

City of Coquitlam

Request for Proposals
RFP No. 23-082

Consulting Services

Poirier Sports and Leisure Complex
Energy Study

Issue Date: August 18, 2023

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[Appendix A – Consulting and Professional Services Agreement](#)

[PROPOSAL SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

RFP Reference	RFP No. 23-082 Poirier Sports and Leisure Complex Energy Study
Overview of the Opportunity	The purpose of this RFP is to invite Proposals from professional, qualified and experienced firms to support the development of an Energy Study for the City of Coquitlam’s Poirier Sports and Leisure Complex (PSLC).
Closing Date and Time	2:00 pm local time Friday, September 08, 2023
Instructions for Proposal Submission	Proposals are to be consolidated into one PDF file and uploaded electronically through Qfile, the City’s file transfer service accessed at qfile.coquitlam.ca/bid <ol style="list-style-type: none"> 1. In the “Subject Field” enter: RFP Number and Name 2. Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from Qfile to confirm receipt.) Phone 604-927-3037 should assistance be required.
Obtaining RFP Documents	RFP Documents are available for download from the City of Coquitlam’s website: http://www.coquitlam.ca/Bid-Opportunities Printing of RFP documents is the sole responsibility of the Proponents.
Instructions to Proponents	The guidelines for participation that will apply to this RFP are posted on the City’s website: Instructions to Proponents
Questions	Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: bid@coquitlam.ca
Addenda	Proponents are required to check the City’s website for any updated information and addenda issued, before the Closing Date at the following website: http://www.coquitlam.ca/Bid-Opportunities
Withdrawal of Submission	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.
Terms and Conditions of Contract	The City’s Consulting and Professional Services Agreement attached as Appendix A will apply to any Contract awarded resulting from this RFP.

DEFINITIONS

“Agreement” “Contract” means the City’s Consulting and Professional Services Agreement (attached as [Appendix A](#) to this RFP) incorporating the information contained in this RFP, Proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” means City of Coquitlam.

“Consultant” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services outlined in this Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

“Price” means the amount that will be paid by the City to the Consultant for delivery and acceptance of goods and Services.

“PSLC” means Poirier Sports and Leisure Complex.

“Project Lead” means the City staff member appointed by the City who will act on its behalf with respect to duties and authorities as outlined in this RFP.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

“Services” “Work” “Works” means and includes the provision by the successful Proponent of all services, duties, deliverables and expectations as further described in this RFP, unless the context otherwise requires, the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Consultant.

1 INTRODUCTION

1.1 Acknowledgement

The City acknowledges with gratitude and respect that the name Coquitlam was derived from the hən̓q̓əmin̓əm̓ word kʷikʷəłəm (kwee-kwuh-tlum) meaning “Red Fish Up the River”. The City is honoured to be located on the kʷikʷəłəm (Kwikwetlem) traditional and ancestral lands, including those parts that were historically shared with the sq̓əciyaʔtəməxʷ (Katzie), and other Coast Salish Peoples.

1.2 Project Introduction

The City is seeking experienced and qualified professionals to complete a holistic energy study for the Poirier Sports and Leisure Complex (PSLC), an important city-owned facility that provides a variety of recreational amenities to its residents. This study will help identify actions to reduce energy and emissions in PSLC to help the city meet its corporate greenhouse gas (GHG) commitments, improve building operation, reduce operational costs, prepare for the impacts of climate change, and showcase civic leadership.

1.3 Background

As the largest municipality in the Tri-Cities area of Metro Vancouver, Coquitlam is home to over 154,000 residents and is projected to reach a population of over 255,000 by 2050. Coquitlam has been experiencing a rise in extreme weather events in recent years, including the July 2021 heat dome and November 2021 atmospheric river events. The impacts of climate change will increase the frequency and severity of such events and the City continues to seek opportunities to decrease energy consumption and greenhouse gas (GHG) emissions in its buildings, and ensure that facilities can provide essential services during emergencies.

The City’s GHG targets were updated through the Environmental Sustainability Plan (ESP), with the City targeting a 45% reduction from 2007 levels by 2030, and carbon neutrality by 2050. A Climate Action Plan (CAP) is in development and will identify the actions, policies, and funding mechanisms needed to achieve these updated targets and inform the city’s approach to emission reductions, including in city-owned facilities.

For over a decade, the City has developed and implemented an annual Strategic Energy Management Plan (SEMP) that outlines various projects for staff to undertake that will reduce energy and GHG emissions from city operations. The SEMP is a foundational document to the Environmental Sustainability team’s work plan. One of the 2023/2024 SEMP projects is to undertake a holistic energy study of the PSLC in collaboration with the City’s Facilities team. This study will build off previously completed energy studies to provide a holistic understanding of energy, GHG reduction, and climate resiliency opportunities for the facility to support the City’s overall climate goals.

Proponents should also familiarize themselves with the Climate Adaptation Strategic Plan (CASP), and the Hazards, Risk, and Vulnerability Analysis (HRVA; update in progress), which will identify and reduce the impacts of climate-induced events and emergencies (see References Documents and Data).

1.4 RFP Process and Subsequent Project Work

The Work being awarded as a result of this RFP is one part of the overall project. Deliverables completed by the successful Proponent **WILL be used** as content to develop other RFP documents in relation to the overall project. This may include going out to RFP for implementation, including design, contractor procurement, construction and commissioning and performance verification.

1.5 Instructions for Participation

Proponents are advised that the rules for participation that will apply to this RFP are posted on the City's website: [Instructions to Proponents](#)

By submission of a Proposal, the Proponent agrees and accepts the rules by which the bid process will be conducted.

The City's preference is for the Proposal to be submitted on the form provided with additional information attached as an attachment to the Proposal, referencing the Proposal Form, where required.

1.6 Project Budget

The City has a project budget of approximately \$80,000 - \$100,000.00 for the successful completion of the Services, including disbursements, exclusive of GST. The budget may change depending on Proposals received and any value-added or optional pieces included in the Proposals.

1.7 Prerequisites

This work should be led by an energy professional with relevant and demonstrated experience in detailed energy studies, facility decarbonization master planning and asset management.

Proponents must be a FortisBC-approved consultant and be registered in the BC Hydro Alliance of Energy Professionals, and should be familiar with incentive program requirements for both organizations. Proponents should structure their proposal and work plan to align with all eligible incentive programs, which can include, but is not limited to FortisBC's Custom Efficiency Program Study and BCHydro's Integrated Energy Audit.

1.8 Sub-Consultants

The use of sub-consultants is acceptable providing they are fully identified in the Proposal and realize the conditions of this document will apply to all Consultants named. Joint submissions must identify a prime Proponent who assumes responsibility for the Proposal as well as for the professional standards, actions and performance for all Proponents, if awarded the work.

