City of Abbotsford

Request for Proposals
RFP No. 1220-030-2011-1449

Integrated Community Sustainability Planning Initiative

Issue Date: June 30, 2011

Information Meeting:
(see section 2.1)

Date: Monday, July 11, 2011
Time: 1:30 pm
Location: Abbotsford City Hall, Room 235
32315 South Fraser Way
Abbotsford, BC V2T 1W7
Submit questions before meeting to contact below.

Closing Date & Time: Proposals to be received before 2:00 PM on **Thursday, July 28, 2011.**

Address for Proposal Delivery:

The Proponent to submit the Proposal to the City at:
Abbotsford City Hall, 6th Floor - Purchasing & Supply Services Division
32315 South Fraser Way, Abbotsford, BC V2T 1W7
Tel: 604-864-5524 Fax: 604-853-7968
E-mail PDF files: purchasing@abbotsford.ca

Faxed or PDF emailed Proposals are permitted, but a Proponent bears all risk that the City's equipment functions properly so that the City receives the Proposal. If the Proponent prefers to submit a hard copy, the Proponent to submit one original unbound Proposal and five (5) copies (six (6) in total).

RFP Inquiries:
(see section 2.4)

Purchasing & Supply Services Division
Attention: Violet McGregor, Senior Purchaser/Contracts Administrator
Tel: 604-864-5524 Fax: 604-853-7968
E-mail: purchasing@abbotsford.ca
Reference: 1220-030-2011-1449

Addenda Process:

If the City determines that an amendment is required to this RFP, the City will post a written addendum on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and upon posting will be deemed to form part of this RFP. Upon submitting a Proposal, Proponent will be deemed to have received notice of all addenda that are posted on the BC Bid Website.

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SCHEDULE A – SERVICES

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this RFP is to select a service provider (or service providers) to perform the services ("**Services**") described in Schedule A.

1.2 Definitions

In this RFP the following definitions shall apply:

"**City**" means the City of Abbotsford;

"**City Representative**" has the meaning set out in section 2.4;

"**Contract**" means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

"**Evaluation Team**" means the team appointed by the City;

"**Information Meeting**" has the meaning set out in section 2.1;

"**Preferred Proponent(s)**" means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

"**Proponent**" means an entity that submits a Proposal;

"**Proposal**" means a proposal submitted in response to this RFP;

"**RFP**" means this Request for Proposals;

"**Services**" has the meaning set out in Schedule A;

"**Site**" means the place or places where the Services are to be performed; and

"**Statement of Departures**" means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Information Meeting

An information meeting will be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. See the front page of RFP for details.

2.2 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out on the front page of the RFP, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or emailed PDF amendments are permitted, but such amendment may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.4 Inquiries

All inquiries related to this RFP should be directed in writing to the person named on the front page of this RFP (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Inquiries should be made no later than 7 days before Closing Time. The City reserves the right not to respond to inquiries made within 7 days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with the front page of this RFP. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.5 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.6 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.7 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the BC Bid Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Package

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.3 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

(a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

(b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

(a) Experience, Reputation and Resources
The Evaluation Team will consider the Proponent's responses to Schedule C-2.

(b) Technical
The Evaluation Team will consider the Proponent's responses to Schedule C-3 and Schedule C-4.

(c) Financial
The Evaluation Team will consider the Proponent's response to Schedule C-5.

(d) Statement of Departures
The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Appendix 5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

(a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;

(b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;

(c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.7 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Services. If the City exercises its discretion to divide up the Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

(a) enter into a Contract with the Preferred Proponent(s); or
(b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:

(1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
(2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
(3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
(A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
(B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
(C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or

(c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

5.5 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative, at any time prior to the award of a contract or the cancellation of this RFP.

5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

SCHEDULE A – BACKGROUND AND SERVICES

Appendix 'A'
Background

A.1 Intent

The City of Abbotsford (the "City") requests Proposals from suitably qualified and experienced firms with proven expertise in the discipline of Integrated Community Sustainability Planning Initiative (ICSP). As part of the City of Abbotsford's ICSP Initiative, the successful Proponent (Consultant) will provide consulting services for the preparation of four (4) documents under the ICSP Initiative:

(1) Community Sustainability Strategy (see Appendix 'B');
(2) Green Energy Strategy (Community Energy & Emissions Plan) (see Appendix 'C');
(3) Green Community Strategy (see Appendix 'D'); and
(4) Green Economic Investment Strategy (see Appendix 'E').

Under the direction of City Community Planning staff (City staff), the City Environmental Advisory Committee (EAC), and a committee comprised of select City staff and City Committee representatives (ICSP committee), the Consultant will develop a *sustainability vision* for the community and establish a framework to integrate that *sustainability vision* within City plans and strategies, planning, operations, and decision-making processes. The framework will also recommend the creation of new plans and strategies to address emerging sustainability issues and address sustainability gaps in City planning and operations. Additionally, strategies addressing community energy and emissions, sustainable land use, and economics will be developed.

The Consultant will be required to work with City staff, the EAC, ICSP committee, stakeholder groups, funding partners, interested parties, and the public to develop the four strategies under the ICSP Initiative.

A.2 General

The City has the expectation that the Proponent will bring to bear all relevant work experience, professionalism and integrity to the services provided, personnel to be assigned, and the development of appropriate level of compensation for such services.

As a public body, the City is accountable to its taxpayers for ensuring that value for services provided is obtained. It is therefore expected that Proponents will fully account for the effort required to perform the requirements of this RFP including, but not limited to, all necessary investigations and research; analysis and documentation; meetings with City staff, Committees, funding partners, stakeholders, and the public; and provision of other expertise necessary for the development, preparation and submission of the four strategy documents.

The information provided throughout this RFP is not intended to be either limiting or exhaustive

and, in responding to this RFP, Proponents must fully address all issues of relevance that, in their professional opinion, are necessary to undertake a comprehensive ICSP Initiative and to achieve the preparation and submission of the four strategies to be developed under the current phase of this Initiative.

NOTE: The terms "ICSP" and "ICSP Initiative" are used in this document, but it should be recognized that ICSP refers to an initiative and associated resources to complete the deliverables under this RFP (i.e. Community Sustainability Strategy, Green Energy Strategy, Green Community Strategy, and Green Economic Investment Strategy).

A.3 Background

The City is undertaking an ICSP Initiative. The ICSP Initiative is funded, in part, through a grant under the Federation of Canadian Municipalities *Green Municipal Fund* with additional funding and in-kind support provided by BC Hydro, Fraser Valley Conservancy, Fisheries and Oceans Canada, Fortis BC, and Community Futures South Fraser. The ICSP process encourages communities to become more sustainable and supports communities to envision, plan, coordinate, and implement actions to secure their long term well being. An ICSP establishes a set of goals and targets related to municipal sustainability and ensure goals and targets are integrated within municipal plans and strategies, as well as decision-making processes.

The City has developed several corporate and community plans[1] that recognize sustainability including the Strategic Plan and Official Community Plan. Currently, City plans and strategies exist in subject areas such as transportation, bicycle travel, water supply, parks and recreation, agriculture, etc. (see Appendix 'F') with each having policies and actions that directly or indirectly contribute to corporate and community sustainability. However, a mechanism whereby these City plans and strategies are viewed through a "sustainability lens" and actions implemented to ensure alignment with a shared corporate and community sustainability vision does not currently exist. The ICSP Initiative will lead to the development of a *sustainability vision* that will serve as the "sustainability lens" through which current and future corporate and community plans are viewed and aligned.

Integration of the *sustainability vision* into daily planning and operations (i.e. daily business) will be accomplished through the development of a Community Sustainability Strategy (CSS) document that includes 'actions' and 'targets' to align current plans with the *sustainability vision.* Implementation and monitoring plans that support the achievement of 'actions' and 'targets' will be included in the CSS. As new corporate or community plans and strategies are developed, and existing ones updated, the CSS will be updated to include actions, targets, implementation, and monitoring to integrate the *sustainability vision* into those plans.

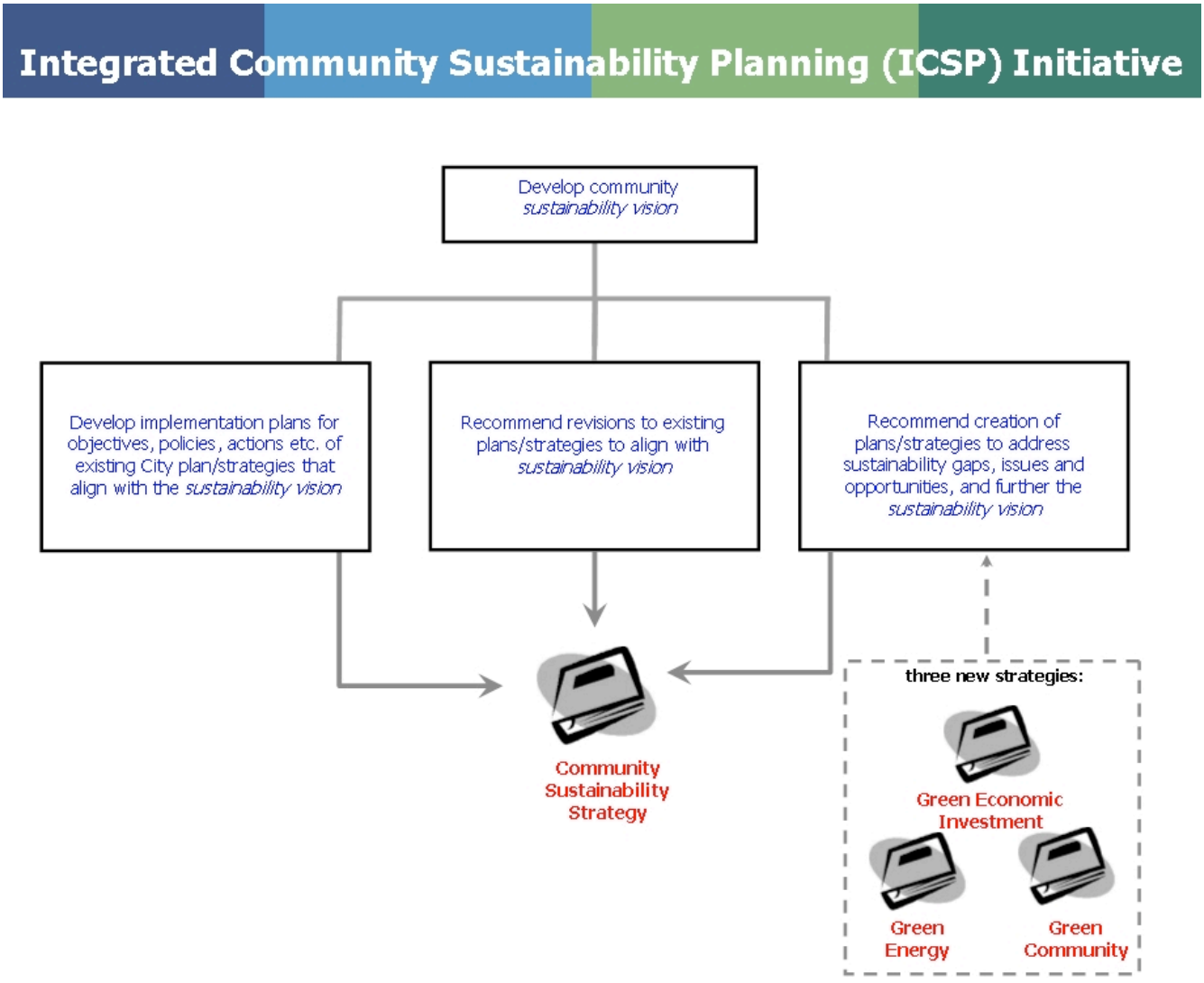
The ICSP Initiative will not create a static end-state 'plan'; rather, it will establish an ongoing dynamic 'planning' process through creation of the Community Sustainability Strategy. The CSS will provide the framework for integrating sustainability into daily business and will be updated on an ongoing basis. It will also identify sustainability 'gaps' in existing corporate and community plans/strategies, as well as identify emerging sustainability issues and opportunities,

[1] See http://www.abbotsford.ca/about_us/master_plans_strategies.htm for a list of master plans and strategies

and make recommendations for the development of plans and strategies to address sustainability gaps, issues, and opportunities.

