



**Community Energy and Emissions Plan Phase 2**

**Contract 4020P**

**1. Introduction**

- 1.1 The City of Richmond (The City) proposes to engage the services of a consultant to assist the City in preparing the second phase of the two-part Community Energy and Emissions Plan (CEEP).
- 1.2 The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation and selection.

**2. Definitions**

- 2.1 Throughout this Request for Proposal the following definitions apply:
  - a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia located online at [www.bcbid.ca](http://www.bcbid.ca), or any replacement website;
  - b) “Bill 27, 2008” means the Local Government (Green Communities) Statutes Amendment Act;
  - c) “City” means the City of Richmond, British Columbia;
  - d) “Contract” means the written agreement resulting from this Request for Proposal executed by the City and the Contractor for the Work;
  - e) “Contractor” means the Successful Proponent to this Request for Proposal who enters into a written Contract with the City to perform and to oversee the Work;
  - f) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
  - g) “Proposal” means a proposal submitted by a Proponent in response to this Request For Proposal;
  - h) “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;

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- i) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the Owner;
  - j) “Submission” means a proposal submitted by a Proponent in response to this RFP;
  - k) “Successful Proponent” means the same as “Vendor” and
  - l) “Triple bottom line” means including social, ecological and economic values and criteria when assessing alternative development paths.
  - m) “Work” means the provision of all labour, services, material and equipment, and any action as necessary for the Contractor to complete and perform its obligations in accordance with the terms and conditions of the Contract.

### 3. Submission Details

- 3.1 Three (3) copies of proposals marked “Contract 4020P Community Energy and Emission Plan (CEEP) – Phase 2” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until **Wednesday, March 2, 2011, 12:00 noon** . Submissions received after this time will be returned to the sender.
- 3.2 Proposals shall be open for acceptance for ninety (90) days following the submission closing date.
- 3.3 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.
- 3.4 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for receiving proposals.
- 3.5 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 3.6 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 3.7 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.

- 3.8 The City may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 3.9 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 3.10 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

#### 4. Enquiries

- 4.1 All enquiries regarding this request for proposal shall be directed to:

Purchasing

Daianna Panni  
Buyer  
Purchasing Section  
City of Richmond

E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

- 4.2 Deadline for all enquiries is: **Monday, February 21 2011, 12:00 noon**
- 4.3 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 4.4 Any questions that are received by City Staff that affect the Proposal Process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the City's Website, and / or BC Bid to ensure that all available information has been received prior to submitting a proposal.

#### 5. Negotiations

- 5.1 The award of the contract is subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
  - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and

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- c) specific contract details as deemed reasonable for negotiation by the City of Richmond.
- 5.2 If a written contract cannot be negotiated within sixty (60) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

## 6. Project Description

- 6.1 The depletion of traditional energy supplies (e.g., oil, coal, gas) and climate change are among the many trends that threaten local sustainability. Recognizing the significance of these challenges and the need to be proactive, Richmond City Council adopted an Enhanced Sustainability Initiative in 2007 and established sustainability as a core Council Term Goal (2008-2011). There are many sustainability challenges that need to be addressed, however, because it is central to the functioning of all aspects of community, living and plays a significant role in reducing impacts of climate change, establishing a sustainable energy system is a priority for early action.<sup>1</sup>
- 6.2 The City is committed to fostering community sustainability through more integrated sustainability plans and actions. More sustainable community energy and emissions management reinforces integrated sustainability action that addresses both immediate and long-term economic, social, and environmental imperatives. As energy is embodied in the products and water we use daily, plays a key role in enabling the transportation of people and goods, and is fundamental to the way we build and operate buildings, the CEEP and its final recommendations will focus on the many and complex ways that energy is generated and used in our community.
- 6.3 The CEEP, when complete, will identify an integrated, strategic, and forward moving trajectory to help achieve an energy-wise and low-carbon Richmond community. A CEEP Core Team, comprised of staff from key City departments, BC Hydro, and Richmond School District # 38 provides project oversight, broadens the CEEP's sphere of influence, and helps ensure the CEEP supports a more integrated approach to community energy management.
- 6.4 Phase 1 of the CEEP highlighted the need for strategic action, identified priority focus areas, and set targets for both energy and greenhouse gas (GHG) reductions (i.e. 33% reduction in GHGs by 2020 compared to 2007 levels, and an 80% reduction by 2050; and a 10% reduction in energy consumption by 2020 compared to 2007 levels). In

