligation to disclose to any Respondent(s) the contents of the Proposals received or to reveal the Proposal prices.

The successful Respondent(s), if any, will be selected by PUC, in its sole discretion, based on PUC's assessment of which Proposal is considered to be the most beneficial to PUC based on any number of criteria which PUC, in its discretion, considers relevant, including, without limitation, the rated requirements as further set out in PART B of SCHEDULE B.

PUC reserves the right, in its discretion, to negotiate with the Respondent, which, in the opinion of PUC, has submitted the most beneficial Proposal, or with any other Respondent or Respondents concurrently. PUC and its Representatives shall incur no liability to any other Respondents as a result of such negotiations.

2.12 Selection of Proposals

- (a) This RFP does not constitute a call for tenders or a contract to purchase deliverables, and PUC is under no obligation or commitment whatsoever to select any Proposal and expressly reserves the right, in its discretion, to reject any or all Proposals without notice or reasons including, without limitation, the lowest priced Proposal. Alternatively, PUC reserves the right to select the Proposal that, in its discretion, it deems most advantageous, notwithstanding any custom, usage or agreement in the industry or trade, or any other policy or practice to the contrary.
- (b) PUC reserves the right, in its discretion to waive non-compliance where, in PUC's sole and absolute discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all Proposal, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. PUC will be the sole judge of whether a Proposal is accepted or rejected.
- (c) Without limiting the generality of the foregoing, PUC may, in its discretion and at any time without notice or reasons, and without liability, take any steps it deems appropriate in connection with this RFP process including, without limitation:
 - (i) modify the terms of this RFP, including the RFP Schedule located in SCHEDULE A;
 - (ii) adjust a Respondent's score or reject a Respondent's Proposal on the basis of:
 - 1) a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established);
 - 2) information provided by references;
 - 3) the Respondent's past performance on previous contracts awarded by PUC;
 - 4) the information provided by a Respondent pursuant to PUC exercising its clarification rights under this RFP process; and/or

- 5) other relevant information that arises during the RFP process;
- (iii) terminate this RFP at any stage;
- (iv) terminate this RFP at any stage and issue a new RFP for the same or similar services;
- (v) decline to permit any Respondent to participate in this RFP process;
- (vi) disqualify any Respondent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (vii) disqualify any Respondent or Proposal of any Respondent who has engaged in conduct prohibited by this RFP;
- (viii) accept or reject any, or part of any, or all Proposals in its absolute discretion;
- (ix) select any Respondent other than the Respondent whose Proposal reflects the lowest cost to PUC or the highest overall score;
- (x) terminate discussions or negotiations with any or all Respondents;
- (xi) negotiate in respect of any term or condition proposed by the Respondent in its Proposal, whether a business or legal term or condition or otherwise;
- (xii) select one or more Respondent's services as identified by the parties;
- (xiii) negotiate with any third party regarding matters covered by or related to this RFP, whether such party has been invited to submit a Proposal or not; or
- (xiv) make public the names of any and all Respondents.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances and PUC shall not be liable for any expenses, costs, losses or any direct or indirect or punitive or other damages incurred or suffered by any Respondent or any third party resulting from PUC exercising any of its expressed or implied rights under this RFP or otherwise, whether in contract, tort (including gross negligence) or under any equitable or other principle available at law or otherwise.

- (d) If PUC does not receive any satisfactory Proposals, which only PUC, in its discretion, may determine, or if an insufficient number of Proposals are submitted, or where unforeseen circumstances arise before the Date for Selection of the Successful Respondent(s), PUC may, in its discretion, either:
 - (i) revise the scope of work identified in this RFP by issuing post-RFP addenda;
 - (ii) negotiate modifications of any term of this RFP with any Respondent, or Respondents, concurrently;
 - (iii) include one or more of the Respondents in post-Submission Deadline negotiations;
 - (iv) reject all Proposals and re-issue the RFP; or

- (v) cancel this RFP.

Neither PUC nor any of its Representatives shall incur any obligation or liability to any Respondent in the exercise of any of the rights noted above.

2.13 Confidentiality

- (a) This RFP, and all information and data disclosed by PUC in relation thereto, including without limitation all information related to PUC's business operations, processes or technology, whether marked as confidential or not, constitutes "**Confidential Information**" which is, and will remain, the property of PUC, and is not to be copied or distributed without the prior written approval of PUC, except as reasonably required to respond to this RFP.
- (b) Notwithstanding the foregoing, Confidential Information does not include any information or data which:
 - (i) is or becomes publicly known through no breach of the terms or conditions of this RFP; or
 - (ii) is independently developed by a third party without reference to Confidential Information and without breach of the terms or conditions of this RFP.
- (c) The Respondent agrees to maintain the confidentiality of the Confidential Information, and further agrees not to use or duplicate such Confidential Information for any purpose other than responding to this RFP, negotiating the Contract or providing the deliverables and will not, without the prior written consent of PUC, disclose or make any Confidential Information available to any third party, except sub-contractors involved in the Proposal, as reasonably required to develop the Proposal, negotiate the Contract or provide the deliverables.
- (d) Notwithstanding any obligations of confidentiality herein, the Respondent may disclose Confidential Information where required to do so by court order or other legal compulsion, provided the Respondent gives PUC prior notice, as permitted by law, of the compulsory disclosure.
- (e) Upon request, the Respondent shall forthwith return to PUC all Confidential Information, including any copies thereof; and, where such Confidential Information is in electronic form, destroy such Confidential Information and provide PUC with a certificate from a senior officer of the Respondent attesting to such destruction.
- (f) The terms of this Section 2.13 shall survive any termination or expiry of this RFP for the longer of five (5) years after (i) the Submission Deadline; and (ii) the termination or expiry of this RFP.
- (g) A Respondent should not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of PUC.

2.14 No Representations or Warranties

- (a) Nothing in this RFP is intended to relieve Respondents of their responsibility to form their own opinions and conclusions in respect of the matters addressed in this RFP and to satisfy themselves independently regarding the accuracy and completeness of the information provided and the

assumptions made in this RFP. PUC and its Representatives make no representations or warranties, either express or implied, in fact or in law, with respect to the accuracy or completeness of the information provided in this RFP.

- (b) Without limiting the generality of the foregoing, PUC and its Representatives shall not be liable for any claim, action, cost, loss, damage or liability whatsoever arising from or related to any information or advice or any errors or omissions that may be contained in this RFP or any data, materials, or documents disclosed or provided to the Respondent pursuant to this RFP or otherwise, whether in contract, tort or otherwise. The only representations and warranties made by PUC or its Representatives, if any, will be those contained in the Contract.

