

City of Coquitlam

Request for Proposals
RFP No. 22-035

Consulting Services

Tri-Cities Zero Emission Mobility Plan

Issue Date: May 26, 2022

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

[PROPOSAL SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

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| RFP Reference | RFP No. 22-035 Tri-Cities Zero Emission Mobility Plan |
| Overview of the Opportunity | The purpose of this RFP is to invite Proposals from qualified consulting firms with expertise in land use, sustainability, electric mobility and ZEV charging infrastructure technologies, services and costs, as well as experience in public engagement and municipal financing for the delivery of a Tri-Cities Zero Emission Mobility Plan.. |
| Closing Date and Time | 2:00 pm local time Wednesday, June 15, 2022 |
| 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| Withdrawal of Submission | Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.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

The following words and terms, unless the context otherwise requires, in the Request for Proposal document shall have the meaning set out below:

“Agreement” “Contract” means City 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.

“Applicant” means the City Coquitlam, the City of Port Moody and the City of Port Coquitlam

“Cities” and “Tri-Cities” means the City of Coquitlam, the City of Port Moody and the City of Port Coquitlam.

“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.

“Project Manager” means the City staff member appointed by the Cities 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 Request for Proposals

The City of Coquitlam on behalf of the Cities of Port Moody, Coquitlam, and Port Coquitlam invite Proposals from qualified consulting firms to provide expertise that will result in a Zero Emission Mobility Plan for the Tri-Cities region. Proponents are encouraged to collaborate with other organizations where necessary to achieve desired deliverables and outcomes.

1.2 Introduction

To make progress on municipal climate action goals, external assistance is required to conduct an analysis and outline a plan with specific actions that will result in reducing greenhouse gas emissions (GHG) from transportation and manage transportation-related climate risks in the communities. The result will be a Zero Emission Mobility Plan (“the Plan”)

The Plan will develop a custom approach to understanding opportunities for decarbonizing transportation modes, reducing risks to mobility from climate change and take into consideration actions and commitments at the regional, provincial and national level that can be downscaled to the community level. The plan should be flexible and include applying a low carbon resilience (climate mitigation and adaptation considerations) framework to synthesize processes and harmonize co-benefits of holistic climate planning, as well as applying an equity lens to ensure that any action considers and reduces barriers and impacts to those most vulnerable.

This project is partially funded by BC Hydro **on the premise that the outcomes and methodology are shared with other municipalities working on similar projects.**

1.3 Completion Date

The Consultant is to provide the final Zero Emission Mobility Plan **on or before March 15, 2023.**

1.4 Project Budget

The Cities have a combined project budget of **\$90,000.00** for the successful completion of the Services, including Disbursements, exclusive of GST.

1.5 Project Schedule

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.

1.6 Consulting Prerequisites

The Consultant’s team should be led by a sustainability professional and/or transportation planner supported by a multi-disciplinary team with expertise in land use, sustainability, electric mobility and charging infrastructure technologies, ZEV services and costs, as well as experience in public engagement and municipal financing.

1.7 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.

1.8 Sub-Consultants

The use of sub-Consultants is acceptable providing they are fully identified in the Proposal and understand 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 Cities, using the following criteria. This list is not intended to be exhaustive and is not ranked in order of preference or priority.

Corporate (50 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; Experience and Qualifications of team members;
- Qualifications, Experience and References - provide examples of similar successful projects, project dates, client names and contact information, description of team members role in each project

Technical (30 points)

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

Financial and Value Added Benefits (20 points)

- Schedule of Fees and Effort - Fee matrix with hourly rates and charges by level of effort (hours) associated to task and total lump sum fee including disbursements (exclude GST);
- Value Added Benefits
- Sustainable Benefits and Social Procurement

The Tri-Cities evaluation team will review the Proposals and rank them based on the evaluation criteria outlined above. The Cities 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 Cities 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 Cities may use that information to score the evaluation. Proponents authorize the City to verify information of references provided and success on these projects as well as other projects that may not be listed.

The Cities 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 Cities.

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 Cities may disclose the name of the Proponent and value of the awarded Contract.

