



**CITY OF CRANBROOK**

**Request for Proposals**

**Fleet Policy, Fleet Electrification and Community EV Charging Plan**

**RFP NO.: CRA2024-R-005**

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**Issue Date:**

**Tuesday February 6<sup>th</sup>, 2024**

**Closing Time:**

**Tuesday February 27<sup>th</sup>, 2024  
by 2:00 PM Mountain Standard Time**

**Closing Location:**

**Attention: Evan Berry, Environment and Energy Specialist  
City of Cranbrook – City Hall  
40 10<sup>th</sup> Ave S, Cranbrook, BC V1C 2M8**

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## **1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS**

### **1.1 Request for Proposals**

The Corporation of the City of Cranbrook is requesting competitive proposals from experienced and qualified consultants for provision of professional services necessary to the tasks described herein.

Proposals must be irrevocable and open for acceptance by the City for a period of 45 days after the Proposal Closing Time even if another Proposal is accepted by the City.

Request for Proposal documents are available on-line at BC Bid at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

### **1.2 Definitions**

Throughout this Request for Proposals, the following definitions apply:

- a) "Addenda" means all additional information regarding this RFP including amendments to the RFP;
- b) "Agreement" has the meaning set forth in Section 1.1 (Request for Proposals)
- c) "BC Bid" means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);
- d) "City" means the Corporation of the City of Cranbrook;
- e) "Closing Location" includes the location indicated on the cover page of this RFP or BC Bid, as applicable;
- f) "Closing Time" means the closing time and date for this RFP as set out on the cover page of this RFP;
- g) "Consultant" means the successful proponent selected from this RFP who enters into a contract with the City;
- h) "Contract" means the written agreement or purchase order resulting from the RFP executed by the City and the successful proponent;
- i) "Contract Administrator" means the City staff member who has been duly hired by the City of Cranbrook to fulfill the duties of that position or his/her designated representative;
- j) "Must", "mandatory", or "required" means a requirement that must be met in order for a proposal to receive consideration;
- k) "Proponent" means a person or entity with the legal capacity to contract, that submits, or intends to submit, a proposal in response to this RFP;
- l) "Proposal" means a written response to the RFP that is submitted by a Proponent;
- m) "Request for Proposals" or "RFP" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda;
- n) "Should", "may" or "weighted" means a requirement having a significant degree of importance to the objectives of the RFP.

### 1.3 Delivery of Proposals

Proposals **MUST** be in English and **MUST** be submitted using one of the submission methods below:

**BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with BC Bid and e-bidding key requirements (found at [www.bcbid.ca](http://www.bcbid.ca)). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal. Use of an e-bidding key is effective as signature.

**Hard Copy Submission:** Proponents may submit two (2) hard-copies of their proposal and a USB drive with a saved copy of the proposal, as outlined in Section 1.4 (f) of this RFP.

Email and facsimile submissions will not be accepted.

All proposal submissions **MUST** include a completed and signed *Summary Form of Proposal* plus the information required as described in Section 1.5 of this RFP.

Proposals received after the Closing Time will not be accepted.

There will be no public opening for this RFP.

### 1.4 Submission of Proposals

- a) Proposals **MUST** be submitted before the Closing Time to the Closing Location using one of the submission methods set out in Section 1.3 of this RFP. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the City receives a complete proposal, including all attachments or enclosures, before the Closing Time.
- b) For BC Bid electronic submissions, the following applies:
  - i. File uploads are limited to 500 MB per file. There are an unlimited number of attachments;
  - ii. Proponents submitting by electronic submission are solely responsible for ensuring that any attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened or that contain viruses, malware or corrupted attachments.
  - iii. The closing time on BC Bid is shown in Pacific Time (PT). The City's Closing Time in this RFP is in Mountain Time (MT). Proponents must ensure their submission is uploaded and completed prior to the Closing Time.
- c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact the BC Bid Helpdesk at 1-800-663-7867 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

- d) The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before the Closing Time.
- e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and BC Bid.
- f) Hard copy submissions **MUST** be received in a sealed envelope at the Closing Location by registered mail, courier, or hand delivery before the Closing Time.

### 1.5 Proposal Submission Format and Checklist

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered.

- Title Page, showing Proponent's name, contact person and title, address and contact information;
- Completed Summary Form of Proposal (**signature required - mandatory**);
- Qualifications and experience as described in Section 3.1;
- Approach and methodology as described in Section 3.2; and
- Fees for service as described in Section 3.3.

### 1.6 Contact

Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid and on the City website.

Evan Berry, Environment and Energy Specialist  
Email: [evan.berry@cranbrook.ca](mailto:evan.berry@cranbrook.ca)

The cut-off for submitting any questions relating to this RFP will be Wednesday, February 21<sup>st</sup> at 2:00 PM Mountain Standard Time. Questions received after this time may not be answered.

### 1.7 Environmental Consideration for Proposal Delivery

The City encourages Proponents to consider submitting an electronic proposal. When submitting in hard copy, the City encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type rather than plastic or wire spiral for ease of separating to shred and recycle; and

- Binders, where required, should be free from adhered labels (for ease of re-use), and/or be made of post-consumer recycled content.

### 1.8 Proponents' Meeting

A proponents' meeting will not be held.

## 2. PROJECT OBJECTIVES AND SCOPE OF WORK

### 2.1 Background

Cranbrook has a population of about 20,500 and is the regional services and transportation hub in the East Kootenays. Community greenhouse gas emissions from vehicles in Cranbrook were 120,323 tonnes in 2018, which is 64% of the total emissions in Cranbrook. The City has a target to reduce community greenhouse gas emissions 40% by 2030 and 80% by 2050, relative to 2007.

