

Township of
Langley



Est. 1873

REQUEST FOR EXPRESSIONS OF INTEREST

Project: Smart Cities Challenge Technologies and Services

Reference No.: EOI 18-90

Issued: May 3, 2018

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REQUEST FOR EXPRESSIONS OF INTEREST (“RFEI”)

1. INTRODUCTION

1.1. Invitation

The Corporation of the Township of Langley (the “**Township**”) is seeking Expressions of Interest for Technologies and Services as they may relate to the projects included in the submitted application for the Infrastructure Canada Smart Cities Challenge. All interested parties are invited to submit a response.

1.2. Background

The Smart Cities Challenge (“**SCC**”) is a new way the Government of Canada is helping communities become healthier, more inclusive and livable. This Challenge is a competition open to all municipalities, local or regional governments, and Indigenous communities (First Nations, Inuit, and Métis) across Canada that empowers communities across the country to address local issues their residents face through new partnerships, using a smart cities approach.

Full details regarding the Infrastructure Canada Smart Cities Challenge can be found at <https://impact.canada.ca/en/challenges/smart-cities>.

The Kwantlen First Nation and the Township of Langley have submitted a joint application for the Infrastructure Canada Smart Cities Challenge, a nationwide competition encouraging cities to share their best ideas to improve the lives of their residents through innovation, data and connected technology.

The application proposal includes eight (8) distinct “**Projects**” which are described in more detail in the full SCC proposal document that can be found at <https://www.tol.ca/smartcitieschallenge>.

1.3. Procurement Process

This RFEI is designed to give the Township and the Kwantlen First Nation flexibility to conduct the procurement process in alternate ways as described in more detail in Section 5.5. Under this RFEI:

- (a) the Township may treat this RFEI as a pre-qualification stage and evaluate the responses to this RFEI (each, a “**Response**”) to identify parties to be included on a shortlist and invited to respond to one or more Requests for Proposals (“**RFP**”) that the Township would issue leading to negotiations for a contract(s) (each, a “**Contract**”) for pre-construction and construction services for the project;
- (b) if, in the Township’s judgment and discretion, sufficient information is received in the Responses to this RFEI, the Township may move directly under this RFEI to the selection of one or more Preferred Respondent(s) to be invited to enter into negotiations for a Contract(s), without the issuance of an RFP or other preliminary step; or
- (c) the Township may elect not to proceed further and cancel this RFEI (refer to Sections 5.5(a) and 6.1(a)).

2. INTERPRETATION

2.1. Definitions

In this RFEI the following definitions apply:

“**Closing Time**” has the meaning set out in Section 3.1;

“**Contact Person**” has the meaning set out in Section 3.4;

“**Contract**” has the meaning set out in Section 1.2(a);

“**Evaluation Committee**” has the meaning set out in Section 5.1;

“**Guiding Principles**” has the meaning set out in Section 4.3;

“**Preferred Respondent**” means a Respondent selected by the Township to enter into negotiations for a Contract;

“**Projects**” has the meaning set out in Section 1.2.

“**Respondent**” means an entity that submits a Response;

“**Response**” has the meaning set out in Section 1.2(a);

“**RFEI**” means this Request for Expression of Interest;

“**RFP**” has the meaning set out in Section 1.2(a); and

“**SCC**” has the meaning set out in Section 1.2.

“**Township**” has the meaning set out in Section 1.1.

3. INSTRUCTIONS TO PROPONENTS

3.1. Closing Time

Responses should be submitted by **2:00 PM** local time in the Township of Langley, British Columbia on **June 15, 2018** (the “**Closing Time**”) to the following email address:

bidsinfo@tol.ca

Note: EOI 18-90 Smart Cities Challenge Technologies and Services should be referenced in the subject line.

It is the Respondent's sole responsibility to ensure its Response is received at the address set out above by the Closing Time.

The Respondent should receive a confirmation receipt of emails from the Township. Note that the maximum file size the Township can receive is 20Mb. If sending large email attachments, the Respondent should phone to confirm receipt. The Respondent bears all risk that the Township's equipment functions properly so that the Township receives the submission on time.

3.2. Response Submission

Respondents should submit **one (1)** electronic copy of their Response.

3.3. Late Responses

Responses received after the Closing Time may not be accepted or considered, at the Township's sole discretion.