2.15 No Damages

- (a) All costs, expenses, losses, damages and liabilities which may be incurred by the Respondents as a result of or arising out of the submission, acceptance, selection or rejection of their Proposals, including the cost of preparing and submitting a Proposal, shall be borne entirely by the Respondents. PUC and its Representatives shall not be liable for any costs and expenses incurred by the Respondents or to reimburse the Respondents in any manner whatsoever or under any circumstances, including, without limitation, in the event of rejection of all Proposals, rejection of the Respondent's Proposal, selection of another Respondent's Proposal, waiver or non-waiver of a non-compliance by any Respondent, including the matters described in SCHEDULE A and SCHEDULE B, issuance of a post-RFP addenda, a decision not to include any Respondent in post-Submission Deadline negotiations, or cancellation of this RFP.
- (b) Without limiting the generality of the foregoing, PUC and its Representatives shall not be liable, in contract, tort, restitution or any other legal theory, to a Respondent for any claim, action, costs, losses, damages or liability whatsoever arising from any act or omission by PUC or its Representatives, including the rejection of any or all of the Proposals, the consideration or evaluation of any or all of the Proposals, negotiations in respect to the Proposals, the selection of a Respondent, the decision to issue post-RFP addenda, the decision not to include a Respondent in post-Submission Deadline negotiations, the decision to waive or not to waive a non-compliance by a Respondent, including in respect of the matters described in SCHEDULE A and SCHEDULE B, or for any information or advice or any errors or omissions that may be contained in this RFP or any data, materials, or documents disclosed or provided to a Respondent pursuant to this RFP or otherwise.

2.16 No Collusion

Each Respondent's Proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other Respondent (or any Representative thereof) and each Respondent shall be responsible to ensure that its participation in this RFP process is conducted fairly and without collusion or fraud.

2.17 Conflicts of Interest

The Respondent is required to disclose in its Proposal and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP, any resulting Contract, or in relation to PUC or its Representatives. PUC may disqualify a Respondent for any conduct,

situation or circumstance that constitutes a real or perceived conflict of interest as determined by PUC. PUC may also disqualify a Respondent for: (a) a failure to disclose an actual or potential conflict of interest; (b) a failure to comply with any requirements prescribed by PUC to resolve a conflict of interest; or (c) a situation or circumstance where the Respondent's conflict of interest cannot be resolved.

2.18 Assignment

The Respondent may not assign the right to issue a Proposal in response to this RFP to any third party, including any of the Respondent's Affiliates, without PUC's prior written consent.

2.19 Governing Law

This RFP, all Proposals submitted in response thereto, and any resulting Contract, shall be governed by the laws in force in the Province of Ontario and the laws of Canada applicable therein. Any dispute shall be brought before the Courts of Ontario located in Toronto, Ontario.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Requirements

All Proposals should contain the information set out in PART A of SCHEDULE B.

4. DELIVERABLES REQUIRED

PUC is seeking Proposals from Respondents for the deliverables described in PART B of SCHEDULE B, including any Appendices thereto. Respondents shall indicate in their Proposals whether they can meet the requirements and specifications listed in PART B of SCHEDULE B, including any Appendices thereto.

5. CONTRACT NEGOTIATIONS

5.1 Contract Terms and Conditions

It is expected that PUC and the successful Respondent, if any, will negotiate and execute a Contract setting out the commercial terms and conditions that are typical in a fixed price engineering, procurement and construction contract with contractually defined milestones and which shall include, without limitation, reference to the specifications and requirements in PART B of SCHEDULE B.

To facilitate negotiations, the Contract could be based on an amended form of the successful Respondent's standard legal documentation, as amended to reflect the negotiations of the parties.

PUC has the discretion to conduct contract negotiations in such manner as it will determine. That said, it is anticipated that PUC may select two (2) short-listed Respondents with whom PUC will consider contract negotiations. PUC may elect to negotiate with both short-listed Respondents concurrently or to select one Respondent with whom to commence negotiations with while the second Respondent is held in abeyance pending the results of the negotiations with the first Respondent.

Each Respondent is requested to attach, in unlocked Word format, an agreement or agreements that they wish to have PUC consider for negotiation purposes. PUC will consider whether the form of those agreements is appropriate for the basis of negotiating the Contract. The attachment of any such forms of agreements in a Proposal shall not be considered to be acceptance by PUC, either as to form or substance, in whole or in part, of such agreement or agreements.

To be clear, in the course of such negotiations, Respondents involved in the Contract negotiation process may be requested to consider improving upon the terms set out in their Proposals.

PUC anticipates finalizing and signing the Contract by no later than the estimated Date for Execution of the Contract specified in SCHEDULE A. However, the selection of the Successful Respondent(s) and PUC's execution of any agreement, including the Contract, is conditional upon PUC's election to proceed subsequent to its rate application approval at the OEB estimated to occur during Q1/Q2 of 2020.

5.2 No Liability

No Respondent shall have any rights against PUC or its Representatives arising from the selection or non-selection of any Respondent(s), including the selection of a Respondent with a Proposal that is non-compliant with the terms of this RFP. Any and all commitments, representations, warranties or obligations of PUC or its Representatives shall be limited to those specifically stated in an executed Contract between PUC and a successful Respondent(s), if any.

SCHEDULE A
RFP PROCEDURES

(a) QUESTIONS/COMMUNICATIONS WITH PUC

All questions or communications regarding this RFP are to be addressed in accordance with Sections 2.3 and 2.5 of the RFP and solely to (the “**Buyer**”):

Attention: Kevin Bell P.Eng.
Project Manager
E-mail: kevin.bell@ssmpuc.com

Proposals **shall** be delivered to the Customer Care main desk at 500 Second Line East, Sault Ste. Marie, Ontario, P6A 6P2, PUC P.O. Box 9000.

(b) RFP SCHEDULE

The RFP Schedule is tentative only and may be changed by PUC in its discretion.

Expression of Interest Posting	October 1, 2019
Date of RFP Issuance	October 4, 2019
Deadline for Submission of Questions	October 17, 2019 4:00:00 PM EST
Deadline for Addenda Issuance	October 25, 2019
Submission Deadline	November 11, 2019 3:00:00 PM EST
Date for Selection of Successful Respondent(s) (estimated)*	November 20, 2019
Date for Execution of the Contract (estimated)*	December 24, 2019

* The selection of the Successful Respondent(s) and PUC’s execution of a Contract, if any, is conditional upon PUC’s election to proceed subsequent to its rate application approval at the OEB during Q1/Q2 of 2020.

(c) SUBMISSION OF PROPOSALS

Proposals **shall** be submitted in English. A Respondent **shall** submit **one (1) original hard copy** of its Proposal, signed by an authorized signing officer of the Respondent and should include as well **2 additional hard copies** of its Proposal **and 1 electronic copy** of the Proposal on a memory key, to the Buyer as indicated in paragraph (a) above **by no later than the Submission Deadline**. In the event of any inconsistency or conflict, the original, signed hard copy shall be paramount.

The one (1) original hard copy, 2 additional hard copies and 1 electronic copy of the Proposal should be submitted in sealed envelopes bearing the Respondent's name and address and the project title and be prepared as follows:

1. First sealed package labeled: "EPC Proposal" to include the one (1) original hard copy, 2 additional hard copies and 1 electronic copy of the Proposal **with the exception of the** pricing proposal.
2. Second sealed package labeled: "EPC Pricing Proposal" to include the one (1) original hard copy, 2 additional hard copies and 1 electronic copy of the pricing proposal.

