



# REQUEST FOR PROPOSALS

FOR

# SUMMERLAND BUILDING ENERGY AUDITS

RFP #: RFP-2019-02

ISSUED ON: JANUARY 7, 2019

CLOSING DATE AND TIME: JANUARY 25, 2019, 2:00PM PST

## Summary, Contents & Instructions:

### Summary:

Through this Request for Proposals, the District of Summerland invites Proposals from experienced companies to complete energy audits for 12 of its municipally-owned buildings in order to determine their energy savings and greenhouse gas emission reduction potential as part of the District's overall Corporate Climate Action Plan Project.

Further details on the scope of work and deliverables are provided in Part A.

### Contents:


This Request for Proposals (the "RFP") is organized into the following parts:

- **Part A: The Services** – full details of the consulting services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the District will enter into with the selected Consultant
- **Part D: Submission Forms** – the forms a Proponent should submit in their Proposal


### Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Proponent on what this section means and/or what a Proponent must do:

*Example:*

	Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Proponent must do.
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## Part A: The Services

	<p>This Part A provides details on the services required by the District of Summerland. Proponents should ensure they are fully capable of providing all of the work and deliverables outlined, as this section will form the scope of work in the final Contract.</p>
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### 1. Background:

#### 1.1. The District of Summerland:

The District of Summerland (the “District”) is a municipality of approximately 11,600 residents, located in British Columbia’s Okanagan Valley, between Kelowna and Penticton. Further details on the District can be found at [www.summerland.ca](http://www.summerland.ca)

#### 1.2. The District’s Climate Action Planning Project:

During 2019, the District will be carrying out a climate action planning project in line with the Federation of Canadian Municipalities’ Partners for Climate Protection milestone framework in order to reduce both corporate and community-wide greenhouse gas emissions. The project aims to achieve significant emission reductions by providing pragmatic, evidence-based 5-year action plans including both a Community Action Plan (“CAP”) and a Corporate Energy and Emissions Plan (“CEEP”). Furthermore, two operational documents will be developed, which will feed into the CEEP: Building Energy Audits, and a Green Fleet Action Plan.

The Scope of Work for the Consultant selected as a result of this RFP process will be the *Building Energy Audits*, as further detailed in this Part A, which will feed into the CEEP. Note: the CEEP and Green Fleet Action Plan will not be part of the scope of work under this RFP and will be completed by others, however the Consultant will need to consider how the outputs of the Building Energy Audits integrate into the CEEP.

The timeline for the overall project, including the CEEP, Building Energy Audits, and Green Fleet Action Plan is as follows:

#### Summerland Climate Action Plan Project Timeline:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
Building Energy Audits	[Blue bar spanning Jan to Jun]								
Green Fleet Action Plan*	[Blue bar spanning Jan to Jun]						↓		
CEEP*	[Blue bar spanning Jan to Aug]								

\*performed by others, not part of this RFP.

Following the District’s Climate Action Planning Project, the District will have clear plans with achievable strategies to accomplish the existing goal of becoming carbon neutral in operations.

## 2. Scope of Work – Building Energy Audits:

The following details the work, requirements and deliverables that the District wishes the Consultant to complete for the Building Energy Audits:



This section details the scope of work, requirements and deliverables the District seeks for the Building Energy Audits. This section is not written to be overly prescriptive, as the District seeks further details and suggestions from Proponents on the work and deliverables to be performed as part of the Methodology, Team & Schedule submission in the Proposal (Appendix C).

### 2.1. Overall Objective & Project Scope:

The overall objective of the energy audits is to determine the following for the 12 municipal buildings covered in the scope:

- Existing annual energy use in the facility and comparison to similar facilities;
- Energy, GHG emissions, and cost savings potential of various energy conservation and/or mechanical optimization measures;
- Cost estimates for new or modified equipment and other recommended measures;
- Financial analysis of projects costs and savings over the expected life of the measures, including impacts to GHG emissions; and
- A plan for implementation of energy conservation and/or mechanical optimization measures.

### 2.2. 12 Municipal Buildings Covered & ASHRAE Level:

The District has identified the 12 municipal buildings to be covered by this project, plus the ASHRAE audit level for each; however, the District may remove or add facilities to this list or adjust the audit level before the award of a Contract. The buildings vary in age, size, and complexity.

