

City of Coquitlam

Request for Proposals

RFP No. 22-056

## Green Fleet Strategic Plan

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

### [PROPOSAL SUBMISSION FORM](#)

### SUMMARY OF KEY INFORMATION

<b>RFP Reference</b>	<p align="center"><b>RFP No. 22-056</b></p> <p align="center"><b>Green Fleet Strategic Plan</b></p>
<b>Overview of the Opportunity</b>	<p>The purpose of this RFP is to invite Proposals from professional, qualified and experienced firms to complete a <b>Green Fleet Strategic Plan</b> assessment for the City of Coquitlam.</p>
<b>Closing Date and Time</b>	<p align="center"><b>2:00 pm local time</b></p> <p align="center"><b>Tuesday, January 31, 2023</b></p>
<b>Instructions for Proposal Submission</b>	<p>Proposals are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at <a href="https://qfile.coquitlam.ca/bid">qfile.coquitlam.ca/bid</a></p> <ol style="list-style-type: none"> <li><b>In the "Subject Field" enter:</b> RFP Number and Name</li> <li><b>Add files in .pdf format and Send</b> (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.)</li> </ol> <p>Phone 604-927-3060 should assistance be required.</p> <p>The City reserves the right to accept Proposals received after the Closing Date and Time.</p>
<b>Obtaining RFP Documents</b>	<p>RFP Documents are available for download from the City of Coquitlam's website: <a href="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</a></p> <p>Printing of RFP documents is the sole responsibility of the Proponents.</p>
<b>Instructions to Proponents</b>	<p>The guidelines for participation that will apply to this RFP are posted on the City's website: <a href="#">Instructions to Proponents</a></p>
<b>Questions</b>	<p>Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a></p> <p><b>Please note the Purchasing Department will be closed December 26, 2022 to January 2, 2023. Queries will be reviewed on January 3, 2022. City service operations will remain in full service.</b></p>
<b>Addenda</b>	<p>Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: <a href="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</a></p>
<b>Withdrawal of Submission</b>	<p>Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a> prior to the Closing Date and Time.</p>
<b>Terms and Conditions of Contract</b>	<p>The City's <a href="#">Consulting and Professional Services Agreement</a> attached as Appendix A will apply to any Contract awarded resulting from this RFP.</p>

## DEFINITIONS

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

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

**“City” “Owner”** means City of Coquitlam;

**“GHG”** means Green House Gas;

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

**“Project Manager”** means the City staff member appointed to coordinate the work;

**“Proponent”** means responder to this Request for Proposals;

**“Proposal”** means the submission by the Proponent;

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

**“Services” “Work” “Works”** means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor;

**“Shall” “Must” “Will” “Mandatory”** means a requirement that must be met;

**“Supply” “Provide”** shall mean supply and pay for and provide and pay for.

## 1 INSTRUCTIONS TO PROPONENTS

### 1.1 Request for Proposals

The City of Coquitlam (the “City”) is requesting Proposals from qualified and experienced Proponents to develop a **Green Fleet Strategic Plan** (GFSP) that will provides strategic direction to Fleet Services to develop initiatives and establish/modify operations that will align fleet-related efforts with existing and future City plans related to climate action and environmental sustainability, and ultimately support the City of Coquitlam in achieving its greenhouse gas (GHG) reduction targets. The successful Proponent shall provide Consulting Services for the GFSP, as identified herein, while meeting all of the specified performance requirements outlined in this document.

### 1.2 Background

Coquitlam is the largest of the Tri-Cities with approximately 150,000 residents. The Tri-Cities cover approximately 208 square kilometers and are situated east of Burnaby, 10 km to the east of Vancouver, stretching all the way to the Fraser and Pitt Rivers to the east. This part of the region is expected to grow to approximately 359,000 by 2041. The Tri-Cities are experiencing tremendous change, not only in population growth but also in demographics and culture. [Learn more](#) about the City of Coquitlam.

City Council approved the Environmental Sustainability Plan (ESP) which outlines new corporate and community GHG emissions reduction targets:

- 45% GHG reduction by 2030 from 2007 levels
- 100% (carbon neutral) by 2050

In 2020, GHG emissions arising from fleet assets accounted for 61% of the City’s total corporate emissions inventory (36% due to City fleet; 25% contracted fleet). A plan to decarbonize the City’s fleet is essential to meet the City’s climate targets.

Fleet Services Section provides, outfits, and maintains the vehicles, equipment and tools and provides services to all departments in the City including Fire Rescue Services. The City owns and operates over 1,000 vehicles and pieces of equipment.

The City has made advances in electrifying its light duty fleet, which currently includes nine (9) electric vehicles (EV) and an additional two (2) ordered for delivery in (2023). The City has started to transition from fossil fuel powered equipment to electric where feasible. The City has completed installation of 9 fleet specific Level (2) charging stations at its facilities. The City operates 29 chargers for Level 1 and 2 charging. **Figure 1** summarizes the share of public and fleet charging infrastructure.