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<sup>1</sup> Energy is a fundamental building block that enables all other systems of community living to function - we need it to grow our food, produce goods and fuel our economy, support our educational and health care systems, keep warm and move ourselves and goods around. Energy also plays a key role in climate change. Society's current reliance on fossil fuels as our primary energy source has resulted in the emission of greenhouse gases which are a driving force behind global climate change.

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doing so, Phase 1 has laid foundations for CEEP Phase 2, wherein strategic and high-impact policies and actions will be defined and launched.

- 6.5 CEEP Phase 2 will identify Richmond-specific short- and long-term actions that the City can take directly, or indirectly via advocacy, in order to foster sustainable community energy management. The work will feature several dominant themes including:
- a) Integration with sustainable communities theory and best practice, and use of ‘whole systems’ thinking;
  - b) Scenario and spatial modelling of energy use linked to land-use, transportation and buildings, local energy supplies, new and existing end-use technologies, and current and future GHG emissions;
  - c) Multi-stakeholder engagement to raise awareness and elicit input on stakeholder preferences and concerns;
  - d) Triple bottom line assessment of policies and actions;
  - e) Management oversight by City staff and close collaboration with BC Hydro; and,
  - f) A focus on concrete and high-impact actions, and plans for achieving same.
- 6.6 The project is to be undertaken in accordance with the dates outlined in the ‘Project Deliverables and Schedule’ section to allow for integration with other strategic planning initiatives.
- 6.7 The two phases of the City’s CEEP can be characterized as follows:
- a) Phase 1 – Vision, Objectives, Targets & Key Strategies
  - b) Phase 2 – Public Consultation, Detailed Policies & Actions, and Implementation Strategy

## **7. Project Goals and Objectives**

- 7.1 The long-term goal of the CEEP is to effect a profound improvement in the way that energy is generated and consumed in the community of Richmond, based on energy efficient land-use, more sustainable transportation and building policies and practices, enhanced conservation measures, and increased use of waste heat energy and renewable energy sources. The CEEP will be the City’s first strategic plan aimed at fostering an energy-wise and low-carbon Richmond community.

7.2 It is anticipated that the CEEP will identify a strategic pathway for achieving the following goals:

- a) increased energy security, including reduced community reliance on fossil fuels
- b) reduced energy consumption and improved energy efficiency
- c) reduced greenhouse gas emissions
- d) reduced energy and carbon costs for the community
- e) enhanced community sustainability

7.3 The specific objectives of CEEP are to:

- a) establish a vision for a sustainable community energy system
- b) establish a clear role for the City as a local government in achieving an energy-wise and low-carbon community
- c) establish energy and GHG reduction targets to meet an identified vision and to satisfy the City's legislated commitments under Bill 27, 2008.
- d) raise corporate and community awareness about the needs and benefits of a sustainable energy system
- e) establish priority strategic actions and implementation strategy for facilitating the transition to a more sustainable energy system (e.g., from the current compartmentalized energy supply and demand system toward a connected and integrated community-based energy network).

## **8. Consultant Duties – Detailed Tasks**

8.1 The consultant shall take as a starting point for this project, the Community Energy and Emissions Plan – Phase 1 Report, and the community-wide GHG and energy reduction targets adopted by Council. At a summary level, the consultant's key tasks can be divided into four broad categories: Foundation Building, Analysis, Tactics, Reporting. Detailed tasks to be completed include, but are not limited to:

8.2 Foundation Building – Direction Setting

- a) Review the vision, principles, objectives, targets and goals set in Phase 1, as well as the Summary of Model Assumptions and Inputs included in Phase 1, and make recommendations for changes, if and where necessary.