The entire content of the Respondent's Proposal should be submitted in a fixed form. The content of websites or other external documents incorporated by reference into the Respondent's Proposal will not be considered to form part of its Proposal.

SCHEDULE B

PROPOSAL AND RFP REQUIREMENTS

For the purposes of the requirements stated in this RFP: (i) “must” and “shall” indicate that a requirement is mandatory and that must be met in substantially unaltered form in order for the Proposal to receive consideration; and (ii) “should”, “could” and “may” indicate that the requirement is discretionary. For clarity, the mere use of the term “requirement” is not, in and of itself, determinative of whether a particular requirement is either mandatory or discretionary.

PART A – PROPOSAL REQUIREMENTS

All Proposals **shall** contain the following information, and be presented in the following order:

(a) **Title page**

The cover page of all Proposals should be in the form of SCHEDULE C.

(b) **Table of Contents**

All Proposals in excess of five (5) pages should contain a table of contents showing all required sections and all submitted appendices, if any.

(c) **Respondent’s Certificate**

Respondents **shall** complete, sign, and attach a copy of the Respondent’s Certificate in SCHEDULE D to their Proposal. The Respondent’s Certificate **must** be signed by an individual authorized to bind the Respondent pursuant to the terms and conditions of this RFP.

(d) **Letter of Introduction and Summary of Proposal**

The next section of each Proposal should consist of a letter, no more than two (2) pages in length that introduces the Respondent and highlights the key features of the Respondent’s Proposal.

(e) **General Information Regarding Respondent**

The next section of the Proposal should provide details regarding the Respondent, including without limitation, and as may be applicable:

- (i) a description of the Respondent’s corporate structure, including an organizational chart identifying the Respondent's parent, subsidiaries or other Affiliated corporations, partnerships or organizations;
- (ii) if the Proposal is submitted by a partnership, the correct name, firm and style of such partnership **must** be given, together with the names of all partners;
- (iii) a copy of all regulatory licences, approvals and authorizations held by Respondent in Ontario that may be relevant to the Contract; and
- (iv) a current copy of the Respondent’s current credit report and name of rating agency.

(f) **Proposal Response**

This section of the Proposal should provide details regarding the Respondent's Proposal with specific reference to the specifications and requirements listed in PART B of SCHEDULE B.

(g) **Pricing Proposal**

This section of the Proposal contains the Respondent's detailed itemized pricing information for all deliverables as further described in PART B of SCHEDULE B. All pricing **shall** be expressed in Canadian currency.

PART B – RATED REQUIREMENTS

(a) Program Objective and Background

The Sault Smart Grid Project provides for community-scale smart grid technology applications and an integrated and intelligent distribution management platform for the PUC Distribution electrical distribution service area. The Project will deliver customer benefits from its broad impact and integration of complementary smart grid technologies.

As part of the Project, Appendix A and Section (c) (Scope of Work) of this PART B of SCHEDULE B describe the deliverables that PUC anticipates the successful Respondent to provide.

The Project will increase the efficiency of the distribution grid, reducing electrical energy losses and electricity customers will see direct savings in their bills due to improved voltage control. The Project will also improve reliability and resiliency with self-healing networks and integrated system data management systems for normal outage planning and especially addressing situational weather events with enhanced outage management capability. A “bill neutral” objective for customers will utilize quantified benefits and particularly customer energy savings to support Project investment.

As a prime contractor, the Respondent will be responsible for all phases of design, purchasing, and construction as well as achieving and validating their designed system energy savings results. The Project and Contract award are subject to successful rate submission approval by the Ontario Energy Board (OEB) as the provincial regulator for approval of rate adjustments to the PUC customers. The input from this RFP process will be included in support of an amending application submission to PUC’s current rate application and Incremental Capital Module (ICM) for the Project before the OEB (see EB-2018-0219 on the OEB website).

(b) Rated Requirements

PUC is seeking Proposal(s) that demonstrate the following rated requirements in material respects. The Respondent **shall** provide a detailed response to each of the rated requirements and if unable to comply, the reasons for non-compliance.

- 1) Respondent’s firm qualifications and experience;
- 2) Respondent’s key personnel, qualifications and experience;
- 3) Respondent’s project methodology, technical understanding and delivery plan;
- 4) Respondent’s quality of Proposal and completeness;
- 5) Respondent’s innovation in its Proposal; and
- 6) Respondent’s proposed pricing.

Each of the rated requirements above are further discussed below:

- (i) *Respondent’s firm qualifications and experience*

The Respondent should demonstrate its qualifications and technical excellence of the Respondent's firm for this Project by providing examples of its prior experience in performing project tasks similar to those set out in this RFP. PUC considers prior experience that are "similar" to those set out in this RFP to be those containing the following elements: projects involving voltage/VAR optimization, distribution automation, SCADA and OMS; distribution projects that cover a large number of stations; and circuits in scope and time demonstrating an understanding of the operational and planning challenges of construction work in an operating environment where scheduling and planning over potentially 2 years is a key element.

Specifically, in demonstrating experience in the areas above, the Proposal should include 3 to 5 examples of similar and related projects carried out by the Respondent's firm in the past five (5) years, including references (with contact information).

(ii) *Respondent's key personnel, qualifications and experience*

The Respondent should demonstrate qualifications and technical excellence of its key personnel for this Project by providing examples of its prior experience in performing project tasks similar to those set out in this RFP. PUC considers prior experience that are "similar" to those set out in this RFP to be those containing the following elements: projects involving voltage/VAR optimization, distribution automation, SCADA and OMS; distribution projects that cover a large number of stations; and circuits in scope and time demonstrating an understanding of the operational and planning challenges of construction work in an operating environment where scheduling and planning over potentially 2 years is a key element.

Specifically, in demonstrating experience in the areas above, the Proposal should include 3 to 5 examples of similar and related projects carried out by the Respondent's key personnel in the past five (5) years, including references (with contact information) and key personnel involved in each project. If the Respondent proposes to use sub-consultants or contractors for any aspect of the project, similar information as described above for each should be included showing the area of responsibility.

A competent project manager and project team should be assigned to the Project. The project manager will serve as the primary project contact with the PUC project manager and will provide written project progress updates a minimum of bi-weekly. The project manager will also be responsible for giving the guidance required to keep the Project on schedule and to advise the PUC project manager when it is anticipated the schedule might fall behind. The Respondent should identify the key personnel and in particular the project manager who will be assigned to the Project. Information about the key personnel should include: resumes, their role in the project and how their experience qualifies them for this role, their anticipated percent participation, the location of the office(s) where key personnel are located and where they will perform the work.

(iii) *Respondent's project methodology, technical understanding and delivery plan*

The Respondent should demonstrate a clear understanding of the Project requirements and sets out clear and detailed description of the services being offered.