**Figure 1.**

	Level 1	Level 2
Public	6	23
Fleet	-	9

### 1.3 Instructions for Participation

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

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

The City will not be responsible for any delay or for any submission not received for any reason, including technological delays or issues by either party's network or email program, and the City will not be liable for any damages associated with submissions not received.

### 1.4 Requested Departures

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them.

### 1.5 Evaluation Criteria

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

Evaluation Criteria of each proposal will be determined in accordance with the following:

Proposal Evaluation Summary	Maximum Points to be Awarded
<a href="#">Corporate Experience, Reputation, Capacity and Resources</a>	30
<a href="#">Technical</a>	30
<a href="#">Financial and Value Added</a>	40
Total	100

The criteria for evaluation of the Proposals may include, but is not limited to:

#### **Corporate**

- Project Understanding - comprehensive understanding of the project objectives, outcomes, major issues and opportunities presented in the Proposal;
- Business and technical reputation and capabilities; experience, financial stability, capacity and resources
- Project Team - description and role of Consultant team members and any sub-Consultants; Experience and Qualifications of team members
- Corporate Experience and References - provide examples of similar successful projects, project dates, client names and contact information, description of team member's role in each project.

### **Technical**

- Proposed methodology, work plan and approach, including breakdown of tasks necessary to complete the project.
- Project Understanding - Comprehensive understanding of the project objectives, outcomes and vision; major issues and opportunities presented in the Proposal.

### **Financial and Value Added Benefits**

- Price Schedule - Fee matrix with hourly rates and charges by level of effort (hours) associated to task and total lump sum fee including disbursements (exclude GST);
- Value Added Benefits to the City - Describe your competitive advantage, value added services and benefits that would be provided to the City.
- Sustainable Benefits and Social Procurement - Describe all initiatives, policies, and/or programs that illustrate your firm's efforts towards sustainable practices, environmental responsibility, and equity, diversity and inclusion.

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

## **1.6 Eligibility**

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

- a) Commercial General Liability (CGL) insurance \$5M coverage provided on the [City's Insurance Form - Consultant](#).
- b) Enter into Contract with the City as provided in [Appendix A - Consulting and Professional Services Agreement](#), the City's Consulting and Professional Services Agreement.
- c) A City of Coquitlam or Tri Cities Intermunicipal [Business License](#).

## **1.7 Evaluation and Selection Process**

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

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

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

By submission of a Proposal, Proponents agree the City may disclose the name of the Proponent and value of the awarded Contract.

1.8 Sub-Consultants

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



## **2 GENERAL CONDITIONS**

### **2.1 Terms and Conditions**

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

### **2.2 Intellectual Property Rights**

The Contract establishes the City as the owner of the “Instruments of Service” in connection with this Project specifically the immediate plans, data sets, models, graphics, spreadsheets, etc. and other materials requested and provided as defined as deliverables under this RFP.

### **2.3 External Grants – Funding Requirements**

External funding opportunities (grants, rebates, incentives, etc.) are of interest to the City to support both the development of the Project and the Project's implementation. Ensuring that the Project's intended outcomes meet the eligibility requirements for the funding opportunities sought is expected as part of the deliverables provided by the Successful Proponent.

BC Hydro is anticipated to be providing a grant toward funding the Project and when this grant is confirmed:

- a) BC Hydro may use all materials and intellectual property produced by Applicant in connection with the Project, including the deliverables whether or not protected by copyright, for internal purposes and for communication with its customers, and the successful Proponent hereby grants an irrevocable royalty-free, non-exclusive right and license to so use the Work. Notwithstanding the foregoing, BC Hydro will maintain in confidence and will not disclose to any person other than its directors, employees, agents, contractors, or Consultants who need to know for the performance of their duties, unless as required by law or any authority having jurisdiction, any Work the Successful Proponent, acting reasonably, indicates in writing to BC Hydro is confidential.
- b) During the Term of this Agreement, BC Hydro will inform the Successful Proponent of all uses of the Work.
- c) The Successful Proponent agrees to acknowledge the Contribution Funds provided by BC Hydro in relation to the Project in all publications, publicity material and other forms of release or communication pertaining to the Project. Notwithstanding the foregoing, any acknowledgement of the Contribution Funds to be made by the Successful Proponent must be preapproved in writing by BC Hydro.

The Successful Proponent will not use or publicize any BC Hydro logo without the prior written permission of BC Hydro.