Electric vehicle adoption in Cranbrook is expected to accelerate each year, with electric vehicles eventually making up most or all passenger vehicles. Public DC Fast chargers currently exist in two locations in Cranbrook, with several additional locations having public level 2 chargers. The development of the current charging infrastructure in Cranbrook has been driven by private or non-governmental organizations.

The City employs approximately 230 employees. The City of Cranbrook currently has an active fleet of 135 fossil fueled passenger vehicles, commercial vehicles and off-road vehicles which may have the potential for future electrification. These vehicles fulfill a variety of functions and reside at the public works yard, engineering and development services office, fire hall, city hall, spray irrigation shop, Western Financial Place, Memorial arena, Kinsmen arena, and Canadian Rockies International Airport. Vehicles are serviced at the public works yard, spray irrigation or airport as much as possible, and repairs are sometimes contracted out when the shop staff lacks the expertise, special equipment or the time to perform the repairs.

The City's fleet of vehicles were responsible for 761 tonnes of greenhouse gas emissions in 2022, which is approximately 32% of the City's corporate emissions. The City has a target to reduce corporate greenhouse gas emissions 40% by 2030 and 80% by 2050, relative to 2012. A fleet electrification plan and fleet policy would help the City reduce its corporate emissions.

The City currently has 3 electric cars, 1 electric van, and 1 electric forklift. The capacity of the existing City facilities' electrical services are inadequate to convert a substantial number of vehicles to electric vehicles. An assessment that outlines the future electricity needs for the fleet would help the City plan facility infrastructure upgrades.

Currently the City has no fleet policy. The fleet is managed by a number of managers and supervisors across different departments. A fleet policy is desired to ensure that vehicle standards are consistent, enforceable, and enduring. A fleet policy will also add procedures that ensure electric vehicles are budgeted and procured for every feasible application.

## 2.2 Project Description

### ***Fleet Policy and Electrification Plan:***

The aim of this project is to produce two key deliverables: a fleet electrification plan, and a fleet policy with accompanying procedures. An assessment of the existing City fleet will be necessary to inform these key documents. Once the feasibility has been determined for fleet electrification, an estimation of the increase in electrical demand at City facilities due to vehicle chargers will be completed.

Stakeholder engagement and management will be important to build support in the plan and policy to ensure the fleet policy and electrification plan is successfully implemented. The successful proponent will set up City staff for a successful implementation, but will not be responsible for managing or assisting with the implementation once the final documents have been prepared.

### ***Community Electric Vehicle Charging Plan:***

This project will create one key deliverable: a community electric vehicle charging plan. The successful proponent will work with City stakeholders, community stakeholders, and the general public in Cranbrook in creating the plan. This plan will outline the expected future needs for electric vehicle chargers, where these needs are not expected to be met without intervention from the City, and recommend measures and methods for the City to meet these future needs. The City would prefer to facilitate and/or mandate the private development of electric vehicle charging infrastructure instead of owning and operating municipal charging infrastructure as much as possible. The community electric vehicle charging plan will align with existing City plans and strategies.

The project is expected to be completed by July 31, 2024.

Further scope details are described in section 2.4.2.

## 2.3 Information Provided by the City

The following documents are attached as a part of this RFP:

- Appendix A – BC Hydro EV Fleet Ready Plan requirements
- Appendix B – Sample Agreement

A fleet asset list is available upon request. This list can be requested by contacting Evan Berry at [evan.berry@cranbrook.ca](mailto:evan.berry@cranbrook.ca).

The following is a list of resource material that can be provided to the successful proponent by the City in order to undertake the Work, assuming all documents can be obtained.

1. Refueling data with odometer readings.
2. Maintenance service requests and work orders.
3. Current standard operating procedures that relate to vehicles.
4. Stakeholder register.
5. Downtown Revitalization Master Plan.
6. Draft Official Community Plan.



Should additional information, clarification or confirmation of provided information be necessary to complete the work, the Consultant shall notify the City in writing immediately.

All information is provided on an as-is basis, and although the City of Cranbrook has compiled and reviewed the information for general accuracy and correctness, the City offers no guarantees that the information or any portion thereof is correct and will not retain any liability as a result of its use. Any design assumptions using this information must be checked against all other available data. Assumptions for critical infrastructure elements where failure or reduced infrastructure capacity would put the City at risk must be clearly communicated to the City of Cranbrook in each instance to determine where additional investigation may be required.

## 2.4 Consulting Services

### 2.4.1 General Requirements

This Section will define the general requirements for the delivery of Consulting Services.

- a) The City of Cranbrook requires Consulting Services that are both effective and efficient in their delivery.
- b) The consultant will be responsible for reviewing, understanding and incorporating all information provided by the City of Cranbrook or made readily available by visiting and investigating the project site and adjacent areas.

