



THE CITY OF SUMMERSIDE
Request for Proposal
Summerside
Green House Gas (GHG) Emissions Inventory – Baseline

Proposal submissions marked “Summerside Green House Gas – Baseline” will be received via e-mail to mike@summerside.ca (Mike Thususka) up to and including 1:00 p.m., Atlantic Time, May 5, 2023

RFP documents are available from:

Mike Thususka (mike@summerside.ca) or via City Web Site at <https://www.summerside.ca/>

*Note, the lowest price is not necessarily the determining factor.



PROJECT DESCRIPTION

Green House Gas (GHG) Emissions Inventory

CITY OF SUMMERSIDE, PE

1.0 STUDY BACKGROUND:

Summerside's economy is diverse and growing with some of the strongest global brands calling Summerside home. Samsung SRE, Honeywell, StandardAero, Starport and now Bluewave all call Summerside home given its balanced lifestyle and competitive business costs and acumen. Our sectors of excellence drive home the diversity and growth in Aerospace, Information Technology, Renewable Technology, and Cleantech to light manufacturing all found in a compact seaside community. Summerside is a story of possibilities, it's a story of our people and it's a story of our spirit.

The City, in addition to owning and operating a municipal electrical utility, has invested in the following cleantech infrastructure over the past two decades on its path to net zero:

- 0.6 MW Solar and Battery Behind the Meter Demonstration Peak Shaving - First in Canada.
- 12 MW Wind Farm – 4 Vestas v90/3000 turbines – 21% of City's power generation requirements.
- 21 MW Solar Farm with 10 MW Power Transfer Battery - 21% of City's power generation requirements.
- AI Smart Grid – partner with private sector in the development of the First in North America end to end AI power grid.
- 40% of the City coverage with bi-directional residential fibre – smart device testing platform including innovative thermal storage for commercial and residential customers.
- First in Atlantic Region in 2010 to invest in electric vehicles for municipal fleet.
- First in the region in 2006 to invest in a Level 4 Tertiary Waste Treatment Facility providing 5,000 tonnes of biofertilizers for local use.

The City over the past two decades has partnered with a large number of innovative companies in developing, validating and testing new innovative technologies. In many cases becoming the "first or only" partner with technology lead businesses seeking to expand into the North American marketplace.

In early 2023, the City of Summerside will generate and distribute to its residents and businesses more than 66% of their energy requirements through renewable resources of solar and wind. The City would like to ensure its residents and businesses benefit from every net zero megawatt the City has to offer.



Therefore, it is important that the City and its residents are aware of the level of GHG emissions that are being created by our collective actions. Simply put – “if we can’t measure it – we can’t manage it”. We believe this baseline measure of GHG emissions is an important step in our progression to creating Summerside as a Net Zero City.

2.0 RATIONALE:

The City is seeking a consultant or team of consultants (“Consultant”) to conduct a GHG inventory of the businesses, residents and municipality operations within the City of Summerside.

The GHG inventory project will consist principally of five main tasks; the Consultant and City responsibilities for these tasks are described below.

In their proposals, Consultants are encouraged to provide a detailed technical and project management approach that incorporates and expands on these tasks.

1. Define methodology

The GHG inventory shall be developed in accordance the most current best practices and comply with the GPC BASIC level requirements at a minimum, up to GPC BASIC+ level requirements or other widely acceptable industry standards.

The City seeks a GHG inventory that is transparent, replicable year-over-year, and allows for future benchmarking to regional, provincial and other municipal inventories.

Components of the GHG inventory that will be defined include, but are not limited, to:

- Selection of the base year;
- Confirmation of data sources, calculation methods, emissions factors, context data, and analytical tools; and
- Confirmation of categories for GHG tracking and reporting, including emission sources and activities that will be included and excluded. GHG emissions should be reported for major sectors (e.g., transportation, buildings, agriculture, manufacturing and waste/other).
- In consultation with the City, the Consultant will recommend a process for selecting which GHG emissions sources and activities to include in the GHG inventory beyond the four basic emissions generating activities outlined above. Additional components should include municipal operations, analyzed by major end use (e.g., buildings, fleet, waste, etc..).
- As able, report on carbon dioxide sequestration amounts and associated sources.