### 3 SCOPE OF SERVICES

#### 3.1 Scope of Work

The overall objective of GFSP is to provide a practical and achievable roadmap for the City to reduce GHG emissions from fleet vehicles and equipment (hereinafter “fleet”) while identifying opportunities to improve service and operational efficiencies. At a minimum, the GFSP will provide, planning for vehicle replacement and fueling (infrastructure) through 2035, and financial and emissions forecasting from 2030 through 2050 (5 year intervals) by doing the following, but not limited to:

a) Core Services:

- Review of current management practices, processes, policies and collate all existing policies and Council-approved approaches included in, but not limited to:
  - Environmental Sustainability Plan (ESP, 2022)
  - Climate Action Plan (CAP, development in process)
  - Strategic Transportation Plan (STP, update in process)
  - Strategic Energy Management Plan (SEMP, annual)
  - Local Government Climate Action Program & Reporting
  - Fuel and vehicle kilometer records
  - Telematics (Nero GPS Tracking)
  - Tri-city Zero Emission Mobility Plan(in progress)
  - Austin Service Centre Redevelopment Project (Fleet Services Building)
- Review the existing fleet GHG emissions baseline and identify and correct errors and omissions in the inventory and calculations.
- Identify, using vehicle use records including GPS system trip records, opportunities for operational and control improvements and develop associated budget costs.
- Make recommendations for fleet management best practice and operational strategies to achieve GHG reductions, lifecycle cost control, and service reliability; these may include rightsizing, leasing, vehicle and infrastructure siting, trip reduction, operator training and other similar strategies.
- Forecast future fleet GHG and lifecycle costs under Business as Usual (BAU) growth scenarios (low, high) with and without management and operational best practice.
- Complete life cycle cost and replacement analysis for the existing fleet based on factors including, but not limited to, required level of service, service growth, risk management criteria, and lowering emissions.
- Consult with and present to fleet users and “top 10” contracted-fleet service providers (separately) to acquire feedback.
- Make recommendations on fleet replacement feasibility based on: GHG reduction targets, market conditions, product availability, lifecycle cost and prior stage recommendations
- Forecast lifecycle cost and emissions from strategies and actions proposed, and, separately, present both the emissions impacts of the low carbon fuel standard (LCFS) and any forecast revenues from participating in carbon credits from being a low-carbon fuel provider. This analysis should consider multiple scenarios with varying participation from contracted service vendors using City “fueling”.

- Present options and make recommendations to the City stakeholders and receive executive direction to follow for infrastructure schematic design and financial planning. (Please allow for 2 meetings, cycle time for executive consideration and requests for interim deliverables refinement.)
- Develop an infrastructure plan to serve low carbon fuels or charging to the fleet for the lifecycle of the GFSP; this should consider the business case for serving low carbon fuel to our highest-emitting contracted service providers' fleet where it is in service to the City.
- Review grants and funding opportunities. Summarize and itemize the various grant funding types received to date for City's fleet acquisitions, and for EV charging stations for both public and corporate fleet vehicles. Identify funding opportunities for EV's, alternative fuels, including hydrogen or other emerging fuel types.
  - This includes completing the Plan workbook for BC Hydro Grant Funding.
- Review new Low Carbon Fuel Provider (LCFP) regulation and incorporate findings with prior research to forecast revenue potential under at least 3 scenarios: (1) corporate fleet only, (2) all major contracted-fleet service (CFS) vendors and, (3) likely to participate CFS vendor and, (3) likely to participate CFS vendors.
- Review physical environment and feasibility for providing alternative fuel/charging.
- Develop Long-term Capital Plan to 2035 that shows:
  - Capacity to achieve 2030 GHG reduction targets;
  - Considers the impact on capacity to become carbon neutral by 2050;
  - Operating cash flow impacts to the end of the replaced fleet life;
  - Staggered investment, where financially advantageous.
  - This must reflect, where feasible, electrification and alternative renewable fuels service infrastructure and the impacts of the LCFS and strategies recommended to reduce fuel consumption.

b) Risk Management Considerations:

- Critical Assets: Identify any of the core fleet that are used as critical assets for emergencies (extreme weather conditions) and provide strategies and action plans for greening the vehicles while maintaining the required level of service.
- Optimize Fleet: Increase effective use of vehicles to minimize fleet expansion.
- Identify constraints: Infrastructure, technology, processes and cost that are barriers to adoption of zero emissions vehicle (ZEV) and renewable fuels. Describe the trade-offs between strategies in terms of broader environmental impacts and financial costs both in short and long-term and make recommendations.
- Low carbon fuels infrastructure plan: The plan must fully leverage grants and incentives available to corporate fleet low carbon infrastructure investment. Identify suitable sites for cost effective charging, using existing load capacity analyses, identify locations where existing electrical capacity allows for EV charging infrastructure to be installed. Make recommendations where additional load capacity is required and budget cost any security, access and service infrastructure requirements.

The GFSP will provide detailed actions, strategies and capital investment guidelines to advise fleet transitioning and management through 2035.