### 2.4.2 Scope of Work

This Section will define the tasks and components required for the consulting services related to the Project. Professional services will include:

#### **Fleet assessment:**

- Assess what the demands are of City fleet vehicles in certain applications and what the minimum needed vehicle is for each application (“right-sizing”), or where individual vehicles can be used for multiple non-conflicting seasonal applications.
- Where feasible, perform a cost comparison for using City-owned vehicles versus renting vehicles or paying mileage for employees to use personal vehicles.
- Identify opportunities to implement vehicle pools.
- Assess fleet vehicles for feasibility to be replaced by electric vehicles. Feasibility must consider, at a minimum:
  - Amount of use of vehicles based on distance travelled and the use of any accessories requiring energy or increasing the use of energy (such as sweepers, garbage side loaders, hydraulic lifts, mower decks, trailers etc.)
  - Capital and operating costs versus internal combustion engines
  - Ability to provide services reliably all year round, where applicable
  - Any assessment necessary to provide needed information for satisfying the requirements of the Fleet Electrification Plan
  - Consideration of additional stakeholder input
- Provide average annual maintenance labour estimates for existing vehicles and for future vehicles (high level; internal combustion engine and electric vehicles)

- Including consideration for resale value, determine the ideal duration of ownership for the vehicles that reduces overall costs to the City

**Fleet assessment will exclude:**

- Detailed condition assessments
- Vehicles not belonging to the City
- Vehicles that are already electric
- Antique vehicles
- Generators and pumps or other not self-propelled equipment
- Motorized handheld or walk behind equipment, such as leaf blowers, string trimmers, snow blowers, ice edgers etc.
- Trailers, mower decks or other unpowered equipment

**Fleet Electrification Plan:**

- Facilitate internal stakeholder engagement and project communications
  - City project team will manage engagement with City council and the public
  - City project lead will provide stakeholder register
  - Stakeholder meeting to precede document preparation, and another stakeholder meeting to follow distribution of the draft document
- Estimate the minimum of vehicle charging infrastructure needed, and the additional electrical demand at each City facility necessary for complete implementation of the fleet electrification plan.
  - Include the time of day that the charging could or would need to take place, and whether the electricity would be best sourced from the facility or from a separate electrical service, particularly with consideration for BC Hydro's Fleet Electrification Rates
  - Determine whether each electric vehicle requires its own charger or can be shared
  - Determine the additional electrical demand from electric vehicle charging at relevant facilities
- Phase-in planned for electric vehicles for at least 10 years
  - Plan should aim to achieve as much of a reduction as is feasible to, but at a minimum must achieve a 20% reduction in fleet emissions, relative to 2022. Includes consideration for hydrogen, alternative fuels or other zero-emissions technologies as needed.
  - Must include a minimum of 6 medium- to heavy-duty zero-emission vehicles within 3 years
- Financial analysis to include
  - Energy costs, with consideration for escalating carbon tax or other taxes.
  - Internal rate of return
  - Cost per tCO<sub>2</sub>e/year
  - Maintenance costs
  - Costs associated with electric vehicle chargers including maintenance, subscription fees and incentives such as credits generated for the BC Low Carbon Fuel Standard
  - Electrical infrastructure capital costs

- Prepare a fleet electrification feasibility report that outlines findings of the assessment, presents recommendations, and meets Sections 1-3 of BC Hydro EV Fleet plan incentive requirements.
  - The report must recognize the funding sources for the project.
  - Draft provided for review and revisions by City staff, allowing 2 weeks of time for City staff
  - All reports produced for the City as a part of this project to be provided with an an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to use, reproduce, distribute, modify, adapt, change formats, prepare summaries, display, make improvements to and translate the reports, which license includes a complete waiver of all non-assignable rights, including moral rights, that may exist
- Provide project information as required to satisfy the grant reporting requirements of BC Hydro and Federation of Canadian Municipalities.

Fleet electrification plan will exclude:

- Vehicles excluded from the fleet assessment
- Communication or engagement with City council or the public
- Sections 4-5 BC Hydro's EV Ready Fleet Plan, or any electrical design

#### **Fleet Policy:**

- Facilitate internal stakeholder engagement and project communications
  - City project team will manage engagement with City council and the public
  - Same stakeholders as the fleet electrification plan
  - Stakeholder meeting to precede document preparation, and another stakeholder meeting to follow distribution of the draft document
  - Stakeholder engagement activities may be combined with fleet electrification plan
- Prepare a fleet policy that incorporates the input from City stakeholders, findings from the fleet assessment, input from subject matter experts, and successful practices used by other municipalities with similar goals. The policy document will be accompanied by a procedure document. Together, these documents will address the following areas (some things are categorized into one area but impact multiple):
  - Image
    - Set standards for identification of vehicles, such as what decals will be applied for which circumstances
    - Set standards for vehicle cleanliness (washing vehicles, inside of vehicles, body of vehicles, organization of tool boxes).
    - Set standards for image of vehicles (such as volume of music, colour of chassis and various bodies, placement/size of logos, decals in addition to logos, allowable damage from rocks/paint peeling/paint fading/collisions, allowable interior damage).
    - Set rules for conduct in vehicles (such as phone use, eating in vehicles, smoking, horn honking etc)
  - Safety
    - Set standards for flagging, tarping and securing loads, including within the cab.

