



5192P – Provision of Program Management Services for the Richmond Energy Challenge

1. Introduction

- 1.1 The City of Richmond (the “City”) invites responses to this Request for Proposal (“RFP”) from qualified firms to provide Program Management Services for the Richmond Energy Challenge, a new program being offered by the City to help commercial and multifamily building owners, managers, and operators, reduce energy spending and emissions in their buildings.
- 1.2 The objective of this RFP is to provide the City with qualified Proponents capable of carrying out the work herein defined. The subsequent Proponent Submissions will form the basis for evaluation, potential interview and selection.

2. Definitions

- 2.1 Throughout this RFP the following definitions apply:
 - a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Consultant on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - b) “City” means the municipal corporation, generally known as the City of Richmond in British Columbia, Canada;
 - c) “Closing Time” means the closing date, time, and place as set out in subsection 4.1 of this RFP;
 - d) “Consultant” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract who enters into a written Contract with the City to perform and to oversee the Work.
 - e) “Contract Documents” means the purchase order, the Consultant’s Proposal, the RFP and such other documents as applicable, including the City’s purchase order all amendments or addenda agreed between the parties;

- f) “Contract” or “Agreement” means the agreement formed between the City and the Consultant as resulting from this RFP, executed by the City and the Consultant and evidenced
- g) “G.S.T.” means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;
- h) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- i) “Project” means the scope of Work and Requirements described in this RFP;
- j) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this RFP;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this RFP;
- l) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- m) “Response” means the same as “Proposal” or “Submission”;
- n) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- o) “Services” means the same as “Work”;
- p) “Successful Proponent” means the same as “Consultant” and;
- q) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

3. Key Dates

- 3.1 In order to assist Proponents, following are the key target dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

1. RFP issued	May 8th, 2014
2. Inquiries received up to	May 20th, 2014
3. Closing Date for submission of Proposals	May 27th, 2014
4. Evaluation and Award (if any)	Early-Mid June 2014

4. Submission Details

- 4.1 Two (2) hard copies, and 1 (one) additional electronic copy (on a CD ROM or memory stick) of Proposals marked “**5192P – Provision of Program Management Services for the Richmond Energy Challenge**” and addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, **3:00pm local time May 27th, 2014.**
- 4.2 Submissions received after this time may, at the City’s discretion, be returned to the sender unopened.
- 4.3 Hard copy and electronic copy submissions should be identical to each other and in the same file format (i.e. Excel, word).
- 4.4 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 4.5 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 4.6 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 4.7 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.8 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City’s acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

5. Enquiries and Addenda

- 5.1 Clarification of terms and conditions of the RFP document and RFP process and all other inquiries shall be directed to:

Julia Turick, Buyer II
purchasing@richmond.ca
City of Richmond

- 5.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.

- 5.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the RFP document, may be issued as written addenda by the City. It is the sole responsibility of potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Proposal:

a) City: <http://www.richmond.ca/busdev/tenders.htm>

b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

- 5.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.

- 5.5 The deadline for inquiries for this RFP is **5:00 p.m., local time on May 20th, 2014**. The City reserves the right not to respond to inquiries received after this deadline.

- 5.6 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

6. Presentation and Interviews

- 6.1 Individual interviews by Proponents, if any, may be required. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Proponent, its own qualifications for services required, and any other area of interest relative to its Response.

7. Project Background

- 7.1 The City committed to reducing its community's energy use and greenhouse gas emissions in its 2041 Official Community Plan. In January 2014, the City adopted its Community Energy and Emissions Plan (CEEP). The CEEP recognizes that improvements to existing buildings represent a key opportunity

to reduce energy and emissions, and identifies “promoting building efficiency through outreach and education” as a priority action. Additionally, the City’s Sustainability Framework recognizes the importance of encouraging water and resource conservation, and more environmentally and socially sustainable building management practices.