The GFSP will also support longer-term actions and investments to meet the City's GHG emissions reductions target for 2030 and 2050 (carbon neutral). The following activities are to be undertaken in the development of the GFSP and included in the deliverables.

The Consultant will work with staff from the City, including in-person meetings as required. It is intended that the Consultant to work collaboratively with the Project Manager and other City staff as required throughout the process.

The Consultant will, for each recommended strategy, connect the strategy to goals and initiatives or actions. Given the importance of having an actionable GFSP, for each recommended initiative, the Consultant will:

- Demonstrate feasibility,
- Prescribe approach,
- Indicate internal resource needs,
- Detail the implementation environment, and
- Quantify both cost and duration of implementation effort.

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

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

### 3.2 Deliverables

The Consultant is responsible for ensuring all services are provided to the complete satisfaction of the City and are in accordance with all requirements set out within this document.

#### a) Grant, rebate and incentive funding applications

This deliverable includes, but is not limited to:

- Completing and/or supporting (at the City's discretion) no fewer than 3 applications and related required documentation (e.g. completing the plan workbook for BC Hydro Grant Funding) for City Submission of applications.
- Identifying additional funding avenues within **Figure 2** and expanding upon the table as applicable to support both the development of the Project and the Project's implementation.
- Conducting the research and analysis necessary for successful application to the programs included in the expanded table (with special attention to the BC Hydro EV Ready Fleet Plan to secure initial funding for this Project).

**Figure 2.**

<b>Agency</b>	<b>Opportunity</b>	<b>Application Window</b>
BC Hydro	EV Ready fleet plan rebate	Open
BC Hydro	Electrical infrastructure incentive	Open
CleanBC/PlugIn BC (Fraser Basic Council)	Go Electric Fleets Program	Open
CleanBC	Go Electric Commercial Vehicle Pilots Program	April 1, 2023 to September 30, 2023
NR Can	Zero Emission Vehicle Infrastructure Program & ZEV Awareness Initiative for medium and heavy duty vehicles	Spring 2024

**b) Condition Assessment**

To be done using existing City data that identifies vehicle model, age, utilization rates, fuel type, maintenance, condition and associated telematics data (Nero GPS). Further, to perform an assessment of fleet that describes but not limited to the following:

- Annual Vehicle GHG emissions
- Lifecycle GHG and Criteria Air Contaminants (CAC) emission per vehicle
- Lifecycle GHG and CAC emission for each department
- Replacement cycle for each type of fleet
- Replacement cost for each type of fleet
- Downtime and cost including fuel costs
- Operational cost including fuel costs (overall and each department)
- Fleet utilization (overall and each department)

The condition assessment should build on existing work performed by the City (updated list of vehicle IDs, age, replacement dates, mileage, etc.). The assessment should identify any significant replacement cycle opportunity windows in the short term (5 years) that if not transitioned, would lock in significant GHG emissions beyond 2030. Identify any current supply chain issues that may halt the GFSP for certain types of fleet and equipment and the impact on 5 year capital budget planning.

The Consultant will provide original documents and transfer final digital files to the City. The Format of the digital files will be compatible with the City's versions of MS Suite and Adobe PDF.

c) Feasibility Study

This portion of the report should outline the assessment methodology undertaken in order to identify the specific GHG and CAC emission reduction strategies considered as part of this assignment.

Specific project requirements include:

- Establishment of the feasibility to introduce electric vehicles and associated charging infrastructure to the municipal fleet.
- Establishment of the feasibility to introduce alternative fuel vehicles (including but not limited to CNG) and the associated fueling infrastructure and operating requirements to the municipal fleet.
- Identification of vehicle types and/or fuel substitutions to replace existing fleet vehicles as they reach the end of their expected service life, or earlier, where a positive business case is viable. Each vehicle type currently included in the municipal fleet should be considered and discussed as part of the assignment.
- Consideration of supporting contractor “fueling” from City “fueling” infrastructure and the impacts on total cost of transition to the City and total mobile emissions.
- Consideration of fleet operation / maintenance practices, which are expected to result in improved fleet performance and/or emissions reduction.
- Analysis to determine the costs and resources required, and, emissions benefits and revenues emerging from the strategies contemplated above.

d) Green Fleet Strategic Plan (Plan)

This should be informed by the Condition Assessment and Feasibility Study and provided as a compilation of actionable items to be undertaken by the City in order to implement the recommendations based on the findings of the assignment. This section should include, as a minimum:

- Establishment of GHG emissions of the current fleet compared to a 2007 baseline.
- Establishment of fuel efficiency targets and a clear action plan to achieve the projected GHG emissions reduction.
- Establishment of CAC criteria to align with anticipated regional emissions legislation and/or regulation
- Development of a short-term 5 year vehicle replacement plan.
- Development of a detailed 2035 fleet replacement strategy including financial horizon suitable to show lifecycle results on cash flow.
- Projecting the annual GHG reductions anticipated.
- Provide insights on how to reduce the environmental footprint of the fleet and its supporting infrastructure (e.g. Vehicle garage, fueling stations, etc.).