2. Data collection

The Consultant will collect data necessary for developing the GHG inventory. The City will review the Consultant's data needs and provide assistance in locating data owned by the City. The Consultant will lead collection of data; the City will assist where possible including data from City utilities (waste/electric). The City is open to considering the Consultant's use of innovative data collection approaches for community sectors including for consumption-based emissions estimates using industry accepted standards.

3. Data analysis

Based on the agreed upon methodology, the Consultant will calculate baseline energy usage and emissions for municipal operations and the community. Analysis must be done using non-proprietary methods and all assumptions, calculations, data sources, and key contacts must be made available to the City. At a minimum, the analysis will calculate emissions in each municipal operations and community category as well as combined emissions.

4. GHG emissions report

In consultation with the City, Consultant will recommend frameworks for presenting and reporting GHG emissions data. The Consultant will prepare a report that textually and graphically presents the GHG inventory and identifies emissions over which the City may have significant influence as well as additional community-wide emissions. The report will identify top-priority sources of GHG emissions for which reduction strategies could be developed in later phases of Summerside's climate change planning process.

5. Tracking hand-off

In addition to providing base year GHG emissions, this effort is intended to supply the City with the means to update the GHG inventory on an ongoing basis. The Consultant will provide the City with the information and materials necessary to replicate the GHG emissions calculations used for the base year GHG inventory, track progress, and generate reports. The Consultant will provide the City with an electronic version of the base year analysis.



2.0 PROPOSAL CONTENTS:

All submissions should meet or exceed the following minimum requirements:

- A) Have an expected budgetary price to perform the scope.
- B) Identify the relevant experience of the firm completing these types of studies.
- C) Identify a project schedule to completion.
- D) Identify the project team that will be performing the study.
- E) Provide a report that satisfies the parameters of the RFP, and any identified matters as they arise.

3.0 SITUATION OVERVIEW

Summerside is widely recognized as a leader and early adopter of green technologies. Our unique municipally owned infrastructure, combined with a business environment that encourages innovation, distinguishes us from other communities in Canada.

A commitment to sustainable development and technologies is a driving force in the policies of the City of Summerside. Our businesses and residents expect it. Sustainability makes both fiscal and environmental sense. It is a pillar of our approach to renewable initiatives and economic development in our community.

The City of Summerside is looking ahead to more innovation in the clean technology sector by building on the infrastructure already developed. Across North America, communities look to Summerside as a best practice model for leveraging sustainable net zero development as an integral part of an economic development strategy.

The successful consultant will be given all background information on previous work up to this date by the City of Summerside.

4.0 RFP Objectives and Project Scope

The City of Summerside anticipates the successful consultant will provide staff expertise with an appropriate level of experience and knowledge. Technical sophistication, industry leadership, mature project management and communications resources will be required to facilitate, develop and measure community GHG emissions. The work will require the consultant to:

- Organize and lead project start up and definition meeting, with the City of Summerside
- Become familiar with the various carbon use activities within the community of Summerside including the sub-sectors of transportation, agriculture, buildings, manufacturing and waste.



- Review existing documentation and reports related to national, provincial or regional GHG emissions
- Develop project work plan, with schedule, milestones and deliverables defined
- Conduct research and interviews, consult relevant literature related to GHG emission baseline measures
- Prepare a background information section in the report which summarizes the information that will be covered by the report/study
- Presentation of draft emissions inventory report to the City of Summerside
- Receive feedback from the City of Summerside and prepare final inventory report
- Presentation of final report (4 hard copies, 1 digital in word format and reusable baseline model for future use in excel format) to the City of Summerside.



GENERAL INFORMATION FOR SUBMISSIONS

GHG Emissions Inventory CITY OF SUMMERSIDE, PE

1.0 CONTACT:

CONTACT

City of Summerside, PE, Canada. Proposals marked "GHG Emissions Inventory Study" will be received via e-mail to: Mike Thususka, mike@summerside.ca, 1:00pm Atlantic Time, Friday May 5, 2023

2.0 CITY OF SUMMERSIDE RIGHTS

By this Request for Proposal (RFP), the City reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select short-listed Proponents or attempt to negotiate an agreement with the Successful Proponent, if any, as the City considers desirable. Without limiting the generality of the foregoing, the City reserves the right to:

- a) reject, consider or short-list any submission whether or not it contains all information required by this Request for Proposal;
- b) require clarification where a submission is unclear;
- c) reject any or all submissions without any obligation, or any compensation or reimbursement, to any Respondent, intended Proponent, or any other person associated with this RFP process;
- d) disqualify or reject any submission without discussion with the submitting party;
- e) reject any or all submissions that the City considers are not in its best interests;

3.0 NO OBLIGATION TO PROCEED

Though the City fully intends at this time to choose a consultant to perform this work, the City is under no obligation to do so. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any future RFP process will result in a contract with the City.