- 7.2 In light of these priorities, the City is piloting an “Energy Challenge” (name subject to change), intended to help businesses and owners, managers, and operators of existing commercial and multifamily buildings reduce energy spending and emissions in their buildings, and pursue other green activities. This program is supported by City and BC Hydro funds; other funding partners are being explored. The program draws inspiration from precedents such as the 2030 Districts initiative, Building Owners and Managers Associations’ Kilowatt Crackdowns, Green Office Challenges, and other similar programs, which cultivate friendly competition around green building performance, and build the capacity of owners, property managers, and operators to improve the financial and environmental performance of their building.
- 7.3 The City will recruit building owners and managers into the Challenge, asking that they simply track their energy performance and commit to pursuing strategies to save money and help protect the environment. Participating buildings will then be eligible to take advantage of a range of services facilitated by the Challenge.
 - a) The Challenge will be anchored by a “Peer Learning Group” (name subject to change), which will convene participating property managers and building operators. The City will facilitate workshops and tools for this group. The City intends to provide both early pre-defined workshops that can serve as a “draw” for participation, as well as opportunities for participants to define their own training needs.
- 7.4 The City anticipates that the Peer Learning Group might be further divided into two or more cohorts groups, representing varying levels of energy management expertise, and different energy management interests. The City envisions a flexible, “constellation model” that allows for response to group needs.
- 7.5 The Energy Challenge will facilitate the following services for participating buildings:
 - a) Training and assistance in entering building information into ENERGY STAR Portfolio Manager (or another suitable energy benchmarking platform proposed by the program manager).
 - b) Training relating to building energy management, including:
 - An introduction to available utility DSM programs, including guidance on how to access these programs.

- A series of pre-defined trainings on energy saving opportunities (e.g. lighting retrofit opportunities, RTUs, natural gas saving opportunities, etc.)
- “User-defined” trainings/workshops/ services, articulated by the learning community.
- c) Guidance and a peer-based process to proceed through building energy assessments and energy upgrades. This will include guidance on which utility programs are appropriate for different participants. More importantly, the City envisions a peer-based process wherein participants will interpret their energy assessments, and implement upgrades.
- d) Potentially, bulk procurement and/or facilitation of turnkey contractor services, for energy management services and/or other property management and upgrade services.
- e) Connection to building management professional certification systems (for example, BOMA eEnergy Training; BOMI designations/certifications; etc.).
- f) Regular networking and mentorship. The City wishes to facilitate mentorship by established Energy Managers and Energy Specialists for property managers with less capacity.
- g) Opportunities to inform future policy and programs relating to buildings.

8. Components of the Project

- 8.1 **Facilitating Friendly Competition** – Awards & Recognition - As part of the Challenge, the City will recognize participating buildings, and provide awards for high performing buildings. The City will suggest that buildings track their performance over the course of a year via energy benchmarking, using ENERGY STAR Portfolio Manager.
- 8.2 The City plans to host a recognition ceremony in Fall 2015. The City may use a judging panel to confirm award winners; if so, the City will coordinate. Recognition and awards are being considered for (subject to revision):
- a) All participants.
 - b) All participants reducing energy use intensity beyond a threshold (e.g. 10%).
 - c) Greatest energy use intensity reductions.
 - d) Lowest overall energy intensity use.