#	Municipal Facility Name & Address	Building Area (m <sup>2</sup> )	2016 Natural Gas Usage (GJ)	ASHRAE Level Required for Audit
1	Pool and Recreation Centre, 13205 Kelly Ave	1330	3166	Level 2
2	Municipal Hall, 13211 Henry Ave	1348	525	Level 2
3	Fire Hall, 13238 Henry Ave	463	287	Level 2
4	Water Treatment Plant, 16700 Prairie Valley Rd	1586	49	Level 2
5	Waste Water Treatment Plant, 7630 Dunn St	877	1218	Level 2
6	Arena, 8820 Jubilee Rd	6503	2301	Level 2
7	Little Chicks Daycare, 9105 Peach Orchard Rd	461	237	Level 1
8	Public Works, 9215 Cedar Ave	1085	427	Level 2
9	Electrical Dept, 9215 Cedar Ave	228	203	Level 1
10	Museum, 9521 Wharton St	222	186	Level 1
11	Arts Centre, 9525 Wharton St	999	110	Level 1
12	New RCMP, 9101 Pineo Court	889	504	Level 2

**2.3. Method:**

The Consultant's method for completing the audit will be determined in the Proposal to the RFP, however it should include at a minimum the following elements:

**2.3.1. Kick-off Meeting:** a kick-off meeting with District staff to review the project objectives, schedule, deliverables, and steps. This may be done by telephone or in person.

**2.3.2. Documentation:** Consultant to work with District staff to gather appropriate documentation prior to site visits. Documentation to be provided (as available) will include:

- Energy consumption history data / logs
- Facility floors plans
- As-built drawings of mechanical, electrical, control and lighting systems
- Operation and maintenance manuals for mechanical and electrical systems

**2.3.3. Site Visits:** The Consultant will perform site visits to all of the twelve facilities. During this time, the Consultant will perform a drawing review on-site, as well as meet with operations staff and management to understand operating procedures at the facility.

**2.3.4. Energy Audits:** The Consultant will conduct energy studies for each building following the ASHRAE processes and reporting requirements for the levels outlined in Section 2.2 and fulfilling the requirements outlined in Section 2.1.

**2.3.5. Implementation Plan and Cost Estimates:** The Consultant will create a schedule / plan for implementation of recommended modifications and upgrades, as well as cost estimates for all proposed modifications / upgrades at each facility. Cost estimates must be based on sound data-points.

**2.3.6. Report / Presentation:** The Consultant will produce a full report which details the following for each facility:

- Overview of each facility including building details and systems description
- Overview of the audit, analysis, data and results
- Inventory of energy use and GHG emissions by system / area
- List of recommendations for modifications / upgrades
- Cost estimates, potential cost and emissions savings, and a recommended plan for implementation.

The final report must be consistent with the relevant ASHRAE audit guidelines. The report will be presented at one in-person presentation to District staff.

The report will be delivered in electronic format (MS Word) on a USB Drive, suitable for sharing with District staff and suitable for use and integration into the CEEP (to be developed by others).

### **2.3.7. Optional Additional Work**

The following additional work may be added to the Services by the District, at the District's sole option:

- Perform retrocommissioning
- Engineer and design approved energy conservation measures
- Provide mechanical engineering support for energy and general maintenance-related projects

Proponents interested in offering these additional scope items should indicate an hourly rate for each additional scope item as part of their budget submission in Part D.

### **2.4. Budget:**

The District is not disclosing a budget for the Services as part of this RFP process. Proponents should provide their required remuneration as detailed in Part D.

### **2.5. Timeline:**

The District anticipates executing a Contract with the Consultant for the Services no later than February 7<sup>th</sup>, 2019. The Consultant must complete the scope of work, including all deliverables, no later than June 15<sup>th</sup>, 2019.

## **3. Pre-Requisites for the Consultant:**

The Consultant must possess the following:

- Experience in delivering Building Energy Audits of a similar nature in a Canadian municipal setting.
- Insurance coverage as per the requirements detailed in Part C – The Contract.
- WorksafeBC coverage covering all employees/team members proposed.

## Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the District, and how the Consultant will be selected. Proponents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

### 1. Key Details:

#### 1.1. RFP Contact Person:

The sole point of contact at the District of Summerland for any queries or questions related to this RFP is:

- Tami Rothery, Sustainability / Alternative Energy Coordinator
- Email: [trothery@summerland.ca](mailto:trothery@summerland.ca)
- Phone: 250-404-4068

All questions regarding this RFP must be submitted prior to the Deadline for Questions detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits. The Proponent is solely responsible for seeking any clarification required regarding this RFP, and the District shall not be held responsible for any misunderstanding by the Proponent.

#### 1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the District's discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	January 7, 2019
Deadline for Questions	January 17, 2019 at 2:00 PM PST
Last Day for Issue of Addenda	January 18, 2019
RFP Closing Date and Time:	January 25, 2019 at 2:00 PM PST
Contract Execution Date (estimated)	February 7, 2019

#### 1.3. Site Meeting Details:

No site meeting will be held for this RFP. Proponents should submit any questions they may have in accordance with Section 1.1 of this Part

#### 1.4. Submission of Proposals (Address, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

- **Closing Location:** Proposals must be submitted at:  
District of Summerland Municipal Hall  
PO Box 159, 13211 Henry Ave  
Summerland, BC. V0H 1Z0

- **RFP Closing Date and Time:** Proposals must be received no later than the RFP Closing Date and Time detailed in section 1.2 above.
- **Proposal Format:** One paper original, together with one paper copy and one electronic copy (on USB drive, in PDF format), in a sealed envelope containing all the information required in the forms listed under Part D – Submission Forms. The envelope should be clearly marked with the name and address of the Proponent, as well as the words “RFP-2019-02 Summerland Building Energy Audits RFP”.

It is the Proponent’s sole responsibility to ensure that the Proposal is received before the RFP Closing Date and Time. Proposals sent by facsimile or email will not be accepted.

## 2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out in this section.

- 2.1. “Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the District in accordance with Section 5 of this Part B.
- 2.2. “District” means the District of Summerland
- 2.3. “Contract” means a written agreement for the provision of the Services that may result from this RFP, executed between the District and the successful Proponent to this RFP.
- 2.4. “Consultant” means the successful Proponent to this RFP who enters into a Contract with the District.
- 2.5. “Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 1.2 of this Part B.
- 2.6. “Proposal” means a Proposal submitted by a Proponent in response to this RFP.
- 2.7. “Proponent” means a person or entity that submits a Proposal to this RFP.
- 2.8. “RFP” means this Request For Proposals #RFP-2019-02, including all Parts A to D.
- 2.9. “Section” means the numbered section of the referenced part of this RFP.
- 2.10. “Services” means the consulting Services which the District seeks to be provided by the Consultant, as outlined in Part A.
- 2.11. “Sub-Consultant” means a person, partnership, firm or corporation that the Proponent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Proponent.

## 3. Amendment of a Proposal by Proponent:

A Proponent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments must be submitted in the same way as the original Proposal, as detailed in Section 1.3 of this Part B. Amendments to a Proposal must be clearly labelled as such, must contain the RFP reference number and title, and the full legal name and legal address of the Proponent. Amendments must clearly detail which part(s) of the Proposal is being amended or replaced.



#### 4. Withdrawal of a Proposal by Proponent:

A Proponent may withdraw a Proposal that is already submitted at any time throughout the RFP process prior to the Closing Date and Time.

#### 5. Addenda Issued by District:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the District may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (at [www.summerland.ca/business-economy/bid-opportunities](http://www.summerland.ca/business-economy/bid-opportunities)). Each Addendum will form an integral part of this RFP. Proponents are solely responsible for checking for Addenda up until the Closing Date and Time. If the District deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the District may extend the Closing Date and Time in order to provide Proponents with more time to complete their Proposal.

Proposals should confirm receipt of all Addenda in Appendix A – Certification Form of their Proposal.