Three (3) emerging and important topics from a municipal sustainability perspective include community energy and emissions, sustainable land use, and economics. Rather than waiting for the CSS to recommend these topics be studied in more detail the City has prioritized these topics for immediate study. The three study areas are being specifically referred to under the ICSP Initiative as “Green Energy”, “Green Community", and “Green Economic Investment” strategies and will provide more specific direction for the City and the community in terms of achieving energy, land use, and economic sustainability. These 3 strategies will be completed parallel to, and in conjunction with, the Community Sustainability Strategy and will represent the first corporate and community strategies to address sustainability gaps and opportunities and promote the community *sustainability vision*.

The ICSP Initiative will have four deliverables: (1) Community Sustainability Strategy; (2) Green Energy Strategy (Community Energy & Emissions Plan); (3) Green Community Strategy; and (4) Green Economic Investment strategy. Key tasks (blue text) and deliverables (red text) for the ICSP Initiative are depicted graphically below.



A.4 Scope

The ICSP is comprised of four (4) components:

1. Community Sustainability Strategy. This document will focus on the development of a shared corporate and community sustainability vision that will serve as the "sustainability lens" through which current and future corporate and community plans are viewed and aligned. The Strategy document will define a "sustainability vision" for the community with key objectives and actions to promote the integration of the sustainability vision into City planning and operations. The Strategy will provide the framework for integrating sustainability into daily business and will be updated on an ongoing basis. Background, Scope of Services, Other Considerations & Expectations, Deliverables, and Format for this deliverable is provided in Appendix 'B'.

2. Green Energy Strategy. This document will focus on the development of a strategy that assists the City in reducing its energy use and in achieving its Greenhouse Gas (GHG) emissions reduction targets, as described in the Official Community Plan (OCP), in the short, medium, and long term. The Strategy will establish energy and emissions related priorities for the community, define an overall vision, and set goals and direction against an established baseline. The vision, goals and strategies will be used to help the City meet its GHG reduction targets for 2025 and 2040 as detailed in the OCP. Background, Scope of Services, Other Considerations & Expectations, Deliverables, and Format for this deliverable is provided in Appendix 'C'.

3. Green Community Strategy. This document will focus on the development of actions and processes that protect natural areas and the aesthetic, ecological, and cultural values they sustain, along with the important ecosystem services[2] they provide. The Strategy will support land use decision-making that balances growth with the need to protect natural areas through the development of an Environmental Management Area plan for Sumas Mountain (within the City of Abbotsford), an investigation of options to promote development within the urban core, and investigation of a tool to assess the "environmental footprint" of a proposed land use. Background, Scope of Services, Other Considerations & Expectations, Deliverables, and Format for this deliverable is provided in Appendix 'D'.

4. Green Economic Investment Strategy. This document will focus on the development of policies and actions that encourage and support 'green' business practices, businesses that provide 'green' products, services and technologies, as well as research and innovation into 'green' products, services, technologies, and utilities. This will be one of the new City strategies to addresses emerging sustainability opportunities. Background, Scope of Services, Other Considerations & Expectations, Deliverables, and Format for this deliverable is provided in Appendix 'E'.

[2] "Ecosystem Services" are defined as the benefits provided by the resources and processes supplied by the planet's stock of renewable and non-renewable resources (e.g. forests, mines, plants, animals), environmental resources (e.g. air, water), and land.

The Green Energy Strategy (Community Energy and Emissions Plan) has a budget allocation of $120,000.00 that should be fully utilized. Fee allocation for other deliverables are up to the discretion of the Proponent.

A.5 Process

The table below outlines a suggested timeline for completion of key deliverables. The project must be completed by September 30, 2012 to obtain grant funding. Other dates below are suggested and are subject to change.

Table 1: Deliverables and Suggested Completion Dates

Deliverable	Item	Suggested Completion Date
Community Sustainability Strategy	► Confirm shared corporate and community 'sustainability vision' (includes Council approval)	October 31, 2011
	► Finalize 'sustainability vision' along with key objectives	December 30, 2011
	► Draft Community Sustainability Strategy - Develop actions to integrate sustainability vision into daily business (i.e. recommend actions and updates to existing plans/strategies, as well as new plans/strategies) - Recommend approaches to integrate 'sustainability vision' into OCP - Implementation plan to integrate 'sustainability vision' into OCP - Implementation plans from Green Strategies appended to Community Sustainability Strategy	July 15, 2012
	► Final Community Sustainability Strategy	September 15, 2012
	► Obtain Council approval of Community Sustainability Strategy	September 30, 2012
Green Energy Strategy **Green Community Strategy** **Green Economic**	► Commence "Green Strategies"	October 31, 2011 *
	► Draft "Green Strategies"	May 01, 2012
	► Final "Green Strategies"	June 15, 2012
	► Obtain Council approval of "Green Strategies"	July 01, 2012

- **Energy**		

* The "Green Strategies" must align with, and promote, the 'sustainability vision'; therefore, work on these plans is limited to prior to confirmation of the 'sustainability vision' by October 31, 2011.

Appendix 'B'
Community Sustainability Strategy

B.1 Request

The City requests Proposals from suitably qualified and experienced Proponents for the completion of a "Community Sustainability Strategy" as part of the City of Abbotsford ICSP Initiative.

B.2 Background

The City of Abbotsford is undertaking an Integrated Community Sustainability Planning (ICSP) Initiative to address long term environmental, cultural, social, and economic sustainability in an integrated manner. The ICSP Initiative was discussed in more detail in Appendix 'A' above. A specific outcome of the ICSP Initiative will be the development of a Community Sustainability Strategy that will provide the means for integrating sustainability into daily business at the City in the short, medium, and long term.

Key tasks to be completed as part of the Community Sustainability Strategy include:

1. Develop a shared corporate and community sustainability vision and key objectives, along with recommended actions to implement objectives and promote the sustainability vision.
2. Recommend approaches to align the Official Community Plan (OCP) and other City plans and strategies with the sustainability vision.
3. Develop an implementation plan which identifies key stakeholders in leading the implementation of actions to align the OCP with the sustainability vision.
4. Recommend new corporate and/or community plans be developed to address sustainability gaps, issues, and opportunities.

The Consultant will be required to work with City staff, the EAC, ICSP committee, stakeholder groups, funding partners, interested parties, and the public to develop the Community Sustainability Strategy.

B.3 Scope of Services

In this section, the successful Proponent shall be referred to as the "Consultant". The Scope of Services and expected deliverables shall be as described below.

Development of Sustainability Vision (Key Task 1)

1. Review City plans and strategies (plans/strategies) and develop a shared corporate and community sustainability vision along with key objectives and actions.
2. Conduct key stakeholder and related community consultations to confirm and/or revise the sustainability vision, key objectives, and actions.
3. Summarize consultations and report back to City staff, EAC and ICSP committee; seek additional input and revise. Prepare a summary report for presentation to Council to obtain approval of community sustainability vision.

Plan & Strategy Updates (Key Task 2)

4. Review existing corporate and community plans/strategies and identify gaps where the plan/strategy is lacking with respect to the sustainability vision.
5. Make recommendations, to be considered when the plan/strategy is updated, to align the plan/strategy with the sustainability vision.

OCP Sustainability Vision Implementation (Key Task 3)

6. Review the City of Abbotsford Official Community Plan and extract existing policies, actions etc. that align with the sustainability vision.
7. Develop an implementation plan for OCP policies and actions that will promote the sustainability vision. The implementation plan must include actions with associated targets to measure progress. For each 'action', a lead agency and any support agencies and partners[3] responsible for carrying out 'actions' should be established, along with identification of other resources required to implement the identified actions, and propose timelines for completion.
8. Develop a monitoring plan to measure success in meeting sustainability vision targets. The monitoring plan should include measurables, monitoring frequency, establish indicators of success, and provide suggested actions if implementation is not successful.

Sustainability Gaps & Opportunities Assessment (Key Task 4)

9. Identify gaps in the collection of corporate and community plans/strategies with respect to sustainability and the sustainability vision.
10. Make recommendations for the development of new corporate and/or community plans that address sustainability gaps, issues and opportunities and further promote the sustainability vision.

Note: three (3) new stand-alone strategies (i.e. Green Energy, Green Community, Green Economic Investment Strategy) are being created under this ICSP Initiative to address this item. Each strategy, discussed in more detail in Appendices ‘B’, ‘C’ and ‘D’, will have an implementation/action plan that will be incorporated into the Community Sustainability Strategy.

11. Following completion of new plans/strategies (i.e. "green" strategies discussed in Appendices ‘B’, ‘C’ and ‘D’ of this RFP) and their associated implementation

[3] The strategy is not limited to what the City can do with its own resources and should encourage a community approach to implementation

plans, incorporate those implementation plans into appendices of the Community Sustainability Strategy.

Sustainability Vision Consultation

12. Present the draft sustainability vision and goals to City staff, ICSP committee, and EAC for comment and revision.
13. Revise and present sustainability vision and goals to public and stakeholders via targeted public events.
14. Revise draft and present the updated sustainability vision and goals to City staff, EAC, and ICSP committee for comment and revision.
15. Following final revisions, and upon receiving consent from City staff, EAC, and ICSP committee, submit the sustainability vision and goals to Council for approval (by Council Resolution).

Community Sustainability Strategy Consultation

16. Present the draft Community Sustainability Strategy to City staff, EAC, ICSP committee, and EAC for comment and revision.
17. Revise draft and present Community Sustainability Strategy to public and stakeholders via targeted public events. Conclude consultation with a public open house.
18. Immediately following the public open house, submit a '.pdf' electronic file format copy of the draft Community Sustainability Strategy to City staff for posting on the City web page to seek additional public input.
19. Revise draft and present the draft Community Sustainability Strategy to City staff, EAC,and ICSP committee for comment and revision. Hold final public open house.
20. Following final revisions, and upon receiving consent from City staff, EAC, and ICSP committee, submit the Community Sustainability Strategy to Council for approval (by Council Resolution).

For Key Task 3, the Consultant is to review the OCP and make recommendations to align the OCP with the *sustainability vision* and develop an implementation plan to promote/integrate that sustainability vision in the OCP. For Key Task 2, the Consultant is to review other City plans/strategies and make recommendations to align those plans/strategies with the sustainability vision, but development of an implementation plan for other City plans/strategies is not a required deliverable. The above scope of services represents a minimum and the Consultant may propose to deliver additional services within the budget outlined in Schedule B, Section 5.1. For example, the Consultant may propose to develop sustainability vision implementation plans for other City plans/strategies in addition to the OCP.

B.4 Other Considerations & Expectations

- As noted above, the Consultant will be required to develop and undertake an extensive consultation program. This will involve consultation with City staff, the EAC, ICSP committee, stakeholders, and the public via meetings, displays at public/community events, and public open houses. There will be opportunities to coordinate public consultations with other components of the ICSP Initiative (i.e. the 3 "green" strategies) and/or engage ICSP partners that are providing in-kind support for the initiative (e.g. Community Futures-South Fraser, Fraser Valley Conservancy) to assist with outreach and consultation activities. The Consultant will be required to work closely with the City and ICSP funding partners to undertake meaningful and extensive consultation.
- Links to electronic copies of the following City plans and strategies are provided in Appendix 'F'.

  - Official Community Plan
  - Strategic Plan
  - 5-Year Financial Plan
  - Abbotsford CARES Agenda for Social Planning in the City of Abbotsford
  - Agriculture Strategy
  - Airport Master Plan
  - Arts & Heritage Master Plan
  - Bicycle Master Plan
  - City in the Country Plan
  - Fire Rescue Services Master Plan
  - Parks and Recreation Master Plan
  - Transportation Master Plan
  - Water Master Plan

- To produce a deliverable that is innovative and leading edge, the Consultant is expected to consult with non-government organizations, academic experts, professional associations, industry organizations etc. that can provide valuable input and subject matter expertise.

