



City of Richmond 5178 EOI

REQUEST FOR EXPRESSIONS OF INTEREST 5178 EOI **DIRECT DIGITAL CONTROLS SYSTEM STRATEGIC PLAN**

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, **until 3:00 noon, local time, on May 29th, 2014** (the “Closing Date/Time”).

All queries related to this Request for Expression of Interest shall be submitted in writing to the attention of:

Julia Turick, Buyer II

email: purchasing@richmond.ca

The deadline for all enquiries is **3:00pm, local time on May 21st, 2014.**

The City reserves the right not to respond to inquiries received after this deadline.

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1.0 Introduction

- 1.1. The City of Richmond (the “City”) invites Responses to this Expression of Interest (“EOI”) from qualified Direct Digital Controls (“DDC”) Supply and Installation Contractors capable of assisting the City to develop a DCC System Strategic Plan on a non-exclusive basis.
- 1.2. This EOI will be used to select the accepted DDC and ancillary system Supply and Install Contractors.

2.0 Background

- 2.1. The City has a number of different manufacturers of existing DDC systems and associated integrated systems of various ages, capabilities and standards.
- 2.2. The City is continuing to upgrade its DDC infrastructure to maintain and improve energy efficiency, and optimize operating and maintenance costs and mechanical equipment life.
- 2.3. Through this the City is seeking to:
 - a) Improve energy efficiency;
 - b) Improve reliability, integrity and effectiveness of DDC, mechanical and integrated systems;
 - c) Reduce operating, energy and maintenance costs; and,
 - d) Create a centre of excellence for advanced operating technologies.

3.0 Scope

- 3.1. The City is seeking to prequalify approximately three to five (3 – 5) Contractors on a non-exclusive basis from whom the City can draw on at its sole discretion as and when required to perform.
- 3.2. The DDC systems procured from the approved Contractors will control HVAC, lighting, facility equipment and other mechanical systems.
- 3.3. Procurement of the systems at each specific facility will require detail design work.
- 3.4. Systems may provide interoperability protocols to interface with other systems such as lighting controls and security systems.

- 3.5. Systems may be procured with an accepted Contractor via directed Request for Proposal (“RFP”), Request for Quotation (“RFQ”) or Stipulated Sum tender document in accordance with site specific detailed specifications.
- 3.6. The City cannot make any estimates on volume of projects. The City does not make any firm financial commitments or volume guarantees.
- 3.7. The City reserves the right the Work to other Contractors either through a competition or select process or public tender or conduct the work in-house based on the City’s requirements.

4.0 Term

- 4.1. The duration of the contract shall be for 3 (three) year and may be renewed up to an additional 2 (two) one-year periods, to a maximum of 5 (five) years, upon mutual consent of both parties.

5.0 Objectives

- 5.1. The objective of this EOI is to receive responses from a qualified Contractors who can:
 - a) Install state of the art DDC control systems which must be comprised of BACnet (BACnet Testing Laboratories listed) products;
 - b) Implement best practices for operation and maintenance of DDC and related mechanical systems;
 - c) Implement pathways to leverage evolving and future technologies such as fault detection and diagnostics, machine assisted energy and operational analysis and cloud based information services;
 - d) Standardize network infrastructure, and implement other interoperability protocols where desirable;
 - e) Systematically update and replace aging DDC systems to reduce risk of unsupported failure; and,
 - f) Install DDC systems in newly developed facilities.

6.0 Definitions

- 6.1. Throughout this EOI the following definitions apply:
 - a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Consultant on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

- b) “Closing Time” means the closing date, time, and place as set out on the title page of this EOI;
- c) “Expression of Interest” or “EOI” means a statement of qualifications submitted in response to and according to the terms of this Request for EOI;
- d) “Contractor” means the same as “Selected Respondent”;
- e) “Project” means the scope of Work and Requirements described in this EOI;
- f) “Request for Expressions of Interest” or “RFEOI” means this document and related process;
- g) “Requirements” means all of the specifications, requirements and services set out in the EOI that describes the general requirements that the goods, materials, equipment and services must meet and the selected Respondent must provide;
- h) “Respondent” means an individual or a company (vendor) that submits, or intends to submit, a Response;
- i) “Response” or “Submission” means an EOI;
- j) “Selected Respondent” or “Successful Respondent” is the Respondent whose EOI, as determined through the evaluation criteria described in this EOI, provides the best overall value in meeting the requirements of the EOI, and with whom a Contract may be considered;
- k) “Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements.