1.9 Evaluation Criteria

Proposals will be evaluated to determine the Proposal that is most advantageous to the City, using the following criteria. This list is not intended to be exhaustive and is not ranked in order of preference or priority.

Mandatory Criteria (Pass/Fail)

Be a FortisBC-approved consultant and be registered in the BC Hydro Alliance of Energy Professionals.

Corporate (35 points)

- Project Understanding - comprehensive understanding of the project objectives, outcomes and vision; major issues and opportunities presented in the Proposal;
- Project Team - description and role of Consultant team members and any sub-Consultants; provide resumes or detailed corporate bio which clearly show the experience and qualifications of team members;
- Value Added Benefits - Describe your competitive advantage, value added services and benefits that would be provided to the City;
- Qualifications, Experience and References - provide examples of similar successful projects, project dates, client names and contact information, description of team member's role in each project. In particular, clearly demonstrate relevant knowledge and experience with energy studies and asset renewal planning in civic facilities within the Metro Vancouver region;

Sustainable Benefits and Social Responsibility (10 points)

- Sustainable benefits: Describe all initiatives, policies, and/or programs that illustrate your firm's efforts towards sustainable practices and environmental responsibility;
- Reconciliation;
- Social Responsibility;

Technical (40 points)

- Proposed outcomes, methodology, work plan and approach, including breakdown of tasks necessary to complete the project;
- Availability and time schedule;

Financial (15 points)

- Price Schedule - Fee matrix with hourly rates and charges by level of effort (hours) associated to task and total lump sum fee, including a list of budgeted disbursements (exclude GST);

The evaluation team will review the Proposals and rank them based on the evaluation criteria outlined above. The City reserves the right to consider other criteria that may become evident during the evaluation process to obtain best value. Proposals will be evaluated in comparison to others.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal. The City may at its discretion, interview one or more Proponents or request demonstrations, clarifications or additional information from a Proponent with respect to any Proposal. The City may use that information to score the evaluation.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City.

The evaluation will be confidential and no prices or scores will be released to any of the Proponents.

By submission of a Proposal, Proponents agree the City may disclose the name of the Proponent and value of the awarded Contract, as well as share proposals with other municipalities as requested.

1.10 Eligibility

For eligibility, as a condition of award, the successful Proponent would be required to meet or provide the equivalent:

- Professional Liability (PLI) and Commercial General Liability (CGL) insurance coverage as outlined on the City's [Certificate of Insurance - Consultant Form](#)
- Be registered and provide WorkSafeBC clearance
- Enter into Contract with the City as provided in [Appendix A – Consulting and Professional Services Agreement](#)
- May be required to obtain a City of Coquitlam or Tri Cities Intermunicipal Business License: [Business License](#)

These items are not required as part of this RFP Submission but will be required prior to entering into an agreement with the City for Services.

2 GENERAL CONDITIONS

2.1 Terms and Conditions

The City's [Appendix A – Consulting and Professional Services Agreement](#), the Conditions listed below, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

2.2 Intellectual Property Rights

The Contract establishes the City as the owner of the “Instruments of Service” in connection with this Project.

The Consultant will remain owner of all Instruments of Service but the City will become the owner of the immediate plans, concepts, calculations, etc. and other materials requested and provided as defined as deliverables under this RFP.

3 SCOPE OF SERVICES

3.1 Facility Description

PSLC holds particular significance in the City's endeavor to reduce energy consumption and GHG emissions. This 190,000-square-foot facility comprises various amenities, such as an aquatic center, ice arenas, a fitness center, food services, and multipurpose rooms.

PSLC has been constructed in multiple stages as outlined below:

- Original arena (1964);
- Pool built (2008, originally built to LEED Silver standards);
- Arenas built (rink 2 and 3) and integrated with pool to become one complex (2013);
- Addition of change rooms and conversion of rink 3 from curling to skating (2021);
- Refrigeration Plant Upgrade (2022);
- Change room addition (2022)

In addition to the above, the HVAC piping in PSLC has undergone numerous configuration changes over the years to improve system operation. LED lighting retrofits has also been completed in the arenas and pool.

The complex has a heat recovery system, Thermenex, which enables heat sharing between the arena ice plant, aquatic centre, and neighboring Poirier Library.

PSLC is designated as a cooling center during extreme heat events and serves as the primary Emergency Operations Centre (EOC) in case of an emergency.

3.2 Energy and Emissions Profile

PSLC is the largest energy consumer among all City-owned buildings, with total energy bills exceeding \$6 million over the past decade. Natural gas usage has resulted in approximately 5,000 tonnes of CO₂e emissions during this period.

- Facility Area: 17,658 m²
- Annual Gas Consumption: 9,600 GJ/year
- Annual Electrical Consumption: 6,575,000 kWh/year
- Annual Total Energy Consumption: 9,242 MWh/year (523 kWh/m²)
- Annual GHG Emissions: 550 tCO₂e/year (31 kgCO₂e/m²)

3.3 Study Objectives

The primary objectives of this study are to explore pathways and prioritize cost-effective and impactful actions that:

- a) Balances the thermal energy in the building to achieve improved comfort and high operational and environmental performance; and
- b) Achieves significant energy and emissions reductions in a timeframe aligned with the City's emissions targets.

The study's secondary objectives are to:

- a) Simplify system operation, including update of DDC Sequence of Operation (SOO) language for ease of use; and

- b) Incorporate climate resiliency measures for extreme weather events and major emergencies, which can include cooling, improved air filtration, backup electrical power, and distributed generation from renewables.

The study should also consider:

- Sequencing of proposed work to align with GHG reduction targets and annual capital budget constraints, leveraging life-cycle replacement of equipment where possible;
- Impacts of measures on Poirier library HVAC systems;
- Potential to share excess thermal energy with the existing city building across Poirier Street; and
- Reuse of existing assets wherever possible.

3.4 Issues and opportunities to be explored

The complex has undergone several expansions and renovations over the years, and this has resulted in fragmented systems and building envelopes that have previously been studied in isolation. As such, Proponents must take a holistic approach and consider how the PSLC's heating and cooling systems interact with each other (or other buildings), and assess the impacts of existing and proposed actions on each system.

In addition to targeting substantial energy and emissions reductions, the following are known opportunities that should be explored as part of the study with the goal of making operational improvements in all areas:

a) Mechanical Systems

- Heat Rejection: The existing cooling towers are insufficient to meet peak heat rejection (i.e., cooling) demands of the facility. Additional heat rejection capacity is required to ensure reliable operation of the refrigeration plant and provide resilience to climate change. Feasibility of sharing excess heat with city-owned buildings close to PSLC should also be explored.
- Heat Recovery System: The existing thermal energy system experiences temperature swings and cannot fully utilize the existing heat recovery chiller capacity. Operators have expressed a need to simplify the system's operation. This work should include a review of the condition of current piping systems.
- Pool Air Systems: Pool air distribution and humidity challenges have been identified. The pool air distribution and humidity control should be reviewed to determine synergies with a holistic energy strategy for the facility.
- Snow Melt System: The existing snow melt systems rely on a spray system that gets clogged often and results in domestic hot water being used to melt snow. The snow melt pits require modification to use submerged heat exchangers to improve operation and reduce potable water consumption.

b) Electrical Systems:

- Lighting: All arenas and the pool lights have been retrofitted with LED lighting over the last six years. A lighting study should be completed to identify any further retrofit opportunities.