B.5 Deliverables

Based upon the Scope of Services described above, the expected deliverables shall be as follows:

1. Community Sustainability Strategy (hard and '.pdf' copies).
2. A consultation program, consisting of meetings with City staff, EAC, ICSP committee, public, stakeholders, and Council. The Consultant is expected to lead and facilitate public consultations, as well as develop relevant public display materials in collaboration with City staff. The Consultant should expect to receive feedback from stakeholders and the public via the Community Sustainability Strategy webpage. The consultation program will, at minimum, consist of the following:
   a. Meet with City staff, EAC and ICSP committee to (1) review sustainability vision; (2) review draft Community Sustainability Strategy; (3) review

revised sustainability vision, (4) review revised Community Sustainability Strategy; and (5) review final Community Sustainability Strategy.

b. Attend public events (minimum five) and two public open houses.

c. Presentations to City senior management team and City Council to include presentation of sustainability vision and final Community Sustainability Strategy.

3. The Consultant must be prepared to provide updates to City Staff, EAC, and ICSP committee as needed.
4. Draft reports, documents and consultation information and materials, where appropriate and relevant.
5. Final report to Council (in collaboration with City staff).

B.6 Format

The Community Sustainability Strategy shall be developed to be accessible as a visually-appealing, web-based product, and reproducible as a black and white document. The City envisions a document comprised of a main report summarizing the sustainability vision, key objectives and actions (i.e. Task 1), with appendices comprised of implementation plans to achieve the sustainability vision in the short, for select plans/strategies (i.e. OCP, Green Energy, Green Community and Green Economic Investment Strategies (i.e. Task 2), recommendations for revisions to existing plans/strategies (i.e. Task 3), and recommendations for future plans/strategies (i.e. Task 4).

It should include the following:

Main Document

- Introduction and Context
- Methodology & Rationale
- Community Sustainability Vision and Key Objectives

Appendices

- Recommended actions and updates to align existing plans/strategies, including the OCP, with the sustainability vision
- Recommended new plans and strategies, including rationale
- Sustainability vision implementation plan for OCP
- Green Community Strategy Implementation
- Green Energy Strategy Implementation
- Green Economic Investment Strategy Implementation
- Sustainability vision implementation plans for other City plans/strategies (optional)
- The Consultant shall incorporate the following language into reports produced in connection with this deliverable:

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The preparation of this sustainable community plan was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this

support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

Appendix 'C'
Green Energy Strategy (Community Energy and Emissions Plan)

C.1 Request

The City of Abbotsford is seeking expertise in completing a Community Energy and Emissions Plan (CEEP) for the purpose of creating a short, medium and long term plan that will assist the City in reducing its energy use and in achieving its Greenhouse Gas (GHG) emissions reduction targets, as currently laid out in the Official Community Plan (OCP; revised to include GHG emissions reduction targets on May 10, 2010).

This study will support the preparation of the ICSP Initiative discussed in Appendix A. The CEEP will support the development of new goals, targets, indicators and action items for the "Green Energy" component of the ICSP Initiative. The CEEP will be a high level overview with sufficient precision to clearly establish energy and emissions related priorities for the community, define an overall vision, and set goals and direction against an established baseline. The vision, goals and strategies will be used to help the City meet its GHG reduction targets for 2025 and 2040 as identified in the OCP. The CEEP will build upon previous work and will become a primary document for the community's energy and emissions planning process.

C.2 Background

Numerous drivers have stimulated the development of plans and policies to provincially, regionally and municipally reduce Greenhouse Gas emissions. These drivers may include: climate change, reducing energy costs and consumption, transitioning from a fossil fuel dependent society to renewable energy, stimulating the local economy through local energy generation, and energy security. The following policies are driving action on a provincial level:

- Local Government (Green Communities) Statutes Amendment Act (Bill 27, 2008);
- Climate Action Charter (2007);
- GHG Reduction Targets Act (Bill 44, 2007);
- Clean Energy Act (2010);
- BC Energy Plan; and
- BC Building Code

Similar to other local governments, Abbotsford is taking advantage of the opportunities provided by these legislation changes and has recently updated the OCP to include GHG emissions reduction targets by 20% below 2007 emission levels by the year 2025 and to reduce emissions by 45% below 2007 levels by the year 2040.

The City's GHG targets reflect the fact that Abbotsford is a high growth community and are based on the likely scenario that the City will grow by 75,000 people and 40,000 jobs by 2040.

These targets assume most growth will be channeled into a compact, walkable, and transit-supportive land use pattern with energy efficient buildings, supporting GHG reductions. The targets also assume local GHG-reducing opportunities, such as green energy, transit investment and waste reduction, will be capitalized upon.

Achieving these targets is also dependent on senior government regulations regarding building energy efficiency and vehicle fuel economy. As the City is limited to reducing GHGs through land use change, achieving the targets in the OCP will be a shared responsibility between the City and senior governments.

Many OCP policies support the GHG targets; both old and new policies created as part of the recent update. Implementation of the OCP policies will not only help to achieve City-wide GHG reduction targets but they also support OCP goals of improving quality of life, economic development and environmental and social sustainability.

Completion of the CEEP will meet the following City objectives:

- Identify the community's short, medium and long term energy and emissions reduction actions needed to meet the City targets for GHG emissions reduction as identified in the OCP;
- Ensure policies exist or are developed to support the identified actions;
- Support the City's community level commitments under the BC Climate Action Charter; and
- Comply with the Federation of Canadian Municipalities Partners for Climate Protection (PCP) program requirements (Milestone 3, "Community" stream).

C.3 Scope of Services

C.3.1 Background Information

In undertaking the scope of services described in the section below, the successful Proponent should recognize the following legislation/items:

- Local Government (Green Communities) Statutes Amendment Act (Bill 27, 2008)
- Climate Action Charter (2007)
- GHG Reduction Targets Act (Bill 44, 2007)
- Clean Energy Act (2010)
- BC Energy Plan
- BC Building Code

The City of Abbotsford will also provide the successful Proponent with the following information:

- City of Abbotsford Official Community Plan (OCP)

- City of Abbotsford Strategic Directions (a draft Strategic Plan)
- City of Abbotsford Charter of Sustainability (within the OCP)
- City of Abbotsford Zoning Bylaw 1996 (250-96)
- City of Abbotsford Agriculture Strategy
- City of Abbotsford Transportation Master Plan
- Transit Future Plan
- 2007 Community Energy and Emissions Inventory (BC Government)
- Census data (2001, 2006), 2011 area profiles (based on 2006 Census data) for the City of Abbotsford and other specific areas, including demographics and social data.
- Background studies and information for the OCP
- Mapping information (including GIS data), as required
- Other applicable City policies, plans, regulations and studies, as required
- Updates from plans/applicable work in progress (e.g. Rural Area Plan, work towards the Transit Future Plan), as required

C.3.2 Scope of Services

The following items should be accomplished as part of the plan:

1. Provide summary comments on the City's vision and historical sustainability activity from which the CEEP will be based and an outline of the approach taken for the development of the CEEP.
2. Provide summary comments on the City's location and boundaries; population, demographics and current land use characteristics; climate; economy; future growth and local concerns and issues.
3. Provide the most current energy and emissions profile for the community as a whole (using the methodology used in developing the Provincial Community Energy and Emissions Inventory) with the additional sector of agriculture. Include a summary of current electrical consumption within the building sector (residential, commercial and industrial).
4. Model current and future energy and GHG emissions (per capita) trends with current and anticipated energy consumption rates (including electricity) and development patterns taking into account projected population growth and land use development/re-development by sector (transportation, buildings – residential/commercial/industrial, waste, and agriculture). This will form a "business as usual" scenario. Use 2015, 2025 and 2040 as target dates. Model inputs should include, but not necessarily be limited to:
    a. Socioeconomic data including Census data.
    b. Land use mix and density (e.g. land use mix; location of residences and jobs; location of key destinations, such as grocery stores, schools, and retail commercial).
    c. Transportation network, mode and efficiency (e.g. speed, service hours and headway of transit system; walking and cycling paths and trails; number, type and estimated kilometres driven of cars and commercial vehicles; efficiency and energy source of transit; type, density and connectivity of the road network).

d. Building type and performance (e.g. floor area of each building sub-type; energy type mix within residential, commercial and industrial buildings; retrofit rate for each building sub-type; building-scale renewable energy technology use).
e. Energy supply (e.g. current and future supply distribution of grid-scale energy; current and future greenhouse gas emission sources; current and future local renewable energy generation-electricity and heat).
f. Solid and liquid waste management (e.g. mass and composition of solid waste generated; division of solid waste generated by disposal and diversion technology; solid and liquid waste management practices).
g. Community forests and agriculture (e.g. forest type and area, agriculture type and area; local consumption.

5. Map current and future energy density (emissions hotspots) for the community as a whole. Use 2015, 2025 and 2040 as target dates.
6. Identify and map local energy sources and energy infrastructure.
7. Produce a high level map (visual locator) of electrical demand and supply resource options including land use options.
8. Develop community energy (including electrical demand and locally-owned/generated electricity supply) and emissions visions, goals and targets[4] keeping in mind the GHG reduction targets that have been adopted by the OCP.
9. Based on the new and previously adopted community energy and emissions visions, goals and targets develop community decision criteria to be used for analysis and selecting strategies. Note: Strategies should be considered in the following order (see Figure C1):
    a. Reduce consumption (energy conservation)
    b. Re-use of waste heat
    c. Renewable heat (district energy)
    d. Renewable electricity supply (wind, solar, micro hydro, etc.)
10. Identify strategies for integrated land use, energy, and transportation planning.
11. Identify, map and recommend strategies to reduce energy (including electricity) use and emissions in existing and new development areas, including:
    a. Conservation behaviour (i.e. strategies to increase BC Power Smart program participation in the community – including the residential, commercial business and industrial sectors).
    b. Green buildings (retrofits and new construction).
    c. Land use (land use densities and mix).
12. Identify, map and recommend strategies to reuse waste resources (keeping in mind the air quality challenges faced in the Fraser Valley airshed), including:
    a. Waste heat from industrial and commercial sources.
    b. Resource recovery from existing waste streams (e.g. biogas generation from agricultural or municipal waste).
13. Identify, map and recommend strategies to use renewable energy sources to heat and power the community, including district energy opportunities supported by:

[4] Targets must be Specific, Measurable, Actionable, Reportable, and Trackable. For example, include an overarching electricity reduction target – XX% below 2007 levels (as reported in Provincial CEEI) by 20XX.

a. Approximate land area of development (hectares) with projected energy density over land (GJ/ha or MW/ha and MWh/ha per year).
b. Approximate total development size by building area and archetypes (ft2 or m2).
c. High level analysis of challenges and opportunities to these renewable energy sources.