- Set safety standards not already included in other licensing, qualifications, or existing SOPs (cone use, wheel chock use etc).
- Set rules for securing vehicles and their contents (such as locking doors, tool boxes etc).
- Set standards for electric vehicle and block heater charging cable stowing and visibility to reduce tripping hazards.
- Determine process, if needed, to monitor for recalls and ensure that the work is performed in a timely fashion
- Maintenance
  - Set standards for the intervals and the items included in regular pre-trip inspections, post-trip inspections, and shop inspections.
  - Define process for tracking maintenance intervals.
  - Set quality standards for jobber parts and determine which mechanical problems are not necessary to repair (if any, such as TPMS) or have a threshold for repair (such as minimum brake pad thickness, allowable ball joint play etc).
  - Determine which vehicle issues need not be addressed by a qualified mechanic (such as installing spare tires, adding air to a tire, topping up fluids, lubricating zerk fittings or other parts, etc).
  - Set limitations on vehicle idling and remote starters.
  - Define when night switches are to be used or installed.
  - Establish how flat tires or other roadside issues will be addressed
- Vehicle and fleet size
  - Establish that the minimum viable vehicle is the only option for procurement.
  - Establish what the criteria is for vehicle pools, assignment of a vehicle to an individual, or use of personal vehicle for work.
- Budgeting, procurement and retirement
  - Additional procurement requirements for vehicles on top of what already exists in the procurement policy, such as mandatory or weighted criteria for dealer parts and service support, fuel economy, vehicle features (such as never to include, always to include, or depending on application; examples could include seat covers, headache racks, dry boxes, tool mounts, radios, dash or other cameras, GPS trackers, hands-free phone connection) and what standard emergency equipment should be included in each vehicle (such as high-vis vest, air compressor or spare tire, first aid kit, reflective cones, etc).
  - Set criteria that must be met for a non-zero-emission vehicle to be procured
    - Establish the mathematical framework used for assessing whether a zero-emission vehicle is financially viable, such as including a price on carbon
  - Set criteria for used vehicle procurement, if any.
  - Process created for requesting vehicles.
  - Determine what the criteria is for retiring vehicles, the process for retiring them (what will be salvaged, removal of logos etc).
- Environment
  - Set criteria for reporting fuel, oil or other spills

- Determine which standards could be feasible in Cranbrook for reducing the emissions from contracted services.
- Other
  - Establish convention for naming/numbering fleet vehicles.
  - Set rules for personal use or commuting using City vehicles.
  - Define responsibilities of various groups of staff.
  - Any additional items relating to the fleet as identified or recommended during the project.
- Drafts provided for two rounds of review and revisions by City staff, allowing 2 weeks of time for City staff each round

Fleet electrification plan will exclude:

- Vehicles not belonging to the City
- Public engagement

### **Community Electric Vehicle Charging Plan**

- Perform public engagement activities to inform the creation of a community electric vehicle charging plan
- Facilitate internal stakeholder engagement and project communications for a community electric vehicle charging plan
- Provide recommendations on how to incorporate electric vehicle charger requirements into local building bylaw, zoning bylaw or other.
- Provide recommendations on how to encourage the construction of electric vehicle chargers in new commercial, industrial, multi-family or other developments
- Identify expected future gaps in community, tourist, and commercial electric vehicle charging needs, and propose solutions for addressing these gaps
- Identify strategic locations at City properties and in the overall municipal boundary for public electric vehicle chargers, with consideration for the Active Transportation Master Plan (currently in progress)
  - In the context of other recommendations for community charging solutions, advise on whether additional charging stations for City staff are necessary to attract and retain employees
  - In addition to requirements identified in the fleet electrification plan, estimate the minimum of charging infrastructure needed, and the additional electrical demand at each City facility necessary for complete implementation of the community electric vehicle charging plan.
- Provide recommendations for a possible public private partnership model for public charging services that limits the City's need to operate and maintain additional infrastructure
  - Provide recommendations for models of chargers that meet the City's needs for both public charging and fleet charging.
- Create plan for providing public electric vehicle charging infrastructure in downtown Cranbrook that aligns with existing City plans
- Prepare a community electric vehicle charging plan as a written document
  - Drafts provided for two rounds of review and revisions by City staff, allowing 2 weeks of time for City staff each round

Community electric vehicle charging plan will exclude:

- Anything outside of the boundaries of the City of Cranbrook
- Canadian Rockies International Airport
- Public transportation planning
- Active transportation planning
- Electrical design

## 2.5 Project Team

This project is complex and not suited to the use of junior personnel in key positions. The consultant's Project Manager will be a senior member of the consultant's staff. As part of the work, they will be available to the sites as required.

The Proponent should submit information on the Project Team members and include current references and contact information supporting their abilities and experience. The Proponent should submit references for similar sized projects undertaken by the Project Manager and Project Lead.

The Consultant should appoint a Project Team as per the titles, roles, experience and abilities as specified below. These team members will be directly responsible for their roles and will be the individuals directly undertaking the majority of their work as it is defined. The Consultant shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

**Project Manager** – Will be ultimately responsible for the delivery of the Scope of Work, General Requirements and responsible to manage and supervise all consulting staff and sub-consultants. This person will be the main point of contact for the City for any changes or submissions related to the Project scope, costs or terms of the Client Consultant Agreement. Experience should show a minimum of 10 years as a project manager and 10 projects of similar size, scope and value. Project Manager should have at least 3 references.

**Project Lead** – Responsible for leading the project and ensuring all applicable criteria is met. Preferred experience of a minimum of 5 years and 5 projects of similar size, scope and value. The Project Lead can be the same person as Project Manager if specified in the proposal. Project Lead should have at least 3 references.

**Project Support Staff** – Responsible for supporting the Project Lead and supporting the delivery of the project through technical skills; includes technical field support staff. Preferred experience of 5 years and 5 projects of similar size, scope and value.

## 2.6 Timeline

To further assist respondents, the following target dates are provided for information purposes only, and are subject to change based on circumstances:

Event	Date
Issue Date of RFP	February 6, 2024
Deadline for Questions	February 21, 2024
Deadline for Issuing Addenda	February 23, 2024

Submission Deadline	February 27, 2024
Selection of Preferred Proponent	March 12, 2024
Contract Finalization & Execution	March 26, 2024

The RFP timetable is tentative only and may be changed by the City at any time.

### **3. PROPOSAL**

The proposal should be prepared simply and economically. While additional data may be presented, the following Sections 3.1 – 3.3 **MUST** be included. They represent the criteria against which the Proposal will be evaluated.