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- b) Create a clear and high-level picture of where the City is heading in terms of sustainable community energy management, and what its priorities should be in realizing this future state.

### 8.3 Situation Analysis

- a) Provide key background information on the potential social, economic and environmental opportunities and risks faced by Richmond related to energy security and climate change. This should include a consideration of factors such as:
- Local context and trends (e.g. demographics, climate, economic development, geography, land-use, transportation, community growth and development, etc.);
  - Local energy and emissions management and governance;
  - Drivers that either enable or impede the advancement of sustainable community energy management;
  - Local sustainability challenges and opportunities (e.g., climate change, housing affordability, managing growth, etc.);
  - Council adopted community greenhouse gas emission and energy targets;
  - Global, national and regional energy supply and demand trends.
  - Identify, quantify and map key current and forecast future (i.e. 2020 and 2050) energy sources by type, capacity and quality (e.g. waste heat, grid-supplied electricity, distributed electricity generation, traditional oil-derived energy, natural gas, geothermal, CHP, biomass, municipal waste, solar thermal and PV, tidal, wind, etc.). Present this data in tabular and graphical terms, and include an analysis of the spatial distribution of supply, giving consideration to the potential for local matching of energy supply with demand;
  - Identify, quantify and map key current and forecast future energy demand by type (e.g. natural gas, electricity, thermal, solar thermal, solar PV, gasoline, diesel, bio-diesel, syngas, etc.) and by sector (e.g. residential, commercial, industrial/institutional (space heating/cooling/ventilation, lighting, processing/manufacturing, water and wastewater pumping and treatment), transportation, agriculture). Demand forecasts should reflect projected population growth and land development and re-development patterns, and be indexed against

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population, economic activity or other appropriate parameters. Present this data in tabular and graphical terms, and include an analysis of the spatial distribution of demand, giving consideration to the potential for local matching of energy supply with demand;

- Identify, quantify and map key current and forecast future GHG emissions by source (e.g. buildings, transportation, waste), fuel type (e.g. natural gas, electricity, transportation fuels) and by sector (e.g. residential, commercial, industrial/institutional). Forecasts should reflect projected population growth and land development and re-development patterns, and be indexed against population, economic activity or other appropriate parameters. Present this data in tabular and graphical terms, and include an analysis of the spatial distribution of emissions, giving consideration to the potential for targeted policy and action.
- Identify and map existing key energy infrastructure and future infrastructure required to meet projected needs.

#### 8.4 Engagement

- a) Participate as a key resource in a City-led public consultation process to help raise awareness about practical solutions to community energy and emissions management challenges, and help solicit input and feedback from City advisory committees, key external stakeholders, and representatives of City departments.
- b) Provide expert technical and policy advice related to energy and emissions management within buildings, transportation systems, and waste management.
- c) Provide community energy planning expertise to a Richmond community level energy design charrette by:
  - Assisting City staff, where necessary, with charrette coordination and facilitation;
  - Preparing a briefing paper (3-5 pages) with figures, tables and maps, and other materials as required, that contextualize Richmond's unique energy management situation;
  - Contributing expert advice on sustainable energy management (e.g. renewable energy, transportation demand management, planning tools, innovative technologies, district energy, etc.);
  - Recording the findings of the energy design charrette and using these to inform CEEP policy and action development.

### 8.5 Early Action - OCP Update Recommendations

- a) Review City's current OCP policies, zoning bylaws and Development Permit Guidelines and other actions for advancing energy sustainability and greenhouse gas emission reductions.
- b) Review best management policies and practices, then evaluate and recommend policy options for inclusion in the Cities OCP.
- c) Develop an energy services map for inclusion in the City's OCP, and include map components including:
  - Current and future energy demand as energy density (e.g., GJ/hectare per year or MWh/hectare per year)
  - Current and future urban development/densities by land-use types and potential for district energy or parcel-level geo-exchange energy systems
  - Waste heat and renewable energy assets

### 8.6 Short-Term Actions

- a) Identify potential City-led high-impact and scalable short-term actions in key focus areas (e.g. district energy, compact communities, building energy efficiency, sustainable transportation).
- b) Describe the rationale for each initiative and provide a description of key elements, key stakeholders, resources, and implementation steps.