The Respondent should include a clear and detailed description of the services being offered based on PUC's scope of work description described in Section (c) of PART B of SCHEDULE B below.

The Project award is conditional on the OEB's anticipated approval in Q1/Q2 of 2020 and reliant on the government grant funding program ending on March 31, 2022 so schedule will be a critical

requirement. **As such, the Project must be completed by March 31, 2022.** The Respondent **must** include a proposed schedule for the Project within its Proposal and indicate that the Project completion is March 31, 2022 or earlier. The Respondent **must** include within its proposed schedule, the approximate dates for completion of all major tasks.

The Respondent is encouraged to identify that all work will be done in accordance with Applicable Laws, including but not limited to the requirements of the Electrical Safety Authority (ESA), PUC Distribution, the OEB Distribution System Code, the Independent Electricity System Operator (IESO), Hydro One Networks Inc. (HONI), the Ministry of Environment (MOE), The Ontario Building Code (OBC) latest edition, City of Sault Ste. Marie Bylaws, and other local regulatory agencies.

The Respondent should identify and describe the standards on quality management, assurance and control process proposed to be used for the Project, including whether the Respondent meets the ISO9000 standard for instance.

The Respondent should describe their health and safety policies including attaching a copy of the Respondent's health and safety policy as part of the Proposal.

(iv) *Respondent's quality of Proposal and completeness*

The Respondent is encouraged to provide clear responses to all components of this RFP and to present the materials in the Proposal in a clear and organized manner.

(v) *Respondent's innovation in its Proposal*

The Respondent is encouraged to identify any innovative aspects of their proposed approach in their Proposal that may differ from a traditional fixed price engineering, procurement and construction Contract. This may include innovative project financing structures, innovative financing arrangements, or other novel structures or proposals. Any Proposal that includes an innovative element should include pricing (a) if the innovative element of the Proposal is adopted by PUC; and (b) if the innovative element of the Proposal is not adopted by PUC and instead a more traditional fixed price Engineering, Procurement and Construction Contract approach is used.

(vi) *Respondent's proposed pricing*

As part of its pricing proposal for the Project, each Respondent **must** submit a pricing proposal using a MS Excel spreadsheet template to detail the Project estimate that PUC will provide. A reference to the details found in this MS Excel template is also found in Appendix B which can be used by the Respondents for information purposes only. PUC will provide the MS Excel spreadsheet template via PUC's secured project website for the Respondent's completion and inclusion as part of the Respondent's pricing proposal. In the event of any discrepancy between the information listed in Appendix B and in the MS Excel template, the information listed in the MS Excel template shall take precedence.

PUC is seeking Proposal(s) that describe the estimated capital costs with unit cost-based tasks or elements summed to a **total project cost**. The Respondent **must** provide a detailed project estimate in MS Excel for the complete Project, by (i) providing an upset limit and unit based **all-inclusive cost and total price for the completion of each scope of work stipulated in Appendix B** and (ii) providing unit and/or hourly rates for all ancillary tasks not stipulated in Appendix B. The unit costs for the project are to be all-inclusive for engineering, procurement, construction (including

the commissioning) phases of the Project. The MS Excel spreadsheet to detail the project estimate includes 4 worksheets for the Respondents to provide total project costs of the four (4) feeder DA coverage scope options as described in the scope of work section below.

The foregoing approach will facilitate any PUC required adjustment to scale the project while meeting cost and rate impact objectives. The capital input to the OEB ICM process and resulting incremental revenue requirement calculation for the utility will be balanced by PUC for the Project as part of the application submitted to achieve the benefits and customer bill savings expected.

To meet this objective, PUC is seeking Proposal(s) with an innovative approach for scope of work adjustment of identified phases or elements of the Project with costs and benefits delivered in the proposed solution. PUC's priorities for the Project is to deliver the best value for our customers and therefore energy savings brought to bill savings will be a key priority. In addition to the base pricing proposal structure provided by PUC, alternative innovative proposals with sufficient clarity in the Respondent's Proposal may be considered.

PUC will also consider the Respondent's options for a solution that encompasses project financing although it would need to be provided without a PUC general security agreement requirement.

The pricing information should also include or address the following:

- (i) a description of any conditions or qualifications relevant to the Respondent's ability to contract with PUC at the quoted prices or generally;
- (ii) all prices **shall** indicate the extent to which the prices quoted include or exclude any applicable taxes (including Harmonized Sales Tax), duties or charges (any such taxes, duties or charges to be indicated separately);
- (iii) any alternative pricing offer(s), as may be available in the Respondent's discretion; and
- (iv) any further details or description of the Respondent's proposed pricing which the Respondent deems relevant or important to disclose, including details regarding how volume adjustments would be managed, and what impact such adjustments would have on the price, if any, should PUC wish to reduce or increase volumes during the Contract term.

Any alternative price offers may be considered by PUC, in its sole discretion.

(c) Scope of Work

The Project includes the following major scope of work areas and as further described in Appendix A. It is anticipated by PUC that the Respondent will provide the deliverables listed in Appendix A under the column titled "RFP" and as further described in this section. It is anticipated that PUC will be responsible for a portion of the deliverables pursuant to its labour agreements, as further described in Section 7 below (PUC Services Inc. Staff Engineering and Construction Work). These deliverables to be performed by PUC are listed in Appendix A under the column titled "PUC".

1) Volt/ VAR Management system (VVM):

- i. The successful Respondent **must** be responsible for the design, purchase, installation and commissioning of the VVM system.

- ii. The design, purchase, installation and commissioning of the VVM system **must** include or incorporate the following components:
 - (1) a VVM optimization design for PUC’s feeders in DS#’s 1, 2, 10, 11, 12, 13, 15, 16, 18, 19, 20, 21 and which is focused on the customer and system energy savings over capacity. Currently, there are few capacity constraints present in PUC system. PUC’s 12.5 kV distribution system includes 12 x 34.5 kV/ 12.47 kV substations. DS#’s 1, 2, 10, 11, 12, 13, 15, 16, 18, 19, 20, 21 contain ~4 feeders per station (please refer to station drawings). DS#16 is in current design phase for reconstruction with target in-service date of Nov/Dec 2020. This station will include 2 new 10 MVA transformers with LTC’s. Other station transformers have no LTC capability. Bus and/or feeder voltage regulation is anticipated with value added engineering assessment consideration for alternative solutions;
 - (2) a centralized model-based control and management software scheme at PUC System Operations centre which fully integrates with the Survalent SCADA software. PUC currently utilizes the Survalent SCADA software and envisions upgrade to their higher-level Distribution Management System platform with Volt/VAR Optimization (VVO) module as required; and
 - (3) the integration of the field device controllers for data and communication system solution with the central VVM software. PUC currently uses SpeedNet 900 MHz radios as well as SCADA network backhaul via internal fibre network from some DS’s however, the Respondent may propose alternative solutions.
- iii. As part of the VVM system, the successful Respondent’s Proposal **should** contain or address the following:
 - (1) anticipate and provide mitigation strategy around certain system constraints, such as feeder improvements, as engineering design review phase is completed;
 - (2) include the provision of major equipment such as Station LTC’s, Bus/Line Voltage Regulators and Capacitors or its equivalent as proposed by the Respondent;
 - (3) propose the delivery optimized kWh energy savings and bill savings for customers by leveraging the Advanced Metering Infrastructure (AMI) Sensus metering data (bell weather meters) and CYME or GIS based model;
 - (4) provide all data records and requirements for engineering and operations asset management systems such as: settings, SCADA points, field devices, operations and maintenance standards, etc. consistent with section (d) of this PART B of SCHEDULE B (Deliverables); and
 - (5) include the estimated energy savings to be attained and the process used by the Respondent to “confirm” such performance measure after the detailed engineering phase. The Proposal should include details relating to the as-built engineering assessment, methodology and execution to confirm and validate energy savings results after the commissioning phase.