#### **3.1 Qualifications and Experience**

Proponents should provide information regarding their qualifications and experience including the following:

- a) A brief description of the Proponent’s organization, size, services provided, areas of expertise, and length of time in operation.
- b) The Proponent should submit information on the Project Team members as specified in Section 2.5.
- c) Proponents should be able to demonstrate experience and expertise in fleet assessments, fleet management, electric vehicles and vehicle charging, community planning, stakeholder engagement, policy development, and project management.
- d) Proponents should provide a minimum of 3 project references of similar size and scope. References must include the name and contact information for the primary contact.

#### **3.2 Approach and Methodology**

Proponents should provide a general overview of how they intend to undertake the project including:

- A statement of the understanding of the work to be done (identified in Sections 2.2 & 2.4)
- The approach and methodology proposed for the consulting services (Section 2.4). Proponents are encouraged to include:
  - Methodology for the fleet assessment
  - Stakeholder engagement plan and tools
  - Gantt chart or network diagram that shows the schedule and milestones, and the percentage of project completion that they represent, which could be used as the basis for progress payments

#### **3.3 Fees for Service**

The City wishes to enter into a firm fixed-price contract with the successful proponent. Proposals providing only hourly rates or unit cost will be disqualified.

### **4. EVALUATION CRITERIA**

Evaluation of proposals will be by a committee formed by the City and may include employees and contractors of the City and other appropriate participants.

The City’s intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including all mandatory and weighted criteria.

**4.1 Mandatory Criteria (pass/fail)**

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

<b>Mandatory Criteria</b>	<b>Pass / Fail</b>
The proposal must be received at the Closing Location before the Closing Time.	
The proposal must be in English.	
The proposal must be submitted using the submission method set out in Section 1.3 of this RFP.	
Hard copy submissions must be received in a sealed envelope.	
The proposal must include a signed copy of the <i>Summary Form of Proposal</i> .	

**4.2 Weighted Criteria**

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria

<b>Criteria</b>	<b>Weight</b>	<b>Minimum Score</b>
Project Team Qualifications & Experience	40	25
Approach & Methodology	35	20
Project Knowledge & Understanding	20	12
Fees for Services	25	N/A
<b>Total</b>	120	57

Proposals not meeting the minimum score for all criteria, outlined in the table above in this Section, will be disqualified.

In addition to the requirements indicated in this Request for Proposal, the Proponent may include additional information that help to express its ability to undertake the specific deliverables for this project.

**4.3 Price Evaluation**

Proponents must provide a fixed price.

The lowest overall price will be awarded all the points allocated to price. All other proposals will be evaluated using the following formula:



Lowest Overall Price

This Proposal's Overall Price      X Maximum points available for price evaluation

**5. TERMS AND CONDITIONS**

**5.1 Acceptance of Terms and Conditions**

Submitting a proposal indicates acceptance of all of the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

**5.2 Addenda**

All Addenda will be posted on the City's website and BC Bid. It is the sole responsibility of the Proponent to check for Addenda. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

**5.3 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received after the Closing Time will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the City at the Closing Location will prevail whether accurate or not.

**5.4 Proposal Validity**

Proposals will be open for acceptance for at least ninety (90) days after the Closing Time.

**5.5 Firm Pricing**

Unless otherwise specified herein by the City of Cranbrook, all prices quoted are to be net prices in Canadian funds, including Canadian Customs duties and are to be F.O.B. including delivery charges to the destination as indicated.

**5.6 Completeness of Proposal**

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

**5.7 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the City for purposes of clarification.

**5.8 Liability for Errors**

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from

forming their own opinions and conclusions with respect to the matters addressed in the RFP.

### **5.9 Proponents' Expenses**

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

### **5.10 Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the City in any way to award a Contract.

### **5.11 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- i. to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- ii. in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- iii. to waive any non-material irregularity, defect or deficiency in a proposal;
- iv. to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- v. to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the proposal;
- vi. at any time, to reject any or all proposals; and
- vii. at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

### **5.12 Contract**

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the City.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the good or services until the occurrence of both such events.

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

### **5.13 No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the successful proponent will not be an exclusive contract for the provision of the goods or services described in Section 2. The City may contract with others for goods and services the same as or similar to those described in Section 2 or may obtain such goods and services internally.

### **5.14 Solicitation**

Any attempt by Proponents to influence the outcome of the RFP process by engaging in solicitation, either directly or indirectly, of any employee, contractor or representative of the City, including members of the evaluation committee and any elected or appointed officials of the City, or with the media, may result in disqualification of the Proponent.

### **5.15 Workers Compensation Act**

The Contractor must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Contractor must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be on City property.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City, on 24 hours written notice to the Contractor, may terminate the Contract.

### **5.16 Indemnity and Liability Insurance**

For the purpose of any Contract the City may enter into with the successful Proponent, the Contractor must indemnify and hold harmless the City, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this RFP. Such indemnification must survive termination of the Contract.

The Contractor must provide to the City proof of \$2 million General Liability Insurance with the City named as an additional insured party. The City reserves the right to modify the type of insurance coverage and amount coverage (which may include increasing the amount of coverage) required to be carried by the Contractor.