1.10 Eligibility

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

- Enter into Contract with the Cities as provided in [Appendix A – Consulting and Professional Services Agreement](#), the City’s Consulting and Professional Services Agreement.
- Professional and Commercial General Liability (CGL) insurance coverage as outlined on the City’s [Certificate of Insurance - Consultant Form](#) . **Cities of Coquitlam, Port Moody and Port Coquitlam shall be added as additional insureds.**
- 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 Proposal 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 BC Hydro Grant – Funding Requirements

BC Hydro is providing a grant toward funding the Project and:

- a) BC Hydro may use all materials and intellectual property produced by Applicant in connection with the Project, including the deliverables under Section 4.1 (the “**Project Materials**”), whether or not protected by copyright, for internal purposes and for communication with its customers, and the Applicant hereby grants an irrevocable royalty-free, non-exclusive right and license to so use the Project Materials. Notwithstanding the foregoing, BC Hydro will maintain in confidence and will not disclose to any person other than its directors, employees, agents, contractors, or consultants who need to know for the performance of their duties, unless as required by law or any authority having jurisdiction, any Project Materials the Applicant, acting reasonably, indicates in writing to BC Hydro is confidential.
- b) During the Term of this Agreement, BC Hydro will inform the Applicant of all uses of the Project Materials.
- c) The Applicant agrees to acknowledge the Contribution Funds provided by BC Hydro in relation to the Project in all publications, publicity material and other forms of release or communication pertaining to the Project. Notwithstanding the foregoing, any acknowledgement of the Contribution Funds to be made by the Applicant must be preapproved in writing by BC Hydro.
- d) The Applicant will not use or publicize any BC Hydro logo without the prior written permission of BC Hydro.

3 SCOPE OF SERVICES

3.1 Background

The Cities are already experiencing the effects of climate change such as extreme heat, drought, extreme rain and storms (such as atmospheric rivers), river flooding, and wildfires and smoke causing poor air quality. These climate hazards are impacting infrastructure, services, and people who live and work in these communities. As such, it is imperative that these communities reduce emissions and prepare for a changing climate.

a) City of Port Moody

Port Moody has committed to a 40% reduction of GHG emissions by 2030 from 2007 levels and carbon neutrality by 2050. Port Moody's Climate Action Plan follows an integrated climate action framework that considers both aspects of climate change planning: climate mitigation and adaptation. This is called low carbon resilience. Integrating the two at all levels of policy, planning and practice will align climate action goals and advance the transition toward a more energy efficient, low carbon, resilient, and sustainable future. This approach results in streamlining resources and capacity, and mainstreaming climate action in a way that prevents contradictions, and identifies strategic co-benefits for health, infrastructure, equity and other community priorities. Port Moody would like to continue using the low carbon resilience framework in the Tri-Cities Zero Emissions Mobility Plan. Transportation is the dominant source of energy use and GHG emissions in the Tri-Cities. Based on the most recent transportation survey data, almost 83% of trips in Port Moody are done by vehicle and three quarters of these are single-occupancy trips. Of the remaining trips, half are by transit, half are by walking and a negligible number are by bicycle. Of passenger vehicles registered in Port Moody in 2020, approximately 3% were electric.

b) City of Port Coquitlam

The City of Port Coquitlam is in the process of developing a new Climate Action Plan looking forward to 2050. Building on the City's 2010 Corporate and Community Climate Action Plan, Port Coquitlam plans to adopt a comprehensive new made-in-PoCo Climate Action Plan combining input collected from the public, Council, kwikwəłəm (Kwikwetlem) First Nation and other key stakeholders with climate science, research and technical data. This new plan will align with emerging best practices through the low-carbon resilience approach described above, which sets out actions to both reduce greenhouse gas emissions and manage the impact of climate change on City services and the community. The intent is to adopt a new Climate Action Plan that demonstrates strong leadership, is ready for implementation, and has a focus on educating and engaging people to participate in achieving its objectives. The five key sectors assessed for risk and vulnerability to climate hazards are critical infrastructure, natural systems and assets, health, well-being and culture, housing, and economic development. A Zero Emissions Mobility Plan would also influence and be influenced by these five key sectors and thus help to advance the goals of the new Plan, pushing Port Coquitlam closer to reaching their climate action targets. Approximately 94% of all walking trips generated by Port Coquitlam are less than 4km, meaning that strategically, pedestrian improvements and treatments have been focused on short-

distance and local trips to have the highest impact. Although it is often used primarily for leisure and recreation purposes in Port Coquitlam, the bicycle is increasingly seen as a viable mode of transportation for many trip purposes. The lack of rapid transit connections to Port Coquitlam has been identified by residents as a significant barrier to increasing the long-term transit mode share for the community. Therefore, a Zero Emissions Mobility Plan could help bridge this gap and make transportation patterns less reliant on single-occupant passenger vehicles.