- e) Most innovative project (submitted in brief qualitative format and judged by City staff).
- 8.3 **Eligible Properties** - All commercial, multifamily, institutional and industrial buildings, as well as businesses occupying part of a building, will be eligible to participate. However, the City will focus its recruitment and programming on medium and larger buildings. The bulk of the technical assistance will focus on building managers/operators involved in energy upgrades and ongoing energy management.
- 8.4 **Timeline** - The City anticipates launching recruitment in June 2014. Participants will be eligible to join the Energy Challenge at any time before the programs completion. The City anticipates beginning delivery of Peer Learning Group sessions in the Fall of 2014.
- 8.5 **Project Evaluation** - The program will be evaluated in a Final Program Report which will be completed by the City. Content of the report will include:
- a) Characterization of participating buildings/organizations by primary type/industry, size, etc..
 - b) Estimates of energy savings from participants. May be sourced from reported energy savings (from voluntarily submitted benchmarking reports); tracking of buildings by utility account number (if participants consent to provision) or other means.
 - c) Results from qualitative pre- and post- surveys, interviews, and experiential knowledge, documenting:
 - Motivations for pursuing energy management.
 - Key learning objectives (pre) / outcomes (post) from participation in the program.
 - Energy management practices adopted (e.g. high level summary of energy conservation measures taken; presence of energy management plan; etc.).
 - Perception of key barriers & opportunities to energy management.
- 8.6 **Structure and timeline** – The Energy Challenge will begin recruitment in June 2014. It is anticipated to launch September 2014, and will wrap-up September 2015. Appendix One outlines a preliminary structure and timeline.

9. Roles & Responsibilities for Delivering the Energy Challenge

- 9.1 Roles that the City and the Successful Proponent will undertake are summarized below:

- a) The City:
 - Program administration;
 - Participant recruitment;
 - Evaluation planning and reporting;
 - Awards & recognition; and,
 - Web hosting.
- b) Consultant:
 - Advise on effective recruitment strategies;
 - Program management;
 - Peer Learning Group coordination and communications;
 - Assist participants with energy benchmarking; and,
 - Conduct or coordinate training.

9.2 Please note, Section 10 (ten) of this document outlines the Scope of Consultant Duties and Appendix Two - Energy Challenge - Preliminary Structure & Timeline provides some further detail on these roles.

10. Scope of Consultant Duties

10.1 The Consultant will:

- a) Attend a project kick-off meeting, and subsequent meetings with City staff.
- b) Advise the City during recruitment for the Energy Challenge. The City will lead recruitment efforts and perform the majority of this work; the City has designated staff resources to recruit participants via individual meetings, direct mail, and co-promotions with industry organizations. The consultant will be expected to leverage their networks to help build entrants in the Challenge.
- c) Develop an Energy Challenge Implementation Plan, including:
 - Review existing energy management training resources that can be leveraged in the Energy Challenge.
 - Detailed development of initial training modules.

- Inventory appropriate utility DSM programs for participants.
 - Establish protocol to assist participants with benchmarking their buildings' performance.
 - Develop protocol to estimate energy savings associated with delivering the Energy Challenge program.
 - Establish participant relationship management system.
 - Develop pre- and post- survey design.
- d) Coordinate amongst participants, including establishing communications platforms, conducting communications, and serving as a contact for participants.
- e) Assist participants with entering building data into Energy Star Portfolio Manager.
- f) Coordinate qualified trainers and/or deliver trainings in energy management. The Energy Challenge will offer some prescribed trainings, and also will facilitate participants to articulate their own training requirements.
- g) Facilitate the articulation of additional participant training desires, and the provision of such training.
- h) Facilitate connections to building energy assessments, utility programs, and energy upgrade contractors.
- i) Assist City staff by providing information for a Final Report, which will report of the activities and outcomes of the project to date; and recommend whether to initiate continuation/expansion of the program, and identifying potential funding models if expanded.

11. Submission Format

- 11.1 Proposals should be no more than 25 (twenty five) single pages (or equivalent double sided pages) in length, not including appendices, and should adhere to the following structure and in the order that follows:

SECTION A: Cover Letter and Executive Summary

- a) This covering letter referencing the RFP number and title. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an

authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.

- b) The executive summary should provide a synopsis of your overall approach and key points in your Proposal.