### 8.7 Comprehensive Opportunities Assessment

- a) Conduct a literature and best practice review of sustainable community energy management policy tools (e.g. regulatory, financial and voluntary measures, governance models, policies, plans, community programs, capital projects, behaviour-based initiatives, senior government policy advocacy, fiscal incentives, regulation, etc.) and practices (e.g. conservation measures, energy efficient technologies and buildings, renewable energy supply, etc.), aimed at land-use, buildings, waste management and transportation, and which are likely to have significant impact in Richmond. Research results should include, at a minimum, identification of:
  - Renewable energy and waste heat recovery strategies even for areas that do not have district energy potential;
  - Opportunities for local electricity generation, either stand-alone or combined with district energy systems;

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- Opportunities for more energy efficient transportation measures (e.g. education programs, U-Pass, car-co-ops, ride-sharing, walking school buses, transit-oriented design, expanded cycling infrastructure, etc.);
  - Opportunities for more energy efficient land-use (e.g. compact and mixed use development, laneway housing, density incentives, education programs, industrial clustering, transit oriented design, etc.);
  - Opportunities for more energy efficient buildings (e.g. energy efficient design and performance rating, density bonuses for high performance buildings, high performance building requirements, education programs, DPAs for energy and water efficiency, CHP, minimum renewable energy requirements, etc.); and,
  - Opportunities for energy conservation through enhanced uptake of BC Hydro Power Smart Programs and behaviour change via education, awareness raising and community-based social marketing.
- b) Identify and map those urban areas that present viable opportunities for establishing district energy systems and assess their economic viability, including:
- a review of findings from three (3) completed DE feasibility studies to identify viability criteria (e.g. energy density, building type, neighbourhood density, FSR, etc.) and a high-level assessment of key opportunities and challenges; and,
  - a spatial analysis of possible future development areas (hectares) based on viability criteria, including but not limited to projected energy density over land (GJ/ha or MW/ha and MWh/ha per year), development size, building size and archetypes.
- c) Identify areas and end-user groups within the community wherein significant opportunities exist to:
- best achieve the Council-adopted energy and emissions targets;
  - increase use of renewable and waste heat energy;
  - reduce fossil fuel use;
  - improve overall community well-being via avoided and reduced energy costs and GHG emissions.

## 8.8 Analysis

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- a) Establish triple bottom line evaluation framework
- Identify and define evaluation criteria that support sustainability goals and CEEP Guiding Principles (see below);
  - Incorporate these criteria in the design of a methodology to allow for triple bottom line (TBL) evaluation (i.e. social, ecological and economic concerns) of alternative policy and action bundles with respect to the overall sustainability of alternative actions, including degree of municipal influence/jurisdiction, magnitude of impact, etc.
- b) Define specific strategies, policies and actions
- c) Define specific strategies, policies and actions, including those that address the community's three key energy and emissions related sectors (i.e. buildings, transportation, waste), and that support the identified vision and energy and emission reduction targets adopted by Council. Consideration should be given to all tools available including, but not limited to:
- Land use policies and strategies to support vision, goals and targets (e.g. densification, compact and mixed use development, etc. )
  - Energy efficient building strategies (for new and existing buildings) and policies to encourage connection to district energy systems;
  - Regulatory tools including but not limited to: development permit area guidelines, service area bylaws, sustainability checklists, expedited permitting process, property tax-breaks, local improvement charges;
  - Financial tools including but not limited to: DCCs, grants, tax relief, levies, fees, fee-bates, density bonuses;
  - Transportation strategies and their electricity implications, including but not limited to: U-pass programs, increased cycling infrastructure, electric vehicle charging infrastructure, anti-idling bylaw;
  - Political advocacy and public education and awareness initiatives (e.g. community-based social marketing and community engagement to promote energy efficiency, Power Smart Programs, renewable energy and integrated energy solutions);
  - Models of governance for effective community energy management at the local, regional, provincial and national levels.
- d) Develop alternate policy and action 'bundles'