c) City of Coquitlam

The City of Coquitlam has committed to reducing corporate and community GHG emissions by 45% of 2007 levels by 2030 and achieving carbon neutrality by 2050. In a large geographic community like Coquitlam, getting around the City safely and conveniently is a top priority for the public. Recognizing that transportation is the biggest source of community GHG emissions, the City endeavors to make it easier to walk, roll or cycle to SkyTrain stations, bus routes and neighbourhood centres. The City also plays a direct role in encouraging mode shift, and supports a transition to transportation electrification by passing enabling legislation and providing public battery charging infrastructure. Together, these measures empower residents to make sustainable decisions about our transportation system that can also greatly reduce our carbon pollution. The City incorporates sustainability considerations into its City planning efforts, which includes the design of complete streets and compact neighbourhoods. Through this approach, the City directs over 50% of its growth into transit-oriented neighbourhoods that allow people to make more sustainable transportation and housing choices, and provides access to local amenities, jobs, shopping, etc., while also maintaining access to parks, open spaces and connection to green spaces and nature. In Coquitlam, almost 80% of trips are done by vehicle and three quarters of these are single occupancy trips. Of the remaining trips, the mode split is very similar to Port Moody. Of passenger vehicles registered in Coquitlam in 2020, approximately 2% were electric, and 3% were hybrid. In Port Coquitlam, approximately 86% of trips are done by vehicle.

3.2 Project Context

Without strong action to reduce greenhouse gas emissions from transportation, it will become increasingly difficult and expensive to maintain the high quality of life experienced in the Tri-Cities. At the same time, there is a need to ensure methods of mobility are resilient to the impacts of climate change already occurring due to past and continued GHG emissions, particularly if current choices, mode shares, and levels of consumption continue. The Tri-Cities Zero Emissions Mobility Plan is a collaborative partnership between all three tri-cities municipalities; Coquitlam, Port Coquitlam, and Port Moody. The Tri-cities have established a working relationship, recognizing that each municipality has different priorities, constraints, and resources. The partnership balances this by respecting what each municipality can offer and harnessing the fact that sub-regional collaboration provides many benefits. The benefits of this Tri-cities partnership include sharing the costs and risks while expanding the scope of work and deliverables, streamlining outcomes so that they are modular and scalable to meet multiple community needs, and working towards multiple priorities across three jurisdictions.

The Cities project team has had an initial meeting with Metro Vancouver, as the region intends to develop a regional Electric Vehicle Strategy. The scope of the regional strategy is not confirmed, and Metro Vancouver staff and tri-cities staff will continue to meet to inform Metro Vancouver work and discuss region-wide collaboration. Metro Vancouver will be a stakeholder in this project, reducing redundancy and overlap and prioritizing areas of authority and influence between the different levels of government.

The Cities are currently updating their strategic planning documents related to transportation, specifically:

- Master Transportation Plan (MTP) [both Port Moody and Port Coquitlam]
- Strategic Transportation Plan (STP) [Coquitlam].

These plans are higher-level master plans, covering the role of multi-modal transportation in the broader context of mobility. This Plan will take a detailed assessment of the ways in which local governments can accelerate the adoption of low-carbon and zero-emission mobility. This work and the Transportation Plans will be developed in collaboration, sharing information and aligning. The goals and targets below are related to reducing the greenhouse gas emissions of vehicular based trips, whereas each of the STP and MTP updates underway will focus on reducing the demand for longer-trips and shifting away from vehicular trips.