The Plan must include:

- I. Managing green fleet assets effectively: This section should provide information on how to identify the best retention strategies for fleet vehicles throughout their typical life cycle.
- II. Specific project requirements include:

- Establishment of Key Performance Indicators (KPIs) to track the progress of the emissions reductions and implementation of the Green Fleet Strategic Plan.
  - Considerations in responsible end-of-life vehicle disposal should also be identified.
  - Best practices on improving vehicle utilization.
- III. Proposed policies and/or procedures, which could be adopted by the City to further encourage environmentally-conscious practices (e.g. anti-idling, carpooling, etc.) as well as encourage and/or facilitate the procurement of environmentally-responsible suppliers and/or service providers.
- IV. Sections and/or appendices addressing each element of the scope of work provided in 3.1 (above) to the satisfaction of the advisory and steering committees.

### 3.3 In-Scope Fleet Vehicle Categories:

The City has not identified model and age of contracted-fleet service (CFS) vehicles and, while the GFSP does not contemplate replacement costs and servicing for these vehicles, the Consultant must develop an approximate inventory (+/- 25%) by vehicle size, age and fuel service type. It is expected that the top 10 contracts will be addressed as part of this review.

For convenience, 2020 fuel use by City fleet and CFS vendors is provided in **Figure 3**.

**Figure 3.**

		Litres of Fleet Fuel				
	Fuel Type	Corporate	Contract	Subtotal	By Class	% by Class
Heavy Duty Vehicle	Diesel	124,842	102,519	227,361	438,682	32%
	Gas	18,048	8,402	26,450		
	Propane	1,972		1,972		
	Natural Gas		182,900	182,900		
Light Duty Truck	Diesel	11,747	19,165	30,912	478,614	35%
	Gas	313,964	48,196	362,160		
	Propane	11,036		11,036		
	Bio Diesel		73,794	73,794		
	Natural Gas		713	713		
Light Duty Vehicle	Gas	13,072	183	13,255	13,255	1%
Off-road/Equipment	Diesel	247,250	155,246	402,496	433,962	32%
	Gas	22,873	4,435	27,308		
	Propane	4,138	20	4,158		
	Totals:	768,942	595,572	1,364,514	1,364,514	100%
	% of Total	56%	44%			

2021 data will be available in Feb/March 2023 for City fuel and May/June 2023 for CFS fuel. The Consultant should develop analysis in a manner which allows for further analysis with updated data within the term of the plan development and for future use.

The City has identified the vehicle categories and approximate number of units to be covered by the Green Fleet Strategic Plan. Consultant should indicate if they are able to include all

categories in **Figure 4** below and how their methodology would differ in assessing these vehicles.

**Figure 4**

Vehicle type	Distance (vkt)	Fuel (L)	# of units
Backhoe	-	22,840	10
Car	116,233	13,072	25
Dump - 1T	78,048	24,331	10
Dump - 3T	69,433	27,252	13
Dump - 5T	50,707	38,618	13
Dump - Tandem	10,599	31,820	6
Fuel Tanks	-	1,270	1
Generator	-	12,203	10
Mower - Small	-	530	13
Mower - Veh	10,233	30,431	17
Other	-	12,062	14
Pick Up	924,184	207,571	105
Rental/Lease	-	19,143	23
Specialty - Fire	19,288	89,509	22
Specialty - Veh	66,341	100,946	17
Tractor	-	3,360	5
Trailer	-	164	1
Van	394,768	84,434	47
Van - Cube	48,295	17,897	7
Van - Mini	9,641	1,131	2
Van - Utility	70,287	25,715	8
Misc power equip.	-	4,644	42
Grand Total	1,868,057	768,942	411

2021 Data

### 3.4 Project Schedule

- The Consultant is responsible for their availability and ability to meet time schedule and completion date. Consultants are to confirm they will meet the City's expectations with a written acknowledgement of the ability to deliver the required Services to the City given the Consultants' existing workload and future commitments.
- The Consultants must meet the completion date for the project. Final Report due **October 31, 2023**.
- Consultants should include as part of their proposal, proposed milestone deliverables, frequency of status meetings, and all requirements of City staff to meet deliverable timelines.
- The City's preferred schedule is in **Figure 5**.