3.4. Inquiries

The Township has identified the following individual (the "**Contact Person**") as the authorized contact for all discussions on issues relating to this RFEI:

Renee Carter, SCMP, Senior Buyer
Telephone: 604-532-7328
E-mail: bidsinfo@tol.ca
(NOTE: EOI 18-90 Smart Cities Challenge Technologies and Services should be referenced in the subject line)

Inquiries and responses may be recorded and may be distributed to all Respondents at the discretion of the Township. Information obtained from any person or source other than the Contact Person is not official and may not be relied upon. No oral conversation will affect or modify the terms of this RFEI or may be relied upon by any Respondent.

3.5. Discrepancies, Omissions and Questions

Respondents finding discrepancies, omissions, ambiguities, or conflicts in this RFEI, or having doubts as to the meaning or intent of any provision, should immediately notify the Contact Person in accordance with Section 3.4. The Contact Person will review such submissions and, if the Township determines that an amendment is required to this RFEI, the Contact Person will issue an addendum in accordance with Section 3.6.

3.6. Addenda

If the Township determines that an amendment is required to this RFEI, the Contact Person will issue a written addendum. Each addendum will, upon issuance, be incorporated into and become part of the RFEI. No amendment of any kind to the RFEI is effective unless it is contained in a written addendum issued by the Contact Person. It is the sole responsibility of each Respondent to check BC Bid at <https://www.bcbid.gov.bc.ca> or the Township website at <https://www.tol.ca/your-township/plans-reports-and-strategies/smart-cities-challenge> on a regular basis for amendments, addendums or questions related to this RFEI.

4. RESPONSE CONTENTS

4.1. Not Requesting Pricing or Complete Proposal

At this time the Township is not requesting pricing or inviting financial offers. If Respondents provide any such financial information with a Response, the Township will disregard it for the purposes of evaluating Responses. If the Township elects to proceed directly to select one or more Preferred Proponents as provided by Section 1.3(a) or 1.3(b) then the Township will at that time give such Preferred Proponents the opportunity to submit complete pricing and other required information.

4.2. Description of the Respondent (2 pages max)

Respondents should provide a description of the Respondent as follows:

- (a) Respondent's full legal name;
- (b) Respondent's address, phone, fax, and website address;
- (c) The name, address, telephone number, email address and fax number of the Respondent's designated contact person;
- (d) Operating locations both inside and outside of Canada;
- (e) Organization chart of the company's organizational structure;
- (f) Overview and general description of the use of green technologies and practices where applicable; and
- (g) History of the Respondent, including relevant years of experience with similar projects.

4.3. Methodology and Deliverables (5 pages max)

The application proposal outlines the following "**Guiding Principles**":

Partner and collaborate wherever possible. The strength of our partnerships and collaboration will only make us better.

- Be 'open' first. Procuring or building using open technologies will make the projects delivered as part of this application more accessible to other communities.
- Share the code. Any source code that is not proprietary should be shared openly and hosted in an appropriate source code repository so others can benefit and help make it better.
- Share the data. Where a project produces data as a discrete output or where operational data can be of value to others, make it open and share it.
- Share the knowledge. Outputs from engineering activities, contractual mechanisms, or new knowledge gained as part of a project deliverable should be shared. We understand that there is value in knowledge and will share our knowledge with other communities to help them be better.

It is important to note that the details for each of the proposed Projects is not yet determined. The Township and Kwantlen First Nation may be seeking assistance to further define the overall requirements for the Projects.

A more detailed description of the proposed projects can be found in the full application located at <https://www.tol.ca/smartcitieschallenge>. A brief synopsis of the projects is as follows:

Project 1: Sustainable Building Practices

The scope of this project is initially confined to Fort Langley and through the establishment of a pilot zone, a monetary grant will be established to provide an opportunity for developers to offset the differential 'bridging' costs of achieving Step Code 5, the highest step of the BC Energy Step Code (up to 80% more energy efficient than the existing BC Building Code) more than a decade before its time.

Project 2: Wi-Fi Deployment

Deploy outdoor Wi-Fi to support our interconnected communities and growing relationships. The proposed Wi-Fi connectivity is also important to support some of the other proposed projects.

Project 3: Interconnected Communities – Fibre Optics

The Township of Langley is actively working to implement its fibre optic strategy across the municipality. This project will extend the existing fibre optic infrastructure in the Fort Langley community by establishing connectivity between the new facilities announced for the Fort Langley community in December 2017 as well as extending new fibre optic infrastructure onto the adjacent Kwantlen First Nations reserve lands.

Project 4: Keeping a Watchful Eye on our Environment

Build a sensor network in Fort Langley and the adjacent Kwantlen First Nation's reserve lands to monitor environmental conditions through sensor-based data collection and storage. All data collected will be openly accessible through the platform technology.