3.3 City of Port Moody Climate Action Plan

The plan includes several goals and targets that should be considered in the Zero Emissions Mobility Plan, including:

Transportation Climate Action Goals

- Support the use of alternative and zero-emission transportation options
- Encourage residents to use clean vehicles that emit low to zero levels of greenhouse gases

Transportation Climate Action Targets

- 40% of passenger vehicles, and 25% of commercial vehicles are electric by 2030

3.4 City of Port Coquitlam Environmental Strategic Plan

The plan contains several strategic directions that are directly applicable to this work, namely:

- Reflect a priority for active transportation (walking and cycling) in financial decisions.
- Create safe multi-functional local streets.
- Expand the network of safe, comfortable, continuous linkages for cyclists of all ages and abilities
- Support transportation behaviour change through education and awareness.
- Identify and plan for improvements to the transit system in Port Coquitlam.
- Use parking regulations as a tool to encourage alternative forms of transportation.
- Encourage a shift to fuel efficient, low-emission vehicles.
- Examine options for commercial goods movement that reduce GHG emissions.

3.5 Coquitlam Environmental Sustainability Plan (ESP)

The plan has established new targets for corporate and community GHG emissions reductions including:

- reducing by 45% of 2007 levels by 2030
- achieving carbon neutrality by 2050

The goals and actions of the ESP guide the development of this mobility plan including:

- Encourage sustainable modes of transportation
- Develop an Electric Mobility Strategy to advance vehicle electrification and support greater e-mobility in the City (e.g. develop an electric vehicle charging strategy, identify barriers to community e-mobility, review City fleet inventory for opportunities to transition to electrification and explore business cases around e-mobility)
- Develop policies, regulations and streetscape guidelines to manage curb space safely and efficiently, with an emphasis on encouraging walking, cycling, and transit and shared mobility.
- Promote and support incentives (e.g. preferential parking) for electric vehicle ownership and charging infrastructure and deliver enhanced outreach and education

3.6 Project Objectives

Recognizing that there may be alternative methodologies to achieve the intended outcomes of this project, Proponents are invited to present Proposals based on their recommended methodologies.

For this assessment Zero Emissions Vehicles (ZEVs) include, passenger vehicles, light and heavy-duty commercial vehicles, ride hailing, e-scooters, and e-bikes. Connected and autonomous vehicles and municipal fleets are not included in this scope and will be included in other programs and Strategic Plan updates. This assessment is intended to be fuel/propulsion agnostic.

Scenario Targets for Community Sustainable Transportation

The table below outlines currently adopted science-based climate change targets and community sustainable transportation targets. It should be noted that not all of the three Cities have adopted targets in all areas. The purpose of including this table is to provide information on precedent in the tri-cities for the consultant to use as proxy during scenario building. This work is not intended to revise or update targets, nor is it intended to adopt any new targets.

| Scenario | Coquitlam | Port Coquitlam | Port Moody |
|------------------------------|-----------|----------------|-------------|
| Residential EV target | - | - | 40% by 2030 |
| Commercial EV target | - | - | 25% by 2030 |

| | | | |
|--|---|---------------------|--|
| Sustainable Transportation Modes (i.e. walking, transit, bike etc.) | By 2031, 30% of all trips by sustainable modes (STP 2012) | - | TBD during MTP update. By 2030, residents walk, cycle, or take transit for 40% of trips |
| GHG Reductions | Reducing by 45% of 2007 levels by 2030 | DRAFT - 50% by 2030 | Reducing by 40% of 2007 levels by 2030 |
| Carbon Neutrality | 2050 | DRAFT - 2050 | 2050 |

Upon completion of the project, the Consultant will provide the Cities with a Zero Emissions Mobility Plan that will consider the above-mentioned transportation-related goals and targets and include the following project objectives:

- Performing an analysis of the mobility and infrastructure landscape in the tri-cities including zero emission vehicle (ZEV) adoption, access to ZEV fueling infrastructure, affordability, gap analysis, ZEV adoption forecast, ZEV fueling infrastructure demand, and reviewing policies and strategies in other jurisdictions among other landscape information as appropriate/available. This should include methods of obtaining and consistently measuring data over time to inform future updates;
- Downscaling of sustainable mobility strategies in higher level policy documents such as Federal commitments and programs, draft Metro Vancouver Climate 2050 (Transportation Roadmap), draft Metro Vancouver Clean Air Plan etc., aligning with and building off actions and strategies in the documents that are within local authority, and learning from other municipalities who are leaders in the low carbon mobility sector;
- Building in flexibility and consideration of future legislation and policy changes that may alter the transportation landscape and governance (i.e. regional emissions requirements for passenger vehicles, regional EV charging strategy etc.);
- Applying a low carbon resilience framework to provide a list of specific actions for the sub-region and each municipality to undertake that will result in tangible and measurable reductions of GHG emissions from the transportation sector throughout the region and identifying opportunities based on climate projections that will increase resilience to future climate scenarios;
- The actions above should be developed with an equity lens to build in specific considerations for those most vulnerable;
- Determining the level of impact of each identified action on reducing GHG emissions and increasing resilience to climate change impacts and contribution to meeting transportation related goals and targets, including identifying action-level GHG reduction targets and key performance indicators;

