

**THE CITY OF SUMMERSIDE**  
**Request for Proposal**  
**Summerside Electric**  
**Renewable Fuel Generator Engagement Plan**

Proposal submissions marked “Electricity Generator Engagement Plan” will be received via e-mail to [\*\*greg@summerside.ca\*\*](mailto:greg@summerside.ca) up to and including 1:00 p.m., Atlantic Time, August 9, 2024. These proposals should showcase proven Generator Procurement plans and community engagement of similar electric generator projects for industry accepted capacity needs in relation to NPCC planning criteria for electric utilities.

RFP documents are available from:

Greg Gaudet  
94 Ottawa Street, Summerside, PE, Canada  
Contact: Greg Gaudet  
Phone: 902-439-5776  
Email: [greg@summerside.ca](mailto:greg@summerside.ca)

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



## PROJECT DESCRIPTION

### Renewable Fuel Generator Engagement Plan

#### CITY OF SUMMERSIDE, PE

### 1.0 STUDY BACKGROUND:

The City of Summerside has owned and operated an electric utility known as Summerside Electric since 1920 and currently serves all customers in our City located in Prince Edward Island, Canada. Summerside Electric has a peak load of approximately 38 MW and a power factor of 75+%. The City currently has approximately 12 MW of wind generation capacity, 21 megawatts of solar production, 10 megawatt of battery storage and 15 MW of diesel generating capacity which operate on cold standby, operating reserve mode. There is a need to retire three diesel units accumulating 5.5 megawatts of capacity and replace that capacity with a 30 megawatt generator unit with the lowest cost to the environment. Summerside Electric is forecasting load growth and escalation to capacity purchasing costs in the balancing area which will require additional generation capacity as a decommissioning plan of aging existing assets takes root.

### 2.0 RATIONALE:

Summerside Electric is required to have capacity planning as per the criteria of the North American Electric Reliability Council (NERC) in the area of Northeast Power Coordinating Council (NPCC) as per the requirements of the New Brunswick System Operator (NBSO) balancing area.

Summerside Electric is looking for a study with options and recommendations on how to deal with its capacity needs 35 years into the future. Available technology suitable as capacity will be surveyed as well as the forward looking costs of capacity in the marketplace of Atlantic Canada in relation to its counterparts in New England.

The work will entail studying the needs of the electric utility based on load growth forecasts, marketplace availability, economics, financial cost expectations, and technological practicalities. Besides these factors the study will also look to NERC criteria for electric utilities, energy security for the local area, and the ability of Summerside Electric to recover its electric system from a full black out. To be clear, this report is not to look at **energy supply resources in general, but only to capacity supply options** for the utility against marketplace purchasing and needs of the utility. This distinction is important. As a base point, Summerside Electric would define this study to be limited to dispatchable renewable fuel options for LNG blending with Hydrogen, hydrogen only, ammonia, ethanol and methanol as the ability to meet its customer's demands for electricity at all times given foreseeable emergencies and contingencies as per the Northeast Power Coordinating Council reliability requirements for the New Brunswick System Operator's balancing area.

Summerside Electric will share its information on current operations with the successful proponent after execution of Summerside Electric's confidential NDA.

The City of Summerside is ultimately responsible to its citizens. Therefore, as part of the process for this study the proponent will be required to undertake stakeholder's sessions with concerned



parties/citizens in Summerside. This engagement should encompass both businesses and citizens and any other stakeholders willing to offer information to the topic of electrical generation that is based on a renewable fuel.

## **2.0 PROPOSAL CONTENTS:**

All submissions should meet or exceed the following minimum requirements:

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

## **3.0 SITUATION OVERVIEW**

Summerside Electric has recommended a solution to Council on satisfying its capacity needs and obligations for its customers and Council has decided the following over arching view.

Move forward to engage the community for the need of backup generation against marketplace pricing looking forward into the asset life by engaging with stakeholders and public at large. This proposal would also look into feasibility cost of such an investment given three locations.