**Figure 5**

<b>Milestone</b>	<b>Audience</b>	<b>Estimated End Date*</b>
Project Plan Review	Consultant Project Team	FEB 2023
Analytical Review	Consultant Project Team	APR 2023
Review Draft GFSP	Project Team Project	JUN 2023
Deliver Final GFSP	Project Sponsors Project	OCT 2023

### 3.5 Fee Schedule and Cost of Services

- a) Consultants to submit with their Proposal, a **Schedule of Effort and Fees**, for all of the Services outlining level of effort by each team member, including hourly rates and total lump sum pricing. The hourly rates will be used to value additional services if required. The fee schedule should show the maximum upset limits that the Consulting Team will not exceed unless the City's Project Manager requests additional services which are beyond the Scope of Services as outlined in this RFP.
- b) The Consultant shall include in the fee schedule all sub Consultant fees and all Consulting Team disbursements.
- c) The Consultant shall indicate any additional 'Optional Services' or costs not accounted for in the fee schedule as part of the proposal submission.
- d) The Consultant will not be able to claim any additional cost as a result of changes to the Schedule or order of works. This condition shall be in effect for the duration of the project.
- e) The Consulting Services Price Total' will form the budget for the full scope of the Services, including all details and deliverables specified in this RFP.
- f) The Price total includes business administration services, disbursements, costs, charges, expenses, of any sort (excluding GST) for the Consultant to complete the Project to the City's standards in accordance with the work schedule provided in this RFP.

# **Appendix A**

**Contract No. 22-056**

**Green Fleet Strategic Plan**

## **Consulting and Professional Services Agreement**

**Section 0100**      **Pages 2 – 4**

**Section 01200**    **Page 5**

**Section 01400**    **Pages 6 - 15**

**AND: XXXX**  
**XXXXXX Street** (the “Consultant”)  
**Vancouver, BC**  
**V6B 2W9**

2.2 The Consultant shall perform and complete the Services with care, skill, due diligence and efficiency.

- 2.3 The Term of this Agreement will commence on **date** and will expire on **date**, unless otherwise extended or terminated by the parties.

**3.0 Agreement Amount:**

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

**4.0 Time of The Essence:**

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

**5.0 Entire Agreement:**

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

**6.0 Amendment:**

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

**7.0 Contract Administrator:**

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

***Name***

***Title***

***City of Coquitlam***

***3000 Guildford Way, Coquitlam, BC V3B 7N2***

***T: 604-927-XXXX E: [email@coquitlam.ca](mailto:email@coquitlam.ca)***

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

***Contract Administrator Contact***

***Title***

***Company name***

***Address***

***T: E:***

**8.0 Inurement:**

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

**AGREED:**

**SIGNED on behalf of the City:**

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Name & Title*

\_\_\_\_\_  
*Name & Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**SIGNED on behalf of the Consultant:**

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Name & Title*

\_\_\_\_\_  
*Name & Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**1.0 Scope of Services:**

Refer to RFP XX-XXX Insert Title Here issued XX, XX, XXXX

**2.0 Deliverables, Tasks, Milestones, Timelines:**

Refer to RFP 2 XX-XXX Insert Title Here issued XX, XX, XXXX and “Proponent’s Name”  
Proposal dated XX, XX, XXXX

**3.0 Consultant Project Team:**

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

**4.0 Consulting Fee & Rates:**

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

**1.0 DEFINITIONS:**

In this Agreement

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

**2.0 ASSIGNMENT:**

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

**3.0 STANDARD OF CARE AND QUALIFICATIONS:**

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

**4.0 CONFIDENTIALITY:**

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

- 4.2 **Obligation of Confidentiality.** It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other party. During the term of this Agreement and for a period of five (5) years thereafter, subject to Clause 4.3 and 4.4, each party agrees:
- (a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees, or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and
  - (b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party's prior written approval.
- 4.3 **Freedom of Information and Protection of Privacy Act.** The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the City under this Agreement may be subject to disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause, the "Act").
- 4.4 **Designation of Confidential Information.** The Consultant acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the City fits within Section 21 of the Act, the Consultant must specifically advise the City and request the City not to disclose that information.
- 4.5 **Return of Confidential Information.** Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Consultant required by the City to make use of any work product under this Agreement.
- 5.0 CITY'S RESPONSIBILITIES:**
- 5.1 The City shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as the Contract Administrators agree necessary or appropriate under this Agreement.
- 6.0 INDEMNITY:**
- 6.1 Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City and its successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its Sub-Consultant(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to



which the Claims are caused by errors, omissions or the negligent acts of the City, its other Consultant(s), assign(s) and authorized representative(s) or any other persons.

- 6.2 The terms and conditions of Clause 6.1 shall survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.
- 6.3 The indemnity provided in Clause 6.1 by the Consultant to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Clause 11 or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

**7.0 NO WAIVER:**

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

**8.0 CONSULTANT STATUS:**

- 8.1 This is an agreement for the performance of Services and the Consultant is engaged under the Agreement as an independent Consultant for the sole purpose of providing the Services. Neither the Consultant nor any of the Consultant's personnel is engaged by the Agreement as an employee, servant or agent of the City.
- 8.2 It is understood and agreed that the Consultant will act as an independent Consultant and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement and Section 01200 Schedule of Fees, Rates and Charges.