- Identifying anticipated costs (to the city and stakeholders), recommended timelines of infrastructure investment and policy implementation, lead municipalities and departments to undertake each action, and other details as identified;
- Organizing the recommended actions into categories that balance cost, effort and impact; recommend actions that 1) should be monitored until changes in technology, increased access to technology or cost of delivering have changed, 2) would have greater value at this time using emissions offsetting methods (e.g. sequestration) rather than implemented to achieve targets;
- Produce a grant or funding roadmap tying project priorities to funding opportunities at the regional, provincial and federal level: and
- Developing engagement strategies and themes that can be embedded in the MTP and STP engagement processes.

3.7 Scope of Work

Phase 1 – Data Gathering Analysis

The Consultant will work with staff to establish a regular meeting schedule and:

- Share information to inform analysis of the mobility landscape. The analysis will include, but not limited to:
 - Reviewing mode share and related implementation actions from strategic transportation documents and update processes (MTP/STP), ZEV adoption provided through ICBC registration data, ZEV purchase volumes, use of micro mobility (e-scooters, e-bikes etc.) from the TransLink Trip Diary;
 - Understanding current access to ZEV fueling and transportation amenities (e.g. e-bike secure storage and charging) infrastructure for residents, businesses, visitors/tourism (e.g. home based and workplace vs public charging);
 - Understand and assess:
 - a. Affordability and ease of access to low carbon mobility options;
 - b. Damage to transportation infrastructure from climate impacts such as flooding, wind, and risk of vandalism;
 - c. Barriers to ZEV infrastructure installation;
 - d. Interruption of service to transportation from climate impacts, maintenance, and vandalism.
 - Build off of available information to inform an equity lens that identifies indicators of climate vulnerability (i.e. seniors, low income households, those most vulnerable to climate impacts)
 - Recognize the role and authority of local governments in decarbonizing mobility;
 - Consider areas that have been rezoned or are good candidates for redevelopment, or are unlikely to redevelop in the near future;

- Perform a gap analysis of the above;
 - Assess City EV charging user fees, EV infrastructure requirements for new developments, and other mechanisms currently in place;
 - Undertake ZEV adoption forecast scenarios - current trajectory and the adoption rates needed to reach targets, scenarios, and committed GHG reductions;
 - Review zero emission transportation policies and strategies in other jurisdictions and levels of government;
 - The analysis should include methods of obtaining and consistently measuring data over time to inform future updates; and
 - Evaluate the opportunity around recouping costs through the Low Carbon Fuel Standard.
- Understand climate change impacts to modes of transportation and particular groups that may be impacted by a changing climate by incorporating results of:
 - Coquitlam Adaptation Strategic Plan
 - Port Moody PIEVC MTP Assessment
 - Port Coquitlam climate risk and vulnerability assessment
 - Provide an assessment of available tools, policies, and best practices to decarbonize community mobility and improve resiliency of the transportation network.
 - Develop ZEV adoption scenarios building off of work in other communities like City of Surrey (e.g. low adoption - not meeting provincial targets, medium adoption - meeting provincial targets, high adoption - exceeding provincial targets)
 - One scenario should be inclusive of electric vehicle adoption rates of 40% for residential and 25% of commercial vehicles to align with established Port Moody goals

Phase 2 – Communications and Engagement

The Consultant and Tri-Cities Planning, Engineering and Communications staff will work together to:

- a) Review low carbon mobility engagement strategies in other jurisdictions;
- b) Identify potential questions to be explored in MTP/STP Surveys.
- c) Develop a communications and engagement themes and strategies document, including a list of recommended stakeholders and public to consult with, if different than STP and MTP engagement process stakeholders;
- d) Some themes may include, but are not limited to:
 - Transportation emissions and climate risk and vulnerabilities as they relate to mobility;
 - Benefits of low carbon mobility over traditional mobility (e.g. lifecycle impacts of infrastructure)

- Inform residents and businesses of their role in reducing mobility emissions and connect them to existing support programs and opportunities to do so;
- Discuss opportunities to receive feedback on a draft list of actions from stakeholders and the public, as appropriate through STP and MTP engagements underway; and
- Learn about obstacles and barriers that would prevent residents, businesses, and stakeholders from supporting the recommended actions.