#### 6. Evaluation of Proposals & Award of Contract:

The District will conduct the evaluation of Proposals and selection of a successful Proponent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include the District's Purchasing Consultant, as well as key District employees. The District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

##### 6.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

<b>Mandatory Criteria:</b>	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4
2	The Proposal must include the following completed form: <ul style="list-style-type: none"> <li>• Appendix A – Certification Form</li> </ul>

##### 6.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

<b>Scored Criteria</b>	<b>Weighting</b>	<b>Minimum Score (Out of 100)</b>
Total Fixed Lump Sum Contract Price (based on Appendix B submission)	40%	NA
Suitability of Method, Team & Schedule	35%	50

(based on Appendix C submission and also the Task Fee Schedules submitted as part of Appendix B)		
Suitability of Proponent's Experience (based on Appendix D submission)	20%	50
Ease of Accepting Exceptions to Contract (based on Appendix E submission)	5%	50

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

### 6.3. Scoring Method:

The following method will be used to score the scored criteria:

- Total Fixed Lump Sum Contract Price: Total Fixed Lump Sum Contract Price will be scored relative to other Proponents' Total Fixed Lump Sum Contract Prices using the following formula:
  - $Lowest\ Total\ Fixed\ Lump\ Sum\ Contract\ Price \div Proponent's\ Total\ Fixed\ Lump\ Sum\ Contract\ Price \times Weighting = Score$
- Other Criteria: All other criterion (except Total Fixed Lump Sum Contract Price) will be scored by the evaluation committee out of 100, which will then be multiplied by the Weighting factor to provide a weighted score.

### 6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the District will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing Mandatory Criteria: If the District finds that a Proposal fails to meet all of the mandatory requirements detailed in Section 6.1, then the District may provide written notification to a Proponent which identifies the requirements not met and provides the Proponent with 5 calendar days to remedy and supply the requirements. The 5 calendar days shall commence upon notification by the District to the Proponent. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the District may at its sole option, request further details or clarification from the Proponent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the District may use this information to reassess and/or re-score the Proposal according to the scored criteria.

### 6.5. Ranking of Proponents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Proponent with the highest-ranked Proposal will be invited to conclude a Contract with the District. In the event that two or more Proposals have an equal total weighted-scored,

then the Proponent with the Lowest Total Price will be invited to enter into a Contract with the District.

#### 6.6. Conclusion and Execution of a Contract

Neither the District nor any Proponent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Proponent, by the District, to conclude a Contract, it is expected that the District and that Proponent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Proposal.

The District would seek to execute a Contract within 30 days of issuing an invitation to the Proponent to conclude a Contract. If the District and Proponent do not, for any reason, execute a Contract within this time-period, the District may discontinue the process with that Proponent and invite the Proponent with the next-highest-ranked Proposal to conclude a Contract. The District may then continue this process until a Contract is executed, or there are no further Proponents, or the District otherwise elects to cancel the RFP process entirely. For clarity, the District may discontinue discussions with a Proponent if at any time the District is of the view that it will not be able to conclude a Contract with that Proponent.

### 7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

#### 7.1. Proposals in English:

All Proposals are to be in the English language only.

#### 7.2. Only One Entity as Proponent:

The District will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform the Contract if executed. The District will only enter into a Contract with that one Proponent. Any other entity involved in delivering the Service should be listed as a Sub-Consultant. The Proponent may include the Sub-Consultant and its resources as part of the Proposal and the District will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Consultants to be used in the Service must be clearly identified in the Proposal.

#### 7.3. Proposals to Contain All Content in Prescribed Forms:

All information that Proponents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The District may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

7.4. [References and Experience:](#)

In evaluating a Proponent's experience, as per the scored criteria, the District may consider information provided by the Proponent's clients on the projects submitted in the Proposal and may also consider the District's own experience with the Proponent.

7.5. [RFP Scope of Work is an Estimate Only:](#)

While the District has made every effort to ensure the accuracy of the Services described in this RFP, the District makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Proponents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. [Proponent's Expenses:](#)

Proponents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the District, if required. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. [Retention of Proposals and FOIPPA:](#)

All Proposals submitted to the District will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act ("FOIPPA"). Proponents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Consultant's Name and total Contract price. Proponents should identify with their Proposal any information which is supplied in confidence, however, Proponents should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

7.8. [Notification and Feedback to Unsuccessful Proponents:](#)

At any time up until or after the execution of a written Contract with the Consultant, the District may notify unsuccessful Proponents in writing that they have not been selected to conclude a Contract. Unsuccessful Proponents may then request a feedback email or telephone call with the District's Purchasing Department in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Proponent. Details of feedback provided will be at the District's sole discretion in order to protect the confidentiality of other Proponents and the District's commercial interest.