- Backup Power: While PSLC is designated as a cooling center during extreme heat events and serves as the primary Emergency Operations Centre (EOC), the building does not have sufficient backup power for all necessary electrical and cooling loads. A 2022 back-up power study was completed and the results and costing details should be confirmed through this scope of work.
- c) Building Operation and Control
- DDC Controls: Numerous control programming modifications have been made over the life of the mechanical system, and a review and recommendations to simplify the DDC Sequence of Operation should be completed.
- d) Renewable energy systems
- Geo-exchange System: The existing geo-exchange field is saturated with heat, pipe and valves are leaking, and the system is not in operation. Condition of this system and recommissioning should be considered to be used as a source of heat rejection or heat source as part of this study.
 - Solar Collectors: The existing solar collectors on the roof are not operational. This system should be analyzed to determine if there is value in recommissioning.
 - Solar PV and Energy Storage: A 2018 solar energy study identified PSLC as a potential candidate for solar PV and battery energy storage. The results and costing should be confirmed and the technical and financial feasibility should be explored.
- e) Building Envelope: Opportunities to improve energy efficiency through building envelope improvements should be explored.
- f) Water Cistern System: The existing water cistern system, which was intended to reclaim stormwater for alternate uses, is not in operation. The cause of failure and the value of recommissioning this system should be explored.

3.5 Existing Energy Conservation Measures

A 2022 Fortis Energy Study proposed six energy conservation measures (ECMs) which, if fully implemented, would reduce natural gas use by 84%, resulting in a reduction of GHG emissions by at least 400 tCO_{2e} per year. Four ECMS have received committed incentive funding from FortisBC, to be completed by the end of 2025. The Proponent should review these ECMs in the context of this study and provide recommendations on whether to proceed with implementation, and if so should consider design and construction early in the project in order to complete implementation by the incentive deadline.

3.6 Study – Scope of Work

The successful Proponent will provide a detailed study and develop a phased plan to reduce energy and emissions to meet the City of Coquitlam’s corporate emission targets of 45% by 2030 below 2007 levels, and carbon neutrality by 2050.

The study will identify recommended pathways to decarbonize the existing building operation (Scope 1 and Scope 2 emissions), renew thermal energy systems, improve energy efficiency, and address the issues identified above. Unlike a traditional ASHRAE Level 2 Audit, this study should

consider assumptions like carbon regulations and prices on carbon in evaluating the economics of energy conservation measures. The study will also focus on evaluating pathways to electrify the property by transitioning from carbon-intensive energy sources.

The work to be performed will consist of four phases, and the minimum requirements for the suggested scope of work are outlined in the sub-sections below.

Recognizing that there may be alternative methodologies to achieve the intended outcomes, Proponents are invited to present Proposals based on their recommended methodologies. Proponents will be best served if they outline the advantages and disadvantages of their proposed methodologies and both identify and justify any additional activities or deliverables that exceed the scope of work below.

Phase 1 – Preliminary Assessment – Activities:

- Kick-off meeting with facility manager, maintenance and operation staff, sustainability staff, Information Communications and Technology, and other internal stakeholders to confirm objectives of the study and gather required documentation and/or information. Regular meeting schedule will be established at the kick-off.
- Participate in meetings with BC Hydro and/or FortisBC to confirm scope of work and eligibility for incentive funding, as needed.
- Review existing documentation, including available as-built drawings, O&M manuals, and the DDC system.
- Review existing reports and documentation to gain insights into previous studies and assessments conducted on the PSLC (Note: Proponent should not allocate significant resources in re-producing energy audit findings and calculations from past energy studies).
- Collect additional energy consumption and building data through DDC, utility management platform, and other sources, as needed.
- Analyze historical energy consumption data to identify trends and patterns.
- Develop/update utility consumption breakdown including end-use breakdown of energy and carbon emissions, as needed.
- Conduct Site Review:
 - Review all existing mechanical and electrical system configurations, performance, conditions and operations.
 - Undertake a field survey to compare as-built conditions, details and dimensions with available plans and record drawings.
 - Discuss and document existing operational issues and limitations with facilities operators.
- Evaluate the performance of individual systems and their interaction within the overall energy framework of the complex.
- Assess existing mechanical and electrical system capacity, heating and cooling provisions, demand load, sizing and adequacy.
- Review existing electrical service capacity, equipment capacity, distribution, and demand load. Collect onsite measurements where metering data is not available.

- Speak with key stakeholders, including facility management, facility operator and maintenance staff, and other relevant City staff, to gather insights into operational challenges and user requirements.
- Present baselines and operational/user challenges understanding to staff.

Deliverables: Prepare a memo and presentation for staff identifying the main findings of the initial site visit(s), interviews with staff, and areas that require further testing, monitoring, and investigation, for staff approval before proceeding with further tasks.

Phase 2 - Audit and Scenario Modelling - Activities

- Based on recommendations from Phase 1, conduct a detailed energy audit (ASHRAE level 2 equivalent or greater) of building systems and envelope, including the heat recovery system and other interconnected components.
- Simulate the impact various ECMs, carbon reduction measures (CRM), integration of renewable energy sources and systems, back-up systems, and resiliency measures to determine the impact on overall building operation, as well as the impact on sub-system performance. Emphasis should be given to measures that simplify building operation and control and reduce energy and emissions.
- Assess the feasibility of sharing excess thermal energy with existing city building across Poirier Street.
- Consider long term assumptions like carbon regulations and prices on carbon in evaluating the economics of system upgrades.
- Evaluate the control systems currently in place and recommend updates or improvements.
- Assess the facility's resilience to extreme weather events and emergencies using best practices (e.g. PIEVC), considering its role as a cooling center during heatwaves and the primary Emergency Operations Centre (EOC) for the City. Events should include those deemed high risk through the Climate Adaptation Strategic Plan.

Deliverables: Memo and presentation that summarizes Phase 2 activities and recommended next steps.