Phase 3: Recommended Suite of Actions

The priority of this work is to be in alignment or complimentary to established objectives, programs and strategies developed through the respective tri-cities partner's Master and Strategic Transportation Plans.

The Consultant will work with staff to:

- a) Identify recommendations and opportunities that will directly and quickly result in the reduction of GHG emissions from mobility and increase resilience of the transportation network to climate impacts;
- b) Demonstrate impact on reducing GHG emissions and contributions towards the climate transportation related targets and goals;
 - Public engagement insights are available from Port Coquitlam's completed MTP for consideration. Port Moody and Coquitlam are leading public engagement through their MTP/STP processes in parallel. These anticipated community insights are to be considered for any recommendations or identified opportunities. Community sentiments should inform the recommendations of this project, including engagement themes in Master Transportation Plans (Port Moody and Port Coquitlam) and Strategic Transportation Plan (Coquitlam).
- c) The draft actions should consider, but not be limited to:
 - Partnership opportunities with private and public entities to invest in ZEV charging infrastructure in new and existing infrastructure;
 - Recommend actions that consider potential impacts to vulnerable populations (e.g. Jersey City Action Plan);
 - Recommended actions that consider ecosystem benefits (e.g. lining streets with green infrastructure to breakdown pollutants in runoff);
 - Integrate resiliency/redundancy needed for ZEV fueling stations (e.g. auxiliary solar powered);
 - A municipal mandate for EV charging in gas stations (City of Vancouver example)
 - Perform an analysis on investment pay back scenarios and help frame this work relative to the importance and co-benefits of GHG reduction;
 - Per capita ZEV fueling stations required to support ZEV adoption;

- Consider the role of local government, stratas, private businesses and other players in developing a suite of recommended actions;
 - The integration and design for ZEV co-operative vehicle schemes (e.g. curbside ZEV fueling infrastructure design and operation);
 - Downscale actions and policy directions from higher levels of government;
 - Consider and align with strategic plans currently being updated (Official Community Plans, Strategic/Master Transportation Plans, Climate Plans, etc.);
 - Outline responsibilities for implementing recommendations (i.e. organization leading, timeline, funding required, etc.)
 - Develop specific key performance indicators (KPIs) for each recommended action;
 - Explore sub-regional incentives and policies to support the adoption and use of ZEVs (e.g. annual pass for MURB residents to use City owned charging infrastructure); and
 - Recommendations should be based on sound and detailed analysis, best practices, and proven comparable methods in similar organizations.
 - Electric micro-mobility infrastructure should demonstrate inducing sustainable mode shift.
 - ZEV adoption scenarios for residential and commercial sectors.
- d) Create ZEV community infrastructure investment analysis based on ZEV adoption scenarios (neighbourhood and sub-regional analysis)
- e) Recommended actions should be broken down into categories based on the following scenarios:
1. Solutions exist and are feasible to achieve targets
 2. Solution is not proven, await innovation
 3. Not pursuing action, estimate cost to offset emissions
 - Identify the cost of inaction for recommended actions
 - Identify the co-benefits of actions
 - Produce a grant or funding roadmap tying project priorities to funding opportunities at the regional, provincial and federal level.
- f) Facilitate a meeting or workshop among all tri-city partners to present recommendations and find alignment opportunities across objectives, policies, programs and strategies before drafting Zero Emission Mobility Plan.

Phase 4: Draft Plan

The Consultant will:

- a) Take all inputs and feedback and compile a draft Zero Emission Mobility Plan and provide to staff for review;

- b) Prepare other documents to support the Plan’s adoption and provide to staff for review; and
- c) The Consultant will accompany staff in presenting the Plan for Council consideration for all three municipalities.