Project 5: Connect our past to the future

Establish a mobile application framework that will serve as a platform for the educational goals that are included as part of this Smart Cities Challenge application. The framework will provide all the baseline technology needed for the delivery of the 'translator', 'guide', and 'storyteller' functionality as described in Project 6 and 7 as well as supporting some of the immersive experiences described in Project 8

Project 6: Preserving the Traditional Spoken Word

Establish platform technology and a permanent digital record of the traditional spoken word in an open and accessible way.

Project 7: Understanding the Changes to our Sacred Land

Build an application that educates residents and visitors about the changes to our sacred land over time by offering a new way to tell the stories of the Kwantlen First Nation and Canada's Indigenous people.

Project 8: Celebrate our Continuing Relationship with the River

Create an exhibit to celebrate our continuing relationship with the river and provide an immersive experience to tell and share this story.

In the context of the Guiding Principles, Respondents should provide the following:

- (a) Respondent's understanding of what scope should be provided;
- (b) Products and Deliverables that are proposed for one or more of the proposed Projects;
- (c) Respondent's added value and superior approach; and
- (d) Respondent's proposed key individuals that would be used in the planning and delivery of the one or more of the proposed Projects. Resumes should be attached as an appendix.

4.4. Respondent's Experience and Qualifications (6 pages max)

Respondents should provide a brief description of:

- (a) Respondent's past and current experience with similar Projects;
- (b) References for each of the applicable Projects, support for community projects, organizations, and/or individuals. Include contact names, email addresses, and phone numbers; and
- (c) A list of all litigations and known pending litigations in which the Respondent has been or will be named in the last 5 years.

5. EVALUATION

5.1. Evaluation

The evaluation of Responses will be undertaken by a person or persons appointed by the Township (the "**Evaluation Committee**"). The Evaluation Committee may consult with others including representatives of the Township and third party consultants, as the Evaluation Committee may in its discretion decide is required. The Evaluation Committee may give a recommendation to the Township for the selection of a shortlist of Respondents or for the selection of a Preferred Respondent or Preferred Respondents.

5.2. Evaluation Criteria

The Evaluation Committee will compare and evaluate Responses, to identify the Respondent(s) who the Township judges would overall be the most advantageous to participate in an RFP or RFPs or to negotiate a Contract or Contracts, using the following criteria:

- (a) The overall quality, clarity and brevity of the Response;
- (b) The Respondent's experience with similar opportunities;
- (c) The ability of the Township to receive the best value from the Respondent;
- (d) The capability, quality, and value of the Respondent, as demonstrated on previous opportunities;
- (e) The current capacity and company reputation of the Respondent; and
- (f) The results of any reference inquiries or clarifications received throughout this RFEI process.

The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Responses by comparing one Respondent's Response to another Respondent's Response. The Township may, at its sole discretion, solicit additional Responses after the Closing Time, where it is deemed in the best interest of the Township.

5.3. Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Respondent with respect to its Response, and the Evaluation Committee may make such requests to only selected Respondents. The Evaluation Committee may consider such clarifications or additional information in evaluating Responses.

5.4. Interviews

The Evaluation Committee may, at its discretion, as part of the evaluation invite some or all of the Respondents to appear before the Evaluation Committee to provide clarifications of their Responses. In such event, the Evaluation Committee will be entitled to consider the answers received in evaluating Responses.

5.5. Next Steps

Following evaluation of the Responses, the Township may, in its discretion:

- (a) terminate this RFEI if the Township judges that an insufficient number of quality Responses are received or for any other reason;
- (b) as outlined in Section 1.3(a) of this RFEI, select Respondents to be invited to be included on a shortlist to participate in an RFP or RFPs leading to the award of a Contract or Contracts; or
- (c) as outlined in Section 1.3(b) of this RFEI, select one or more Respondents as a Preferred Respondent to enter into negotiations leading directly to an award of a Contract or Contracts, and in such event the selected Preferred Respondents will be invited to:
 - (1) submit prices to be included in the Contract(s); and
 - (2) enter into confidential negotiations to settle the terms of a Contract or Contracts, which negotiations may occur simultaneously with negotiations between the Township and another Preferred Respondent with respect to another Site.

The Township may, in its discretion and in accordance with the Township's judgment of its best interests, issue an RFP and/or enter into a Contract with respect to all of the Sites or divide the Sites (including dividing the constituent parcels in a Site) between different RFPs and/or Contracts with one or more Preferred Respondents.