**9.0 DOCUMENTATION, PATENT AND COPYRIGHT:**

- 9.1 **Title.** The title, property rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the City without any payment by the City therefor.
- 9.2 **Patent and Copyright.** The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the City without any payment by the City therefor.
- 9.3 **Further Assurances.** The Consultant shall upon request by the City, do all such things and execute and deliver to the City all such documents and instruments as the City shall reasonably require in order to vest title, property rights and ownership in the City as provided in Clause 9.1 and 9.2 and the Consultant shall execute and deliver all such assignments, documents and

instruments as may, in the City's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

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

**10. NOTICES:**

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

**11.0 WORKERS' COMPENSATION, INSURANCE AND BUSINESS LICENCE:**

**11.1 Workers' Compensation Board (WCB) Requirements**

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

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

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

**11.2 Insurance to be provided by the Consultant**

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

- (a) Commercial General Liability Insurance

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

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

(b) Automobile Liability Insurance

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

(c) Professional Liability Insurance

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

(d) Consultant Equipment Insurance

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

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

**11.3 City of Coquitlam Business Licence**

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

**12.0 DELAY IN PERFORMANCE:**

12.1 Neither the City nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal

agency for any of the supplies, materials, accesses or services required to be provided by either the City or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**13.0 SEVERABILITY:**

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

**14.0 CONFLICT OF INTEREST:**

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

**15.0 GOVERNING LAW:**

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

**16.0 DISPUTE RESOLUTION:**

- 16.1 All claims, disputes or issues in dispute between the City and the Consultant shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.
- 16.2 In the event that the parties agree to arbitration, pursuant to Clause 16.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.
- 16.3 In the event that the parties agree to arbitration, the arbitration shall take place in Vancouver, British Columbia and be governed by the laws of British Columbia.
- 16.4 The procedure set out in this Clause 16 is not meant to preclude or discourage informal resolution of disagreements between the City and the Consultant.

## **17.0 TERMINATION:**

### Termination for Default

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

### Termination without Default

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

## **18.0 PAYMENT:**

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

- 18.4 The invoice submitted for each billing period shall be clearly itemized to show the PO number, amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Consultant shall also provide to the City upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the City shall request.
- 18.5 Payments will be made in portions of the fixed lump sum amounts quoted based upon satisfactory completion of a portion of each of the project deliverables as determined by the Project Manager outlined above and in accordance with the fee schedule.
- 18.6 Except for the amounts which the City in good faith is disputing and except for any set off which the City may claim and except for invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence under Clause 18.2, the City shall pay invoices submitted to it for the Services within 30 days of receipt thereof.
- 18.7 The Consultant shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.
- 18.8 The Consultant will not be able to claim any additional cost as a result any delays caused by the Consultants. The Consultant shall be entitled to extra fees as result of changes to the scope by the owner or an extension to the schedule caused by owner or contractor.
- 18.9 Payments made to the Consultant shall not be construed as an unconditional acceptance of the work accomplished up to the time of payment.

**19.0 SUBCONTRACTORS:**

- 19.1 The Consultant may retain Subcontractors to assist in the performance of the Services provided that, where appropriate, the terms of this Agreement shall apply to the Subcontractors and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The City may request a copy of Terms and Conditions entered into by the Consultant with any subcontractor and the Consultant shall comply. The Consultant shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.
- 19.2 Disbursements for which the Consultant shall not be reimbursed and shall be included as the design fee total for professional services include:
- .1 Drafting (AutoCAD, manual, supplies);
  - .2 Clerical support
  - .3 Computer Use;
  - .4 Courier and freight charges
  - .5 Telecommunications

- .6 Travel (mileage, transportation, parking, vehicle, taxi, accommodation, meals);
- .7 Copying and Reprographics (Consultant's in-house drawings reproduction, review drawings and specifications, reports for sub-Consultants' review);

**20.0 EXTRA WORK:**

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

**21.0 WORK AND SERVICES OMITTED:**

- 21.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.
- 21.2 The Consultant must receive written approval from the City prior to commencing any additional works which will affect the project cost or schedule. A Change Order form must be submitted in the event the Consultant fees exceed the original proposed purchase order amount. In this situation the Consultant will be requested to submit scope of work change alternatives to meet the budget.
- 21.3 A separate schedule of values is required as supporting documentation to the invoice for all additional services.
- 21.4 Any invoice encompassing extra work or additional work not previously approved in writing will not be accepted by the City.