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

## **4.0 RFP Objectives and Project Scope**

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

- Organize and lead project start up and definition meeting, with the City of Summerside
- Become familiar with the electric utilities operations, policies, priorities, strengths, weaknesses, opportunities and threats.
- Review existing documentation and reports related to Summerside Electric
- Develop project work plan, with schedule, milestones and deliverables defined
- Conduct research and interviews, consult relevant literature related to electricity renewable fuel generation, theory, and practice

- Prepare and conduct a public engagement initiative which educates and informs stakeholders while seeking meaningful input from them
- Compare and contrast the costs of different renewable fuel generation technologies to satisfy electricity capacity needs
- Calculate possible rate increase pressures to customers should certain technologies be chosen (zero rate pressure increases are preferred)
- Create technology cost curve scenarios over time (reasonable time frames) and how they may affect emerging technology costs in the future.
- Prepare a background information section in the report which summarizes all the information that will be covered by the report/study
- Presentation of plan to the City of Summerside
- Receive feedback from the City of Summerside and prepare refined plan
- Presentation of refined plan to primary and secondary stakeholders, include an allowance of 2 days of presentations for this activity
- Receive feedback and prepare final plan
- Presentation of final plan to the City of Summerside, subject to revision.



**GENERAL INFORMATION FOR SUBMISSIONS**  
**Renewable Fuel Generation Engagement Plan**  
**CITY OF SUMMERSIDE, PE**

**1.0 AGENCY:**

Greg Gaudet, acting as the agent of the City of Summerside, is seeking proposals for a formal study and written report on renewable fuel generator engagement planning for the City of Summerside, PE, Canada. Proposals marked “Renewable Fuel Generator Engagement Plan” will be received via e-mail to:

greg@summerside.ca up to and including 1:00 p.m., Atlantic Time, August 9, 2024.

**2.0 CITY OF SUMMERSIDE RIGHTS**

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

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

**3.0 NO OBLIGATION TO PROCEED**

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



#### **4.0 CITY'S DECISION-MAKING POWER**

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

#### **5.0 PROPOSAL REQUIREMENTS**

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

- .1 An elaboration on the process to undertake for completion of the study (demonstrate knowledge in the field)
- .2 An elaboration on the firm's expertise in renewable fuel generator planning for utilities.
- .3 Completion of the PROPOSAL SUMMARY form included with this request for proposals. This PROPOSAL SUMMARY is found in Appendix A.

#### **6.0 OWNER SUPPLIED DATA AND DOCUMENTS**

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

#### **7.0 Proposal Format**

Two File Submission

To reduce evaluator bias, proponents must submit two files. One file will include technical information as detailed in section 10.1. A second file (password protected) will include all costing information as detailed in section 10.2. To help ensure consistency in Proponent responses and ease the evaluation process, the proposal should be prepared and packaged, as outlined in the sections that follow. Please use double-spacing whenever possible and limit promotional and/or marketing materials to the information specifically requested in this RFP.

The proposals will be evaluated and the minimum score passing marked proposals will be contacted for the passwords to the second files to evaluate the costing and add to the final totals.

#### **8.0 Structure of Proposal**

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



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

**Table of Contents**

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

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

## **9.0 Proposal Package**

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

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

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

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

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

One (1) costing proposal shall be submitted in a separate password protected file.

## **10.0 Response Requirements**

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

### **10.1 Technical Response**

#### **Executive Summary**

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

#### **Understanding of RFP Requirements**

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



### **Proposed Approach/Process and Project Plan**

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

### **Demonstrated Expertise**

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

### **Project References**

Provide two project references for any work done by you in the past three years that is similar in nature to the requirements defined in this RFP. Select references that are similar to Electric Utilities, and provide a contact name, along with his/her phone number, fax number and email address. The reference information provided should identify the size of the projects conducted for the reference as well as demonstrate the extent of

your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

### **Proposed Project Manager, Resume and References**

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

### **Proposed Resources, Resumes and References**

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

The City of Summerside encourages innovation and competition in the Proponent community through arrangements such as partnerships and consortiums. If sub-



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

### **Management of Project Risk**

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

### **Resource Management**

By virtue of responding to this RFP, the Proponent is committing to make the proposed resources available to this project when needed and, once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project. The City of Summerside acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the Proponent, or is otherwise unavailable to the Proponent at the time of the service requirement. In these cases, the Proponent agrees to provide replacement resources with equivalent (or greater) experience and capability, and the selection of the replacement resources will be subject to the approval of the City of Summerside. In the proposal, describe the process that would be used for including the City of Summerside in the selection of replacement resources and for securing the City of Summerside's approval. Describe how changes in the project manager in particular would be handled, if this becomes necessary. If new service requirements emerge during the project, the City of Summerside will make every effort to provide the successful Proponent with as much advance notice as possible. Describe the process and typical timelines involved in making additional resources available to this project. Describe the process that would be used to resolve a situation where the City of Summerside concludes that an assigned resource from the Proponent is not performing their responsibilities adequately.