7.9. [Conflict of Interest:](#)

All Proponents must disclose an actual or potential conflict of interest, as set-out in Appendix A – Certification Form. The District may, at its sole discretion, disqualify any Proponent from this RFP process, if it determines that the Proponent's conduct, situation, relationship (including relationships of the Proponent's employees and District employees) create or could be perceived to create a conflict of interest.

The District may rescind or terminate a Contract entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix A – Certification Form.

**7.10. Confidentiality:**

All information provided to Proponents by the District as part of this RFP process is the sole property of the District and must not be disclosed further without the written permission of the District.

**7.11. No Contract A and No Claims:**

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the District and any Proponent upon the submission of a Proposal in response to this RFP.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the District for any damage or other loss resulting from a Proponent's participation in this RFP, including where the District does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the District not execute a Contract with the Proponent for any reason whatsoever.

**7.12. Right to Cancel RFP:**

Although the District fully intends to conclude a Contract as a result of this RFP, the District may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Proponent.

**7.13. Governing Law and Trade Agreements:**

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

## Part C: The Contract



This Part C details the Contract terms and conditions that the District will enter into with the Consultant at the conclusion of the process outlined in Section 6.6 of Part B. Proponents are not required to complete any details in this Part C, but should review the Contract and note any exceptions as required in Part D, Appendix D (Exceptions to Contract Form)

### **AGREEMENT FOR CONSULTING SERVICES**

**BETWEEN:**                    **DISTRICT OF SUMMERLAND**  
District of Summerland Municipal Hall  
PO Box 159, 13211 Henry Ave  
Summerland, BC. V0H 1Z0  
(the “District”)

**AND:**                         **COMPANY**  
\_\_\_\_\_  
\_\_\_\_\_  
(the “Consultant”)

GIVEN THAT the District wishes to engage the Consultant to provide certain services to the District and the Consultant wishes to contract with the District to provide such services to the District, THIS AGREEMENT is evidence that in consideration of the promises exchanged below, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the District and the Consultant agree as follows:

#### **1. Definitions**

In this Agreement, in addition to the words defined above,

- (a) “Consultant’s Proposal” means the Consultant's written proposal to the District for performance of the Services, dated \_\_\_\_\_, a copy of which is attached.
- (b) “District Representative” means Tami Rothery, Sustainability / Alternative Energy Coordinator or such other person as the District may appoint in writing.
- (c) “Governmental Approvals” means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.
- (d) “Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.

- (e) "Personnel" means any individuals identified by name in the Consultant's Proposal and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the District;
- (f) "RFP" means the Request for Proposals for the services issued by the District dated\_\_\_\_\_.
- (g) "Services" means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- (h) "Specifications" means the specifications, scope of work and other requirements for the Services set out in the RFP.
- (i) "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

## 2. Consultant Services

The Consultant shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

### The Consultant shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the District and the District Representative;
- (e) promptly pay amounts owing to the District under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

## 3. Project Scope Modifications

The Consultant is advised that the District may modify elements of the project scope where these modifications are in the best interests of the District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The District will ensure the Consultant is paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Consultant's work program, the Consultant shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of District staff.

**3. Term**

This Agreement shall commence on \_\_\_\_\_ and expire on completion of the Services, which is to be no later than February 28<sup>th</sup>, 2019.

**4. Consultant Personnel**

The Consultant will perform the Services using only the Personnel named in the Consultant's Proposal, unless otherwise approved in writing by the District Representative.

**5. Warranty as to Quality of Services**

The Consultant represents and warrants to the District that the Consultant and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Consultant acknowledges and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.

**6. Remuneration & Reimbursement**

The District shall pay the Consultant for the performance of the Services as follows:

A Fixed Lump Sum Contract Price of \_\_\_\_\_ excluding GST. This shall include for all labour, materials, supplies, travel and visits to the project site, overheads and profit, insurance, disbursements, expenses and all other costs and fees necessary to deliver the Services.

**7. Taxes**

The District shall be responsible for paying any goods and services taxes with respect to the provision of the services to the District.