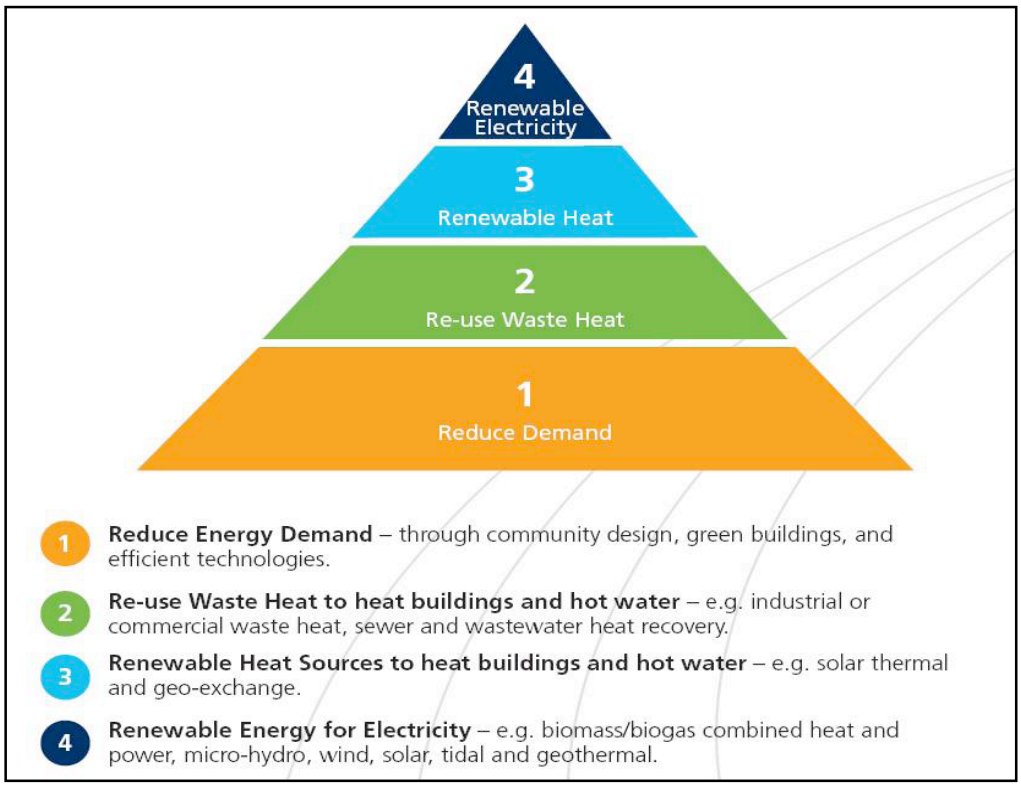

Figure C1. Community Energy Planning Hierarchy

14. Identify, map and recommend on-site renewable energy strategies for areas that do not have district energy potential.
15. Identify, map and recommend opportunities for local electricity generation, either stand-alone or combined with district energy systems.
16. Identify, map and recommend sustainable transportation strategies and their electricity implications.
17. Quantify projected energy (including electricity) and GHG reductions from each strategy.
18. Forecast energy (including electricity) and emissions trends under alternative energy source and use scenarios being considered by the plan. Forecasts should be provided for different sectors (transportation, buildings-residential/ commercial/ industrial, waste and agriculture) and, where possible, illustrated by mapping.
19. In addition to the new policies added to the OCP in support of GHG emission reduction targets, identify additional policies that the local government can leverage to reduce energy use in new and existing buildings.

20. In conjunction with the overall ICSP Initiative, develop and implement a stakeholder and public engagement strategy to help inform the development of the CEEP and to gain support for the CEEP (this will include, but not limited to, consultations with stakeholders, the public, City staff (regular meeting to facilitate plan development), City senior management team and City Council). The engagement strategy should include traditional approaches such as workshops and open houses (two of each; one at initiation of project to facilitate idea generation and one near the end to present the draft plan, soliciting feedback), in addition to innovative approaches such as twitter, blogs, dedicated websites, etc.
21. Rate the strategies (using community decision criteria established as part of item #9 above) and identify viable short, medium, and long term strategies by 2015, 2025, and 2040, respectively to be pursed by the plan.
22. Identify linkages between the strategies suggested by the CEEP and the goals, visions, and targets of the other components of the ICSP initiative; Community Sustainability Strategy, Green Community Strategy, and Green Economic Investment Strategy.
23. Quantify overall estimated energy (including electricity) and emissions reductions realized from the implementation of final short-listed strategies (making sure the final short-list also takes into account strategies with strong linkages to the Community Sustainability, Green Community, and Green Economic Investment components of the ICSP Initiative). Use 2015, 2025 and 2040 as target dates.
24. Provide a final recommendation of strategies and associated actions for each of the short, medium, and long term time frames that will need to be implemented to ensure the community meets its GHG reduction targets for 2025 and 2040.
25. Identify key indicators for the City to use in tracking/monitoring energy and emissions trends associated with the recommended strategies and actions.
26. Include triple-bottom line (financial impacts, social impacts, environmental impacts) comparison of major strategies and actions being considered (quantitative where possible), including estimated electrical savings/growth.
27. Provide input on how to increase community participation in the recommended strategies and actions.
28. Provide a strategic and action-oriented implementation plan that includes the following elements:
    a. A clear set of prioritized actions to be undertaken to achieve the vision, goals, targets, and recommended strategies.
    b. An illustrated summary of the final planned strategies.
        i. This is a presentation tool to be used to communicate the key plan strategies to the community (e.g. “CEEP at a glance” or “CEEP on a page”).
    c. An estimate of the resources required to implement the actions (costs, human resources, etc.).
    d. An assessment of the roles and responsibilities of personnel involved in the implementation of the plan.
    e. Identification of partnerships and stakeholders.
    f. An appropriate oversight structure for ensuring successful implementation of the recommended strategies.

g. A plan for Council endorsement and alignment with the Strategic Plan, Community Sustainability Strategy, and the OCP.
h. A schedule of plan implementation.
i. Reporting.

C.4 Other Considerations and Expectations

Other information to be provided/considered by the Proponent/Consultant:

- Confirmation that the Proponents firm is a member of BC Hydro's Power Smart Alliance, approved for CEEP.
- Proponents to clearly demonstrate experience in preparation of a Community Energy and Emissions Plan.
- There will be opportunities to coordinate public consultations with other components of the larger ICSP Initiative and/or engage other ICSP partners (e.g. Community Futures-South Fraser, Fraser Valley Conservancy) to assist with outreach and consultation activities.
- Fees, Disbursements, and HST for this deliverable must not exceed $120,000.00 and Proponents are expected to fully utilize the $120,000.00 allocated to the Green Energy Strategy.
- To produce a deliverable that is innovative and leading edge, the Consultant is expected to consult with non-government organizations, academic experts, professional associations, industry organizations etc. that can provide valuable input and subject matter expertise.

C.5 Deliverables

Since the Green Energy Strategy is being conducted as part of the larger ICSP Initiative, project deliverables are expected to take approximately 1 year to complete. See Appendix 'A', section A.5 for a general schedule and how the CEEP deliverables fits in with the other deliverables of the ICSP Initiative.

1. Community Energy and Emissions Plan (hard and ".pdf" copies).
2. A consultation program consisting of:
    a. Meetings with internal and external stakeholders (City staff, EAC, and ICSP committee, stakeholders, public, etc) as required;
    b. Facilitation of a minimum of two (2) public open houses;
    c. Facilitation of innovative public engagement strategies;
    d. The Consultant is expected to lead and facilitate these meetings, as well as develop relevant public open house materials in collaboration with City staff. The Consultant should expect to receive feedback from stakeholders and the public via the ICSP webpage.
3. Regular updates to City staff and ICSP committee.
4. Draft reports, documents and consultation information and materials, where appropriate and relevant, for posting on the ICSP webpage.
5. Final report to City senior management team and City Council (in collaboration with City staff).
6. All files (raw data, GIS layers, spreadsheets, modeling code, etc.) are to be provided to the City in electronic format.

C.6 Format

The Green Energy Strategy shall be developed to be accessible as a visually-appealing, web-based product, and reproducible as a black and white document. Although it is not necessary to follow the following plan format, a potential table of contents is provided below:

1. Introduction
2. Context
3. Community Profile
4. Energy & GHG Emissions Inventory
5. Vision, Goals and Targets
6. Strategies & Actions
7. Implementation

The following items should be included with the Strategy:

- Modeling methods, assumptions, emission factors, and data sources must be clearly described in the report.
- The Consultant shall incorporate the following language into reports produced in connection with this deliverable:

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  The preparation of this sustainable community plan was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

Appendix 'D'
Green Community Strategy

D.1 Green Community Strategy

D.1.1 Request

The City of Abbotsford requests Proposals from suitably qualified and experienced Proponents for the completion of a "Green Community Strategy" as part of the City of Abbotsford's ICSP Initiative.

D.1.2 Background

The intent of the “Green Community Strategy” (GCS) is to promote actions and processes that protect natural areas and the aesthetic, ecological, and cultural values they sustain, along with the important (and "free") ecosystem services[5] they provide (e.g. air quality mitigation, rainwater management, carbon sequestration, thermoregulation, groundwater protection, surface water quality protection). The GCS will support land use decision-making that balances growth with the need to protect natural areas.

The GCS will be updated on an ongoing basis with the first version (i.e. deliverable under this ICSP Initiative) of the GCS having three (3) key deliverables:

1. Development of an Environmental Management Areas Plan for Sumas Mountain;
2. Recommendation of incentive options to promote development that protects natural areas, including incentives for development/redevelopment in existing developed areas and incentives for "low impact" development throughout the community.
3. Recommendations for evaluation of the "environmental footprint" of a proposed land use.

The above deliverables can be completed "stand-alone" and will be collated into a single "Green Community Strategy" document. The above deliverables are discussed separately in Appendix ‘C’, sections C.2, C.3 and C.4.

The City recognizes it may be difficult to meet deliverables within the financial constraints of this RFP and if so, the City prefers to remove some deliverables from the RFP to ensure remaining RFP deliverables are of high quality and meet City expectations. Of the three deliverables under the Green Community Strategy, the 'Sumas Mountain Environmental Management Areas Plan' is the deliverable that must be completed. The 'incentive options investigation' and the

[5] "Ecosystem Services" are defined as the benefits provided by the resources and processes supplied by the planet's stock of renewable and non-renewable resources (e.g. forests, mines, plants, animals), environmental resources (e.g. air, water), and land.

'environmental footprint evaluation options investigation' can be eliminated from the RFP if required to meet financial requirements of the RFP.

D1.3 Scope of Services

In this Section, the successful Proponent shall be referred to as the "Consultant". The Scope of Services and expected deliverables shall be as described below.

1. Prepare a "Green Community Strategy" document that collates deliverables discussed in sections D.2, D.3 and D.4 below.
2. Submit the draft Green Community Strategy report to City staff, EAC, and ICSP committee for comment and revision.
3. Following final revisions and upon receiving consent from the EAC and ICSP committee, submit the Green Community Strategy to Council for approval (by Council Resolution).
4. Recommended actions to be appended to the Community Sustainability Strategy.

D1.4 Deliverables

Based upon the scope of services described above, the expected deliverables shall be as follows:

1. Green Community Strategy (hard and '.pdf' copies).
2. A consultation program, consisting of meetings with City staff, EAC, ICSP Steering Committee, stakeholders, public etc.
3. Final report to City senior management team and City Council (in collaboration with City staff)
4. Draft reports, documents and consultation information and materials, where appropriate and relevant.

D1.5 Format

The Green Community Strategy shall be developed to be accessible as a visually-appealing, web-based product, and reproducible as a black and white document. It should include the following:

- Executive Summary
- Results of Sumas Mountain Environmental Management Areas Strategy (see D.2.5 for format)
- Results of Development Incentives Options Investigation (see section D.3.5 for format)
- Results of Environmental Footprint Evaluation Options (see section D.4.5 for format)
- The Consultant shall incorporate the following language into reports produced in connection with this deliverable:

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of Canadian Municipalities and the Government of Canada accept no responsibility for them."

D.2 Sumas Mountain Environmental Management Areas Strategy

D.2.1 Background

Sumas Mountain encompasses approximately 6,600 hectares and is surrounded by agricultural lands, urban development, and the Fraser River. Approximately 4,570 hectares, or 70%, of Sumas Mountain is located within the boundaries of the City of Abbotsford (Figure D1) and contains a diversity of habitats including streams, wetlands, lakes, mature deciduous, coniferous and mixed forests, cliffs, grassy knolls and caves. Although gravel quarrying, logging and residential development is increasing, much of the mountain is still comprised of native second growth forest.