4.0 CITY’S DECISION-MAKING POWER

The City has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion. By responding to this RFP, the Firm certifies its agreement that no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, apply to the City.

5.0 PROPOSAL REQUIREMENTS

Submitted proposals must contain (at minimum) the following to be evaluated:

- 1 An elaboration on the process to undertake for completion of the study (demonstrate knowledge in the field)
- 2 An elaboration on the firm’s expertise in GHG measurement and previous GHG inventory studies for communities, regions, etc...
- 3 Completion of the PROPOSAL SUMMARY form included with this request for proposals. This PROPOSAL SUMMARY is found in Appendix A.
- 4 Contact information for references of previous work similar to the project scope.

6.0 OWNER SUPPLIED DATA AND DOCUMENTS

Any data or other documents received from the City for any purposes shall be considered confidential.

7.0 Proposal Format

Submission

Proponents must submit technical information as detailed in section 10.1 along with all costing information as detailed in section 10.2. To help ensure consistency in Proponent responses and ease the evaluation process, the proposal should be prepared and packaged, as outlined in the sections that follow. Please use double-spacing whenever possible and limit promotional and/or marketing materials to the information specifically requested in this RFP.



8.0 Structure of Proposal

The proposal should be comprised of the sections below, presented in the order listed:

Title page This should clearly identify the Proponent's name, postal address, telephone number, and email address as well as the project title.

Table of Contents

Body of proposal – This should include the Proponent's technical responses.

Appendices – These should include any additional information, brochures, etc. that support the proposed services. Entries for each Appendix should appear in the Table of Contents.

9.0 Proposal Package

A complete Proposal package is comprised of the documents as listed below and to be presented in the order listed below:

Administrative Documents – The following documents should be placed on top of the Proposal, in the order listed:

One (1) RFP Form – One original of this Form must be completed, signed and included in your proposal. The business name provided under 'NAME OF COMPANY' on page 1 of this RFP Form should be the same name as that reflected on your company's business registration profile. Ideally, this RFP Form should be placed on top of your proposal and will be retained by Procurement Services.

One (1) Letter of Introduction – This letter must identify the Proponent and be signed by a signing officer for the Proponent in order to bind the Proponent to the statements made in the proposal.

One (1) Original Proposal & Cost – This is the original Proposal & Cost document containing the Technical and costing responses. The title page should be marked with the word 'ORIGINAL' at the top and include the cost.

10.0 Response Requirements

This section describes the pricing and technical responses to be included in the proposal.

10.1 Technical Response

Executive Summary

Provide a 1-2 page summary of your technical response, highlighting the key features of your proposal. It should allow the evaluation team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail.



Understanding of RFP Requirements

Provide a 1-2 page summary of your understanding of the RFP requirements defined in this RFP. This content should be expressed in your own words and not simply recite the requirements as defined in this RFP.

Proposed Approach/Process and Project Plan

Describe the approach and/or process proposed to address the RFP requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project. Also provide a project plan that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

Demonstrated Expertise

Outline experience with comparable projects. Describe any similarities to or differences from this project.