### **Added Value**

'Added value' is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these. Describe the aspect(s) of your proposal believed to result in notable added value for



this project and/or the City of Summerside as a whole.

## 10.2 Pricing Response

### Estimated Cost – Fixed Price

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

## 11.0 Proposal Evaluation

### 11.1 General Information – Evaluation Team

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

Conduct reference checks relevant to the proposal with any or all of the references cited in a proposal to verify any and all information regarding a Proponent and rely on and consider any relevant information from such cited references in the evaluation of responses.

Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of responses;

Seek clarification from a Proponent only if the requested information is missing AND if such clarification does not offer the Proponent the opportunity to improve the competitive position of its proposal. To the extent possible, requests made by the evaluation team will be sent from the email addresses of the Government Contact Persons. The proposal will be examined in accordance with the evaluation process and criteria outlined in the sections below.

### 11.2 Evaluation Process

The proposal will be evaluated using the following process:

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

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

### 11.3 Stage 1 – Mandatory Criteria

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

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

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

#### 11.4 Stage 2 – Desirable Criteria

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

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

Criterion	Weight (Points)	Minimum Score (Required Points)
Demonstrated experience of consulting firm or team	30	18
Demonstrated experience of project team members	40	24
Approach to achieving project objectives	80	48
Approach to schedule and associated monitoring/updates	30	18
<b>Subtotal A – Qualifying Score</b>	<b>180</b>	<b>126</b>
Cost of Proposal	20	
Presentation (if required)	10	
<u>Administrative and Legal Requirements</u> RFP form signed and included Business registration profile and/or plan have been included Declaration of contract intentions has been included No or minimal alterations to standard contract have been requested Bid Format reflects substantial Adherence to instructions provided		
<b>Maximum Score Possible</b>	<b>210</b>	

Notes:

1. A minimum qualifying score of 126 points (70% of the possible subtotal score) is required at Subtotal A and the minimum score (60% of the criteria score) must be met in each criterion as indicated.



If the proposal's score meets or exceeds the minimum qualifying score, the pricing response will then be evaluated using the formula below:

$$\text{score} = \text{weight} \times (1 - (\text{bid-low})/\text{low})$$

The second phase of the evaluation may be a presentation. This will include a question and answer session which will last a maximum of one hour. Only the top 3 bidders (based upon the evaluation criteria) will be invited to present. Proponents will be asked to briefly present their proposal (30 minutes) followed by up to 30 minutes for questions and answers. The total score for the question and answer session will be added to the score obtained from the proposal evaluation. If the cost proposals submitted by the two top scoring proposals exceeds the budget available for the project, the City of Summerside reserves the right to revise the scope of work and invite the proponents that submitted the proposals with the two top scores, to submit revised price proposals based on the revised scope of work. The oral presentation should be led by the the project manager and include any additional proposed support resources. The presentation should provide an overview of the Proponent's proposal with emphasis on the following:

- a) Understanding of Priorities  
The Proponent's team should demonstrate an understanding of what is most important to the City of Summerside and how the Proponent's team proposes to address the key factors.
- b) Capabilities for the Project  
The presentation should demonstrate the Proponent's capabilities to take on the project based on the skills and experience of all proposed resources.
- c) Approach and Plan  
The Proponent should describe its overall project management approach and methodologies.
- d) Commitment to the Project  
The Proponent team members should each demonstrate their personal commitment to the success of the project as well as their confidence in and comfort with that commitment. The proposed project manager must demonstrate the confidence, understanding and ability to undertake the challenges of the project.

City of Summerside AGENCY CONTACT:

Greg Gaudet

Phone: 902-439-5776

Email: [greg@summerside.ca](mailto:greg@summerside.ca)



# Appendix A: Contract Terms

The form of contract shall be:

## Facilitate and Develop a City of Summerside Renewable Fuel Generator Engagement Plan Agreement

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024

BETWEEN: The City of Summerside, as represented by the Gordon MacFarlane, Chief Administrative Officer (hereinafter referred to as the "City")

OF THE FIRST PART

AND: \_\_\_\_\_, as represented by

(hereinafter referred to as the "Consultant")

OF THE SECOND PART

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

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

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

### Definitions

1.1 In this Agreement, the following definitions apply:

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



## **1.2 Headings.**

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

## **1.3 Extended Meanings.**

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

### **Covenants of the Consultant and City**

2. The Consultant shall perform the services, assume all those responsibilities and diligently execute all those duties described in the request for proposal, in a manner satisfactory to the City.
3. The Term of this Agreement shall commence on the \_\_\_ day of May, 2018, and end at such a date and time as specified by the City in writing to the Consultant but shall not extend beyond six (6) months after the signing of this Agreement.