**8. Invoices & Payment**

Not more than once each month, the Consultant may deliver an invoice to the District, in respect of the immediately preceding month, setting out a portion of the Fixed Lump Sum Contract Price claimed for Services performed in that preceding month, in accordance with the hours breakdown in the Consultant's Proposal. The District shall, to the extent the District is satisfied the Fixed Lump Sum Prices are for Services satisfactorily performed by the Consultant, pay the Consultant the Fixed Lump Sum Price(s) claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

**9. Hold Back or Set Off**

Notwithstanding the invoicing process detailed in clause 8, the District may hold back payment or set off against payment if, in the opinion of the District acting reasonably, the Consultant has failed to comply with any requirements of the Contract, including adherence to the agreed milestones and schedule for the Services.

**10. District's Representative**



The District appoints the District Representative as the only person authorized by the District to communicate with the Consultant in respect of this Agreement. The District shall not be bound to the Consultant by communication from any person other than the District Representative or their delegate.

**11. Indemnity**

The Consultant shall indemnify, and save harmless, the District, and its elected and appointed officials, employees, Consultants and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Consultant, its employees, subconsultants or agents, connected with the performance or breach of this Agreement by the Consultant. The Consultant's obligations under this section shall survive the expiry or earlier termination of this Agreement

**12. Workers Compensation**

The Consultant shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

**13. Insurance Requirements**

The Consultant shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000.00 per occurrence, or in such a greater amount as may be required by the District Representative from time to time, acting reasonably.

The Consultant shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the District and to:

- (a) name the District as additional insured
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Consultant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the District and shall provide that any coverage carried by the District is in excess coverage;

- (e) not be cancelled or materially changed without the insurer providing the District with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the District Representative, acting reasonably.

**14. Errors and Omissions Insurance**

The Consultant shall, at the Consultant's expense, establish and maintain a minimum of \$1,000,000 professional errors and omissions insurance, with a maximum deductible of \$100,000.

The Consultant accepts responsibility for the acts and omissions of all Sub-Consultants it may engage in rendering the Service on the Project.

The Consultant's professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after completion of the Services.

**15. Insurance Certificates**

The Consultant shall provide the District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the District.

**16. District May Insure**

If the Consultant fails to insure as required, the District may effect the insurance in the name and at the expense of the Consultant and the Consultant shall promptly repay the District all costs incurred by the District in doing so. For clarity, the District has no obligation to effect such insurance.

**17. Termination at District's Discretion**

The District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Consultant. If the District terminates this Agreement under this section, the Consultant shall be entitled to be paid for all Services satisfactorily performed by the Consultant up to the date of such termination in accordance with this Agreement. The Consultant is not entitled to, and irrevocably waives and releases the District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

**18. Termination for Default**

The District may terminate all or any part of, the Services by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:

- (a) the Consultant breaches this Agreement and the Consultant has not cured the breach, within five days after notice of the breach is given to the Consultant by the District; or

- (b) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Services under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Consultant shall be liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the District exceed those that would have been payable to the Consultant for completion of the Services under this Agreement). The District may set off against, and withhold from amounts due to the Consultant, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Consultant's obligations under this Agreement and to be incurred by the District to complete all or any part of the Services.

**19. Records**

The Consultant:

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

**20. Copyright & Intellectual Property**

The Consultant irrevocably grants to the District the unrestricted license for the District to use and make copies of for the District's purposes and activities any work whatsoever generated by or on behalf of the Consultant in performing the Services in which copyright may exist. Without limiting the foregoing, the Consultant irrevocably grants to the District the unrestricted license for the District to use for the District's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

**21. Agreement for Services**

This is an agreement for the performance of services and the Consultant is engaged under this Agreement as an independent Consultant for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Consultant nor any of its employees or Consultants is engaged by the District as an agent of the District or has any authority to bind the District in any way whatsoever.

**22. Withholding Taxes**

The Consultant will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees. The Consultant agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

**23. Assignment**

The Consultant shall not assign this Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

**24. Time of the Essence**

Time is of the essence of this Agreement.