Phase 3 – Solution Pathways Development - Activities

- Identify pathways for energy-saving opportunities and potential greenhouse gas (GHG) reduction strategies based on the analysis and modeling results that meet the City's targets and address thermal energy balancing.
- Illustrate that solutions do not negatively impact utility, operational or maintenance costs.
- Evaluate each solution based on technical feasibility, cost-effectiveness, GHG and energy impact, and any other criteria provided by staff.
- Prioritize the solutions based on their potential impact, alignment with the City's sustainability goals and targets, and feasibility within the project's budget constraints.
- Evaluate the feasibility and effectiveness of renewable energy integration, such as reactivating the geo exchange field and solar hot water system, and adding additional renewable sources and systems.

- Propose resilience measures to enhance the facility's ability to withstand and respond to extreme events, such as low carbon backup power systems, improved insulation, or alternative energy sources.
- Prioritize the implementation schedule of resilience measures based on their potential impact, feasibility, and alignment with the City's emergency preparedness goals.
- Develop detailed implementation plans for the selected solutions, including estimated timelines, resource requirements, costs, savings, and potential challenges to be addressed.

Deliverables: Prepare a memo and presentation summarizing Phase III activities for staff review and comment.

Phase 4 – Results and Implementation Planning - Activities

- Identify potential grants and incentives available at the local, regional, provincial, and national levels to support the implementation of the projects.
- Identify no cost and low-cost capital measures as they relate to energy efficiency.
- Prepare the draft energy study report and present to staff for comments and feedback. This draft should include, but not be limited to, the following:
 - System retrofit scope with schematic sketches or proposed options.
 - Associated electrical, structural and/or architectural scope of work.
 - Documented findings and feedback during the onsite walkthrough, including the stakeholder list.
 - Identify potential limitations and risks with the proposed options.
 - Asset renewal plan
 - Project list, with estimated GHG emission reduction, energy savings, and annual utility cost savings, with NPV over lifetime carbon emission savings for each project.
 - Proposed design and construction schedule for each phase of upgrades. Include temporary provisions if applicable.
 - Class C itemized cost estimates for the proposed options including itemized breakdown costs for equipment, by phase.
 - Documented assumptions.
 - All other report requirements as per applicable FortisBC and/or BC Hydro incentive programs.
- Revise final report incorporating staff feedback.

Deliverables: Draft and final PLSC Energy Study Report and presentation with associated appendices of information as required. **NOTE:** To help inform City budget requests, the Project List should be provided as a separate deliverable and attached to the final report as an appendix.

3.7 Work Schedule

The Consultant is responsible for their availability and ability to meet time schedule and completion date. Proponents are to confirm they will meet the City's expectations with a written acknowledgement of the ability to deliver the required Services to the City given the Proponents' existing workload and future commitments.

WORK SCHEDULE		
-	Project Kick-off	October 2023
Phase 1	Preliminary Assessment	October – November 2023
Phase 2	Audit and Scenario Modelling	November 2023 – January 2024
Phase 3	Solution Pathways Development	January – March 2024
Phase 4	Results and Implementation Planning	March – April 2024

Proponents should note that the dates outlined in the **Work Schedule** table above are there as a guide for the seamless progression of the project through the project phases, **but the Target Date set for Total Completion of this project is not a guide and must be adhered to and met.** Target Timelines in Schedule are subject to adjustments at the sole discretion of the City.

Drafts of all deliverables must be submitted for review by City Staff before final submission, and review periods must be considered in the timelines below. Staff will strive to review draft materials prepared by the consultant within five to ten working days, and Consultants should anticipate revisions of draft deliverables before final approval.

Based on the recommendations provided through this scope of work, the City will proceed to the next steps of this project. Tentative timelines are presented below:

FUTURE STEPS – OUT OF SCOPE FOR THIS RFP (SEE SECTION 1.4)	
Procure Consultant(s) for implementation	October – December 2024
Implementation – Design Phase	January – June 2025
Implementation – Contractor Procurement	June – August 2025
Implementation - Construction	August 2025 – December 2026
Commissioning / Performance Verification	January – December 2027

3.8 Completion Date

The Consultant must submit the final Project List by **March 31st, 2024**. All other deliverables and materials must be completed and submitted to the City on or before **April 30th, 2024**.

3.9 Project Organization and Management

The Consultant will work with staff from the City, including regular in-person and/or virtual update meetings.

The City will determine a Project Manager. The Project Manager will solicit feedback from key staff at each phase of project development and may involve a small group of additional staff in meetings with the Consultant. It is intended that the Consultant work collaboratively with the Project Lead and other City staff, as required, throughout the process.

The Consultant will be responsible for recording all meeting minutes, including significant proceedings and decisions, identifying ‘action by’ parties, and will reproduce and distribute copies of minutes within two (2) working days after each meeting. The Consultant will transmit the meeting minutes to meeting participants including those who were not in attendance.

The Consultant will lead and otherwise be responsible for all elements of the Services, including reporting at key milestones, tracking project budget, timely communications with the City's Project Manager on emerging project issues, and maintaining complete documentation (i.e. minutes, presentations) from internal and external meetings.

The Consultant lead must receive written approval from the Project Manager for any task or personnel reassignments on the Consultant team.

3.10 Documents

The Consultant will provide original documents and transfer final digital files to the City. The format of the digital files will be compatible with the City's versions of MS Suite and PDF's, and other file formats as needed and requested by the City. Digital file transfer is to be electronically through the City's file transfer portal and email to City staff.

3.11 Fee Schedule and Cost of Services

- a) Proponents **must complete and submit** with their Proposal, a **Schedule of Fees and Effort, as per the attached Proposal Submission Form**, for all of the Services outlining level of effort by each team member, including hourly rates and total lump sum pricing. The hourly rates will be used to value additional services if required. The fee schedule should show the maximum upset limits that the Consulting Team will not exceed unless the City's Project Manager request additional services which are beyond the Scope of Services as outlined in this RFP.
- b) To ensure eligibility to BC Hydro and FortisBC incentive programs, Proponents must provide a breakdown of the estimated costs by phase and by measure type (i.e., low carbon electrification, energy efficiency, distributed generation, gas saving measures, etc.).
- c) The Proponent shall include in the fee schedule all sub Consultant fees and all Consulting Team disbursements.
- d) The Proponent shall indicate any additional 'Optional Services' or costs not accounted for in the fee schedule as part of the proposal submission.
- e) The successful Consultant will not be able to claim any additional cost as a result of changes to the Schedule or order of works. This condition shall be in effect for the duration of the project.

The Consulting Services Price Total' will form the budget for the full scope of the Services, including all details and deliverables specified in this RFP.

The Price total includes business administration services, disbursements, costs, charges, expenses, of any sort (excluding GST) for the Consultant to complete the Project to the City's standards in accordance with the work schedule provided in this RFP.