2) Sub-transmission Distribution Automation (DA) system:

- i. The successful Respondent **must** be responsible for the design, purchase, installation and commissioning of a DA system that will provide self-healing sub-transmission service supply.
- ii. The design, purchase, installation and commissioning of a DA system **must** include or incorporate the following components:

- (1) the design of the sub-transmission DA system **must** be focused on customer and system reliability and resiliency with auto-transfer solution for the 34.5 kV sub-transmission network supplying DS's and large customer locations. Currently, ten (10) 34.5 kV circuits are supplied from PUC's two 115 kV transmission stations that supply two 4.16 kV DS's and twelve 12.47 kV DS's plus some large direct customers. The 4.16 kV stations are being phased out through voltage conversion program and are not presently included in VVM and Feeder DA design plans;
 - (2) a centralized model-based control and management software scheme at PUC System Operations. PUC currently utilizes the Survalent SCADA software and envisions upgrade to their higher-level Distribution Management System platform with Fault Location Isolation and Service Restoration (FLISR) module as required;
 - (3) the integration of the field device controllers for data and communication system solution with the central DA software. PUC currently uses SpeedNet 900 MHz radios as well as SCADA network backhaul via internal fibre network from some DS's is in use by PUC at this time however, the Respondent may propose alternative solutions.
- iii. As part of the sub-transmission DA system, the successful Respondent's Proposal **should** contain or address the following:
- (1) provision of all data records and requirements for engineering and operations asset management systems such as: recloser settings, SCADA points, field devices, operations and maintenance standards, etc. consistent with section (d) of this PART B of SCHEDULE B (Deliverables);
 - (2) details on the estimated outage minutes savings to be attained and the process used by the Respondent to "confirm" such performance measure after the detailed engineering phase; and
 - (3) include details on the reliability and resiliency benefits that will be provided to all customers with DA applied to the sub-transmission network.

3) Feeder Distribution Automation (DA) system:

- i. As part of the Proposal, Respondents **must** provide system level design for the feeder DA system with 4 levels of feeder coverage as described below, which **must** include the following components:
 - (1) the design, purchase, install and commission of the feeder DA system that will provide self-healing feeders;
 - (2) the estimated work stages, phases of feeder or area design coverage so that overall capital cost of the Project can be managed by PUC to meet cost/ benefit objectives. It is anticipated that PUC will select feeders based on the value-added design phase while assessing the basis of performance improvement and capital investment;
 - (3) existing and new tie points for recloser installations and coordination with station breakers will need to be selected for PUC's 12.5 kV distribution system which includes 12 x 34.5 kV/ 12.47 kV substations (DS#'s 1, 2, 10, 11, 12, 13, 15, 16, 18, 19, 20, 21) with ~4 feeders per station for a total of 48 feeders (please refer to station drawings). Priority selection of feeders to include scenario for 12, 24, 36 and 48 feeders should be addressed in the Proposal;
 - (4) the integration of the field device controllers for data and communication system solution with the central DA software. PUC currently uses SpeedNet 900 MHz radios as well as SCADA network backhaul via internal fibre network from some DS's is in use by PUC at this time however, the Respondent may propose alternative solutions;

- (5) provision of all data records and requirements for engineering and operations asset management systems such as recloser settings, SCADA points, field devices, operations and maintenance standards, etc. consistent with section (d) (Deliverables) of this PART B of SCHEDULE B; and
- (6) details on the estimated outage minutes savings to be attained and the process used by the Respondent to “confirm” such performance measure after the detailed engineering phase.

4) Field Communications Systems:

- i. The system proposed by the successful Respondent **should** be designed for an integrated communication solution to cover required network area using new and existing wireless and network communications to devices supporting FLISR, VVM, and auto-transfer. PUC has access to internal fibre communication backhaul at a number of distribution stations which may be included in the solution. It is expected by PUC that the successful Respondent will need to coordinate the communications system with PUC’s IT Department.

5) Integration of Advanced Distribution/ SCADA/ AMI Metering Infrastructure:

- i. The system proposed by the successful Respondent **should** be an integrated solution. The system should be able to integrate the AMI and SCADA systems with any new software provided for VVM, sub-transmission DA, feeder DA, OMS and an engineering analysis tool like CYME. The successful Respondent **must** provide an estimate for their proposed solutions for resources and costs with expected scope of work and for on-going operations support for related data systems brought together to the operational performance and analytics data platform.
- ii. *Advanced Distribution/SCADA Upgrades* - The Respondent **should** propose System Operations processes for the upgrade to the existing Survalent SCADA system with integrated modules for new smart grid systems. The Respondent may also propose operations processes for the system CYME based model, including a fully integrated real-time “non-controlling” testing and training model for daily operational planning purposes and long-term system planning. Project costs to include all related software licensing as required and hardware cost estimates with PUC intent to integrate in PUC IT virtual server structure.
- iii. *Outage Management System (OMS)* – The Respondent **should** propose an outage management solution, preferably a non-custom, off-the-shelf solution, with integration to available data platforms for real-time measurement, reporting and supporting historical outage metrics. As part of the OMS, the Respondent should consider the provision of additional functionalities such as, web portal dealing with customer outages, a dedicated dashboard for internal stakeholders and a crew management system, etc.
- iv. *Customer Care Tools* – The Respondent **should** propose enhancements to PUC’s current CIS platform such as those relating to access to outage information, and customer specific service measures and performance. PUC currently uses the Harris NorthStar CIS platform. As such, the Respondent’s proposed enhancements, if any, **should** be directly for the Harris NorthStar CIS platform which **should** also integrate with the OMS for internal operations and customer care.