**25. Alternative Rights & Remedies**

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

**26. Notice**

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by e-mail, addressed as follows:

- (a) To the District:  
District of Summerland  
District of Summerland Municipal Hall  
PO Box 159, 13211 Henry Ave  
Summerland, BC. V0H 1Z0  
Attention: Tami Rothery  
E-mail Address: trothery@summerland.ca
  
- (b) To the Consultant:  
\_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address or e-mail address of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

## **27. Interpretation & Governing Law**

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

## **28. Binding on Successors**

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

## **29. Entire Agreement**

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

## **30. Waiver**

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

**DISTRICT OF SUMMERLAND**

by its authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**CONSULTANT:**

by its authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

DRAFT

## Part D: Submission Forms




This Part D contains forms detailing the information that should be included in a Proposal, as detailed under Section 6 of Part B.

### Part D Contents:

This Part D contains the following forms:

- Appendix A – Certification Form
- Appendix B – Pricing Form
- Appendix C – Methodology, Schedule and Team Form
- Appendix D – Experience Form
- Appendix E – Exceptions to Contract Form

## APPENDIX A – CERTIFICATION FORM

	Proponents must complete all details requested in this Appendix A – Certification Form and include this completed form in the Proposal, as detailed under Section 6.1 (Mandatory Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.
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### 1. Proponent Details:

Full Legal Name of Proponent:	
Other “DBA” Names the Proponent Uses:	
Registered Address:	
Proponent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

### 2. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Certification Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) between the District and us, the Proponent, and that no contractual obligations shall arise between the District and us, the Proponent, until and unless we execute a written Contract with the District.
- d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
  - i. The Proponent has an unfair advantage or engages in conduct which may give it an unfair advantage;
  - ii. The Proponent has had access to confidential information of the District which is not available to other Proponents to this RFP.
  - iii. The Proponent has influence over an employee of the District who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Proponent an unfair advantage or preferential treatment.



3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the District up until the Closing Date and Time:

Addendum #	Issued On Date:

4. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:


\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

## APPENDIX B – PRICING FORM

	<p>Proponents must complete the requested pricing in all tables in this Appendix B – Pricing Form and include the completed form in the Proposal, as detailed under Section 6.2 (Scored Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.</p> <p>In addition to completing this Pricing Form, Proponent should also provide a task fee schedule breakdown, as detailed under section 3 of this this Appendix B.</p>
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### 1. Pricing Basis:

Pricing entered into the tables of section 2 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes, except the GST which shall be itemized separately where indicated.
- b. The Total Lump Sum Contract Price is all-inclusive and includes for all labour, materials, supplies, site visits, travel, overheads, profit, insurance, expenses, disbursements, and all other costs and fees necessary to deliver the Services outlined in Part A.

### 2. Fixed Lump Sum Prices for the Services:

The District has identified the 12 municipal buildings to be covered by this project, plus the ASHRAE audit level for each (as outlined in Part A, Section 2.2); however, the District may remove or add facilities to this list or adjust the audit level before the award of a Contract, based on the pricing provided by the Proponent. As such, the Proponent should provide pricing for both ASHRAE audit levels 1 & 2:

#	SERVICES ITEM	FIXED LUMP SUM PRICE – ASHRAE LEVEL 1 AUDIT	FIXED LUMP SUM PRICE – ASHRAE LEVEL 2 AUDIT
1	Pool and Recreation Centre, 13205 Kelly Ave	\$	
2	Municipal Hall, 13211 Henry Ave	\$	
3	Fire Hall, 13238 Henry Ave	\$	
4	Water Treatment Plant,	\$	
5	16700 Prairie Valley Rd	\$	
6	Waste Water Treatment Plant,	\$	
7	7630 Dunn St	\$	
8	Arena, 8820 Jubilee Rd	\$	
9	Little Chicks Daycare,	\$	
10	9105 Peach Orchard Rd	\$	
11	Public Works, 9215 Cedar Ave	\$	
12	Electrical Dept, 9215 Cedar Ave	\$	

13	Any Other Costs (please specify if any):	\$	
14	<b>TOTAL FIXED LUMP SUM CONTRACT PRICE: (SUM OF ROWS 1 to 13)</b>	\$	
15	GST:	\$	

### 3. Price For Additional Optional Work:

If the District chooses to add the Optional Additional Work, detailed in Part A section 2.3.7, the Consultant’s price for this additional work will be as follows:

OPTIONAL ADDITIONAL WORK ITEM	HOURLY FEE
Perform retrocommissioning	\$
Engineer and design approved energy conservation measures	\$
Provide mechanical engineering support for energy and general maintenance-related projects	\$
GST:	\$


### 4. Task Fee Schedule Breakdown

Proposals should include a Task Fee Schedule Breakdown provided with this Appendix B. This Task Fee Schedule Breakdown can be in a format of the Proponent’s choosing, but should detail the following in order for the District to be able to evaluate the level of effort included as per the Scored Criteria (section 6.2 of Part B).