If, at any time, the Township reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached with one or more Preferred Respondent(s) within a reasonable time, the Township may give the Preferred Respondent(s) written notice to terminate discussions, in which event the Township may then open discussions with another party or terminate this RFEI in whole or in part and transfer, develop or otherwise deal with the Sites in some other manner, including advertising for new proposals.

5.6. Use of Information Contained In Responses

The Township may use the information contained in Responses for the purposes of:

- (a) developing one or more RFP(s) as described in Section 1.2(a) of this RFEI and issuing the RFP(s) to short-listed Respondents; and
- (b) considering whether to and proceeding to rezone the Site(s) in advance of any RFP(s) or negotiations with any Respondent.

By submitting a Response, Respondents agree that the Township may use and disclose any idea or concept contained in the Respondent's Response for the purposes of such an RFP or a rezoning.

6. TERMS AND CONDITIONS

6.1. Right of The Township to Reject Responses and Cancel RFEI

The Township is not bound to accept any Response and reserves the right in its sole discretion to:

- (a) postpone or cancel this RFEI at any time for any reason whatsoever, and to transfer, develop or otherwise deal with the Sites in some other manner separate from this RFEI, including by way of a new procurement process;
- (b) amend the procurement process described in this RFEI,
- (c) assess the ability of the Respondent to perform the contract and reject any Response where, in the Township's sole estimation, the personnel and/or resources of the Respondent are deemed insufficient.;
- (d) cancel the RFEI process and recommence in respect of the same RFEI with the same or an amended set of documents, information and requirements;
- (e) cancel the RFEI process at any time and reject all Responses;
- (f) not accept any Response in response to this RFEI;
- (g) reject a Response even if it is the only Response received by the Township;
- (h) reject any and all Responses, including without limitation the lowest priced Response, even if the lowest priced Response confirms in all aspects with the RFEI;
- (i) reject or accept any or all Responses at any time prior to execution of a contract;
- (j) reject Responses which are incomplete, conditional, or obscure or erasures or alternations of any kind, or
- (k) split the Requirements between one or more Respondents.

all in accordance with the Township's judgment of its best interests.

6.2. Respondent's Expenses

Respondents are solely responsible for their own costs and expenses in relation to this RFEI and, including preparing and submitting a Response, attending interviews or meetings with the Township during the evaluation of Responses, and negotiation, finalization and execution of a Contract with the Township if the Respondent is invited to negotiate a Contract.

6.3. Limitation of Liability

By submitting a Response, each Respondent:

- (a) agrees that the Township and its Councilors, officers, employees, agents, contractors and representatives will not under any circumstances be liable for any costs, expenses, claims, losses, damages or liabilities which are or may be incurred or suffered by any Respondent arising from or in any way connected to this RFEI, including without limitation if the Township shortlists or elects to negotiate with a Respondent that submitted a materially non-compliant response or if the Township otherwise breaches any express or implied term of this RFEI;
- (b) waives any and all claims against the Township and its Councilors, officers, employees, agents, contractors and representatives; and
- (c) agrees that any RFEI is in no way whatsoever an offer to enter into an agreement and submission of a Response by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the Township has no contractual obligations whatsoever arising out of the RFEI process and may elect to terminate this RFEI at any time.

6.4. Confidentiality

The Township may use information contained in a Response as described in Section 5.6, but will otherwise not release to the public any specific information regarding any Response except as may be required by law. Respondents will treat all information received through this process as strictly confidential.

6.5. No Collusion

By submitting a Response a Respondent represents and confirms to the Township, with the knowledge and intention that the Township may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with other Respondents. The Township may reject the Response of any Respondent that appears to have been prepared in collusion with another Respondent.

6.6. No Solicitation

Respondents and their agents should not contact any of the Township's Councilors, officers or staff, with the exception of the Contact Person, with respect to this RFEI at any time prior to the award of a Contract or the termination of this RFEI.

6.7. Conflict of Interest

The Township may reject a Response from any Respondent that the Township judges has, or might have, a conflict of interest between on the one hand the obligations it would have to the Township under a Contract and on the other hand obligations it has to another person pursuant to another agreement or relationship.

6.8. Ownership and Freedom of Information & Protection of Privacy Act

All Responses and subsequent information or material received shall become the property of the Township and will not be returned to the Proponent. Proponents should be aware that the Township is a "public body" as defined by the Freedom of Information and Protection of Privacy Act (British Columbia) and is subject to that Act.