6) Operations, Maintenance and Life Cycle

- i. The successful Respondent **must** be responsible for the providing operations, maintenance and life cycle plans and procedures of all new equipment, systems and processes as part of the Project including:
 - (1) the System Operating procedures of all new equipment, systems and processes related to the Project including any transition-change management planning along with the orientation and training of PUC staff;
 - (2) the maintenance and inspection procedures of new equipment;
 - (3) the asset management asset life cycle plans of new equipment; and
 - (4) set out the optional price list for any specialty testing tools and equipment proposed by the Respondent for the related equipment.
- ii. As an optional project element for operations, maintenance and life cycle services, the successful Respondent's Proposal **should** contain or address the following:
 - (1) Propose a 10 year warranty service with operations, maintenance and life cycle plan for the proposed system and equipment including execution of required equipment operations and maintenance services proposed in section (6)(i) above along with the relevant lump sum pricing for that warranty service.

7) PUC Services Inc. Staff Engineering and Construction Work

- i. The successful Respondent **must** be responsible for design selected site specific pole replacement and installation services ("**Installation Services**"), subject to the resource allocation restrictions under PUC's Labour Agreement. Pursuant to the Labour Agreement, PUC is required to utilise its own employees for a certain percentage of the Installation Services undertaken by or on behalf of PUC. As such, the successful Respondent **must** utilize PUC's employees as its subcontractors to complete a portion of the Installation Services.
- ii. Installation Services may include services relating to: the design and installation for what is generally overhead line construction work; pole replacements; new pole installation; framing; equipment installation in proximity zone to live circuits; and overhead terminations, including the design, approval and application of new EPC developed framing standards if required.
- iii. For the purposes of the evaluation of Proposals, PUC has included an estimated quantity of pole replacement and installation work that may be required by PUC in the Notes/ Comments column of Appendix A.

(d) Deliverables required

As part of the deliverables provided for the Project, successful Respondents **should** provide all Project document deliverables in the following formats: one paper copy, one electronic copy in native file format, and one PDF copy unless specified otherwise specified by PUC. These documents will become the sole property of the PUC to use as they wish to support the business upon completion of this Project. All drawings will be in PUC provided borders with PUC provided numbering. All drawings are to be completed in AutoCAD. All design documents are to be stamped and signed by a Professional Engineer (P. Eng) licensed in the Province of Ontario.

(e) Evaluation Criteria

The following components will be used in guiding PUC’s evaluation of each Respondent’s Proposal and selection of the successful Respondent(s).

Stage 1 – Compliance with Mandatory Requirements

Stage 1 of the evaluation process will consist of a review of each Proposal to determine which Proposal complies with all of the mandatory requirements (of an administrative nature) in the RFP, including without limitation, the mandatory requirements set out in SCHEDULE A (RFP Procedures) and PART A of SCHEDULE B (Proposal Requirements). Respondents must meet all mandatory requirements under Stage 1 to proceed to Stage 2.

Stage 2 – Scoring of Rated Requirements

Stage 2 of the evaluation process will consist of evaluating Proposals based on the rated requirements set out in Section (b) of PART B of SCHEDULE B and the following score methodology (for items 1 to 5 below):

Item	Rated Requirements	Maximum allocated points	Minimum score required to proceed to Stage 3
1	Respondent’s firm qualifications and experience	15	7.5
2	Respondent’s key personnel, qualifications and experience	15	7.5
3	Respondent’s project methodology, technical understanding and delivery plan	50	25
4	Respondent’s quality of Proposal and completeness	10	5
5	Respondent’s innovation in its Proposal	10	5
6	Total Score	100	-

Each Respondent is required to achieve for each Item 1 to 5, the minimum scores described above, which is 50% of the points allocated for each of Items 1 to 5 individually, in order to proceed to Stage 3.

Stage 3 – Pricing

The score received by each Respondent in Stage 3 will be determined by the formula below:

$$\text{Price per Point Score} = [\text{Total price of Proposal}] / \text{Total Qualification Score}$$

The Respondent with the lowest Price per Point Score will be deemed the highest scoring Respondent and is the successful Respondent. In the unlikely event of a tie between two or more highest scoring Respondent, the Respondent achieving the highest score in Stage 3 will be scored first overall. In the event that a tie still remains, PUC shall flip a coin to determine a winner.

Appendix A – Project Tasks (1 of 3)

The following tables reflect the individual elements of the overall Project. It is anticipated that PUC will be responsible for a portion of the work pursuant to its labour agreements, as further described in Section 7 below (PUC Services Inc. Staff Engineering and Construction Work). These services are listed below under the column titled “PUC”.

The 100%, 75%, 50%, 25% line items reflect the 48, 36, 24, 12 feeder scenarios where the scope of Feeder DA work that may be adjusted to meet overall Project cost/benefit objectives. To be clear, the Respondents must provide the system design for feeder DA system with 4 levels of feeder coverage. However, it is up to PUC to decide if it wants the coverage for all 4 feeders.

Engineering

	Task/ Area Responsibility	RFP	PUC	Notes				
Overall System Design				[1] [2] [3]				
5.1.1	Volt/ VAR Management	x						
5.2.1	Sub-transmission Distribution Automation (DA)	x						
5.3.1	Feeder Distribution Automation (DA)	x		[7]	100%	75%	50%	25%
5.4.1	Field Communication System	x						
5.5.1	ADMS/SCADA/AMI/OMS	x						
5.6.1	Operations, Maintenance & Life Cycle	x						
Field Design - Stations				[1] [2] [3]				
5.1.2	Volt/ VAR Management	x						
5.2.2	Sub-transmission Distribution Automation (DA)	x						
5.3.2	Feeder Distribution Automation (DA)	x		[7]	100%	75%	50%	25%
5.4.2	Field Communication System	x						
5.5.2	ADMS/SCADA/AMI/OMS	x						
5.6.2	Operations, Maintenance & Life Cycle	x						
Field Design - Lines								
5.1.3	Volt/ VAR Management	x	x	[4] [5] [6]				
5.2.3	Sub-transmission Distribution Automation (DA)	x	x	[4] [6]				
5.3.3	Feeder Distribution Automation (DA)	x	x	[4] [6] [7]	100%	75%	50%	25%
5.4.3	Field Communication System	x	x	[4] [6]				
5.5.3	ADMS/SCADA/AMI/OMS	x						
5.6.3	Operations, Maintenance & Life Cycle	x						
Notes:				[1] RFP Respondent will have overall system design responsibility.				
				[2] Engineering estimate will be complete for full system but may include sub-components based on Respondents methodology.				
				[3] Engineering table of hourly rates for value added- engineering and scope changes to be provided.				
				[4] Field design at specific pole locations subject to PUC Labour Agreement for "Make Ready" works.				
				[5] PUC assumption - if 100 pole locations required then PUC will complete 50 and RFP will complete 50.				
				[6] Final quantity and ratio of PUC/RFP subject to final design and contract decisions.				
				[7] Engineering estimate will have some scaling for selected DA feeder coverage.				