3.12 Resources and Reference

The following previous studies have been completed and should be used as a reference point for the study:

- Previous Studies and Reports:
 - Energy Study, completed by SES Consulting (September 2018)
 - Solar Energy in Coquitlam, completed by Energy Canvas (2018)

- Addendum #1, Energy Storage at PSLC (Nov 2018)
- Electrical Feasibility Study, Backup Power, completed by O’M Engineering (March 2022)
- Cooling Refuge Feasibility Study, completed by Polar, First Light Energy & O’M Engineering (April 2022)
- Fortis BC Custom Efficiency Program Study, completed by Polar, First Light Energy & TC Thermenex (October 2022)
- Energy and Emissions Data (to be provided to successful proponent)
 - Coquitlam Corporate Energy and Emissions Inventory
 - Coquitlam Community Energy and Emissions Inventory (if required)
 - Corporate Building Utility Data
- Related Plans and Strategies
 - Environmental Sustainability Plan (January 2022)
 - Climate Adaptation Strategic Plan (October 2021)
 - Hazard Risk and Vulnerability Assessment (ongoing, updates to be provided to successful proponent as available)

Appendix A

Contract No. 23-082

PSLC Energy Study

Consulting and Professional Services Agreement

Section 0100	Pages 2 – 4
Section 01200	Page 5
Section 01400	Pages 6 – 15
Section 01600	Pages 16 - 19

- 3.1 Subject to the terms and conditions of this Agreement and in consideration for the satisfactory performance of the Services, the City shall pay to the Consultant a fee not to exceed **“Insert Contract Value: (\$XX,XXX.XX)”** excluding GST, including expenses, for the Services to be provided as outlined in Section 01200 Schedule of Fees, Rates and Charges.
- 3.2 Where progress payments are required the Consultant shall be paid on the basis of monthly progress billings for services performed and invoices approved by the City, all in accordance with Clause 18 of Section 01400.
- 3.3 The Agreement amount stated in Clause 3.1 does not include any applicable taxes, which are to be shown separately on all invoices submitted by the Consultant.

4.0 Time of The Essence:

- 4.1 Time shall be of the essence in the performance of the Services.

5.0 Entire Agreement:

- 5.1 When duly executed by authorized officers of both parties, this Agreement constitutes the entire Consulting and Professional Services Agreement between the parties with respect to the subject matter hereof.

6.0 Amendment:

- 6.1 The Contract Documents shall not be amended except as specifically agreed to in writing by both the City and the Consultant.

7.0 Contract Administrator:

- 7.1 For the purposes of this Agreement, the City designates as its Contract Administrator:

Name
Title
City of Coquitlam
3000 Guildford Way, Coquitlam, BC V3B 7N2
T: 604-927-XXXX E: email@coquitlam.ca

- 7.2 For the purposes of this Agreement, the Consultant designates as its Contract Administrator:

Contract Administrator Contact
Title
Company name
Address
T: E:

8.0 Inurement:

8.1 This Agreement shall inure to the benefit of and be binding upon the City and the Consultant and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

AGREED:

SIGNED on behalf of the City:

Authorized Signatory

Authorized Signatory

Name & Title

Name & Title

Date

Date

SIGNED on behalf of the Consultant:

Authorized Signatory

Authorized Signatory

Name & Title

Name & Title

Date

Date

1.0 Scope of Services:

Refer to RFP 23-082 Consulting Services – PSLC Energy Study issued XX, XX, XXXX

2.0 Deliverables, Tasks, Milestones, Timelines:

Refer to RFP 23-082 Consulting Services – PSLC Energy Study issued XX, XX, XXXX and
“Proponent’s Name” Proposal dated XX, XX, XXXX

3.0 Consultant Project Team:

Refer to “Proponent’s Name” Proposal dated XX, XX, XXXX.

4.0 Consulting Fee & Rates:

Refer to “Proponent’s Name” Proposal dated XX, XX, XXXX.

1.0 DEFINITIONS:

In this Agreement

- 1.1 “Agreement” means the agreement set out in Section 01000.
- 1.2 “Contract Administrator” has the meaning in Section 01000 Clause 7.0.
- 1.3 “Services” has the meaning set out in Section 01000 Clause 2.1, and
- 1.4 “Subcontractors” means the independent consultants, associates and subcontractors retained by the Consultant to assist in the performance of the Services.

2.0 ASSIGNMENT:

- 2.1 The Consultant shall not assign the Agreement, in whole or in part, or any payments due or to become due under the Agreement, without the express written consent of the City.

3.0 STANDARD OF CARE AND QUALIFICATIONS:

- 3.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by consultants experienced in providing such Services. The Consultant acknowledges that its qualifications and experience were a major factor in the selection of the Consultant for the work set out in this Agreement.
- 3.2 Without limiting any other remedy which the City may have, the Consultant at its sole cost upon written request of the City shall rectify any of the Services which have not been performed in accordance with the care, skill and diligence set out in Clause 3.1 or which have otherwise not been performed in accordance with the terms of this Agreement and in addition the Consultant shall do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly rectified or performed in accordance with the terms of this Agreement.
- 3.3 The Consultant shall be responsible for the degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide that portion of Services to be provided by such Subcontractors.

4.0 CONFIDENTIALITY:

- 4.1 **Definition of Confidential Information.** In this Agreement, “Confidential Information” means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel, and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.
- 4.2 **Obligation of Confidentiality.** It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other

party. During the term of this Agreement and for a period of five (5) years thereafter, subject to Clause 4.3 and 4.4, each party agrees:

- (a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees, or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and
- (b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party's prior written approval.

4.3 **Freedom of Information and Protection of Privacy Act.** The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the City under this Agreement may be subject to disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause, the "Act").

4.4 **Designation of Confidential Information.** The Consultant acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the City fits within Section 21 of the Act, the Consultant must specifically advise the City and request the City not to disclose that information.

4.5 **Return of Confidential Information.** Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Consultant required by the City to make use of any work product under this Agreement.

5.0 CITY'S RESPONSIBILITIES:

5.1 The City shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as the Contract Administrators agree necessary or appropriate under this Agreement.

6.0 INDEMNITY:

6.1 Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City and its successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its Sub-consultant(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the City, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

6.2 The terms and conditions of Clause 6.1 shall survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

6.3 The indemnity provided in Clause 6.1 by the Consultant to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Clause 11 or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

7.0 NO WAIVER:

7.1 No action or failure to act by the City shall constitute a waiver of any right or duty under the Agreement, or constitute an approval or acquiescence in any breach there under, except as may be specifically agreed in writing by the City.

8.0 CONSULTANT STATUS:

8.1 This is an agreement for the performance of Services and the Consultant is engaged under the Agreement as an independent Consultant for the sole purpose of providing the Services. Neither the Consultant nor any of the Consultant's personnel is engaged by the Agreement as an employee, servant or agent of the City.

8.2 It is understood and agreed that the Consultant will act as an independent consultant and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement and Section 01200 Schedule of Fees, Rates and Charges.