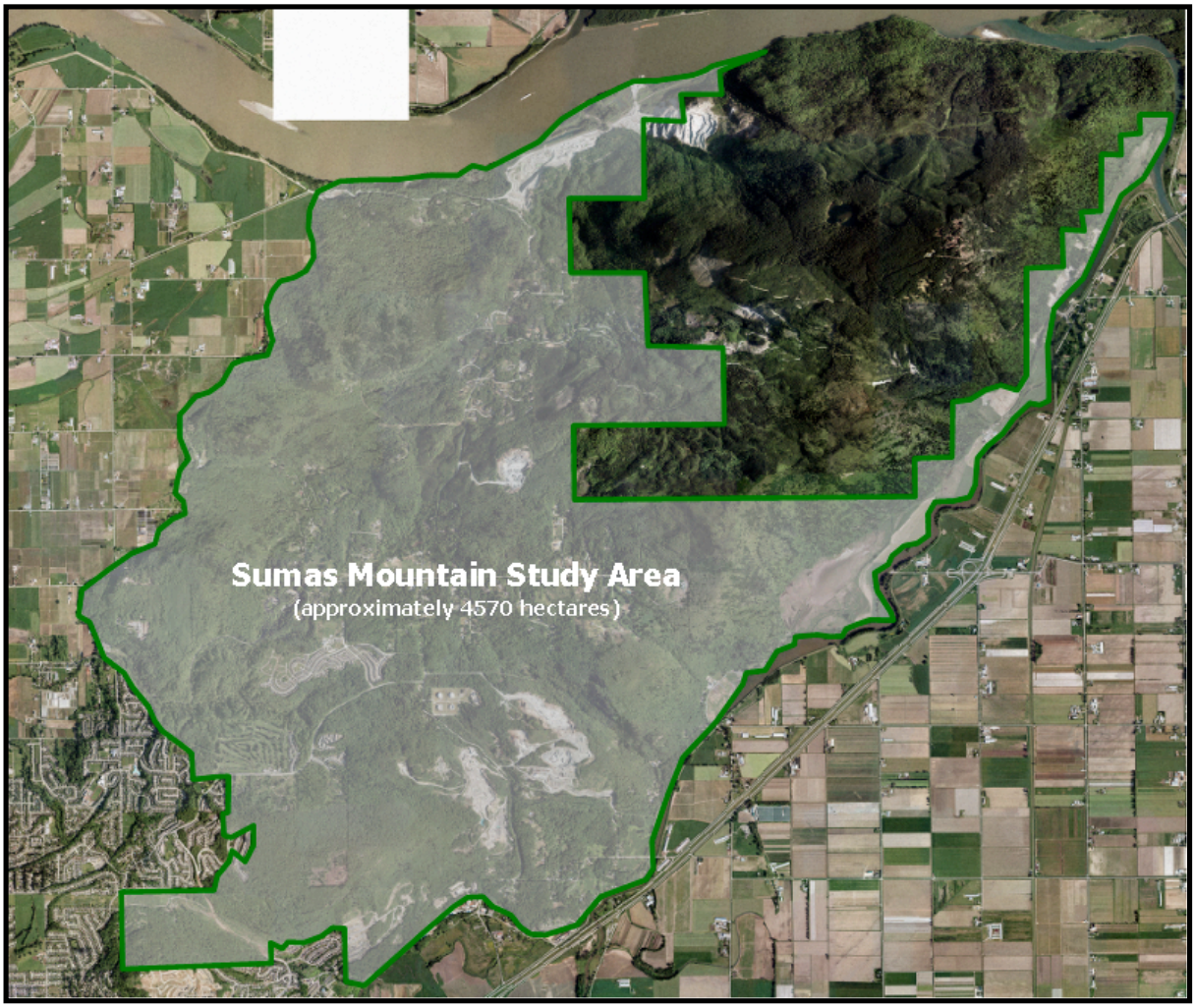

Figure D1. Study area for Sumas Mountain Environmental Management Areas Strategy

Sumas Mountain is located outside of the Agriculture Land Reserve and the Official Community Plan (OCP) identifies both rural and urban development opportunities within it. This presents the challenge of continuing to allow growth and development in the community while optimizing conservation of natural values. The OCP recognizes that conserving sensitive natural environments is critical to protecting fish and wildlife and OCP Objective 2.2 "Conserve Sensitive Natural Environments" acknowledges that wide community support exists for maintaining significant patches and linked corridors of riparian forests, wetland habitats and upland forest if urban development proceeds on Sumas Mountain. OCP policies and actions to conserve sensitive natural environments include development of a comprehensive biophysical inventory, which includes collection of information on wildlife, vegetation, wetlands, and landform features. In response to the OCP objective, the City commenced a biophysical inventory program which included lands on Sumas Mountain. By December 2010, all streams, ponds, wetlands, and ecosystems on Sumas Mountain were mapped in accordance with the Sensitive Habitat Inventory and Mapping (SHIM) and Terrestrial Ecosystem Mapping-Sensitive Ecosystem Inventory Mapping (TEM-SEI) methodologies. Additionally, Wildlife Habitat Ratings as per the BC Resource Inventory Committee methodology were developed for Sumas Mountain lands, with exception for the "McKee Peak" portion of Sumas Mountain.

The next phase of the biophysical inventory program is to use the collected data and develop a strategy that promotes land use decision making consistent with the above-noted OCP objective. The "Green Community Strategy" which is the subject of this RFP will provide the means for preparation of a Sumas Mountain Environmental Management Areas (EMA) Strategy to promote sustainable land use decision making on Sumas Mountain.

The Sumas Mountain EMA Strategy will recognize the need to balance growth with the protection of important habitats. It will provide clear direction regarding the management of natural areas on Sumas Mountain through a habitat classification approach. Using land use information (e.g. aerial photographs, maps), stream and ecosystem mapping results (i.e. SHIM, TEM-SEI), as well as environmental information available from senior governments, non-governmental organizations, academic institutions, publications etc., the Sumas Mountain EMA Strategy will classify areas into habitat types. The City envisions a habitat classification system that is very general (i.e. riparian, cliff, corridor, core wildlife habitat, high/medium/low sensitivity) and based on environmental values and sensitivities. To support land use decision making that is consistent with the OCP objective, each habitat type will have management 'objectives' along with criteria to measure success in achieving stated objectives. Also, to assist land use proponents (e.g. owners, developers) in the collection of information to support sustainable land use decision making and in meeting management objectives, environmental information requirements for each habitat type will be clarified.

The habitat classification approach will not preclude any land use activity within a habitat type, rather, prescribe objectives that must be achieved. The approach will be 'results-based' and it will be up to land developers and their qualified environmental professionals to develop and implement plans to meet habitat management objectives.

The Sumas Mountain EMA Strategy will have multiple short, medium and long term benefits, ranging from biodiversity conservation to tourism to carbon market opportunities. Equally important, it will provide certainty to land proponents and investors with respect to environmental goals and long term land use patterns on Sumas Mountain. The Strategy will involve extensive stakeholder and community consultation and, as such, clarify the expectations of the City and the community with respect to land use sustainability on Sumas Mountain.
In 2010, Abbotsford City Council endorsed a Strategic Plan that includes a broad vision, mission statements, and strategic goals/objectives/initiatives to address important issues facing the City and the community as a whole. One of the Strategic Plan environmental goals is "sustain healthy ecosystems and a healthy community" with a priority objective to "conserve important natural areas". The Sumas Mountain Environmental Management Area Strategy will assist the City in meeting the above-noted Strategic Plan objective.

D.2.2 Scope of Services

In this Section, the successful Proponent shall be referred to as the “Consultant”. The Scope of Services and expected deliverables shall be as described below.

Background Research

1. Review relevant journals, publications, conference proceedings, government documents, association documents, etc. with respect to valuation of "ecological goods and services" provided by natural areas and provide a summary in the context of Sumas Mountain within the City of Abbotsford. The Consultant is directed to the "Natural Capital in BC's Lower Mainland Valuing the Benefits from Nature" prepared by the David Suzuki Foundation and Pacific Parklands Foundation.
2. Review similar plan and strategies (e.g. environmental management area plans, environmentally sensitive area plans) and propose a potential habitat classification system for Sumas Mountain. Currently, a standard methodology (i.e. BC Resources Inventory Committee methodology) for classifying lands based on environmental values does not exist. While the Consultant will need to be innovative and propose a classification system that will be unique to Sumas Mountain, it is expected that classification systems used elsewhere will be used to inform this process.
3. Summarize and report back to City staff, EAC and ICSP committee and solicit input from senior government environmental regulatory agencies. Receive support for the proposed habitat classification system.

Habitat Classification

4. With the habitat classification system approved, use land use information (e.g. aerial photos, maps), stream and ecosystem mapping results, as well as environmental information available from senior governments, non-governmental organizations, academic institutions, publications etc., as well as any additional required field assessments by qualified environmental professionals, prepare a draft habitat classification map for Sumas Mountain.
5. Summarize and report back to City staff, EAC and ICSP committee and solicit input from senior government environmental regulatory agencies. Receive support for the draft classification map.

Habitat Management Objectives and Information Requirements

6. With the habitat classification map approved, develop habitat management objectives for each habitat type. Habitat management objectives should recognize the need to balance the protection of natural areas with the need to accommodate community growth. Objectives should be supported by scientific literature, clear and well-defined, measurable, achievable within City jurisdiction and influence (i.e. planning related), and relevant to meeting the OCP and Strategic Plan commitments to conserve sensitive natural environments.
7. Develop a list of information requirements, studies etc. to be prepared as part of land use applications within each habitat type. The list will establish what information is required to assess a land use proposal in meeting the habitat management objectives and should include assessment criteria for measuring objective performance.
8. Summarize and report back to City staff, EAC and ICSP committee and solicit input from senior government environmental regulatory agencies. Additionally, seek input from City committees (i.e. City Industry Development Advisory Committee, Economic Development Commission), external community committees (Abbotsford Chamber of Commerce) and the community (i.e. Public open house, targeted events). Receive support for the habitat management objectives and information requirements.

Strategy Consultation and Preparation

9. Summarize the above results in a concise document set with an attractive and user-friendly format. Submit the draft Sumas Mountain Environmental Management Area Strategy to City staff, EAC and ICSP committee for comment and revision, before proceeding with a final public open house.
10. Present the draft Sumas Mountain Environmental Management Area Strategy at a public open house.
11. Submit a '.pdf' electronic file format copy of the draft Sumas Mountain Environmental Management Area Strategy to City staff, immediately following the second Public Open House, for posting on the City web page.
12. Following final revisions and upon receiving consent from the EAC and ICSP committee, submit the Sumas Mountain Environmental Management Areas Strategy via the "Green Community Strategy" to Council for approval (by Council Resolution).

Implementation Plan Development

13. Develop an Implementation Plan for Sumas Mountain EMA Strategy. The Implementation Plan should be a stand-alone document comprised of 'actions' for the City, support agencies and partners to complete to ensure the Plan is carried out. The plan should be incorporated into the Community Sustainability Strategy.

D.2.3 Other Considerations and Expectations

Other information to be considered by Proponents:

- Existing information to be provided by the City includes:

- Terrestrial Ecosystem Mapping, McKee Peak, Abbotsford, BC. Prepared for City of Abbotsford by Madrone Environmental Services Ltd., October 2006. Arcview shape files produced as part of study can be made available.
- Rare Element Survey and Habitat Ranking, McKee Peak, Abbotsford, BC. Prepared for City of Abbotsford by Madrone Environmental Services Ltd., March 2007. Arcview shape files produced as part of study can be made available.
- City of Abbotsford Sumas Mountain Sensitive Ecosystem Inventory Mapping. Prepared for City of Abbotsford by Taara Environmental, December 2010. Arcview shape files produced as part of study can be made available.
- Arcview shape files for all SHIM data for creek, wetlands and ponds.