Project References

Provide two project references for any work done by you in the past five years that is similar in nature to the requirements defined in this RFP. Select references that are similar to regional studies/inventory, and provide a contact name, along with his/her phone number, fax number and email address. The reference information provided should identify the size of the projects conducted for the reference as well as demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

Proposed Project Manager, Resume and References

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP. This is expected to include provision of progress updates, responding to Project related inquiries from the City of Summerside and providing general oversight to ensure that all Project deliverables are met in a timely and organized manner. Identify the project manager proposed for this project and describe his/her experience. Include his/her resume. This should be structured to emphasize his/her relevant qualifications and project management experience in successfully managing projects of a similar size and scope to that required by this RFP. The resume should include at least two project references, including: Name of organization, Name, title, telephone number and email of a contact for the organization, Brief description of the scope, complexity, dates and duration of the project

Proposed Resources, Resumes and References

The Proponent should be able to demonstrate that its proposed team as a whole meets or exceeds the RFP requirements. Prepare the table below to identify all personnel who will be assigned to the project and contribute to (i) the routine management and/or (ii) the performance of the required services. As shown, provide each person's name, title, role on this project, experience in this role and his/her respective employment status.

The City of Summerside encourages innovation and competition in the Proponent community through arrangements such as partnerships and consortiums. If sub-contractors or partners of a Proponent are permitted for this project, they must be identified in your table. If so, describe the general range of services that the respective contractors (companies or individuals) provided and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only a Proponent's 'own resources' will be used. Submit the individual resumes for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP. Each resume should include at least two project references where the proposed individual served in a similar role, including: Name of organization, Name, title, telephone number and email of a contact for the organization, Brief description of the scope, complexity, dates and duration of the project, Role the proposed individual played in the referenced project

Management of Project Risk

Identify the potential risks that would be expected to emerge during this project. Describe the respective impact(s) of these risks on the project itself and/or on any relevant business area(s) within the City of Summerside, and assign a severity on a defined scale. Outline risk mitigation strategies.

Resource Management

By virtue of responding to this RFP, the Proponent is committing to make the proposed resources available to this project when needed and, once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project. The City of Summerside acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the Proponent, or is otherwise unavailable to the Proponent at the time of the service requirement. In these cases, the Proponent agrees to provide replacement resources with equivalent (or greater) experience and capability, and the selection of the replacement resources will be subject to the approval of the City of Summerside. In the proposal, describe the process that would be used for including the City of Summerside in the selection of replacement resources and for securing the City of Summerside's approval. Describe how changes in the project manager in particular would be handled, if this becomes

necessary. If new service requirements emerge during the project, the City of Summerside will make every effort to provide the successful Proponent with as much advance notice as possible. Describe the process and typical timelines involved in making additional resources available to this project. Describe the process that would be used to resolve a situation where the City of Summerside concludes that an assigned resource from the Proponent is not performing their responsibilities adequately.

10.2 Pricing Response

Estimated Cost – Fixed Price

Prepare a fixed price for your proposed services including all expenses. Provide appropriate details to support these figures, including estimates of the work effort. Provide a per diem rate for the various personnel that will be applicable to changes in the resources utilized to complete the inventory.

11.0 Proposal Evaluation

11.1 General Information – Evaluation Team

It is understood and accepted by the Proponent that all decisions about the degree to which a proposal meets the requirements of this RFP are the sole judgment of this evaluation team. To assist in the evaluation of the Responses, the evaluation team may, but is not required to:

- Conduct reference checks relevant to the proposal with any or all of the references cited in a proposal to verify any and all information regarding a Proponent and rely on and consider any relevant information from such cited references in the evaluation of responses.
- Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of responses;
- Seek clarification from a Proponent only if the requested information is missing AND if such clarification does not offer the Proponent the opportunity to improve the competitive position of its proposal.

11.2 Evaluation Process

The proposal will be evaluated using the following process:

Stage 1: Verify each proposal's compliance to the mandatory criteria identified below, and disqualify any proposals that fail to meet these.

Stage 2: For proposals that pass the mandatory criteria, evaluate and score each one, using the desirable criteria and weights identified below.

11.3 Stage 1 – Mandatory Criteria

The proposal must meet all of the following mandatory criteria and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet any

one of these criteria, it will receive no further consideration during the evaluation process and shall be deemed non-compliant.

1. The proposal must clearly demonstrate the Proponent’s experience and ability to fulfill the service requirements identified.
2. All proposals must be submitted in Canadian dollars (CAD) exclusive of all taxes.

11.4 Stage 2 – Desirable Criteria

If the proposal meets the mandatory criteria it will be further evaluated using the desirable criteria as set out in the Table below. Scores will be recorded for each criterion and a total score will be determined.

Prepare the table below, inserting references to the appropriate sections within your proposal that deal with each criterion under evaluation.