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- Apply whole-systems thinking to assemble alternate policy/action bundles that include an assembly of synergistic tools and measures that together can maximize returns on investment and achieve the identified sustainability objectives and support Council adopted energy and emission targets;
  - Action “bundles” should contain a blend of short-term (5 yr), mid-term (10 yr) and long-term (25 yr) actions, a mix of policy instrument types (e.g. regulatory, economic incentives, education/information, and public investment), and include a range of sector-specific strategies (e.g. land-use planning, transportation management, residential/commercial/industrial buildings, waste, and alternative energy supply); and,
  - Graphically demonstrate effectiveness of each bundle in meeting City’s energy and greenhouse gas reduction targets. Include demonstration of degree of local government influence.
- e) Evaluate alternate policy/action bundles
- Evaluate viable alternate policy/action bundles according to the TBL evaluation methodology, confirm their consistency with the CEEP guiding principles, and include in this analysis key information and indicators including, but not limited to:
  - Economic benefits and impacts (e.g., fuel poverty, energy security, costs or savings accruing to City, community and utility stakeholders, job to population ratio, housing affordability, competitiveness, etc.);
  - Environmental benefits and impacts compared to BAU, (e.g., per capita energy consumption and GHG emissions, energy intensity per m<sup>2</sup> of floor space by building type, energy supply and demand intensity per hectare by land-use type, GHG intensity per hectare of land-use type, transportation system energy and GHG intensity, etc.), including estimations of electricity use reduction or increase from policies/actions; and,
  - Social benefits and impacts (e.g., local resiliency, access to energy services, compact/complete communities, housing choice, transportation modal split, etc.).
- f) Create Scenarios and Make Recommendations

- Apply an holistic approach in recommending key strategies according to the evaluation criteria developed as part of the TBL model.
- Develop future scenarios for each recommended strategy, linking policy and action bundles with sustainable energy system objectives and principles, community GHG and energy targets (i.e., overarching, sub-sectoral, and other more granular targets), and sustainable community goals. The recommended energy scenario should include a breakdown by energy type so that electricity consumption can be identified separately;
- Include final recommendations on policy and action bundles and provide a rationale for each; and,
- Quantify estimated energy, electricity and GHG emissions savings from the final short-listed policy bundles, relative to 2007 and to the BAU scenario.

## 8.9 Tactics

### a) Develop Implementation Plan for Short-, Mid- and Long-Terms

- Include priority actions that address the community's three key energy and emissions related sectors (i.e. buildings, transportation, waste), support the identified vision and energy and emission reduction targets adopted by Council, and move the city away from the current compartmentalized energy supply and demand system towards a connected and integrated community-based energy network
- Identify organizations, stakeholders and key individuals whose involvement or expertise will accelerate or optimize the implementation of CEEP policies and actions;
- Identify and make recommendations for those structures (e.g. indicators, monitoring and reporting methods, etc.), both in the community and within the City, needed to manage the refinement and long-term implementation of the CEEP;
- Identify barriers to success and strategies to mitigate same;
- Recommend key steps required to implement strategies and achieve targets.

## 8.10 Reporting

- a) Submit Draft and Final Reports.
  - Research, analysis, results, outputs and recommendations from all of the above work will be compiled into a concise CEEP – Phase 2 report which shall include a sufficient level of detail to permit Council adoption of its conclusions and recommendations, and to establish priority implementation actions for the community.
- b) The report shall include:
  - An executive summary
  - Glossary of key terms
  - Table of contents
  - Illustrations, tables, graphs, maps, reference list
  - Findings from Foundation Building research
  - Analysis of alternatives and recommendations for action
  - Implementation plan including key steps and roles/responsibilities (also as a stand alone document)
  - Appendices for more detailed charts, figures and other supporting information.
- c) All forecasts of changes in energy consumption contained in the report must identify electricity separately.
- d) The draft and final reports are to be submitted according to the dates in the ‘Project Deliverables and Schedule’ Section fourteen (14).