SECTION B: Table of Contents

- c) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

SECTION C: Experience, Reputation, Capacity, Team Composition and Resources

- d) Provide sufficient information that demonstrates the Proponent's experience, reputation, capacity, and availability of resources, including the ability to meet Requirements of this RFP, qualifications and competencies, track record, references of current and former clients for types of services described in this RFP.
- e) Provide sufficient information about your company that includes, but is not limited to the following:

Part 1: Should include the following information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers.
- ii. Any other name(s) Proponent is, or has, been doing business under.
- iii. Location of head office and subsidiary offices, as applicable;
- iv. Number of employees;
- v. A corporate profile of the Proponent's firm outlining its history, philosophy and target market;
- vi. A detailed listing, with descriptions, of successfully completed projects that demonstrate the Proponent's experience with providing the types of services required by this RFP;
- vii. Detailed information of the Proponent's years of relevant experience in providing the services required by this RFP;
- viii. An organization chart of the Proponent's organizational structure as this will relate to the Proponent's team members that will be assigned to perform the services under this Contract;
- ix. Team Composition – provide a complete listing of all personnel and resources who will be assigned to this project including:
 - a. A brief resume identifying each individual's qualifications and experience.

- b. Number of years each individual has worked for the company and specific projects worked on.
- c. A description of available support staff and firm resources
- d. Confirmation of the availability of the key staff during the required time frame

Note: The City will not accept substitutions to the Proponent's proposed team after the time and date set for receipt of Proposals as per Section 4.1 - Submission Details.

Part 2: Additional Information

- i. In this section, Proponents may provide any additional comments about their experience, capacity; resources or value added options which they feel would be informative and beneficial to the City.

Part 3: References

- i. Proponents should provide a list of former and current references for all customers for whom the Proponent has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past five (5) years (list all). Proponents should include a brief ½ page summary of the services provided, and the date of services. Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm statements made in response to this RFP.

SECTION D: TECHNICAL INFORMATION

In this section Proponents should provide:

Part 1: Methodology, Work Plan and Schedule

- i. In this section, provide a specific timetable, milestones, meetings and detailed work plan for the different phases of the work, including timelines for completion of specific tasks, time requirements and identification of specific deliverables
- ii. List the City's staff, and relevant agencies and time requirements of each that would be required to participate during the performance of the Services.
- iii. A short narrative (no more than two pages) that illustrates the Proponent's understanding of the Project (including background, objectives and scope), the Requirements, Project deliverables and Project objectives and how these will be achieved by the Proponent's methodology;

- iv. A methodology that describes the key elements of the approach that would be employed by the Proponent in undertaking this Project for the City as outlined in this RFP. Step by step procedures, documentation and a schedule of activities which indicate how it proposes to meet these needs should also be provided. This methodology should also include information explaining each project task, including what will be expected of both the consultant and the City with respect to each task, and how the tasks achieve the project objectives/outcomes. This section should be clearly laid out, with each task succinctly described, and deliverables/outcome associated with each task identified.
- v. A Project schedule.
- vi. A description of Project deliverables that will be provided to the City.

Part 2: Applicable Standards

- i. Proponents should reference all applicable standards to be used in determining and completing their methodologies. If there are any standards specific to the Proponent's firms (not required by applicable industry standards) that will be applied during the performance of the services, then these should be specified in the Proposals as they will need to be considered by the City.

SECTION E: FEES

- f) In this section Proponents should complete Appendix One – Fee Schedule should be submitted in the format included with this RFP and shall represent the maximum fees, excluding applicable taxes, to complete the Project including budget, resources to complete the work, including hours and hourly rates for staff assigned and estimated expenses and disbursements.
- g) Confirm that all invoices are in Canadian Funds;
- h) Please include any cost saving strategies that will benefit the City.

Note: The City's payment terms are Net30 days from receipt of invoice. Detailed invoices shall be submitted on a monthly basis.

SECTION F: WORKSAFE, INSURANCE(S), BUSINESS LICENSE

In this section Proponents should provide:

- i. Confirmation of WorkSafe BC coverage. Proponents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.

- ii. Confirmation of Required Insurance (See Section 9.1 of http://www.richmond.ca/_shared/assets/General_Conditions_for_Consulting_Services_Provided_to_the_City28608.pdf).
- iii. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award.