9.0 DOCUMENTATION, PATENT AND COPYRIGHT:

9.1 **Title.** The title, property rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the City without any payment by the City therefor.

9.2 **Patent and Copyright.** The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the City without any payment by the City therefor.

9.3 **Further Assurances.** The Consultant shall upon request by the City, do all such things and execute and deliver to the City all such documents and instruments as the City shall reasonably require in order to vest title, property rights and ownership in the City as provided in Clause 9.1 and 9.2 and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the City's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

9.4 The City will not sell or transfer those rights without Consultant permission

10. NOTICES:

10.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, or by facsimile addressed to the party for whom it is intended at the address specified in Clause 7 of the Form of Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

11.0 WORKERS' COMPENSATION, INSURANCE AND BUSINESS LICENCE:

11.1 Workers' Compensation Board (WCB) Requirements

11.1.1 The Consultant agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement had been paid in full.

11.1.2 The Consultant shall provide the City with their Workers' Compensation Board registration number and a "Clearance Letter" from WorkSafeBC confirming that they are registered and in good standing with the Workers' Compensation Board and that all assessments have been paid to the date.

11.1.3 The Consultant shall indemnify the City and hold them harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

11.2 Insurance to be provided by the Consultant

11.2.1 The Consultant shall provide, maintain and pay for the following insurance:

(a) Commercial General Liability Insurance

Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than **\$2,000,000**. per occurrence, indicating that the City is an additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

The Policy shall contain a clause providing that the City will receive 30 days' notice of cancellation or of any material change in coverage that will reduce the extent of coverage provided to the City. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company that is, in all respects, acceptable to the City.

(b) Automobile Liability Insurance

Automobile liability insurance with respect to owned and leased automobiles used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000, inclusive for each and every loss.

(c) Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than **\$500,000**, per claim and **\$1,000,000**. Aggregate for each loss. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

(d) Consultant Equipment Insurance

"All risks" equipment insurance covering owned and non-owned machinery and equipment used by the Consultant for the performance of the Services to its full replacement value.

11.2.2 Prior to commencing any work the Consultant shall provide to the City certificates of insurance that shall include a provision that such insurance shall not be cancelled or modified without at least 30 days' written notice to the City.

11.3 City of Coquitlam Business Licence

11.3.1 Where the head office of the Consultant is located within the City of Coquitlam and/or where the Consultant is required to perform any work at a site within the City of Coquitlam, the Consultant shall have a valid City of Coquitlam business license throughout the duration of the Agreement.

12.0 DELAY IN PERFORMANCE:

12.1 Neither the City nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the City or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

13.0 SEVERABILITY:

13.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

14.0 CONFLICT OF INTEREST:

14.1 The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of the Agreement, the Consultant shall declare it immediately in writing to the City. If the Consultant does declare a conflict of interest the City may direct the Consultant to resolve the conflict of interest to the City's satisfaction and the Consultant shall do so.

15.0 GOVERNING LAW:

15.1 The Agreement shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to arbitration under Clause 16, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

16.0 DISPUTE RESOLUTION:

16.1 All claims, disputes or issues in dispute between the City and the Consultant shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.

16.2 In the event that the parties agree to arbitration, pursuant to Clause 16.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.

16.3 In the event that the parties agree to arbitration, the arbitration shall take place in Vancouver, British Columbia and be governed by the laws of British Columbia.

16.4 The procedure set out in this Clause 16 is not meant to preclude or discourage informal resolution of disagreements between the City and the Consultant.

17.0 TERMINATION:

Termination for Default

- 17.1 The City may terminate the Agreement if the Consultant at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the City giving written notice thereof.
- 17.2 The City may terminate the Agreement in whole or in part in writing if the Consultant defaults in the fulfilment of any or all of its obligations under this Agreement provided that, except in the case where the City acting reasonably deems it impractical, the Consultant shall be entitled to cure the default within 10 days of receipt of written notice from the City. Failure to cure the default within the 10-day period or as mutually extended by agreement between the City and the Consultant, shall entitle the City to terminate this Agreement immediately.
- 17.3 If the City terminates the Agreement under Clause 17.1 or 17.2, upon receipt of written notice of termination, the Consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Termination without Default

- 17.4 Notwithstanding the provision of Clause 17.1 or 17.2, the City shall be entitled at any time during the Agreement to terminate this Agreement upon thirty (30) days written notice to the Consultant. Upon receipt of written notice of termination, the consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.
- 17.5 Upon termination under Clause 17.4, the City shall pay to the Consultant in accordance with Section 01200 for the Services provided to the date of termination together with the actual and reasonable out-of-pocket expenses directly and necessarily incurred by the Consultant as a result of the termination. The Consultant may not claim loss of profit on the balance of the Services not fulfilled because of the termination.

18.0 PAYMENT:

- 18.1 Consultant is required to forward to the City's Project Manager a draft copy of the invoice for review **five (5) business days prior** to formal submission to the City.
- 18.2 The Consultant shall submit invoices to the City sent by email to: apinvoices@coquitlam.ca for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. GST is to be shown as a separate item.
- 18.3 All Fee (Lump Sum) invoices are to be accompanied by a cost status breakdown showing information regarding percentage complete and percentage invoiced, all with associated costs. Invoices not containing the summary cost status will not be processed until the information is provided.

- 18.4 The invoice submitted for each billing period shall be clearly itemized to show the PO number, amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Consultant shall also provide to the City upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the City shall request.
- 18.5 Payments will be made in portions of the fixed lump sum amounts quoted based upon satisfactory completion of a portion of each of the project deliverables as determined by the Project Manager outlined above and in accordance with the fee schedule.
- 18.6 Except for the amounts which the City in good faith is disputing and except for any set off which the City may claim and except for invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence under Clause 18.2, the City shall pay invoices submitted to it for the Services within 30 days of receipt thereof.
- 18.7 The Consultant shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.
- 18.8 The Consultant will not be able to claim any additional cost as a result any delays caused by the consultants. The consultant shall be entitled to extra fees as result of changes to the scope by the owner or an extension to the schedule caused by owner or contractor.
- 18.9 Payments made to the Consultant shall not be construed as an unconditional acceptance of the work accomplished up to the time of payment.
- 19.0 SUBCONTRACTORS:**
- 19.1 The Consultant may retain Subcontractors to assist in the performance of the Services provided that, where appropriate, the terms of this Agreement shall apply to the Subcontractors and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The City may request a copy of Terms and Conditions entered into by the Consultant with any subcontractor and the Consultant shall comply. The Consultant shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.
- 19.2 Disbursements for which the Consultant shall not be reimbursed and shall be included as the design fee total for professional services include:
- .1 Drafting (AutoCAD, manual, supplies);
 - .2 Clerical support
 - .3 Computer Use;
 - .4 Courier and freight charges
 - .5 Telecommunications
 - .6 Travel (mileage, transportation, parking, vehicle, taxi, accommodation, meals);

- .7 Copying and Reprographics (Consultant's in-house drawings reproduction, review drawings and specifications, reports for sub-consultants' review);

20.0 EXTRA WORK:

20.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.