## 9. Guiding Principles

9.1 All work will be conducted in accordance with the following sustainability-based guiding principles:

- a) General
  - Whole-systems thinking and use of triple bottom line decision-making.
  - Support up-front consideration of sustainability into plans and projects.
  - Be sufficiently flexible to accommodate anticipated development.

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- Optimize use of existing and new infrastructure.
  - Minimize risk of poor quality energy service or disruption.
  - Adherence with all applicable regulations or strategies established by senior levels of government.
  - Be sufficiently flexible to incorporate new operating strategies, policy tools, business models and technologies as they emerge.
- b) Energy and Climate Management
- Adherence to the energy efficiency hierarchy: [1] reduce demand, [2] re-use waste heat, [3] renewable heat, [4] renewable electricity.
  - Optimize use of energy efficient technologies and practices.
  - Increase energy resiliency by diversifying local energy supplies and other measures that minimize use of fossil fuels and greenhouse gas emissions.
  - Prioritize strategic action according to achieving Richmond Council adopted GHG emission reduction targets (i.e. 30% below 2007 levels by 2020, and 80% below 2007 levels by 2050), and the community-wide energy target (i.e. 10% below 2007 levels by 2020).

## 10. Proposal Submissions

- a) Proponents shall provide in their submissions:
- A Corporate profile of their firm outlining its' history, philosophy and target market;
  - A list of the staff to be assigned to this project and their relevant experience and qualifications to this project;
  - A priced methodology complete with a time allotment for each task and the approach you propose to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed;
  - A plan describing what coordination and meetings the City will be required to provide or participate in.

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- A minimum of two (2) client references from projects of a similar size and scope.
- b) Proponents must address the following in their proposal:
- How the Consultant proposes to complete the CEEP Phase 2 work according to the deadlines referred to in the 'Project Deliverables and Schedule' Section.;
  - Previous experience developing and implementing a triple bottom line assessment framework;
  - The manner in which the CEEP Core Team and other City staff will be engaged in the development of CEEP phase 2;
  - Prior experience in public engagement and consultation;
  - The consultant's access to expertise including: public engagement and consultation, community energy planning, district energy systems, conventional and alternative energy generation technologies, cost effective and high performance construction and renovation best practice, GHG accounting and monetization, global energy markets, economic analyses of municipal energy systems, and knowledge of regulatory, institutional and business frameworks for integrated energy systems;
  - Data acquisition and management issues related to triple bottom line evaluation methods;
  - Copyrights for the final report retained by the City of Richmond and the Consultant;
  - Consultant's status as BC Hydro Alliance Member.

### **11. City Provided Items to Successful Proponent**

The City will provide the CEEP Phase 1 report, current energy and greenhouse gas emissions inventories and other existing City controlled documentation (e.g., maps, reports, plans, etc.) on City policies and activities relating to community energy and emissions management.

### **12. City of Richmond and BC Hydro Partnership**

The CEEP is being developed in partnership with BC Hydro. The final CEEP Phase 2 report must be approved by BC Hydro and the City of Richmond prior to final payment to the consultant being made.

### **13. Evaluation Criteria**

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- a) Methodology and timeline of work program proposed.
- b) Adherence to the principles of whole-systems thinking and sustainability.
- c) Extent to which the proponent demonstrates an understanding of the relevant issues and scope of the work required to complete the project.
- d) Focus on concrete and high-impact actions.
- e) Experience and qualifications of those staff to be assigned to the project
- f) Costs.
- g) References and interview (if necessary).
- h) Project deliverables.