12. Evaluation of Proposals

- 12.1 All Proposals will be evaluated for their compliance and suitability with respect to the requirements of the City by a committee composed of City staff or designates, which may include 3rd party consultants.
- 12.2 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 12.3 The City, in its sole discretion, may conduct any inquiries, clarifications or investigations on any or all of the Proposals, without having any duty or obligation to do so for all, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 12.4 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
 - a) Understanding of project objectives/outcomes and vision;
 - b) Quality of methodology (including time and resource impact to City staff) including:
 - i. Project deliverables.
 - ii. Schedule and strategy for sequencing of the Work;
 - c) Capacity of the firm to complete the Project, company reputation and resources; experience and qualifications of those staff to be assigned to the Services. In addition, the City will place consideration on the Proponent's:
 - i. Business and areas of expertise as well as ability to demonstrate the required skills and experience in providing completing the Strategy;
 - ii. Proven experience communicate and work effectively with project stakeholders;

- iii. Ability to complete project deliverables within the City’s stated schedule as per Appendix Two– Energy Challenge - Preliminary Structure & Timeline;
 - iv. Quality of references; and,
 - v. Previous experience with similar type projects.
 - d) Presentation or Interview;
 - e) Fee allocation to tasks and value for money; and,
 - f) Clarity and brevity of the Proposal.
 - g) Preference will also be given to Responses that demonstrate:
 - i. A history of providing quality energy management training to a property manager / building operator audience.
 - ii. Existing relationships with the real estate industry, which may serve as an asset in driving participation in the program.
 - iii. That the Proponent is positioned to deliver future iterations of the program at a broader scale (e.g. a greater number of buildings, larger geography, etc.).
 - iv. A mission to advance sustainable building practices, and a history of developing innovative program offerings. The City believes that the Energy Challenge will have a greater likelihood of success the program manager challenges our assumptions; suggests improvements; and iteratively strives to develop better services and offerings for participants.
- 12.5 Preference may be given to Responses offering innovative concepts, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 12.6 Preference may be given to Submissions offering innovative methodology, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 12.7 Proponents may be interviewed by the City. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response.
- 12.8 Reference checks may also be conducted by the City.

- 12.9 Prior to Contract award, the Proponent may be required to demonstrate financial stability. As such, the Proponent may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last 2 (two) fiscal years.
- 12.10 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.
- 12.11 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

13. RFP Process

- 13.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
 - b) accept a Proposal which is not the lowest cost Proposal;
 - c) accept all or any part of a Proposal;
 - d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
 - e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
 - f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
 - g) cancel the RFP process at any time and reject all submissions;
 - h) not accept any Proposal in response to this RFP;
 - i) reject a Proposal even if it is the only Proposal received by the City;
 - j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;

- k) reject or accept any or all Proposals at any time prior to execution of a Contract;
 - l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
 - m) split the Requirements between one or more Proponents.
- 13.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

14. Negotiations

- 14.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
 - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent;
 - c) specific contract details as deemed reasonable for negotiation by the City; and,
 - d) structure of the Consultant team and participants.
- 14.2 If a written contract cannot be negotiated within 30 (thirty) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enters into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

15. Working Agreement

- 15.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this RFP and the Successful Proponent's Submission and any negotiated modifications thereto.

16. Award of Contract

- 16.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 16.2 No Contract will be formed until the Contract terms have been successfully negotiated between both parties. The City is not obligated to any Proponent in

any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.

- 16.3 The City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Consultant and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Proponent and the City;
 - c) The Proposal; and
 - d) The RFP and any subsequent addenda.
- 16.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.
- 16.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

17. Publication of the Results of this RFP

- 17.1 The City will publish the name of the successful Proponent on the websites listed in section 5.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this RFP.

18. General Terms of this RFP

- 18.1 All Proposals shall remain open for a minimum of 90 (ninety) days after the Closing Time, whether or not another Proposal has been accepted.
- 18.2 The City reserves the right to cancel this RFP for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 18.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

- 18.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 18.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 18.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 18.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 18.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 18.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

19. Ownership of Proposals

- 19.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.

