



REQUEST FOR PROPOSALS No. 20-001

Corporate Carbon Neutral 2032 Plan

ISSUED: December 6, 2019

CLOSING DATE AND TIME:

Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on January 17, 2020

Regional District of Nanaimo (RDN) Contact for Questions:

Kim Fowler, Manager of Long Range Planning, Energy and Sustainability
250-390-6531, kfowler@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proposals will not be opened in public



Instructions to Proponents

Closing Date/Time/Location

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on January 17, 2020. Select one (1) of the Submission Methods below:

1. By Email: With "20-001 Corporate Carbon Neutral Plan" as the subject line at this electronic address: kfowler@rdn.bc.ca
Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.
2. By hand/courier delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked "20-001 Corporate Carbon Neutral 2032 Plan" delivered to the:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2
Attention: kfowler@rdn.bc.ca

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail. Proposals received by facsimile are not **accepted**.

Amendment to Proposals

Proposals may be amended in writing and sent via email at kfowler@rdn.bc.ca on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN web page at <https://www.rdn.bc.ca/energy-and-sustainability>. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all amendments are included prior to submitting their final Proposal submission.

Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to kfowler@rdn.bc.ca on or before the closing.

Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

1. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to solicit submissions from qualified firms to prepare a Corporate Carbon Neutral 2032 Plan (the Plan) for the Regional District of Nanaimo (RDN).

In 2002, the RDN was one of the first local governments to participate in the Federation of Canadian Municipalities Partner for Climate Change (PCP) program. As part of the PCP program, the RDN prepared a Corporate Climate Change Plan - An Energy and Emissions Management Plan in 2007 (the 2007 Plan) to reduce energy use and greenhouse gas emissions. The base year for emissions is 2004 and the 2007 Plan was to cover 2007 to 2012.

The RDN Strategic Plan 2019-2022 directed the following priorities:

Priority 1.0 - Climate Change

Goal – Be leaders in climate change adaptation and mitigation, and become net zero by 2032.

Action 1.2 – Review and update the Corporate Emissions Plan and Greenhouse Gas (GHG) Reduction Strategy.

Action 1.4 - Complete a Net Zero Strategy for building efficiency and localized energy generation.

The intent of the Plan through this RFP is to achieve Action 1.2 and the corporate components of Action 1.4.

The RFP funding is \$50,000 & GST. The final deliverable date is July 3, 2020.

2. SCOPE OF SERVICES, DELIVERABLES AND OUTCOMES

The RDN is seeking a consultant who can prepare a new Corporate Carbon Neutral 2032 Plan using base information from the 2007 Plan. Specific components or deliverables are listed below.

- The main purpose of this review and new plan is to provide recommendations and options to achieve carbon neutral operations by 2032. The RDN has been carbon neutral since 2012 due to landfill gas capture and organics composting projects. The RDN also has some carbon credits but future forecasting may show a deficit.
- Based on operational analysis, provide recommended options for the RDN to achieve corporate carbon neutrality in 2032. Both innovative and conventional approaches are to be considered. The operational analysis is to use best management practice methodology, such as Triple Bottom Line, return on investment, risk assessment, and full cost and full life cycle accounting. As two examples, purchasing offsets may be considered, but may not be the best means of reducing climate change impacts, and a corporate carbon offset fund for internal operations may also be considered. At least two options are to be provided with several being preferable.
- Suggest best management practices that show pragmatic progress in meeting the Net Zero by 2032 goal. Alternatives and options are to be considered from all sources.

- Compare the 2004 baseline to the 2018 baseline (from the Climate Action Rebate Incentive Program reporting) in the five categories of buildings, lighting, water and wastewater, vehicle fleet, and corporate waste.
- Report on progress achieved from 2007 to 2019. This is not to be an exhaustive review of all recommendations but a simple listing of achievements.
- Provide other recommendations as necessary in a draft plan.
- Provide three (3) presentations on the draft plan with one to RDN staff, one to the Committee of the Whole and one to the Climate Change Technical Advisory Committee.
- Provide an updated, proposed plan and one (1) presentation to the Committee of the Whole.
- Provide a final proposed plan with all associated files in a digital format.