7.0 Pre-qualification Process

- 7.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this EOI.
- 7.2. In the first phase of this potential two-phase process, responses to the EOI are being requested in order to afford the City the opportunity to evaluate Respondent’s expertise and to select a shortlist that may be invited to submit a proposal in response to a Request for Proposals. This EOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

8.0 Requests for Proposals

- 8.1. Respondents, who are pre-qualified as a result of this EOI process, may be invited to submit proposals, if required, to a Request for Proposals (“RFP”) from the City. The City anticipates that, if required, the RFP will be distributed three to four weeks following the completion of the EOI process.

9.0 Evaluation Criteria

- 9.1. It is preferable that the Selected Respondent(s) shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this EOI. Submissions will be evaluated on the basis of the overall best value to City, including, but not limited to:
- a) Demonstrated technical ability and capacity of the Respondent to provide the Objectives identified in Section 5.0, including its reputation and resources; experience and qualifications of Respondent and of staff to be assigned to the Services, references and/or the City’s own experience, if applicable;
 - b) Demonstrated experience and previously and successfully completed projects of a similar scope and complexity to the scope of work described in this EOI.
 - c) Ability to communicate and work effectively with the City;
 - d) Demonstrate capacity and/or readiness of the Respondent to provide the Requirements within the timeline;
 - e) Financial proposal including hourly rates and value for money;
 - f) Compliance to EOI Requirements; and,
 - g) Clarity and brevity of the response.
- 9.2. Preference may be given to Responses offering innovative concepts, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 9.3. The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.
- 9.4. Reference checks may also be conducted by the City.

10.0 Submission Details

- 10.1. Respondents are requested to submit 3 (three) hard copies and 1 (one) electronic copy of their Expression of Interest marked “5178 EOI – Direct Digital Controls System Strategic Plan” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

3:00pm local time, May 29th, 2014

- 10.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions.
- 10.3. Note: Any submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their submissions and that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim. All submissions received by the City shall be subject to the Freedom of Information & Protection of Privacy Act of British Columbia.

11.0 Enquiries and Addenda

- 11.1. Clarification of terms and conditions of the EOI document and EOI process and all other inquiries shall be directed to:

Julia Turick, Buyer II
purchasing@richmond.ca
City of Richmond

- 11.2. The deadline for inquiries for this EOI is **5:00pm, local time, May 21st, 2014**. The City reserves the right not to respond to inquiries received after this deadline.
- 11.3. The City, its agents, consultants, elected officials and employees shall not be responsible for any information given by way of oral or verbal communication.
- 11.4. The, City will only respond to questions that are submitted in writing. Any questions that are received and answered that affect the EOI process, any interpretation of, additions to, deletions from, or any other corrections to the EOI document, may be issued as written addenda by the City. It is the sole responsibility of potential Respondents to check the following website to ensure that all available information has been received prior to submitting a Response.
- 11.5. Inquiries and responses relating to the EOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City’s website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole

responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this EOI.

- 11.6. The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 11.7. Each addendum will be incorporated into and become part of the EOI document. No amendment of any kind to the EOI is effective unless it is contained in a written addendum issued by the City's Purchasing Section.
- 11.8. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City.
- 11.9. Notwithstanding the foregoing or any other provision of these Documents, the City may at its sole discretion elect to retain for consideration Responses which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this EOI.