**22.0 WORK AND SERVICES OMITTED:**

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

**23.0 WITHHOLDING OF PAYMENTS**

- 23.1 The City may withhold payment to the Consultant as necessary to protect the City relating to unsatisfactory performance or quality of work;
- 23.2 No interest shall accrue on payments withheld by the City. Interest payments will only be considered where it is agreed that the City erred in its information causing the withholding of payment.
- 23.3 The withholding of any payment shall not affect the Consultant's obligation to continue performance of work.

**24.0 THIRD PARTY RIGHTS:**

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

**25.0 LIMITATION OF LIABILITY:**

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

**26.0 CHANGES TO SCOPE OF SERVICES:**

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

**27.0 NON-RESIDENT WITHHOLDING TAX:**

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

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

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

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

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

**28.0 ADVERTISEMENT:**

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





## PROPOSAL SUBMISSION FORM

RFP No. 22-056

### Green Fleet Strategic Plan

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

**Tuesday, January 31, 2023**

(Closing Date and Time)

#### **INSTRUCTIONS FOR PROPOSAL SUBMISSION**

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

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

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

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

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3060.

<b>Legal Name of Proponent</b>	
<b>Contact Person and Title</b>	
<b>Business Address</b>	
<b>Telephone</b>	
<b>Email Address</b>	

## 1. DEPARTURES AND AWARD

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

Section	Requested Departure(s) / Alternative(s)

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

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

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

i. <b>Insurance</b> – Provide Insurance coverage as per the <a href="#">City's Insurance Form - Consultant</a>	
ii. <b>Vendor Info</b> - Complete and return the City's <a href="#">Vendor Profile and Electronic Funds Transfer Application (PDF)</a>	
iii. <b>Business License</b> - A City of Coquitlam or Tri Cities Intermunicipal <a href="#">Business License</a>	

**As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):**

--

2.

## CORPORATE

<b>a) CAPABILITIES, CAPACITY AND RESOURCES</b> - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):	
i.	Structure of the Proponent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.):
ii.	Proponent is to provide a narrative as to their demonstrated ability to provide the Services requested in the RFP :
iii.	Proponent is to describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes their capacity to take on this project in regards to other work the Proponent may have ongoing:

<b>b) REFERENCES</b> – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):	
Reference No. 1	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Project completed on budget	
Project completed on schedule	
Reference Information	Company
	Name:
	Phone Number:
	Email Address:

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

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

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

Sub-Consultant No. 1	
<b>Legal Name</b>	
<b>Trade/Services Performed</b>	
<b>Background and Experience</b>	
<b>Contact Information</b>	Name:
	Phone Number:
	Email Address:

Sub-Consultant No. 2	
<b>Legal Name</b>	
<b>Trade/Services Performed</b>	
<b>Background and Experience</b>	
<b>Contact Information</b>	Name:
	Phone Number:
	Email Address:

**d) KEY PERSONNEL** – Proponent proposes the following key personnel for the Services stated in the RFP. No changes, additions or deletions are to be made to these Key Personnel without the City's written approval.

LINE ITEM	NAME	TITLE/POSITION	EXPERIENCE AND QUALIFICATIONS	YEARS WITH YOUR ORGANIZATION
i.				
ii.				
iii.				
iv.				
v.				
vi.				
vii.				

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

**3. TECHNICAL**

**a) APPROACH and METHODOLOGY**

Provide details as to how your organization would approach this project and engage with the City including methodology, work plan and approach. Include a breakdown of tasks necessary to complete the project. Identify any challenges you anticipate in this project and how you propose to mitigate them.

**b) PROJECT UNDERSTANDING**

Provide a detailed narrative as to the Proponent's understanding of the project objectives, outcomes and vision; major issues and opportunities presented in the Proposal.

**c) CHALLENGES – Describe the challenges anticipated and how the Proponent intends to mitigate these.**

**d) REPLACEMENT STRATEGY - Include quantified scenario elements that include calculations and a modelling program to show vehicle replacement strategy.**

**e) Proposed Work Schedule and Milestone Dates**

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

The Proponent is able to meet Proposed Work Schedule:

☐ **Yes**

☐ **No**

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

#### 4. FINANCIAL

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

ITEM NO.	TASK/DELIVERABLE	Indicate Assigned Staff, Number of Hours, and Rate/Hour			TOTAL PRICE (LUMP SUM) (exclude GST)
TECHNICAL					
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
Total					\$

**b) BC Hydro EV Ready Fleet Plan Requirements**

In your estimation, what proportion of total proposed fees is attributable to meeting the requirements of the BC Hydro EV Ready Fleet Plan requirements?

**c) VALUE ADD**

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

**d) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY**

i. Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City

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

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



**Attention Purchasing Manager:**

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

Addendum No.	Date Issued

**This Proposal** is submitted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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