### **5.17 Compliance with Laws and Permits**

The Contractor must apply and pay for all necessary permits or licenses, including City of Cranbrook Business License, required for the execution of the work. The Contractor must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

### **5.18 Trade Agreements**

This RFP has been issued in compliance with the City of Cranbrook Purchasing Policy No. 40-501 and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

### **5.19 Freedom of Information**

Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Proponent or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Proponent acknowledges that any information provided to the City in relation to this RFP, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to this RFP, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

### **5.20 Conflict of Interest**

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

A Proponent must disclose in its proposal any actual or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees. The City has the right to reject any proposal submitted by a Proponent who in the City's determination, has, or if awarded the Contract would have, an actual, perceived or potential conflict of interest.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

**CITY OF CRANBROOK  
SUMMARY FORM OF PROPOSAL**

**RFP NO:** CRA2024-R-005

**NAME OF PROJECT:** **FLEET POLICY, FLEET ELECTRIFICATION AND COMMUNITY EV CHARGING PLAN**

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**ACKNOWLEDGEMENT OF ADDENDA**

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM	
ADDENDUM	

**CONFIRMATION OF THE PROPONENT'S INTENT TO BE BOUND:**

The enclosed Proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a Proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its Proposal.

**Proponent Name (please print):** \_\_\_\_\_

**Name & Title of Authorized Representative (please print):** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Executed this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_

**Appendix A – BC Hydro EV Fleet Ready Plan requirements**

# EV Ready fleet plan requirements

Your EV Ready fleet plan must include the requirements outline below.

## Purpose of the EV Ready fleet plan

This plan will:

- Assist an organization to develop a comprehensive plan to convert some or all of their internal combustion engine medium- and heavy-duty fleet vehicles to zero emission vehicles.
- Provide an organization with a preliminary zero emission fleet vehicle replacement schedule
- Develop a capital and operation budget, and projected cost and emission savings to support business case development and decision-making.
- Enable BC Hydro to determine how much incentive it can provide customers to complete their electrical infrastructure upgrades identified in their EV Fleet ready plan.

## Who can create an EV Ready fleet plan?

- One company must be identified as the lead author on an EV Ready fleet plan.
- Two items in the EV Ready fleet plan must be completed by following electrical professionals:
  - Section 4 - The electrical capacity assessment must be completed by either a certified, licensed electrical contractor or a licensed electrical engineer registered with the Engineers and Geoscientists of British Columbia.
  - Section 5 - The single line diagram under 'Electrical infrastructure plan' must be completed by an electrical engineer registered with the Engineers and Geoscientists of British Columbia.

## EV fleet plan eligibility criteria

- Companies must have a minimum of 20 medium- and/or heavy-duty vehicles (Class 2b through 8, including pickup trucks) in their fleet to participate in the EV Ready fleet program
- Your EV Ready fleet plan must at minimum support the design for 6 medium- and/or heavy-duty vehicles that could be switched to zero emission in the next three years. This is the minimum number of vehicles required to be purchased and implemented into your fleet to be eligible to apply for incentives to assist with the electrical infrastructure costs. Please note your plan can design for more than 6 medium- and/or heavy-duty vehicles to be acquired within the next three years if that's what your business prefers.
- Organizations have 6 months from the date of receiving funding approval from BC Hydro to complete their EV Ready fleet plan and submit it online for review by BC Hydro.

## EV Ready fleet plan elements

Your EV Ready fleet plan must include the following elements:

### 1. Property and company details

- a. Date the EV Ready fleet plan was prepared
- b. Company name and building address

- c. Name and contact information (address, email, and phone number) of the person overseeing the development of the plan
- d. Name and contact information (address, email, and phone number) of who the plan was created by

## 2. **Fleet assessment**

### a. **Fleet inventory spreadsheet:**

Include all light-, medium- and heavy-duty vehicles in an organizations fleet.

**Minimum requirements:** one row per vehicle including:

- Annual mileage, age, vehicle make and model, and location.

**Optional to be included if information is available:**

- Average and maximum daily driving distance
- Average and maximum engine idle hours
- Typical payload (cargo and passengers)
- Need for auxiliary power (e.g. power takeoff)
- Vehicle location
- Actual maintenance and fuel cost (historical)
- Average hours used per day (e.g. charging window)

### b. **Fleet EV suitability assessment**

#### 1) Total cost of ownership and financial analysis

Complete a total cost of ownership (TCO) and financial analysis to determine the recommended vehicles for zero emission replacement. For each vehicle, provide a comparison of the combustion engine vehicle (i.e. business as usual) and the zero-emission vehicle replacement. TCO should include but is not limited to:

- Purchase price and depreciation for vehicle, including, if available, incentives for zero emission vehicles
- Annual fuel and electricity costs (both energy and demand charges)
- Include energy required (kWh) versus liters of fuel and the associated GHG reduction per replacement vehicle
- Carbon pricing
- Maintenance cost



- Costs for electrical vehicle supply equipment (EVSE) including network subscription fees and EVSE maintenance costs, as well as (if available) incentives for EVSE
- Electrical infrastructure costs to support charging needs

### **Fleet vehicle ZEV replacement schedule**

Based on the TCO analysis identify the zero-emission vehicle replacement schedule for a minimum of 6 medium- and/or heavy-duty vehicles customer will be incorporating into the fleet within a period no longer than 3 years.

### **3. Charging (electric vehicle supply equipment – EVSE) plan**

Based on the vehicles chosen for replacement, analyze estimated EV charging system requirements:

- a. Specify the number, type of EVSE, power level and location of EVSE's required to meet the minimum needs of the vehicles identified for replacement. This requires consideration of the likely daily energy requirements for proposed ZEV replacements based on usage profiles considered under the suitability assessment, and assumptions around worst case scenarios.
- b. Is an EV energy management system being used? Y/N. Explain why or why not.
- c. Provide estimated charger costs including maintenance costs (planned maintenance, unplanned repairs, ongoing network fees to enable load management (if applicable) and other services).