21.0 WORK AND SERVICES OMITTED:

21.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.

21.2 The Consultant must receive written approval from the City prior to commencing any additional works which will affect the project cost or schedule. A Change Order form must be submitted in the event the Consultant fees exceed the original proposed purchase order amount. In this situation the Consultant will be requested to submit scope of work change alternatives to meet the budget.

21.3 A separate schedule of values is required as supporting documentation to the invoice for all additional services.

21.4 Any invoice encompassing extra work or additional work not previously approved in writing will not be accepted by the City.

22.0 WORK AND SERVICES OMITTED:

22.1 Upon receipt of written direction from the City, the Consultant shall omit Services to be performed under the Agreement. The Consultant shall have no claim against the City for loss associated with any omitted Services.

23.0 WITHHOLDING OF PAYMENTS

23.1 The City may withhold payment to the Consultant as necessary to protect the City relating to unsatisfactory performance or quality of work;

23.2 No interest shall accrue on payments withheld by the City. Interest payments will only be considered where it is agreed that the City erred in its information causing the withholding of payment.

23.3 The withholding of any payment shall not affect the Consultant's obligation to continue performance of work.

24.0 THIRD PARTY RIGHTS:

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

25.0 LIMITATION OF LIABILITY:

25.1 In no event will the City be liable to the Consultant for any incidental, indirect, special or consequential damages arising out of, or in connection with this Contract.

26.0 CHANGES TO SCOPE OF SERVICES:

26.1 The City may at any time vary the scope of work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit or limits in Clause 3.0 (Agreement Amount) of Section 01000 (FORM OF AGREEMENT) as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work, the Consultant shall so advise the City within ten (10) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

27.0 NON-RESIDENT WITHHOLDING TAX:

27.1 If the Consultant is, at any time, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended, then, and the Consultant hereby so agrees, the City may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Canada Revenue Agency, Taxation sums not greater than the greater of:

27.1.1 Fifteen percent (15%) of all monies payable under this Agreement; and

27.1.2 sums required to be withheld and remitted by the *Income Tax Act* of Canada as amended.

27.2 The City will receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City on sums withheld, not remitted as aforesaid, and later paid directly to the Contractor.

27.3 Exemption from this withholding tax is available in some circumstances, but the Consultant must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days prior to commencing services for a "Certificate of Exemption".

28.0 ADVERTISEMENT:

28.1 The Consultant will not advertise its relationship with the City without prior written authorization from the City.

PRIVACY PROTECTION SCHEDULE

DEFINITIONS

1. In this Schedule,
 - (a) "**access**" means disclosure by the provision of access;
 - (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Consultant as a result of the Agreement or any previous agreement between the Public Body and the Consultant dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

PURPOSE

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Consultant is aware of and complies with its statutory obligations under the Act with respect to personal information.

COLLECTION OF PERSONAL INFORMATION

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant may only collect or create personal information that is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant must tell an individual from whom the Consultant collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Consultant's collection of personal information.

ACCURACY OF PERSONAL INFORMATION

6. The Consultant must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Consultant or the Public Body to make a decision that directly affects the individual the information is about.

REQUESTS FOR ACCESS TO PERSONAL INFORMATION

7. If the Consultant receives a request for access to personal information from a person other than the Public Body, the Consultant must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Consultant to provide such access and, if the Public Body has advised the Consultant of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

CORRECTION OF PERSONAL INFORMATION

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Consultant must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Consultant of the date the correction request to which the direction relates was received by the Public Body in order that the Consultant may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Consultant must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Consultant disclosed the information being corrected or annotated.
11. If the Consultant receives a request for correction of personal information from a person other than the Public Body, the Consultant must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Consultant of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Consultant must also promptly provide that official's name or title and contact information to the person making the request.

PROTECTION OF PERSONAL INFORMATION

12. The Consultant must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

STORAGE AND ACCESS TO PERSONAL INFORMATION

13. Unless the Public Body otherwise directs in writing, the Consultant must not store personal information outside Canada or permit access to personal information from outside Canada.

RETENTION OF PERSONAL INFORMATION

14. Unless the Agreement otherwise specifies, the Consultant must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

USE OF PERSONAL INFORMATION

15. Unless the Public Body otherwise directs in writing, the Consultant may only use personal information if that use is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

DISCLOSURE OF PERSONAL INFORMATION

16. Unless the Public Body otherwise directs in writing, the Consultant may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Consultant must not disclose personal information outside Canada.

NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

18. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Consultant:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Consultant knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Consultant must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

NOTICE OF UNAUTHORIZED DISCLOSURE

19. In addition to any obligation the Consultant may have to provide the notification contemplated by section 30.5 of the Act, if the Consultant knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Consultant must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

INSPECTION OF PERSONAL INFORMATION

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Consultant, enter on the Consultant's premises to inspect any personal information in the possession of the Consultant or any of the Consultant's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Consultant must permit, and provide reasonable assistance to, any such inspection.

COMPLIANCE WITH THE ACT AND DIRECTIONS

21. The Consultant must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Consultant as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Public Body under this Schedule.

22. The Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

NOTICE OF NON-COMPLIANCE

23. If for any reason the Consultant does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Consultant must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

TERMINATION OF AGREEMENT

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Consultant, terminate the Agreement by giving written notice of such termination to the Consultant, upon any failure of the Consultant to comply with this Schedule in a material respect.

INTERPRETATION

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the “Consultant” in this Schedule includes any sub-consultant or agent retained by the Consultant to perform obligations under the Agreement and the Consultant must ensure that any such sub-consultants and agents comply with this Schedule.

27. The obligations of the Consultant in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Consultant must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Consultant to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



PROPOSALS SUBMISSION FORM

RFP No. 23-082

Poirier Sports and Leisure Complex Energy Study

Proposals will be received on or before 2:00 pm local time on:

Friday, September 08, 2023

(Closing Date and Time)

INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposal submissions are to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the "Subject Field" enter: RFP Number and Name

2. Add files in .pdf format and "Send"

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3037.