3.8 Deliverables

The deliverables for each Phase of the project are as follows:

Phase 1 Deliverables: Summary of mobility landscape analysis. Instructions on how to update and track data over time. All background analysis details provided to staff in an excel spreadsheet. List of assessed tools, gaps, policies, and best practices.

Phase 2 Deliverables: Review of zero emission mobility in other jurisdictions. Summary of recommended engagement themes and strategies for MTP and STP engagement and list of stakeholders and community members to target.

Phase 3 Deliverables: A draft document detailing the list of actions, methodology, and background information from phases 1 and 2.

Phase 4 Deliverables: Draft Zero Emission Mobility Plan and associated attachments and presentation to support the Plan’s adoption.

3.9 Schedule

The Consultant is responsible for their availability and ability to meet time schedule and Completion Date as stated below:

| Target Date | Milestone |
|----------------|--|
| June 2022 | Kick Off Meeting |
| July 2022 | Background and Context |
| August 2022 | Phase 1 Data Review |
| August 2022 | Phase 1 Deliverables |
| September 2022 | Phase 2 Deliverables |
| November 2022 | Phase 3 Deliverables |
| January 2023 | Workshop Presentation |
| February 2023 | Phase 4 Deliverable: Draft Zero Emission Mobility Plan |
| March 15, 2023 | Final Report: Zero Emission Mobility Plan |

3.10 Project Organization and Management

The Consultant will work with staff from the Tri-Cities, including possible in-person update meetings as required.

The Tri-Cities 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 Manager 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, 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.

3.11 Reference Documents

- [E-Mobility Strategy - October 2020 \(saanich.ca\)](#)
- [Electric Mobility Strategy - Final Engagement Summary - October 2020 \(saanich.ca\)](#)
- [Electric Mobility Engagement 2018-2019 Summary.pdf \(saanich.ca\)](#)
- [14045_129093804 \(webdamdb.com\)](#)
- [sus_2020.08.25_ev-e-bike_strat_final.pdf \(kamloops.ca\)](#)
- [Surrey Vision Zero Safe Mobility Plan](#)
- [Jersey City Action Plan](#)
- [Port Moody climate action plan](#)

3.12 Documents

The Consultant will provide original documents and transfer final digital files to the Cities. The format of the digital files will be compatible with the City’s versions of MS Suite and PDF’s. Digital file transfer is to be electronically through the Cities’ file transfer portal and email to City staff.

3.13 Fee Schedule and Cost of Services

- a) Proponents are to provide the break-out detail as requested in the Proposal Submission Form, **Schedule of Fees and Effort**, 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) The Proponent shall include in the **Schedule of Fees and Effort** all sub Consultant fees and all Consulting Team disbursements.
- c) The Proponent shall indicate any additional ‘Optional Services’ or costs not accounted for in the fee schedule as part of the Proposal submission.

- d) The successful Consultant will not be able to claim any additional cost because 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.

Appendix A

Contract No. XX XXX

Consulting and Professional Services Agreement

| | |
|----------------------|---------------------|
| Section 0100 | Pages 2 – 4 |
| Section 01200 | Page 5 |
| Section 01400 | Pages 6 - 15 |

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)” 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, 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 XX-XXX Consulting Services issued XX, XX, XXXX

2.0 Deliverables, Tasks, Milestones, Timelines:

Refer to RFP XX-XXX Consulting Services for 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.



PROPOSALS SUBMISSION FORM

RFP No. 22-035

Tri-Cities Zero Emission Mobility Plan

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

Wednesday, June 15, 2022
(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 described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

| Requirements – Requested Departure(s) / Alternate(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.

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. Proponent is to state relevant experience and qualifications as to the Services requested in the RFP: |
| |
| iii. Proponent is to provide a narrative as to their demonstrated ability to provide the Services requested in the RFP : |
| |
| iv. Proponent is to 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: |
| |

b) PROJECT UNDERSTANDING -Provide a detailed narrative as to the Proponent’s understanding of the project objectives, outcomes and vision, identifying major issues and opportunities presented in this RFP:

c) 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.

| LINE ITEM | NAME | TITLE/POSITION | RELEVANT EXPERIENCE | QUALIFICATIONS |
|-----------|------|----------------|---------------------|----------------|
| i. | | | | |
| ii. | | | | |
| iii. | | | | |
| iv. | | | | |
| v. | | | | |