Appendix A – Project Tasks (2 of 3)

Procurement

	Task/ Area Responsibility	RFP	PUC	Notes				
Procurement				[1] [2]				
5.1.4	Volt/ VAR Management	x						
5.2.4	Sub-transmission Distribution Automation (DA)	x						
5.3.4	Feeder Distribution Automation (DA)	x		[3]	100%	75%	50%	25%
5.4.4	Field Communication System	x		[3]				
5.5.4	ADMS/SCADA/AMI	x						
5.6.4	Operations, Maintenance & Life Cycle	x		[3]				
Notes:	[1] RFP will provide all materials and equipment in estimate							
	[2] Materials and equipment estimate based on defined cost plus proposal							
	[3] DA feeder coverage will result in 4 scenarios with estimate required.							

Appendix A – Project Tasks (3 of 3)

Construction

	Task/ Area Responsibility	RFP	PUC	Notes					
Construction/ Commissioning - System				[1] [2] [3]					
5.1.5	Volt/ VAR Management	x							
5.2.5	Sub-transmission Distribution Automation (DA)	x							
5.3.5	Feeder Distribution Automation (DA)	x							
5.4.5	Field Communication System	x							
5.5.5	ADMS/SCADA/AMI	x							
5.6.5	Operations, Maintenance & Life Cycle	x							
Construction/ Commissioning - Stations									
5.1.6	Volt/ VAR Management	x							
5.2.6	Sub-transmission Distribution Automation (DA)	x							
5.3.6	Feeder Distribution Automation (DA)	x							
5.4.6	Field Communication System	x							
5.5.6	ADMS/SCADA/AMI	x							
5.6.6	Operations, Maintenance & Life Cycle	x							
Construction/ Commissioning - Lines									
5.1.7	Volt/ VAR Management	x	x	[4] [5] [6]					
5.2.7	Sub-transmission Distribution Automation (DA)	x	x	[4] [5] [6]					
5.3.7	Feeder Distribution Automation (DA)	x	x	[4] [5] [6] [7]	100%	75%	50%	25%	
5.4.7	Field Communication System	x	x	[4] [5] [6] [7]					
5.5.7	ADMS/SCADA/AMI	x							
5.6.7	Operations, Maintenance & Life Cycle	x		[7]					
Notes:	[1] RFP Respondent will have overall system construction responsibility.								
	[2] Construction estimate will be complete for full system but may include sub-components based on Respondents methodology.								
	[3] Construction subcontractor estimate if utilized, may be based on defined cost plus proposal .								
	[4] Field construction at specific pole locations subject to PUC Labour Agreement for "Make Ready" works.								
	[5] PUC assumption - if 100 pole locations required then PUC will complete 50 and RFP will complete 50.								
	[6] Final quantity and ratio of PUC/RFP subject to final design and contract decisions.								
	[7] Construction estimate will have some scaling for selected DA feeder coverage.								

Appendix B – Project Estimate Matrix

The spreadsheet image below is for information purposes only. An MS Excel Spreadsheet will be posted to PUC's secured project website to be accessed and **must** be completed by the Respondents in preparing their Proposal. The spreadsheet layout will have no embedded formulas. Respondents may revise and develop with formula as live spreadsheet but are to maintain layout to facilitate RFP evaluation.

Project Name		Sault Smart Grid				Cost Before Markup	Markup (Material & Sub Cont.)	Total Project Estimate	10 Year O&M and Warranty Estimate	Refer to RFP description for full description of requirements. Notes & Comments:
Volt/VAR Optimization /Management		Supply & Install							optimization for customer/ system energy savings	
14 DS/ 48 feeders		Qty	\$Unit/Ea							
Engineering										
System VVM Engineering Design		Hrs							Includes, VVM system design, Station works and feeder delivery points.	
Site/ Field Design		Hrs							Location/ siting part of "system design". "Make Ready" part of PUC shared scope.	
Subtotals										
Procurement										
LTC's (at Sub 16)		2	PUC	2 x 10MVA	--	--	--	--		
Interface Sub 16 LTC's with VVM solution		2	ea						Equipment selection and quantities used for RFP comparison.	
Station Feeder Regulators		44	ea	300A					Final project contract subject to adjustment based on proponent detailed engineering and solution.	
Station Feeder Regulators		10	ea	200A						
Add'l Feeder VReg		6	ea	100A						
Cap Bank		6	ea	600kVAR						
Poles & framing		12	ea						Assume any poles required included in DA section below.	
Survallent Modules/ Upgrades for VVM									Modules as required from Respondent design for VVM, AMI interface, Operator "live" simulator, Load Flow, etc.	
Subtotals										
Construction - V/VAR										
Labour & Equipment - Installation										
Interface Sub 16 LTC's with VVM solution		2	ea						Equipment selection and quantities used for RFP comparison.	
Station Feeder Regulators		44	ea	300A					Final project contract subject to adjustment based on proponent detailed engineering and solution.	
Station Feeder Regulators		10	ea	200A						
Add'l Feeder VReg		6	ea	100A						
Cap Bank		6	ea	600kVAR						
Pole installations & "Make Ready"									Assume a poles required included in DA section below.	
Subtotals										
Totals				VVM TOTAL						
								VVM 10 Yr O&M and Warranty Total	VVM 10 Yr O&M and Warranty Total	
Distribution Automation (*48)		Supply & Install			Material & Sub Markup	Project Estimate		10 Year O&M and Warranty Estimate		
34.5kV sub transmission auto transfer plus distribution feeder deployment		Qty	\$Unit/Ea						* NOTE: Worksheets for 12/24/36/48 feeders required	
Engineering										
System DA Engineering Design		Hrs							Includes, 34.5 kV TT, DA system design, station works and feeder DA points.	
Site/ Field Design		Hrs							Location/ siting part of "system design". "Make ready" part of PUC shared scope.	
Subtotals										
Procurement										
S&C Interruption, control, communications		40	ea						Equipment selection and quantities subject to adjustment based on proponent detailed engineering and solution. Qty estimated on full DA coverage so reduced as ratio if required.	
S&C Scada-mate, control, communications		40	ea							
S&C Vista 4-way UG, control, communications		8	ea							
S&C Vista 2-way UG, control, communications		4	ea							
S&C PMH-3, control, communications		8	ea							
FCI's overhead, 3ph, communications		20	ea							
FCI's underground, 3 ph, communications		20	ea							
Pole installations & "Make Ready"		50	PUC						see PUC "Make Ready" assumption [50 + 50]	
Survallent Modules/ Upgrades for DA									Modules as required for DA, AMI interface, Operator "live" simulator, Load Flow, FLIR (12/24/36/48), other?	
Subtotals										
Construction - DA										
Labour & Equipment - Installation										
S&C Interruption, control, communications		40	ea						Equipment selection and quantities used for RFP comparison. Final project contract subject to adjustment based on proponent detailed engineering and solution.	
S&C Scada-mate, control, communications		40	ea							
S&C Vista 4-way UG, control, communications		8	ea							
S&C PMH-3, control, communications		8	ea							
FCI's overhead, 3ph, communications		20	ea							
FCI's underground, 3 ph, communications		20	ea							
Pole installations & "Make Ready"		50	PUC							see PUC "Make Ready" assumption [50 + 50]
Subtotals										
PUC "Make Ready" Assumption									PUC Make Ready Work: Some % of the field engineering and line construction for equipment installation will be executed by PUC Services Inc. as sub to EPC contractor. [Work such as field engineering work order, pole replacement, new pole installs, framing.] Assume PUC executes 50 total locations out of total required.	
Project Total				DA TOTAL						
				EPC TOTAL						
								DA 10 Yr O&M and Warranty Total	DA 10 Yr O&M and Warranty Total	
								10 Yr O&M and Warranty Total	10 Yr O&M and Warranty Total	
Common Systems/ Other										
Outage Management System		1	ea						PUC looking for upset limit estimates. May exclude from EPC contract and develop scope and estimates directly with selected proponent.	
Data Analytics and KPI platform and reporting		1	ea							
Customer Service integration - CSR's and customers		1	ea							
				TOTAL						