- A planning study for the McKee Peak area of Sumas was completed in 2005 and provides additional background information, that document can be downloaded at http://www.abbotsford.ca/AssetFactory.aspx?did=14805.
- With respect to developing habitat management objectives that are "achievable within City jurisdiction and influence (i.e. planning related)". Caution should be used with respect to management objectives that require ongoing input, expertise, commitments, resources etc. from senior government organizations (e.g. Fisheries and Oceans Canada, BC Ministry of Environment, Environment Canada, Natural Resources Canada). While these organizations can provide subject matter expertise and their participation is welcomed, commitment from these organizations is uncertain.
- The City intends to develop similar strategies for other areas of the City (e.g. Vedder Mountain) and the "Green Community Strategy" under which this is being completed will be amended in the medium and long term to include new areas of the City. This project will establish a template for future environmental management area strategies in the City.
- Proponents to clearly demonstrate experience in preparation of a habitat classification and environmental management system.
- To produce a deliverable that is innovative and leading edge, the Consultant is expected to consult with non-government organizations, academic experts, professional associations, industry organizations etc. that can provide valuable input and subject matter expertise.

D.2.4 Deliverables

Based upon the scope of services described above, the expected deliverables shall be as follows:

1. Sumas Mountain Environmental Management Areas Strategy (hard and '.pdf' copies)
2. A consultation program, consisting of:
    a. Meetings with internal and external stakeholders as noted in section D.2.2 above.
    b. Two public open houses, as noted above.
    c. The Consultant is expected to lead and facilitate these meetings, as well as develop relevant public open house materials in collaboration with City staff. The Consultant should expect to receive feedback from stakeholders and the public via the ICSP webpage.
3. Regular updates to City Staff and ICSP committee.

4. Draft reports, documents and consultation information and materials, where appropriate and relevant, for posting on the ICSP web page.
5. Final report to City Senior management team and City Council (in collaboration with City staff)
6. Arcview "shape files" for habitat classifications

D.2.5 Format

The Sumas Environmental Management Areas Strategy shall be developed to be accessible as a visually appealing, web-based product, and reproducible as a black and white document. The document will be incorporated into the "Green Community Strategy" document and should include the following:

- Executive Summary;
- A description of the study area (biophysical attributes, land use), ecological importance of area, and project objectives;
- Methodology, rationale, and limitations;
- Summary of Sumas Mountain Ecological Goods and Services;
- Description of habitat classification types;
- Discussion of habitat management objectives for each habitat type;
- Discussion of environmental information requirements for each habitat type, including assessment criteria to measure performance in meeting management objectives; and
- Map of Habitat Types. Maps should be colour but should be developed to be legible when photocopied (black and white).
- The Consultant shall incorporate the following language into reports produced in connection with this deliverable:

  "(c) 20XX City of Abbotsford. All Rights Reserved
  The preparation of this sustainable community plan was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

D.3 Development Incentive Options Investigation

D.3.1 Background

The "Green Community Strategy" being prepared under the ICSP Initiative emphasizes the protection of important natural habitats and the ecosystem services they provide. An effective approach to protect natural habitats or "greenfield" areas is to promote development (and redevelopment) of brownfield[6] and greyfield[7] areas and promote "low impact" development (and redevelopment) throughout the community. To that end, the City intends to investigate incentive options to promote these types of development

It is expected that incentive options could be financial (i.e. fees, taxes, development cost charges), service (e.g. expedited approvals review, priority inspections), zoning (e.g. density bonus, variance flexibility), or recognition (e.g. City acknowledgement). As reduced costs may provide an incentive for development within brownfield and greyfield areas, the options investigation will include a summary of potential cost benefits to development in these areas compared to "greenfield" areas.

In 2010, Abbotsford City Council endorsed a Strategic Plan that includes a broad vision, mission statements, and strategic goals/objectives/initiatives to address important issues facing the City and the community as a whole. One of the Strategic Plan environmental goals is to "reduce our environmental footprint" with a priority objective to "create a denser and greener urban core and support outlying neighbourhoods being more self-sufficient." Promoting development within the urban core is consistent with the above-noted Strategic Plan goal.

D.3.2 Scope of Services

In this Section, the successful Proponent shall be referred to as the “Consultant”. The scope of services and expected deliverables shall be as described below.

1. Review relevant literature, case studies, conference proceedings etc. with respect to cost benefits of development in urban core areas compared to "greenfield" or natural areas. It is recognized the topic can be quite extensive and detailed, but for purposes of this RFP only a general overview is required.

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[6] "Brownfields" are abandoned or underused properties that are often environmentally contaminated and available for re-use following environmental remediation.

[7] "Greyfields" are underutilized, derelict or vacant properties that are not contaminated, and available for re-use.

2. Review options, initiatives, processes, incentives etc. that promote development within existing urban areas, including a review of relevant journals, publications, conference proceedings, government documents, association documents, municipal government requirements etc. The review should focus on options being used in other British Columbia municipalities.
3. Review options, initiatives, processes, incentives etc. that promote "low impact" development, including a review of relevant journals, publications, conference proceedings, government documents, association documents, municipal government requirements etc. The review should focus on options being used in other British Columbia municipalities.
4. Consult with City staff to understand development approvals process and associated planning and engineering requirements.
5. With an understanding of the City's authorities, challenges, constraints, and development permit processes, recommend potential incentives to promote development within existing developed areas and promote "low impact' development throughout the community. Recommended incentives should be clear, well defined, and achievable within City jurisdiction, influence, and constraints.
6. Summarize the above results in a concise document set with an attractive and user-friendly format. Submit the draft Development Incentive Options Investigation report to City staff, EAC, and ICSP committee for comment and revision.
7. Following final revisions and upon receiving consent from the EAC and ICSP committee, submit the Development Incentives Options Investigation, via the "Green Community Strategy" to Council for approval (by Council Resolution).

D.3.3 Other Considerations and Expectations

Other information to be considered by the Consultant:

- This is only an options analysis and the City intends to explore these options further before considering for implementation.
- To identify incentive options the Consultant is expected to have considerable knowledge of the municipal development approval process (and authorities) in British Columbia.
- There will be opportunities to coordinate public consultations with other components of the larger ICSP Initiative and/or engage other ICSP partners (e.g. Community Futures-South Fraser, Fraser Valley Conservancy) to assist with outreach and consultation activities.
- To produce a deliverable that is innovative and leading edge, the Consultant is expected to consult with non-government organizations, academic experts, professional associations, industry organizations etc. that can provide valuable input and subject matter expertise.

D.3.4 Deliverables

The document will be incorporated into the Green Community Strategy Document and should include the following:

Based upon the scope of services described above, the expected deliverables shall be as follows:

1. Development Incentives Options Investigation (hard and '.pdf' copies).
2. A consultation program, consisting of meetings with City staff, EAC and ICSP committee.
3. Draft reports, documents and consultation information and materials, where appropriate and relevant.

D.3.5 Format

The Development Incentives Options Investigation shall be developed to be accessible as a visually appealing, web-based product, and reproducible as a black and white document. The document will be incorporated into the "Green Community Strategy" document and should include the following:

- Executive Summary;
- Methodology and limitations;
- Summary of cost benefits;
- Summary of incentive options; and
- Recommendation of incentive options that could be used in the City.
- The Consultant shall incorporate the following language into reports produced in connection with this deliverable:

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D.4 Environmental Footprint Evaluation Options

D.4.1 Background

In 2010, Abbotsford City Council endorsed a Strategic Plan that includes a broad vision, mission statements, and strategic goals/objectives/initiatives to address important issues facing the City and the community as a whole. One of the Strategic Plan environmental goals is "reduce our environmental footprint". To track City success in achieving this Strategic Goal, the City intends to develop a questionnaire to assist in the evaluation of the "environmental footprint" of a land use proposal. Benefits of this evaluation tool include:

1. Highlighting sustainability practices to inform the land use decision making process (e.g. inclusion in reports to Council);
2. Allowing the City to follow trends in sustainable land use practices and update City requirements;

3. Provide examples to the local development industry regarding innovative sustainable land use practices and promote emerging "green" technologies and practices;
4. Provide the applicant with an opportunity to highlight sustainable land use features that can be used for marketing purposes; and
5. Lead to the development of a scoring/ranking system that can be used to provide incentives for land use proposals that minimize their environmental footprint.

The evaluation should focus on the physical features (e.g. size, geographic location, land cover change) of a proposed development. The assessment will be completed by the Proponent and will focus on items that can be measured at the planning stages of a land use proposal. To assist the evaluation process and clarify City expectations with respect to preferred outcomes, "performance outcomes" should be established for each evaluation question. Items such as structure performance, energy efficiencies, greenhouse gas emissions etc. should not be considered as they will be addressed under other Strategic Plan priority initiatives (e.g. "develop and implement a green building strategy" and "reduce corporate and community greenhouse gas emissions").

D.4.2 Scope of Services

In this Section, the successful Proponent shall be referred to as the “Consultant”. The scope of services and expected deliverables shall be as described below.

1. Review relevant literature, case studies, conference proceedings, association publications, other municipal government requirements, etc. with respect to "environmental footprint" evaluation. Evaluations being used in other British Columbia municipalities are preferred.
2. Recommend questions to be considered by the City to evaluate the "environmental footprint" of a proposed land use. The questions will form part of an evaluation that will be prepared by land use proponents and submitted with land use proposals. The evaluation questions should be clear, concise, and measurable in a consistent manner. Each question should include performance criteria or 'targets' to clarify City expectations with respect to environmental/sustainability performance. Examples of questions and performance criteria are provided in section D.4.3 below.
3. Consult with City staff, EAC, and ICSP committee for comment and revision of proposed questions and performance criteria.
4. Following final revisions and upon receiving consent from the EAC and ICSP committee, submit the Environmental Footprint Evaluation Options, via the "Green Community Strategy" to Council for approval (by Council Resolution).

D.4.3 Other Considerations and Expectations

Other information to be considered by the Consultant.

- In the short term, evaluation questions will not be used as a scoring/ranking tool, rather, they will serve to provide information to decision-makers with respect to the Strategic Plan goal. It is expected that the evaluation will eventually be converted to a scoring/ranking system and will form part of a City of Abbotsford “Sustainability

Checklist" initiative to assess and score a development proposal using a triple-bottom line approach (i.e. social, economic, environmental). City staff have initiated the development of a triple-bottom line "sustainability checklist".

- A number of jurisdictions have developed "sustainability checklists" and a number of third party environmental auditing/accreditation processes exist (e.g. ISO, LEED, Built Green). However, those checklists and processes can be extensive in terms of process and scope, and are beyond the City's requirements for this evaluation. Examples of potential evaluation questions and associated performance criteria are summarized in Table D.1 below.

Table D.1 Potential Evaluation Questions and Performance Criteria

i.	Pre and post development effective impervious area (EIA)	No change, or post development EIA not exceeding 10%
ii.	Pre and post canopy tree cover	No change in pre and post development; if reduced provide mitigation to maintain functions lost
iii.	Required soil volume vs. actual soil volume for street trees	Soil volume sufficient to support street tree longevity > 20 years.
iv.	Post development top soil depth for landscaped areas	Preferred top soil depth of 300 millimetres
v.	Pre and post development assessment of clean rainwater being returned to the environment	No change in pre and post development
vi.	Pre and post development assessment of areas classified with "high" environmental sensitivity	No change in pre and post development; if reduction provide mitigation to maintain functions
vii.	Pre and post development assessment of areas identified as "corridor" habitats	No change in pre and post development; if reduction provide mitigation to maintain functions

viii.	Site location relative to public transit	Preferred distance less than 400 metres

D.4.4 Deliverables

Based upon the Scope of Services described above, the expected deliverables shall be as follows:

1. Environmental Footprint Evaluation Options summary report to be incorporated into the Green Community Strategy Document.
2. A consultation program, consisting of meetings with City staff, EAC and ICSP committee.
3. Draft reports, documents and consultation information and materials, where appropriate and relevant.

D.4.5 Format

The Environmental Footprint Evaluation Options shall be developed to be accessible as a visually appealing, web-based product, and reproducible as a black and white document. The document will be incorporated into the "Green Community Strategy" document and should include the following:

- Executive Summary;
- Methodology and limitations; and
- A summary of questions and associated performance criteria.
- The Consultant shall incorporate the following language into reports produced in connection with this deliverable:

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Appendix 'E'
Green Economic Investment Strategy

E.1 Request

The City of Abbotsford (City) requests Proposals from suitably qualified and experienced Proponents for the completion of a "Green Economic Investment Strategy" as part of the City's Community Sustainability Strategy.