Criterion	Weight (Points)	Minimum Score (Required Points)
Demonstrated experience of consulting firm or team	30	18
Demonstrated experience of project team members	40	24
Approach to achieving project objectives	60	36
Approach to schedule and associated monitoring/updates	30	18
Subtotal A – Qualifying Score	160	112
Cost of Proposal	40	
<u>Administrative and Legal Requirements</u> RFP form signed and included Business registration profile and/or plan have been included Declaration of contract intentions has been included No or minimal alterations to standard contract have been requested Bid Format reflects substantial Adherence to instructions provided		
Maximum Score Possible	200	

Notes:

1. A minimum qualifying score of 112 points (70% of the possible subtotal score) is required at Subtotal A and the minimum score (60% of the criteria score) must be met in each criterion as indicated.



Appendix A: Contract Terms

The form of contract shall be:

GHG Emission Inventory – City of Summerside Agreement

THIS AGREEMENT made this ____ day of MONTH, 2023

BETWEEN: The City of Summerside, as represented by the Chief Administrative Officer (hereinafter referred to as the “City”)

OF THE FIRST PART

AND: _____, as represented by

(hereinafter referred to as the “Consultant”)

OF THE SECOND PART

Whereas the City wishes to engage the services of the Consultant to carry out the necessary work described in Schedule “A”: herein;

AND WHEREAS the Consultant has agreed to provide the City with these services on certain terms and conditions;

NOW THEREFORE the parties agree that the terms and conditions of their relationship are as follows:

Definitions

1.1 In this Agreement, the following definitions apply:

- a. “Agreement” means this instrument as may be amended from time to time, and the expressions “herein”, “hereto”, “hereof”, “hereunder” and similar expressions referred to in this instrument shall refer to the instrument hereof as so defined, including any schedules attached, and not to any article, section, subsection or other subdivision hereof;
- b. “Party” means either the City or Consultant and “Parties” means the City and the Consultant;
- c. “Project” means Facilitate and Develop a Prince Edward Island Provincial Energy Strategy project.
- d. “Term” has the meaning as set forth in Article 3 of this Agreement;
- e. “Work” shall include all the activities described in this request for proposal: and may include additional activities that the Parties agree to in writing.



1.2 Headings.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Extended Meanings.

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Covenants of the Consultant and City

2. The Consultant shall perform the services, assume all those responsibilities and diligently execute all those duties described in the request for proposal, in a manner satisfactory to the City.
3. The Term of this Agreement shall commence on the ___ day of MONTH, 2023, and end at such date and time as specified by the City in writing to the Consultant but shall not extend beyond six (6) months after the signing of this Agreement.

Payments, Records and Accounts

4. The City shall make payments to the Consultant in the following manner:
 - a. Payment for Work rendered under this Agreement shall be at the rates as stated in the request for proposal: plus any applicable taxes.
 - b. In addition to the payment for Work described above, the Consultant may claim eligible expenses for travelling, lodging, meals and incidentals associated with carrying out the Work as stated in the request for proposal, that includes any applicable taxes.
 - c. The approved payments described herein shall be paid within thirty (30) days of the submission by the Consultant to the City that includes a detailed statement or invoice.

Conditions and Records of Employment

5.
 - a. The Parties agree that the Consultant shall act as an independent contractor and that he is entitled to no other benefits or payments whatsoever than those specified in Payments, Records and Accounts hereof.
 - b. The Parties agree that entry into this Agreement will not result in the appointment or employment of the Consultant as an officer, clerk or employee of the City of Summerside.
6.
 - a. The Consultant agrees to accept sole responsibility to submit any applications, reports, payments or contributions for Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Goods and Services Tax or any



similar matter which the Consultant may be required by law to make in connection with the Work to be performed under this Agreement.

b. The Consultant agrees to accept sole responsibility to comply with all Federal, Provincial and Municipal legislation which may have application to the Work being performed under this Agreement.

c. The Consultant shall comply with all provincial and federal legislation affecting conditions of work and wage rates including the Employment Standards Act R.S.P.E.I. 1988, Cap. E-6.2, the Workers' Compensation Act R.S.P.E.I. 1988 Cap. W-3 or any other laws that impose obligations on the employer.

d. The Consultant agrees to accept the full cost of doing those things required under sub-paragraphs 6.a., 6.b., and 6.c. above, and will not charge or seek reimbursement from the City in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts above.