### **4. Electrical capacity assessment**

Identify and include:

(If multiple facilities are part of your design please include this information for each facility)

- The existing electrical main service size
- The existing peak demand in kW on the main service and how it was determined
- The spare capacity prior to charger installation
- The potential charger load based on the charging plan
- The spare capacity after charger installation and whether or not a service upgrade is required

Include the name and contact information (including phone number and email address) and electronic signature of who completed the electrical capacity assessment (must be a licensed electrical contractor and/or a registered professional electrical engineer).

### **5. Infrastructure plan**

Determine electrical infrastructure requirements to support the customer's charging and vehicle acquisition plan

- Provide a conceptual design that includes the location of charging equipment. Concept design should consist of:
  - Single-line diagram

- Estimate electrical infrastructure costs including any necessary electrical service upgrades (if required)
- Estimated electrical infrastructure implementation schedule for the vehicles identified for replacement
- Reference any design provisions for future expansion of charging to support fleet electrification growth

Include the name, contact<sup>1</sup> information (including phone number and email address) and electronic signature of who completed the single-line diagram (must be a registered professional electrical engineer).

## **6. EV Ready fleet plan summary**

- Include the number of vehicles that could be procured in the next three years
  - Include electricity consumption in kWh
  - Include GHG (in tCO<sub>2</sub>e) reductions
  - Include electrification demand in kW based on charging plan
- Estimate electrical infrastructure costs including any necessary electrical service upgrades
- Estimated charger costs
- Summary of the total cost of ownership (TCO) and financial analysis
- Consultants' recommendation to implement the EV Ready fleet plan based on the results

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<sup>1</sup>EV Ready fleet plan requirements effective June 3, 2022.

**Appendix B – Sample Agreement**

**AGREEMENT**

**FOR**

**PROFESSIONAL SERVICES**

**MEMORANDUM OF AGREEMENT** dated the    day of    , 2024

**-BETWEEN-**

**THE CORPORATION OF THE CITY OF CRANBROOK**

Hereinafter called the 'City'

THE PARTY OF THE FIRST PART

**-AND-**

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to develop a fleet policy, fleet electrification and community EV charging plan.

hereinafter called the 'Project' and has requested the Consultant to provide professional services in connection therewith;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the City and the Consultant mutually agree as follows:

Initial Client/Consultant

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**1. GENERAL CONDITIONS**

**1.1 Retainer**

The City hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the City.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the City directly and whose names are party to this Agreement.

**1.2 Services**

The services to be provided by the Consultant and by the City for the Project are set forth in Section 2 and such services as changed, altered or added are hereinafter called the 'Services'.

**1.3 Compensation**

- a) The City shall pay the Consultant in accordance with the provisions set forth in Section 3.
- b) The consultant will not be compensated for any extra or additional work undertaken as a consequence of errors or omissions due to failure to incorporate any information provided by the City or Cranbrook or made readily available by visiting and investigating the project site and adjacent areas.

**1.4 Relationship**

The Consultant, while performing any Services under this Agreement, is an independent contractor and acknowledges that he is not an employee of the City.

Accordingly:

- The Consultant agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Consultant or amounts paid by the Consultant to its employees. The Consultant also agrees to indemnify the City from any and all claims in respect to the City's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plans contributions.
- The Consultant agrees that as an independent contractor, the Consultant will not be qualified to participate in or to receive any employee benefits that the City may extend to its employees.
- The Consultant is free to provide services to other clients, so long as such other clients are not in competition with the City and as long as there is no interference with the Consultant's contractual obligations to the City.
- The Consultant has no authority to and will not exercise or hold himself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

**1.5** The Consultant acknowledges that he is an employer as defined in the *Workers' Compensation Act*, and that it will, as a condition of the Agreement, comply with the *Workers' Compensation Act* and the regulations thereto and that the City will not be responsible for any costs, fines or levies resulting from the Consultant's failure to comply with Workers' Compensation Board regulations.

**1.6** The Consultant agrees that the terms and conditions of this Agreement shall be binding upon the Consultant, his staff, subcontractors and their staff employed by the Contractor; and further, that the Consultant shall abide by all applicable Federal and Provincial labour and equipment

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statutes.

- 1.7 The Consultant shall be responsible for payment of all costs and benefits payable by or on behalf of his employees, including, but not restricted to, if applicable, holiday pay, sick time allowance, unemployment insurance, Workers' Compensation, Canada Pension or any other pension plan contributions, Health Care Insurance Premiums, Liability Insurance or Group Life Insurance and shall also be responsible for any and all tax or similar remittances required to be made by law.

1.8 **Staff and Methods**

- a) The Consultant shall perform the services under this Agreement with that degree of care, skill and diligence normally provided in the performance of such Services as contemplated by the Agreement at the time such Services are rendered. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.
- b) The Consultant and their staff will represent the City's best interests and the best interests of the public when it comes to timely work, cost effective work, and mitigation of service disruption and public discontent.

1.9 **Drawings and Documents**

- a) Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the City, including record drawings, may be used by the City, for the Project herein described.
- b) The consultant may not incorporate, add, affix or include any disclaimers or qualifying statements to any drawings or submissions to the City of Cranbrook that would remove themselves from being professionally responsible for the work that they will undertake.

1.10 **Intellectual Property**

All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by the Consultant in connection with the Project (the "Instruments of Service"), including all copyright and other intellectual property therein, are and shall at all times remain the property of the Consultant unless otherwise agreed in writing between the parties.