### **Payments, Records and Accounts**

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

### **Conditions and Records of Employment**

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



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

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

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

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

### **Termination of Employment**

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

### **Freedom of Information and Protection of Privacy Act**

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

### **Indemnification and Assumption of Liability**



11. The Consultant shall indemnify and hold harmless the City, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (hereinafter called the "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Consultant or anyone directly or indirectly employed by the Consultant or anyone for whom the Consultant may be liable.
  
12.
  - a. The Consultant shall maintain, as a minimum, commercial general liability insurance providing not less than Two Million Dollars (\$2,000,000) coverage and shall add the City as an additional insured and provide whatever information that the City may require on the insurance that is available.
  - b. The Contractor shall maintain, as a minimum, Professional Liability Insurance providing not less than Two Million Dollars (\$2,000,000.00 CAD) on a claims made basis, subject to an annual aggregate limit of Two Million Dollars (\$2,000,000.00 CAD), insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement.
  - c. The Consultant shall maintain commercial automobile insurance that provides coverage for the activities of the Consultant under this Agreement on an "occurrence" basis for owned, non-owned and hired automobiles for both bodily injury and property damage and containing appropriate no fault insurance provisions or other endorsements in accordance with applicable laws, with limits of Two Million Dollars (\$2,000,000) combined single limit per accident with respect to bodily injury, property damage or death.
  - d. The insurance policies described above shall be in the form and with insurers satisfactory to the City. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the City prior to the execution of the Agreement. Default of delivery or receipt by the City shall not be construed as acknowledgement or concurrence that there has been compliance with the terms of this Agreement.

### **Entire Agreement**

13. This Agreement shall not be assigned or subcontracted in whole or in part by the Consultant without the prior written consent of the City.
  
14. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.
  
15. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
  
16. This Agreement, including the schedules, constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.





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

**SIGNED, SEALED & DELIVERED**

In the presence of

)

) The City of Summerside

"City" as represented by

\_\_\_\_\_

)

\_\_\_\_\_

)

\_\_\_\_\_

**SIGNED, SEALED & DELIVERED**

) "Consultant"

\_\_\_\_\_

In the presence of

)

represented by \_\_\_\_\_

\_\_\_\_\_

)

\_\_\_\_\_

## Appendix B: Offer of Service Form

### Offer of Service (Password protected 2<sup>nd</sup> file)

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

#### Facilitate and Develop a City of Summerside Electricity Capacity Resource Plan

For the following quote:

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

Professional Services \$ \_\_\_\_\_

- (b) Estimated price for travel, accommodation and miscellaneous expenses at a cost not to exceed: \$ \_\_\_\_\_;

- (c) Our all-inclusive total tendered quote for professional services, plus travel, accommodation and miscellaneous expenses is: Total Quote: \$ \_\_\_\_\_.

- (d) Adjustments to the resources utilized for stakeholder sessions, shall be based on the following:

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

2. Progress payments for professional services and applicable taxes on professional services rendered shall be monthly in arrears upon receipt of invoices detailing work that has been completed. The total of such progress payments shall not exceed eighty-five percent (85%) of the fixed quote for professional services and applicable taxes on the professional services. The remaining fifteen percent (15%) will be paid upon final completion and acceptance of work.

Authorized miscellaneous expenses will be reimbursed at cost as supported by receipts, vouchers, or other appropriate documentation (with applicable taxes identified herein).



Detailed claims for travel and accommodation expenses incurred during each Month (with applicable taxes identified herein) are to be submitted with the aforementioned invoices.

3. The Bidder shall be prepared to execute a professional services contract with the City that shall include the quote, prices and other terms and conditions stated within this Offer of Service.

4. Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_ Titled: \_\_\_\_\_

(Authorized Signing Officer for Bidder)

Witness: \_\_\_\_\_

By: \_\_\_\_\_ Titled: \_\_\_\_\_

(Second Signing Officer if applicable)

Witness: \_\_\_\_\_