E.2 Background

Economic development is key to supporting existing and new population growth, providing key services for both urban and rural populations, and facilitating the growth of local, regional, and national economies. The City will be preparing an Economic Development Plan that will emphasize continued investment into agriculture, health care, post-secondary education, aerospace, and urban development, as well as supporting new employment growth through industrial expansion (i.e. the City in the Country Plan).

Economic development is increasingly challenged by environment- and sustainability- related threats and constraints, including climate change, resource depletion, rising input costs, loss of biodiversity, and environmental degradation. Effectively responding to, and avoiding/mitigating, these challenges is crucial to economic viability. Given threats and constraints, innovative 'green' economic strategies must be encouraged to support sustainable economic and urban growth, while protecting important ecosystem services[8] (e.g. air quality mitigation, rainwater management, carbon sequestration, thermoregulation, groundwater protection, surface water quality protection). Sustainable economic growth supports the development of a diverse and more efficient economy that is well connected to the employment base and local/regional/and national markets and is resilient to external shocks, and makes more better use of available resources, produces less pollution, protects local and regional ecosystem, fosters sustainability innovations (i.e. greener products, production processes, alternative energy production etc.) within the local economy and builds capacity to export these innovations elsewhere.

The United Nations Environment Programme (UNEP) describes a 'green economy' as one which is low carbon, resource efficient, and socially inclusive, and should be driven by

[8] "Ecosystem Services" are defined as the benefits provided by the resources and processes supplied by the planet's stock of renewable and non-renewable resources, environmental resources, and land.

investments that reduce carbon emissions and pollution, enhance energy and resource efficiency, and prevent the loss of biodiversity and ecosystem services. The UNEP acknowledges a growing recognition that a green economy is fundamental to sustainability and many green sectors of the economy show significant opportunities for investment and growth in wealth and jobs. However, to realize that growth, there is a need to establish enabling conditions (e.g. regulations, policies, subsidies, incentives) to promote and support the transition to a green economy. The City intends to develop a Green Economic Investment Strategy (GEIS) to provide enabling conditions that promote and support 'green' outcomes as part of economic development in the City. The GEIS will align with the City's Strategic Plan and Official Community Plan, as well as the vision and goals of the Community Sustainability Strategy. Additionally, the GEIS is intended to raise public awareness and support for green economic development and benefits.

The GEIS will include objectives, policies, and actions that will encourage and support:

1. Local business and industry to incorporate 'green' practices into daily operations (i.e. support 'green' business practices),
2. Local business and industry to develop or deliver 'green' products, services, technologies, utilities etc. (i.e. support 'green' business); and,
3. Promote and support local research and innovation into 'green' products, services, technologies, and utilities (i.e. support 'green' innovation)

Once complete, the Green Economic Investment Strategy should:

- Support 'green' business practices
- Aim for a greener, lower carbon economy, through developing a complete community (i.e. high live-work ratio), timely and energy efficient transportation and infrastructure networks, greener, energy efficient urban development, multimodal movement options, lower waste production and local food sourcing
- Build upon existing economic activities, through retrofitting and creating new opportunities, and continued diversification of existing economic sectors
- Expect new economic development to be 'green' in terms of development and location in City
- Locate new investment in green buildings with less resource use and environmental impact
- Locate new investment in a manner that is accessible by many modes of travel, including walking, cycling, transit and personal vehicles
- Promote clustering or hubbing of new economic activities in manner that reduces work and non-work trips and facilitates eco-industrial and green industrial investment opportunities
- Service new and existing investment with green transportation and infrastructure options
- Tie new transit, cycle and pedestrian travel investments to economic development
- Provide efficient and timely multimodal transport options to existing and new investment areas, with appropriate supporting infrastructure
- Provide opportunities for alternative approaches to storm water management and water use/recycling

- Provide opportunities for alternative approaches to sewer servicing, including treatment and heat and by-product recovery
- Require new investments to utilize transportation demand management approaches
- Support businesses that produce 'green' products, services and technologies
- Work to increase value-added capacity of local economy, in terms of commercial activities, manufacturing and agricultural processing and finished product development, to enhance multiplier effects and economic spin offs, and reduce out-commuting and transportation of unprocessed/non-value-added products
- Support new investment into the economy, into existing and new sectors, that result in green 'outcomes', including:
    - alternative energy facilities and infrastructure
    - identification of suitable locations for alternative energy facilities
    - products and expertise that support development of alternative energy facilities and infrastructure
    - manufacturing of green products (i.e. products that utilize less resources and energy) for local, regional and global markets
    - utilization of agricultural, commercial, residential and industrial process by-products in the manufacturing of new products or production of energy, provided there are no negative impacts on the environment
- Support 'Green' Innovation
- Support research benefiting local green energy/product production and green economic solutions
- build local capacity for export to other parts of the region and globe
- pursue public and private sector research partnerships with University of the Fraser Valley (UFV)
- support the location of new complementary research and production facilities in association with UFV (i.e. on and off campus) and other educational facilities
- Pursue and develop partnerships between the City, government agencies, private sector, UFV and other agencies, to develop and promote green solutions
- Work with the private sector and government agencies to grow the local, regional and national market for green products and expertise coming from Abbotsford
- Provide opportunities for by-product (waste) recycling and re-use in new products and energy products
- Facilitate eco-industrial development and co-location opportunities (eco-industrial parks)

- Provide / support development of supporting infrastructure (i.e. slurry pipelines for anaerobic digester facilities)
- Identify locations suitable for these uses

E.3 Scope of Services

In this section, the successful Proponent shall be referred to as the "Consultant". The scope of the services shall be consistent with above and as described below.

1. Review City plans and strategies, community profiles, related studies etc. to understand community demographic, physical environment, natural resources, local economy etc.

2. Review relevant literature, case studies, conference proceedings etc. with respect to ‘greening’ of business operations and emerging ‘green’ business opportunities to understand potential opportunities in Abbotsford.
3. Undertake consultation with relevant stakeholders to obtain input to inform the content of the GEIS.
4. Develop a vision and key objectives, along with policies and actions that implement objectives, to promote and support local business and their workforce to achieve economic benefits (business and personal) by:
    i. 'greening' daily operations
    ii. delivering 'green' products, services, and technologies
    iii. supporting research and innovation.
5. Develop an implementation plan which identifies key stakeholders in leading the implementation of the GEIS policies and actions.
6. Summarize the above results in a concise document set with an attractive and user-friendly format. Submit the draft GEIS report to City staff for review, comment, and revision by the ICSP committee, City committees (i.e. Environmental Advisory Committee (EAC), Economic Development Commission (EDC), City Industry Development Advisory Committee (CIDAC), Mission Abbotsford Transit Committee (MATC) and Agricultural Advisory Committee (AAC), and key external stakeholders such as the Abbotsford Chamber of Commerce.
7. Following final revisions and upon receiving consent from the ICSP committee submit the Green Economic Investment Strategy to Council for approval (by Council Resolution).

E.4 Other Considerations and Expectations

- The Strategy is intended to complement the forthcoming Economic Development Plan (EDP). Support of the 'green' economy leads to investment in the green economy and there are a number of indirect ways in which the City and partners can indirectly "invest" in the green economy, and the strategy should focus on the identification of opportunities for the City (and partners) to create conditions for local businesses to ‘green’ their operations (which typically provide economic benefits) and provide 'green' goods, services, and technologies. Examples may include provision of transit service to industrial areas to increase opportunities to attract and retain talent needed to expand a green business, establishing zoning to facilitate eco-industrial development, expedite City approvals processes etc.
- The Consultant should have considerable knowledge of British Columbia municipal authorities and processes.
- Recommended vision, objectives, polices, actions etc. should be clear, well-defined, and achievable within City jurisdiction, influence, and constraints.

E.5 Deliverables

Based upon the Scope of Services described above, the expected deliverables shall be as follows:

1. Green Economic Investment Strategy with Implementation Plan and Schedule (hard and '.pdf' copies)
2. A consultation program, consisting of meetings with City staff, City Committees, other key stakeholders, and the public.
3. Draft reports, documents and consultation information and materials, where appropriate and relevant.

E.6 Format

The Green Economic Investment Strategy shall be developed to be accessible as a visually-appealing, web-based product, and reproducible as a black and white document. It should include the following:

- Executive Summary
- Methodology and limitations;
- Research Undertaken
- Vision and key objectives
- Implementation plan comprised of policies and actions (short, medium, and long term), to be undertaken by the City, agencies, partners and stakeholders, that are best suited to meet the Community's stated direction for investments in the "green" economy.
- The Consultant shall incorporate the following language into reports produced in connection with this deliverable:

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  The preparation of this sustainable community plan was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

Appendix 'F'
Links to City Plans and Strategies

Official Community Plan
www.abbotsford.ca/economic_development_and_planning_services/planning_services/land_use_planning/official_community_plan.htm

Strategic Plan
www.abbotsford.ca/strategic_planning_business_improvement/strategic_planning/strategic_plan.htm

5-Year Financial Plan (2008-2012)
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/2008-2012+Financial+Plan.pdf

Abbotsford CARES Agenda for Social Planning in the City of Abbotsford
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/Abbotsford+Cares+-+Agenda+for+Social+Planning+in+the+City+of+Abbotsford.pdf

Agriculture Strategy
www.abbotsford.ca/Assets/Abbotsford/Dev+Services+-+Planning+and+Environment/Abbotsford+Agriculture+Strategy.pdf?quot; title=

Airport Master Plan (Draft)
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/Abbotsford+Airport+Draft+Master+Plan.pdf

Arts & Heritage Master Plan
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/Arts+$!26+Heritage+Master+Plan.pdf

Bicycle Master Plan
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/Bicycle+Master+Plan.pdf

City in the Country Plan
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/City+in+the+Country+Plan.pdf

Fire Rescue Services Master Plan
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/Fire+Rescue+Service+Master+Plan.pdf

Parks and Recreation Master Plan
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/Parks+and+Recreation+Master+Plan.pdf

Transportation Master Plan
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/Transportation+Master+Plan+(Volume+1).pdf

Water Master Plan
www.abbotsford.ca/Assets/Abbotsford/Strategic+and+Community+Planning/Master+Plans+and+Strategies/AMWSC+Water+Master+Plan+(AECOM).pdf

SCHEDULE B – DRAFT CONTRACT

City of Abbotsford

PROFESSIONAL SERVICES AGREEMENT

Title: Integrated Community Sustainability Planning Initiative

Reference No.: 1220-030-2011-1449

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 2011.

BETWEEN:

CITY OF ABBOTSFORD

(the "**City**")

AND:

_____

(the "**Consultant**")

WHEREAS the City wishes to engage the Consultant to provide Services in connection with

[Project description].

THEREFORE in consideration of the payment of one ($1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Consultant agree as follows:

1. INTERPRETATION

1.1 Definitions

In this agreement the following definitions apply:

"**Disbursements**" has the meaning set out in section 5.3;

"**Dispute**" has the meaning set out in section 14.1;

"**Fees**" has the meaning set out in section 5.1;

"**Indemnitees**" has the meaning set out in section 7.1;

"**Invoice**" has the meaning set out in section 5.2(a);

"**Services**" has the meaning set out in section 2.1;

"**Term**" has the meaning set out in section 2.5; and

"**Time Schedule**" has the meaning set out in section 2.6.

1.2 Appendices

The following attached Appendices are a part of this agreement:
Appendix 1 – Scope of Services;
Appendix 2 – Fees and Payment;
Appendix 3 – Time Schedule;
Appendix 4 – Personnel and Sub-Contractors; and
Appendix 5 – Additional Services.

2. SERVICES

2.1 Services

The City hereby retains the Consultant to provide the consulting and professional services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the "**Services**").

2.2 Amendment of Services

The City may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the rates set out in Appendix 2.