The City shall have permanent exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project.

1.11 **Records and Audit**

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The City may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the City is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the City, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.12 **Changes and Alterations and Additional Services**

With the consent of the Consultant the City may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the City necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2 for such additional staff employed directly thereon, together with such expenses and

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disbursements as allowed under Section 3.2.2. In the event that the City delays the project then the consultant shall have the right to renegotiate the agreement.

The Consultant shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

**1.13 Suspension or Termination**

Either Party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the City shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

**1.14 Indemnification**

The Consultant shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The City agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the City within this project.

**1.15 Insurance**

The City will accept the insurance coverage amount specified in this clause section (a) as the limit of liability of the Consultant and its employees for the City's damages.

a) Commercial General Liability and Automobile Insurance

The Insurance Coverage shall be no less than \$2,000,000 per occurrence in the aggregate for General Liability and \$2,000,000 per occurrence in the aggregate for products and completed operations with respect to Commercial General Liability and no less than \$2,000,000 per occurrence for Automobile Insurance. Prior to commencement of the project, the Consultant shall provide the City with proof of Comprehensive General Liability, **naming the City of Cranbrook as an additional insured under the policy**, and when requested, Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. Prior to commencement of the Project, the Consultant shall provide to the City proof of Professional Liability Insurance carried by the Consultant.

c) Change in Coverage

If the City requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the City's expense as a disbursement allowed under Section 3.2.

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It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the City.

**1.16 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.17 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.18 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the City, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the City and unless authorized by the City in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

**1.19 Principals and Executives**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.26.1 (c).

**1.20 Sub-Contractors**

The Consultant may engage others as sub-contractors for specialized services provided that prior approval is obtained, in writing, from the City and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the City plus the cost of the additional insurance incurred by the Consultant for the specialized services.

**1.21 Inspection**

The City, or persons authorized by the City, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.22 Publication**

The Consultant agrees to obtain the consent in writing of the City before publishing or issuing any information regarding the Project.

**1.23 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the City in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the City's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the City.

**1.24 Dispute Resolution**

(a) If requested in writing by either the City or the Consultant, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement

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by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Consultant.
- (c) The provisions of *Commercial Arbitration Act, R.S.B.C.* 1996. c. 55.as amended shall apply.

**1.25 Time**

The Consultant shall perform the Services between **March 1, 2024 to July 31, 2024** to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require. The term may be extended up to an additional year, subject to mutual agreement of the parties.

The City shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

**1.26 Estimates, Schedules and Staff List**

**1.26.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the City, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the City:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the City.

**1.26.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Consultant will require prior written approval, from the City for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.26.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.26.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.26.1 (c).

**1.26.3 Monthly Reporting of Progress**

When requested by the City, the Consultant shall provide the City with a written report showing the portion of the Services completed in the preceding month.

**2 - SERVICES**

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**2.1 Services to be provided by Consultant**

**2.2 Services to be provided by City**

**3 - FEES AND DISBURSEMENTS**

**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

**(a) Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and Consultant's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

**3.2 Basis of Payment**

**3.2.1 Work included in project scope**

- (a) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are payable on a net thirty (30) days basis and begin the date the Accounts Payable department receives the invoice.
- (b) If the project is abandoned or delayed for any reason beyond the Consultant's control, the City shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Consultant in winding down the project.
- (c) GST (5%) will be added to the fees.

**3.2.2 Work outside of project scope**

The Client shall pay the Consultant a fee, calculated on a time basis, for any work outside the scope of services. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification:	Hourly Rate:
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In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

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**3.3 Payment**

- a) The Consultant shall submit an invoice to the Client for all Service completed in the immediately preceding month calculated upon the basis of the Consultant's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Consultant will be paid the amount of the fee so invoiced.
- b) The City will compensate the Consultant in accordance with the fees and charges for Services as set out in the proposal in section 3.2. All fees and charges will be payable in Canadian funds.

**4. Notices**

**4.1** Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee; if delivered personally, on the date of such personal delivery; if delivered by email, on transmission; or if by mail, five calendar days after posting. Any notice forwarded by prepaid registered mail shall be deemed to have been received on the fourth day following mailing thereof. The addresses for delivery are as follows:

a) To the City:

**Corporation of the City of Cranbrook**  
 40 – 10<sup>th</sup> Avenue South  
 Cranbrook, British Columbia V1C 2M8  
 Email:  
 Attention:

b) To the Consultant

Attention:

**5. Freedom of Information and Protection of Privacy Act Notice**

This Agreement and any related information that is in the custody or under the control of the City, or that is created, produced, negotiated or otherwise comes into its custody or under its control pursuant to or as a result of this Agreement, is subject to *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, Chapter 165*.

**6. Miscellaneous**  
**6.1 Waiver**

No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same of any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.

**6.2 Compliance with Laws and Permits**

The Consultant must apply and pay for all necessary permits or licenses, including City of Cranbrook Business License, required for the execution of the work. The Consultant must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The

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Consultant must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

**6.3 Workers Compensation Act**

The Consultant must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Consultant must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be working on the project.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Consultant, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City, on 24 hours written notice to the Consultant, may terminate the Contract.

The Consultant agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Consultant is responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

Per: \_\_\_\_\_  
 Consultant Title  
 (I have the authority to bind the Consultant)

\_\_\_\_\_  
 Chief Administrative Officer

\_\_\_\_\_  
 Mayor

City of Cranbrook			
Approved		Date	Ini.
City Clerk	Legal & Form		
Chief Administrative Officer	Principle		
Department Head	Content		

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