20. Conflict of Interest

- 20.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.
- 20.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has

any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

21. Confidentiality

- 21.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 21.2 The Consultant agrees that this obligation of confidentiality will survive the termination of the Contract between the Consultant and the City.

22. No Lobbying

- 22.1 From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFP or the Project except via the designated Contact Person in Section 5.1.

23. Information Disclaimer

- 23.1 The City, including its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 23.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 23.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 23.4 While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

24. Freedom of Information and Protection of Privacy Act (BC)

- 24.1 Proponents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (*British Columbia*), which imposes significant obligations on the City's Consultants to protect all personal information acquired from the City in the course of providing any service to the City.

Appendix One - Fee Schedule

Hourly Rates	
Project Member 1:	\$
Project Member 2:	\$
Project Member 3	\$
Project Member 4	\$
Project Member 5	\$

Professional Fees Allocation						
<i>Task</i>	<i>Project Member 1</i>	<i>Project Member 2</i>	<i>Project Member 3</i>	<i>Project Member 4</i>	<i>Project Member 5</i>	<i>Total</i>
1	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$

Total Professional Fees	\$
Estimated disbursements (expenses)	\$
Subtotal Fees and Disbursements	\$
Estimated G.S.T. (5%)	\$

Note 1 - Add lines as necessary

Note 2 – In the Hourly Rates table insert project member’s job title in the Project Member field.

Appendix Two– Energy Challenge - Preliminary Structure & Timeline

Phase & Task	Date	Responsible
Pre-Launch		
Project kick-off meeting	June, 2014	
Recruitment		
Partner & industry association promotions (Communications to leadership; presentation at events; information in newsletters & other communications, etc.)	May - Sept 2014	CoR lead. Consultant will assist with communications, recommending contacts, etc.
Direct mail		CoR.
Individual meetings with major businesses		CoR.
Online registration		CoR.
Other strategies		Consultant contribution is encouraged.
Detailed Energy Challenge Implementation Plan		
Inventory existing trainings	June - Aug 15 2014	Consultant.
Develop training modules		
Inventory existing utility DSM programs for different building types		
Develop benchmarking training & assistance tools / protocol		
Produce a Energy Challenge Implementation Plan		
Evaluation planning		
Develop evaluation method & survey		CoR.
Develop energy saving estimation protocol		
Energy Challenge - Delivery of training & technical assistance		
Trainings / convenings for participants		
Introductory meeting for participants	Sept, 2014	CoR & Consultant.
Pre-defined training modules delivery	Fall 2014	Consultant - Consultant will work with the CoR, to recommend and develop the most appropriate trainings.
Benchmarking		Trainings may be separated for 2 cohorts - less & more advanced.
Introduction to utility programs / scheduling an energy assessment		
Energy upgrade opportunities – lighting		
Energy upgrade opportunities – (other)		
Building business case		
Deliver pre- and post- surveys		CoR.
Benchmarking Building Performance		
Assistance to participants in entering baseline data into ESPM	Fall 2014 - Fall 2015	Consultant.
Participants continue to benchmark		
Participants submit benchmarking data necessary for rewards/recognition	August, 2015	Consultant to remind & provide assistance
Energy Assessment & Upgrade Implementation		
Participants receive energy assessments	Fall 2014	Consultant will serve as a resource to assist with identifying energy assessment opportunities. Trainings will help users identify appropriate programs.
Peer process to undertake energy upgrades. Cohort meetings to update,	Fall 2014 - Summer 2015	Consultant coordinates & facilitates peer process.
	2015	Consultant. The CoR anticipates the existing project budget will cover trainings. The CoR will work with the consultant, participants, and other stakeholders to identify resources for programming that cannot reasonably be accommodated within this budget.
		CoR & Consultant will coordinate.
	2015	Consultant. CoR.
		CoR, Consultant assistance.