2.3 Additional Services

The Consultant will, if requested in writing by the City, perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Consultant's performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Consultant will not provide any additional services in excess of the scope of services requested in writing by the City.

2.4 Standard of Care

The Consultant will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Consultant's experience and expertise. The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

2.5 Term

The Consultant will provide the Services for the period commencing on (START DATE) and terminating on (END DATE) (the "Term").

(Pick one of the following and delete the other):

[RENEWAL OPTION A:

The City may at any time prior to _____ days before the end of the Term, by written notice to the Consultant, extend the Term for a period of time not to exceed _____. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.]

[RENEWAL OPTION B:

The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.]

2.6 Time

The Consultant acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Consultant will provide the Services within the performance or completion dates or time periods (the "**Time Schedule**") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Consultant. If at any time the Consultant discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

3. PERSONNEL

3.1 Qualified Personnel

The Consultant will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

3.2 Listed Personnel and Sub-Contractors

The Consultant will perform the Services using the personnel and sub-contractors as may be listed in Appendix 4, and the Consultant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

3.3 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Consultant's personnel or sub-contractors then the Consultant will, on written request from the City, replace such personnel or sub-contractors.

3.4 Sub-Contractors and Assignment

Except as provided for in section 3.2, the Consultant will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

3.5 Agreements with Sub-Contractors

The Consultant will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Consultant will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Consultant.

4. LIMITED AUTHORITY

4.1 Agent of City

The Consultant is not and this agreement does not render the Consultant an agent or employee of the City, and without limiting the above, the Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to perform the Services. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services.

Every vehicle used by the Consultant in the course of performing the services shall identify the Consultant by name and telephone number.

4.2 Independent Contractor

The Consultant is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Consultant performs the Services. The Consultant will determine the number of days and hours of work required to properly and completely perform the Services. The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Consultant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

5. FEES

5.1 Fees

The City will pay to the Consultant the fees as set out in Appendix 2 (the "**Fees**"). Payment by the City of the Fees and Disbursements will be full payment for the Services and the Consultant will not be entitled to receive any additional payment from the City.

Fees, Disbursements, and HST will not exceed the amount of $311,500.00 without the prior written approval of the City.

5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

(a) the Consultant will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Services provided in the previous month, and including the following information:
   (1) an invoice number;
   (2) the Consultant's name, address and telephone number;
   (3) the City's reference number for the Services RFP 1220-030-2011-1449;
   (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Consultant and any sub-contractors that have performed services during the previous month;
   (5) the percentage of Services completed at the end of the previous month;
   (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
   (7) taxes (if any);
   (8) grand total of the Invoice;

(b) the Consultant will on request from the City provide receipts and invoices for all Disbursements claimed;

(c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Consultant;

(d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from

payments 10% of the amount the City determines is payable to the Consultant until such time as the Consultant provides its final report to the City; and

(e) if the Consultant offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Consultant by mail to:

Name: _____
Address: _____
_____
_____

5.3 Disbursements

In addition to the Fees, the City will reimburse the Consultant for actual out-of-pocket costs and expenses ("**Disbursements**") as identified in Appendix 2 which the Consultant, and approved sub-contractors, incur in the performance of the Services, plus any additional Disbursements with the prior written approval of the City.

For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City.

5.4 Records

The Consultant will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Consultant will make the records available open to audit examination by the City at any time during regular business hours during the time the Consultant is providing the Services and for a period of six years after the Services are complete.

5.5 Non-Residents

If the Consultant is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

(a) 15% of each payment due to the Contractor; or
(b) the amount required under applicable tax legislation.

6. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, and reports which the City has in its files and records that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if that information is complete or accurate. The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

6.2 City Decisions

The City will in a timely manner make all decisions required under this agreement, examine documents submitted by the Consultant and respond to all requests for approval made by the Consultant pursuant to this agreement.

6.3 Notice of Defect

If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this agreement will be interpreted as giving the City the obligation to inspect or review the Consultant's performance of the Services.

7. INSURANCE AND DAMAGES

7.1 Indemnity

The Consultant will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Consultant of any obligation of this agreement, or any wrongful or negligent act or omission of the Consultant or any employee or agent of the Consultant.

7.2 Survival of Indemnity

The indemnity described in section 7.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

7.3 Consultant's Insurance Policies

The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

(a) commercial general liability insurance on an occurrence basis, in an amount not less than five million ($5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Consultant, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

(b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than three million ($3,000,000) dollars per occurrence for bodily injury, death and damage to property; and

(c) Professional errors and omissions liability insurance, in an amount not less than one million ($1,000,000) dollars.

7.4 Insurance Requirements

The Consultant will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Consultant will, on request from the City, provide certified copies of all of the Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Consultant will be responsible for deductible amounts under the insurance policies. All of the Consultant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

7.5 Consultant Responsibilities

The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.

7.6 Additional Insurance

The Consultant shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

7.7 Waiver of Subrogation

The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property.

8. TERMINATION

8.1 By the City

The City may at any time and for any reason by written notice to the Consultant terminate this agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Consultant will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Services, the City will pay to the Consultant all amounts owing under this agreement for Services provided by the Consultant up to and including the date of

termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

8.2 Termination for Cause

The City may terminate this agreement for cause as follows:

(a) If the Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or

(b) If the Consultant is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Consultant further written notice.

If the City terminates this agreement as provided by this Section, then the City may:

(c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;

(d) withhold payment of any amount owing to the Consultant under this agreement for the performance of the Services;

(e) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Consultant under this agreement, and at the completion of the Services pay to the Consultant any balance remaining; and

(f) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

8.3 Curing Defaults

If the Consultant is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Consultant. Nothing in this agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

9.1 Applicable Laws

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

9.2 Codes and By-Laws

The Consultant will provide the Services in full compliance with all applicable laws, building codes and regulations.

9.3 Interpretation of Codes

The Consultant will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Consultant could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

10.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

10.2 Freedom of Information and Protection of Privacy Act

The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

10.3 Return of Property

The Consultant agrees to return to the City all of the City's property at the completion of this agreement, including any and all copies or originals of reports provided by the City.

11. USE OF WORK PRODUCT

The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.

The Consultant must provide written declaration indicating that any person or consultant firm involved in the preparation of reports and other documents in connection with the ICSP has effected the assignment to the City of Abbotsford all right, title and interest, including all intellectual property rights, in and to all reports and other documents prepared in connection with the ICSP by or on behalf of the City of Abbotsford, and that the City of Abbotsford shall have sole and exclusive rights to the use thereof, and provides that such person or consultant firm has waived all its non-assignable rights (including moral rights) therein.

12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

12.1 The Consultant will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owning by the City to the Consultant. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

12.2 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board.

12.3 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 consultant, the Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. The qualified coordinator is:

Name: _____
Contact No. _____

The Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

12.4 Without limiting the generality of any other indemnities granted by the Consultant in this agreement, the Consultant will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

12.5 The Consultant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

12.6 The City may, on twenty-four (24) hours written notice to the Consultant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Consultant or otherwise, any deficiency or immediate hazard.

13. BUSINESS LICENSE

The Consultant will obtain and maintain throughout the term of this agreement a valid City of Abbotsford business license.

14. DISPUTE RESOLUTION

14.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("**Dispute**") using the dispute resolution procedures set out in this section 14.

(a) Negotiation
The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation
If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation or Arbitration
If within 90 days of the request for mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then the parties may mutually agree to submit the Dispute to binding arbitration in accordance with the rules of the British Columbia International Commercial Arbitration Centre, or either party may, without further notice, commence litigation.

15. JURISDICTION AND COUNCIL NON-APPROPRIATION

15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

15.2 The Consultant recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Consultant of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

16. GENERAL

16.1 Entire Agreement

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

16.2 Amendment

This agreement may be amended only by agreement in writing, signed by both parties.

16.3 Consultant Terms Rejected

In the event that the Consultant issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this agreement are expressly rejected by the City.

16.4 Survival of Obligations

All of the Consultant's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

16.5 Cumulative Remedies

The City's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

16.6 Notices

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 facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

The City:

Attention:

The Consultant:

Attention:

16.7 Unenforceability

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

16.8 Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

16.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

16.10 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

16.11 Signature

This agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

16.12 Enurement

This agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Consultant.

This Agreement is executed by the Consultant this ____ day of _____, 2011.

CONSULTANT

I/We have the authority to bind the Consultant.

_____
(Legal Name of Consultant)

_____ _____
(Signature of Authorized Signatory) (Signature of Authorized Signatory)

_____ _____
(Print Name and Position of Authorized Signatory) (Print Name and Position of Authorized Signatory)

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

Appendices 1 through 5 will be inserted later when a contract is assembled for execution and will include details from the RFP and the successful Proposal.

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Integrated Community Sustainability Planning Initiative

RFP Reference No.: 1220-030-2011-1449

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

TO:

City Representative: **Violet McGregor, Senior Purchaser/Contracts Administrator**
Address: 32315 South Fraser Way, Abbotsford, BC V2T 1W7
Phone: 604-864-5524
Fax: 604-853-7968
Email for PDF Files: purchasing@abbotsford.ca

Dear Madame:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the BC Bid Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

2.0 I/We confirm that the following schedules are attached to and form a part of this Proposal:

Schedule C-1 – Statement of Departures;
Schedule C-2 – Proponent's Experience, Reputation and Resources;
Schedule C-3 – Proponent's Technical Proposal (Services);
Schedule C-4 – Proponent's Technical Proposal (Schedule); and
Schedule C-5 – Proponent's Financial Proposal.

2.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

3.0 I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the "prime contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the "prime contractor", I/we will notify the

City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this _____ day of _____, 2011.

I/We have the authority to bind the Proponent.

_____

(Name of Proponent) (Name of Proponent)

_____

(Signature of Authorize Signatory) (Signature of Authorize Signatory)

_____

(Print Name and Position of Authorized Signatory) (Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

Section	**Requested Departure(s) / Alternative(s)**

2. The City of Abbotsford requires that the successful Proponent have the following in place **before commencing the Services**:

a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;

b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;

c) Insurance coverage for the amounts required in the proposed Contract as a minimum, naming the City as additional insured;

d) City of Abbotsford business license;

e) If the Proponent's Goods and Services are subject to HST, the Proponent's HST Number is _____; and

f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Section	**Requested Departure(s) / Alternative(s)**

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	**Requested Departure(s) / Alternative(s)**

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

(i) Location of branches, background, stability, structure of the Proponent;

(ii) Proponent's relevant experience and qualifications in delivering Services similar to those required by the RFP;

(iii) Proponent's demonstrated ability to provide the Services;

(iv) Proponent's equipment servicing resources, capability and capacity, as relevant;

(v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;

(vi) Proponent's financial strength (with evidence such as financial statements, bank references);

(viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience:

Dates: _____
Project Name: _____
Responsibility: _____
_____
_____

Dates: _____
Project Name: _____
Responsibility: _____
_____
_____

Dates: _____
Project Name: _____
Responsibility: _____
_____
_____

(ix) Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

(i) a narrative that illustrates an understanding of the City's requirements and Services;

(ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;

(iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City's schedule;

(iv) a description of the standards to be met by the Proponent in providing the Services;

(v) clearly demonstrate experience in

a. sustainability planning
b. community energy and emissions planning
c. habitat classification and environmental management planning
d. "green" economic planning and promotion
e. public outreach and consultation

(vi) describe Proponents knowledge of the municipal development approvals process (and authorities) in British Columbia.

SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (SCHEDULE)

Proponents should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Contract within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed fee (excluding HST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

(i) monthly fee;
(ii) hourly rates for all team members if payment is to be made on an hourly basis; or
(iii) lump sum fee.

Schedule of Rates:

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Materials:			
	Disbursements:			
	Subtotal:			
	TOTAL PROPOSAL PRICE (excluding taxes) :			

Additional Expenses:

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

_____

_____

Payment Terms:

A cash discount of _____% will be allowed if account is paid within _____ days, or the_____ day of the month following, or net 30 days, on a best effort basis.