(use the spaces provided and/or attach additional pages, if necessary)

d) SUB-CONSULTANTS – Proponent proposes the following sub-consultants that would be utilized for the Services stated in the RFP.

| LINE ITEM | NAME | TASKS | RELEVANT EXPERIENCE | QUALIFICATIONS |
|-----------|------|-------|---------------------|----------------|
| vi. | | | | |
| vii. | | | | |
| viii. | | | | |
| ix. | | | | |
| x. | | | | |

(use the spaces provided and/or attach additional pages, if necessary)

| | |
|---|--|
| e) RECENT EXPERIENCE AND REFERENCES - Contacts referenced should identify recent projects similar in size, scope and complexity. | |
| REFERENCE NO. 1 | |
| Year Started | |
| Year Completed | |
| Description of Contract | |
| Company | |
| Contact Person | |
| Telephone and Email | |
| Contract Value | |
| Key Personnel Involved on this Project | |
| Relevance to the Services | |
| REFERENCE NO. 2 | |
| Year Started | |
| Year Completed | |
| Description of Contract | |
| Company | |
| Contact Person | |
| Telephone and Email | |
| Contract Value | |
| Proponent Team Members Involved on this Project | |
| Relevance to the Services | |
| REFERENCE NO. 3 | |
| Year Started | |
| Year Completed | |
| Description of Contract | |
| Company | |
| Contact Person | |
| Telephone and Email | |
| Contract Value | |
| Proponent Team Members Involved on this Project | |
| Relevance to the Services | |

3. 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: | |
| | |
| 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. Proponent is to state if they are able to meet these dates or provide an alternate schedule for consideration: | |
| Can Meet the Completion Date | Yes <input type="checkbox"/> No <input type="checkbox"/> if No, please provide alternate schedule |
| Cannot meet the Schedule and proposes an alternate Schedule | |

4. FINANCIAL AND VALUE ADDED BENEFITS

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 1

| ITEM NO. | COMPONENT | Indicate Assigned Staff, Number of Hours, and Rate/Hour | | | TOTAL PRICE (LUMP SUM) (exclude GST) |
|-----------------|------------------|--|--|--|---|
| a) | | | | | |
| b) | | | | | |
| c) | | | | | |
| d) | | | | | |
| e) | | | | | |
| f) | | | | | |

Phase 1 - Price \$

PHASE 2

| ITEM NO. | COMPONENT | Indicate Assigned Staff, Number of Hours, and Rate/Hour | | | TOTAL PRICE (LUMP SUM) (exclude GST) |
|-----------------|------------------|--|--|--|---|
| a) | | | | | |
| b) | | | | | |
| c) | | | | | |
| d) | | | | | |
| e) | | | | | |
| f) | | | | | |

Phase 1 - Price \$

PHASE 3

| ITEM NO. | COMPONENT | Indicate Assigned Staff, Number of Hours, and Rate/Hour | | | TOTAL PRICE (LUMP SUM) (exclude GST) |
|-----------------|------------------|--|--|--|--|
| a) | | | | | |
| b) | | | | | |
| c) | | | | | |
| d) | | | | | |
| e) | | | | | |
| f) | | | | | |

Phase 3 - Price \$

PHASE 4

| ITEM NO. | COMPONENT | Indicate Assigned Staff, Number of Hours, and Rate/Hour | | | TOTAL PRICE (LUMP SUM) (exclude GST) |
|-----------------|------------------|--|--|--|--|
| a) | | | | | |
| b) | | | | | |
| c) | | | | | |
| d) | | | | | |
| e) | | | | | |
| f) | | | | | |

Phase 4 - Price \$

FINAL REPORT

| ITEM NO. | COMPONENT | Indicate Assigned Staff, Number of Hours, and Rate/Hour | | | TOTAL PRICE (LUMP SUM) (exclude GST) |
|-----------------|------------------|--|--|--|--|
| a) | | | | | |
| b) | | | | | |
| c) | | | | | |
| d) | | | | | |
| e) | | | | | |
| f) | | | | | |

Final Report - Price \$

b) VALUE ADD – Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City

c) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

a) 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:

b) What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:

c) What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

Attention Purchasing Manager:

5. **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.
6. **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 [Standard Terms and Conditions - Purchase of Goods and Services](#) and will accept the City’s Contract as defined within this RFP document.
7. **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. |