Legal Name of Proponent	
Contact Person and Title	
Business Address	
Telephone	
Email Address	

1. DEPARTURES AND AWARD

a) CONTRACT - I/We have reviewed the [City’s Consulting and Professional Services Agreement](#) and would be prepared to enter into in an agreement that incorporates the City’s Stand Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

b) SERVICES - I/We have reviewed the Scope of Services as descibed in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requirements – Requested Departure(s) / Alternates(s) / Addition(s)

c) AWARD - For eligibility of award, the City requires the succesful Proponent to complete and have the following in place before providing the Goods and Services.

i. WCB - WorkSafe BC coverage in goodstanding and further, if an “Owner Operator” is involved, personal operator protection (P.O.P.) will be provided:	WCB Registration Number:
ii. Insurance – Provide Insurance coverage as per the Certificate of Insurance – Consultant Form	
iii. Vendor Info - Complete and return the City’s Vendor Profile and Electronic Funds Transfer Application (PDF)	
iv. Business License - A City of Coquitlam or Tri Cities Intermunicipal Business License	
As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):	

d) CONFLICT OF INTEREST DECLARATION - Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

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2. **MANDATORY REQUIREMENTS**

a) Is Proponent a FortisBC-approved consultant?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please attach a copy to your Proposal Submission	
b) Is Proponent registered in the BC Hydro Alliance of Energy Professionals?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please attach a copy to your Proposal Submission	

3. CORPORATE

a) CAPABILITIES, CAPACITY AND RESOURCES - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):
i. Structure of the Proponent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.):
ii. Provide a detailed narrative as to the Proponent’s understanding of the project objectives, outcomes and vision:
iii. Proponent is to state any value added benefits and activities they can provide in delivering the Services. Provide details:
iv. Proponent is describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes their capacity to take on this project in regards to other work the Proponent may have ongoing:
v. Proponent is to provide a narrative as to their experience in facility decarbonization master planning:

b) REFERENCES – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):

Reference No. 1	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

Reference No. 2	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

Reference No. 3	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

c) SUB-CONSULTANTS - The following Sub-contractors will be utilized in provision of the Services and will comply with all the terms and conditions of this RFP. No changes, additions or deletions are to be made to these subcontractors without the City's written approval:

Sub-Consultants No. 1	
Legal Name	
Trade/Services Performed	
Background and Experience	
Qualifications	
Contact Information	Name:
	Phone Number:
	Email Address:

Sub-Consultants No. 2	
Legal Name	
Trade/Services Performed	
Background and Experience	
Qualifications	
Contact Information	Name:
	Phone Number:
	Email Address:

d) KEY PERSONNEL – Proponent proposes the following key personnel for the Services stated in the RFP. No changes, additions or deletions are to be made to these Key Personnel without the City’s written approval. *(please attach resumes as an attachment to the Proposal Submission)*

NAME	TITLE/POSITION	RELEVANT EXPERIENCE	QUALIFICATIONS	BC HYDRO AND FORTIS BC APPROVED CONSULTANT (Y/N)
(use the spaces provided and/or attach additional pages, if necessary)				

4. SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

a) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY
i. Describe all initiatives, policies, programs and product choices that illustrate your firm’s efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City
ii. What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:
iii. What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises or Indigenous owned businesses:
iv. What policies does your organization have to support reconciliation with indigenous peoples?

5.

TECHNICAL

a) APPROACH and METHODOLOGY - Summarize the key features of your Proposal and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the work.
I. Approach - Proponent is to state how their organization will approach the Project and engage withn the Cities to deliver the Services:
II. Methodology – State the methodology the Proponent will utilize to deliver the Services:
III. Work Plan – Provide a work plan that provides a breakout of the tasks necessary for each Phase of the Services along with proposed outcomes for each Phase. Clearly state any deviations from the City’s suggested Scope of Services:
IV. Challenges – Describe the challenges anticipated and how the Proponent intends to mitigate these.
V. Quality Assurance - Provide the measures the Proponent will use to maintain quality control for the Services being performed.

b) Proposed Work Schedule and Milestone Dates

The City has included a proposed work schedule along with milestone dates within this RFP. The work schedule will be an important part of the evaluation process. Proponent is to state if they are able to meet these dates or provide an alternate schedule for consideration:

The Proponent is able to meet Proposed Work Schedule:

Yes

No

I. **If NO**, please provide explanation and alternate schedule for consideration:

6. FINANCIAL

a) SCHEDULE OF FEES AND EFFORT - The fee schedule shall show an appropriate level of hours/effort for each of the project components, broken down by the Proponent’s team member(s) assigned to each component. The fee schedule shall show the maximum upset limits that the ‘Consulting Team’ will not exceed unless the City Project Manager requests additional services which are beyond the Scope of Services as outlined in this RFP. Proponent is to include any additional “Optional Services” or costs not accounted for in the fee schedule as part of the Proposal submission. The successful Proponent will not be able to claim any additional cost as a result of changes to the schedule or order of works or for project delays.

PHASE I – PRELIMINARY ASSESSMENT

ITEM NO.	TASK/DELIVERABLE	Indicate Assigned Staff, Number of Hours, and Rate/Hour			TOTAL PRICE (LUMP SUM) (exclude GST)
1.					
2.					
3.					
4.					
5.					
6.					
PHASE I – PRELIMINARY ASSESSMENT - PRICE					

PHASE II – AUDIT AND SCENARIO MODELLING

ITEM NO.	TASK/DELIVERABLE	Indicate Assigned Staff, Number of Hours, and Rate/Hour			TOTAL PRICE (LUMP SUM) (exclude GST)
1.					
2.					
3.					
4.					
5.					
6.					
PHASE II – AUDIT AND SCENARIO MODELLING - PRICE					

PHASE III - SOLUTION PATHWAYS DEVELOPMENT

ITEM NO.	TASK/DELIVERABLE	Indicate Assigned Staff, Number of Hours, and Rate/Hour			TOTAL PRICE (LUMP SUM) (exclude GST)
1.					
2.					
3.					
4.					
5.					
6.					
PHASE III - SOLUTION PATHWAYS DEVELOPMENT - PRICE					

PHASE IV – RESULTS AND IMPLEMENTATION PLANNING

ITEM NO.	TASK/DELIVERABLE	Indicate Assigned Staff, Number of Hours, and Rate/Hour			TOTAL PRICE (LUMP SUM) (exclude GST)
1.					
2.					
3.					
4.					
5.					
6.					
PHASE IV – RESULTS AND IMPLEMENTATION PLANNING - PRICE					

Attention Purchasing Manager:

7. **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City’s website www.coquitlam.ca/Bid-Opportunities, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services; submit this Proposal in response to the RFP.
8. **I/We** agree to the rules of participation outlined in the [Instructions to Proponents](#) and should our Proposal be selected, agree to the [City’s Consulting and Professional Services Agreement](#) and will accept the City’s Contract as defined within this RFP document.
9. **I/We acknowledge** receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal.

Addendum No.	Date Issued

This Proposal is submitted this ____ day of _____, 20_____.

I/We have the authority to sign on behalf of the Proponent and have duly read all documents.

Name of Proponent	
Signature(s) of Authorized Signatory(ies)	1.
	2.
Print Name(s) and Position(s) of Authorized Signatory(ies)	1.
	2.