Task Fee Schedule Breakdown should provide the following detail:

- Detail of personnel, hours and the rate for each of the 12 municipal buildings identified in Part A – the Services, and section 2 of this Appendix B.
- Detail of all expenses and disbursements for each municipal building identified in Part A – the Services, and section 2 of this Appendix B.

## APPENDIX C – METHODOLOGY, TEAM & SCHEDULE FORM

	<p>Proposals should include, in a format of your choice, the details requested in this Appendix C – Methodology, Team &amp; Schedule Form, as detailed under Section 6.2 (Scored Criteria) of Part B. This section of your Proposal must be labelled as “Appendix C – Methodology, Team &amp; Schedule Form”.</p> <p><u>Evaluation Factors:</u>                  Factors to be considered during the evaluation in assessing suitability of methodology, team and schedule will include:</p> <ul style="list-style-type: none"> <li>• Quality and suitability of the method, work and deliverables proposed in order to meet the scope of work requirements detailed in Part A.</li> <li>• Demonstration that the Proponent understands the work required and factors to be considered during the Services;</li> <li>• Experience and expertise of the proposed team;</li> <li>• Ease of working with the proposed team considering the setup and ease of meeting;</li> <li>• Suitability of the schedule proposed; plus</li> <li>• Level of effort and hours proposed for the Services (as per the Task Fee Schedule submitted under Appendix B).</li> </ul>
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### 1. Methodology:

Please provide, on a separate sheet and in a format of your choosing, details of the methodology, work and deliverables your company and sub-consultants (if applicable) proposes in order to deliver the Services outlined in Part A. This should include you project management approach and detailed methodology of how you will approach the audits.

### 2. Team:

Please provide, in a format similar to the table below, details of the team members from your company, and from Sub-Consultants (if applicable), that will deliver the Services outlined in Part A. Please also attach a resume for each named team member which provides and overview of their education and experience relevant to delivering the Service.


Team Member Name:	Position:	Employee or Sub-Consultant:
	Project Manager	

### 3. Schedule:

For the Services detailed in Part A, please provide a schedule, preferably in a Gantt chart format, which details the following for key milestones, deliverables and activities:

- a. Start and Completion dates
- b. Sequence / work breakdown
- c. # of work days
- d. Predecessors and successors for each activity
- e. How the deliverable dates detailed in Part A will be met.

## APPENDIX D – EXPERIENCE FORM

	<p>Proposals should include, in a format of your choice, the details requested in this Appendix D – Experience Form, as detailed under Section 6.2 (Scored Criteria) of Part B. Proponents should provide details on 3 projects completed in the last 5 years which are the most relevant and similar to the Services. Proponents should note that the District may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback).</p> <p><u>Evaluation Factors:</u>                  Factors to be considered during the evaluation in assessing suitability of experience will include:</p> <ul style="list-style-type: none"> <li>• Suitability of experience with similar work and projects;</li> <li>• Feedback from Client references, if the District chooses to contact references; and</li> <li>• The District’s own experience.</li> </ul>
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### Project Experience #1

Client Name:	
Project Name:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on Project:	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	

### Project Experience #2

Client Name:	
Project Name:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on Project:	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	

### Project Experience #3

Client Name:	
Project Name:	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on Project:	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	

## APPENDIX E – EXCEPTIONS TO CONTRACT FORM



Proponents must complete all details requested in this Appendix E – Exceptions to Contract Form and include this completed form in the Proposal, as detailed under Section 6.2 (Scored Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

Evaluation Factors:

Factors to be considered during the evaluation in assessing the response to this Appendix will include:

- Ease for the District in accepting any proposed exceptions to the terms and conditions.

### 1. Statement on Exceptions to Contract:

Please check **either** statement A **or** statement B below:

#### STATEMENT A:

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Consultant.

We further understand that by selecting Statement A, the District will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked Proponent.

#### STATEMENT B:

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Consultant:

(please detail specific exceptions, including clause # and wording change required, in space below):