3. REFERENCE/BACKGROUND INFORMATION

Background materials that may assist with this RFP are available and listed below:

- 2007 Corporate Climate Change Plan
<https://www.rdn.bc.ca/cms/wpattachments/wpID1436atID9176.pdf>
- CARIP reports for 2014-2018
<https://www.rdn.bc.ca/energy-and-sustainability>
- Green Building Policy
https://www.rdn.bc.ca/dms/documents/rdn-board-policies/planning/b1-16_green_building_for_rdn_facilities.pdf
- Wood First Policy
https://www.rdn.bc.ca/dms/documents/rdn-board-policies/planning/b1-20_wood_first.pdf
- Summary of GHG and Offset Tracking for 2009-2018 - For copies, please email the RDN contact identified on the cover page.

4. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:

- corporate experience, project team and breadth of experience
- similar project references
- approach and methodology including timeline and milestones
- innovation, including use of best management practices
- project management process to assure quality
- comprehensive proposed fee including a Schedule of Effort itemized with per hour charge out rates and hour requirements for all personnel involved



Proposals will be evaluated on the following basis 60% Technical, 40% Financial. The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. (i.e. $\text{Score} = \text{Min Cost} / \text{Cost} \times \text{Fee Points}$).

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The main RFP response document shall be no more than 20 pages. Appendices are permitted to a maximum of 30 pages. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

5. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider making revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

6. GENERAL CONDITIONS

6.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

6.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.



6.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

6.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

6.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

6.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and the administration of this Contract if it is awarded to the Proponent.

6.7 No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Participating in Negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

6.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.



6.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.



REGIONAL DISTRICT OF NANAIMO
CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the <Day> day of <Month>, 20<XX>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

<VENDOR NAME>
<Street Address>
<City, Province>
<Postal Code>

(hereinafter called the "Consultant")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

1. Appointment

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

2. Term

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on <Enter Start Date> and ending on <Enter End Date>, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant.

4. Independent Contractor

The Consultant will be an independent contractor and not the servant, employee or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's

agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

5. Assignment and Sub-contracting

Unless already approved by the Regional District, the Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Ownership of Documents and Confidentiality

- 6.1 Title. The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the Regional District without any payment by the Regional District therefor.
- 6.2 Patent and Copyright. The title, property rights, moral rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the Regional District without any payment by the Regional District therefor.
- 6.3 Further Assurances. The Consultant shall upon request by the Regional District, do all such things and execute and deliver to the Regional District all such documents and instruments as the Regional District shall reasonably require in order to vest title, property rights and ownership in the Regional District and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the Regional District's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

7. Conflict

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

8. Indemnity

The Consultant shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Consultant, or its officers, employees, agents or consultants, in the performance of the Services, or from the Consultant's breach of this Agreement.

9. Insurance

Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change, and include a cross liability clause.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per claim, \$1,000,000 aggregate.

Automobile third party liability insurance in an amount not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor.

10. Termination

Notwithstanding any other provision of this Agreement:

- a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Consultant.
- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

11. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

12. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

13. Counterparts

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

14. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the “Dispute Notice”); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

15. Freedom of Information

The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

16. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant may only collect or create Personal Information that is necessary for the performance of the Consultant’s obligations, or the exercise of the Consultant’s rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor’s collection of personal information.

17. Governing Law

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

18. Miscellaneous

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

SIGNATORIES

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

For the Regional District of Nanaimo:

<Name>, <Title>

For the Consultant, <Consultant's Name>:

<Name>, <Title>

SCHEDULE 'A' FEES & EXPENSES

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of **\$<Enter Amount>** in Canadian Dollars. This compensation includes all fees and expenses excluding GST. If the services are completed by the consultant at less cost than **\$<Enter Amount>** the Regional District shall be billed only for actual hours worked and actual expenses incurred. If the Consultant receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all of the Services.

Payment by the Regional District to the Consultant will be upon receipt of monthly written invoices from the Consultant for completed services and will be paid on a net 30 day basis from date of receipt. (Invoices shall contain a written statement of account showing the calculation of all fees and expenses claimed.)

SCHEDULE 'B' SCOPE OF WORK

Enter/Attach Scope of Work, Deliverables and Timeframe