Termination of Employment

7. Notwithstanding other provisions of this Agreement, the City may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of the City and either delivered to the Consultant or mailed to the Consultant's address at the last known place of business. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Consultant shall have no further claim against the City, except for the following: The Consultant shall be paid pursuant to and in accordance with paragraph 4., hereof, for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Consultant prior to written notification by the City and for which the Consultant is liable for payment, less any sums paid by the City in advance.
8. Notification in this Agreement is deemed to be effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Freedom of Information and Protection of Privacy Act

9. Any information provided on this Agreement may be subject to release under the Freedom of Information and Protection of Privacy Act. The Consultant shall be consulted prior to the release of any information.
10. Contractors or consultants whose work for the City, which includes the City, involves the collection or use of personal information are subject to the Freedom of Information and Protection of Privacy Act. Personal information shall not be released to any third party or unauthorized individual.



Indemnification and Assumption of Liability

11. The Consultant shall indemnify and hold harmless the City, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (hereinafter called the “claims”), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Consultant or anyone directly or indirectly employed by the Consultant or anyone for whom the Consultant may be liable.

12.
 - a. The Consultant shall maintain, as a minimum, commercial general liability insurance providing not less than Two Million Dollars (\$2,000,000) coverage and shall add the City as an additional insured and provide whatever information that the City may require on the insurance that is available.
 - b. The Contractor shall maintain, as a minimum, Professional Liability Insurance providing not less than Two Million Dollars (\$2,000,000.00 CAD) on a claims made basis, subject to an annual aggregate limit of Two Million Dollars (\$2,000,000.00 CAD), insuring the Contractor’s liability resulting from errors and omissions in the performance of professional services under this Agreement.
 - c. The Consultant shall maintain commercial automobile insurance that provides coverage for the activities of the Consultant under this Agreement on an “occurrence” basis for owned, non-owned and hired automobiles for both bodily injury and property damage and containing appropriate no fault insurance provisions or other endorsements in accordance with applicable laws, with limits of Two Million Dollars (\$2,000,000) combined single limit per accident with respect to bodily injury, property damage or death.
 - d. The insurance policies described above shall be in the form and with insurers satisfactory to the City. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the City prior to the execution of the Agreement. Default of delivery or receipt by the City shall not be construed as acknowledgement or concurrence that there has been compliance with the terms of this Agreement.

Entire Agreement

13. This Agreement shall not be assigned or subcontracted in whole or in part by the Consultant without the prior written consent of the City.

14. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.

15. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.



16. This Agreement, including the schedules, constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.

IN WITNESS WHEREOF the Parties thereto have executed this Agreement as of the day and year above written.

SIGNED, SEALED & DELIVERED) The City of Summerside
In the presence of) "City" as represented by
_____) _____
_____)

SIGNED, SEALED & DELIVERED) "Consultant"
_____) _____
In the presence of) represented by _____
_____)

Appendix B: Offer of Service Form

Offer of Service

1. I (We) the undersigned (the "Bidder") hereby offer to furnish the City of Summerside (the "City") all necessary expertise, supervision, materials, equipment, and other things necessary to complete, to the entire satisfaction of the City the work described as:

GHG Emission Inventory – City of Summerside Agreement

For the following quote excluding HST:

- (a) Firm and fixed price including all overhead costs and profit excluding HST for:

Professional Services \$ _____

- (e) Harmonized /Goods and Services Tax number: _____

2. Progress payments for professional services and applicable taxes on professional services rendered shall be monthly in arrears upon receipt of invoices detailing work that has been completed. The total of such progress payments shall not exceed eighty-five percent (85%) of the fixed quote for professional services and applicable taxes on the professional services. The remaining fifteen percent (15%) will be paid upon final completion and acceptance of work.
3. The Bidder shall be prepared to execute a professional services contract with the City that shall include the quote, prices and other terms and conditions stated within this Offer of Service.
4. Dated at _____ this ____ day of _____, 2023.

(Bidder)

By: _____ Titled: _____

(Authorized Signing Officer for Bidder)

Witness: _____