SCHEDULE C

PROPOSAL COVER SHEET

PROPOSAL

of

in response to

PUC Services Inc.'s

RFP No. **SSG2019**

Date: _____

Respondent Contact Information:

Company Name: _____

Primary Contact Name: _____

Primary Contact Title: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____

SCHEDULE D

RESPONDENT'S CERTIFICATE

I, the undersigned, in submitting the accompanying Proposal to PUC in response to RFP No. SSG2019 (the “**RFP**”) on behalf of _____ (the “**Respondent**”) do hereby certify, on behalf of the Respondent and not in my personal capacity that:

1. I have read, understand and agree to comply with the terms of this RFP.
2. I have read, understand and agree to comply with the statements made in this Certificate.
3. Information that is submitted is complete, accurate and up-to-date. I understand that the accompanying Proposal may be disqualified if this Certificate is found not to be true and complete in every respect.
4. I am authorized by the Respondent to sign this Certificate, and to submit the accompanying Proposal, on behalf of the Respondent.
5. Each person whose signature appears on the accompanying Proposal has been authorized by the Respondent to determine the terms of, and to sign, the Proposal, on behalf of the Respondent.
6. The Respondent consents to the disclosure of its information, including any information identified as confidential by it, by PUC to any of PUC’s consultants or advisors who may be retained for the purposes of evaluating the information, as well as PUC’s employees and officers, who need to know in relation to the RFP and the procurement of the applicable deliverables.
7. For the purposes of this Certificate and the accompanying Proposal, I understand that the word “Competitor” shall include any individual or organization, other than the Respondent, whether or not affiliated with the Respondent, who:
 - (a) has been requested to submit a Proposal in response to the above-noted RFP; or
 - (b) could potentially submit a Proposal in response to the above-noted RFP, based on their qualifications, abilities or experience.
8. The Respondent has arrived at the accompanying Proposal independently from, and without consultation, communication, agreement or arrangement with, any Competitor.
9. The terms of the accompanying Proposal have not, and will not be disclosed by the Respondent, directly or indirectly, to any Competitor.
10. Any and all potential conflicts of interest between the Respondent and PUC (or any Representative thereof) are expressly identified and fully disclosed by the Respondent in the attached Proposal, including the disclosure of any personal or business relationships between the Respondent and PUC (or any Representative thereof) and the Respondent (or any Representative thereof).
11. The RFP and this Proposal do not create any legal obligation on the part of PUC or restrict PUC’s rights regarding the procurement of any deliverable.

12. The Respondent acknowledges and agrees that PUC shall have no liability to the Respondent or its sub-contractors in respect of the conduct of the procurement process relating to this RFP by PUC, whether in contract or tort or otherwise, and including, without limitation, for costs that the Respondent or its sub-contractors incur with respect to the procurement process or for any loss of profit the Respondent or its sub-contractors incur as a result of not being awarded a contract under this procurement process.
13. The Respondent acknowledges and agrees that: (i) as of the date hereof there are no existing, current or contemplated claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, from or involving the Respondent or its affiliates against PUC or its affiliates (“**Claim**”) and (ii) the Respondent hereby irrevocably waives the right to make any such Claim against PUC and it's affiliates.
14. Any capitalized terms used in this Certificate but not defined herein shall have the meaning as defined in the RFP.

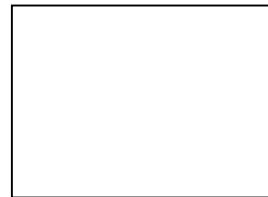
Respondent's Full Corporate Name

Authorized Representative's Signature

Name

Title

Date



SCHEDULE E

DEFINED TERMS

In this RFP, the following definitions shall apply:

“Affiliates”	has the meaning prescribed to it in the <i>Business Corporations Act</i> of Ontario;
“Applicable Laws”	means all federal, provincial and municipal statutes, regulations, codes, by-laws, orders in council, directives, rules, guidelines and ordinances applicable to this RFP and any resulting Contract, including without limitation all applicable OEB codes, rules or guidelines;
“Business Day”	means a day on which banks are open for business in the City of Toronto, Ontario, but does not include a Saturday, Sunday, or a statutory holiday in the Province of Ontario;
“Buyer”	means the Representative of PUC identified in Section (a) of <u>SCHEDULE A</u> ;
“Confidential Information”	has the meaning prescribed to it in Section 2.13;
“Contract”	means the definitive written Engineering, Procurement and Construction agreement(s), if any, which may be entered into between the successful Respondent and PUC, as a result of this RFP process;
“Date for Execution of the Contract (estimated)”	has the meaning prescribed to it in <u>SCHEDULE A</u> ;
“Date for Selection of Successful Respondent(s)”	has the meaning prescribed to it in <u>SCHEDULE A</u> ;
“Date of RFP Issuance”	has the meaning prescribed to it in <u>SCHEDULE A</u> ;
“Deadline for Addenda Issuance”	has the meaning prescribed to it in <u>SCHEDULE A</u> ;
“Deadline for Submission of Questions”	has the meaning prescribed to it in <u>SCHEDULE A</u> ;
“EST”	means Eastern Standard Time;
“Governmental Authority”	means any government, legislature, municipality, regulatory authority, agency, commission, department, board or court or other law, regulation or rule-making public entity of similar authority, including, without limitation the OEB;

“OEB”	means Ontario Energy Board;
“Proposal”	means the document(s) submitted by a Respondent to PUC in response to this RFP;
“PUC”	has the meaning identified on the cover page of this RFP;
“Representative”	in respect of a party, means such party's directors, officers, employees, agents, contractors and advisors, the party's Affiliates, and all such Affiliates' respective directors, officers, employees, agents, contractors and advisors;
“Respondent”	means each party that submits a Proposal to PUC in response to this RFP;
“RFP”	means this Request for Proposals, including any and all addenda, schedules, attachments, amendments, supplements or revisions thereto;
“RFP Schedule”	has the meaning prescribed to it in SCHEDULE A; and
“Submission Deadline”	has the meaning prescribed to it in <u>SCHEDULE A</u> .