### **14. Project Deliverables and Schedule**

- a) The Consultant will provide:
  - A draft report (in MS Word form), preferred by early May 2011.
  - 3 (three) hard copies of the final report and an electronic copy (in MS Word and pdf formats), incorporating comments provided by the City on the draft report, preferred by late May 2011.
  - Digital copies of GIS layer data

### **15. Working Agreement**

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto. A draft sample agreement is attached herein.

Proponents may include their standard terms of engagement.



This Agreement dated the 9 day of August, 2010, at the City of Richmond, in the Province of British Columbia

**Between:**

**City of Richmond**  
6911 No. 3 Road  
Richmond, BC  
V6Y 2C1

(the "City")

**And:**

9

(the "Consultant")

**Whereas:**

- A. The City is 9 (the "Event or Project");
- B. The City requires a 9 the Event or Project;
- C. The City issued a Request for Quotation 9 for the supply and delivery of 9;
- D. The Consultant is willing and prepared to deliver 9;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

**1. Responsibilities and Duties**

1.1. The Consultant shall be responsible for the following as per Request for Quotation 9/Proposal 9 and the Consultant's submission dated 9.

- a) 9
- b) 9
- c) 9
- d) 9

- e) 9
- f) 9
- g) 9
- h) 9

1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

**2. Compensation**

2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the basic amount of \$9.00 plus HST for the duration of the term of this agreement according to the following Fee Schedule:

<b>Project Phase</b>	<b>Basic Consulting Fees</b>
Phase 1 – 9	\$9.00
Phase 2 – 9	\$9.00
Phase 3 – 9	\$9.00
Phase 4 – 9	\$9.00
Total basic fees for Phases 1 – 9	\$9.00

2.2. The total amount of payments shall not exceed the total upset amount of \$9.00 plus GST, for the completion of Phases 1 through 3 inclusive.

2.3. The total amount of payments shall not exceed the total upset amount of \$9.00 plus HST, for the completion of Phase 9 tasks.

2.4. Any additional consulting services would be charged at the following hourly rates for the respective services:

<b>Position</b>	<b>Rate</b>
9	\$900, not to exceed \$9.00 per hour
9	\$9.00, not to exceed \$9.00 per hour
9	\$9.00, not to exceed \$9.00 per hour

2.5. Every month, commencing no sooner than 9, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of the Project (the “Statement of Account”).

2.6. The Statement of Account must show the amount of HST charged and include the Consultant’s HST registration number and City Purchase Order number.

2.7. The City agrees to make payments to the Consultant within Thirty (30) working days of receipt of the Consultant’s Statement of Account.

- 2.8. Every month, the Consultant shall submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

### **3. Performance Standards**

- 3.1. The Consultant is responsible for meeting the following 9 targets:

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- 3.2. The Consultant agrees to comply with following project deadlines:

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- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating 9 what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

### **4. Benefits**

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

### **5. Independent Contractor**

- 5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

### **6. Assignment And Subcontracting**

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

### **7. Indemnity**

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

**8. Insurance**

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
  - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

**9. Representation**

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the 9.

**10. Ownership of Products**

- 10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

**11. Confidentiality**

- 11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

**12. Related Companies**

- 12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City

under this agreement and the obligations of the Consultant to such other person, firm or corporation.

**13. Term**

13.1. This agreement is valid for the period commencing 9 and ending 9 (the “Expiration Date”), or such later date as may be mutually agreed upon.

**14. Termination**

14.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks’ written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

14.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the 9, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

**15. Joint and Several Liability**

15.1. Any covenant, agreement, condition or proviso made by two (2) or more persons shall be construed as several as well as joint.

**16. Severability**

16.1. In the event that any provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

**17. Non-Resident Withholding Tax**

17.1. If the Consultant is, at any time during the Term, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended (the “Act”), then the City shall deduct from all monies payable under this Agreement and remit to Canada Customs and Revenue Agency sums required to be withheld and remitted by the Act.

17.2. The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding.

**18. Notices**

18.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

**19. Feminine/Masculine**

19.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

**20. General**

20.1. This Agreement may be amended upon mutual agreement of the parties in writing.

20.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

20.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
City of Richmond