12.0 Format Requirements

- 12.1. Responses submitted should be no more than 40 (forty) pages in length and contain:

I. Title Page, Table of Contents and Executive Summary

- a. The title page should identify the EOI number identified on the cover page of this document, Closing Time (as specified in section 9.1), Respondent's name, address, telephone number fax number, email address and contact person's name.
- b. The Table of Contents should reference the applicable section, subsection and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.
- c. The executive summary should provide a synopsis of the Respondent's overall approach and key points of its Submission. This summary should be a maximum of one page.

II. Corporate Experience:

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.

- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide client references, where possible.
- d. Provide a history of litigation or claims made against the Respondent during the 3 (three) years immediately prior to the Closing Time.

III. Corporate Capability:

- a. Describe capability (financial, experience and workload capacity) to undertake the Work.
- b. Provide resumes of proposed key personnel.
- c. Provide a letter from a bonding company confirming the Respondent's binding capability and provide a certificate of existing commercial general liability insurance.

IV. Completed and Current Projects:

- a. List 3 (three) relevant projects, name of client, value of the projects, company personnel involved and client/owner references with contact names and telephone numbers.
- b. Describe capacity to undertake this project and describe any other projects that the Respondent has scheduled during the anticipated time frame.

V. Outline of Services to be Provided

- a. Provide a brief discussion of your methodology and approach to providing the requirements of the Work.
- b. Provide a sample Project Time Line for a typical system installation comprised of 1800 hardware points in a 150,000 square foot office facility.

VI. Financial

- a. In this section, Respondents should provide cost estimate for the Work indicated in Section 12.1.V.b, including hourly rates and pricing of DDC equipment proposed.

VII. Technical Submission

- a. In this section, Respondents should include all the information requested in Schedule A – Technical Submission.

13.0 Review of Submissions

- 13.1. The City will review the Expressions of Interest submitted to determine whether, in the City’s opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this EOI.

14.0 Inquiries

- 14.1. City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Respondent’s bankers and clients regarding any financial and experience issues.
- 14.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFP for all or any part of the requirement described herein or to negotiate with any Respondent or with any number of Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

15.0 Non-Conforming Submissions

- 15.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City. Notwithstanding the foregoing or any other provision of these Documents. The City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of these EOI’s except the requirement of delivery of the Proposal prior to Closing Time.

16.0 Notifications and RFP Process

- 16.1. Following the Closing Time, the City will only notify those Respondents who are selected as being pre-qualified and may be invited to submit their proposal under an RFP process, if required.
- 16.2. The City will not accept any response from a shortlisted respondent to any further call for proposals that clearly identifies a change in the respondent’s initially proposed team.
- 16.3. The City may unilaterally take the following actions, and shall not be liable for any such actions:

- a) amend the scope and description of the services to be procured under any RFP process as described in this EOI, and the qualifications that may be required to meet those requirements. In such event, proposals may be invited from those Respondents who meet the resulting amended requirements;
- b) reject or accept any or all Submissions;
- c) cancel the EOI process at any time and reject all responses; or
- d) cancel the EOI process and start an RFP process with the same or an amended set of documents, information and requirements.

16.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a RFP for all or part of the requirements described herein or **to enter into negotiations with any Respondent or with any number of Respondents for the purpose of entering into an agreement, or to cancel this process in its' entirety.**

16.5. The Respondent acknowledges and agrees that any submission is in no way whatsoever, an offer to enter into an agreement and a submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City has no contractual obligations whatsoever arising out of the EOI process.

16.6. The Respondent acknowledges and agrees that the pre-qualification of a Consultant pursuant to this EOI is only a preliminary step in the City's procurement process. Each successful Respondent will be evaluated further under any subsequent RFP (if required) evaluation process.

17.0 Information Disclaimer

17.1. The City and its directors, officers, employees, agents consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this EOI or otherwise provided to the Respondent or Consultant pursuant to this EOI.

17.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this EOI is provisional and will be superseded by the RFP and/or other agreement documents.

17.3. The City makes no representation, warranty, or undertaking of with respect to this EOI and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this EOI or any other written or oral information made available to

any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

18.0 Intent to Enter Into an Agreement

18.1. By submission of an EOI, the Respondent agrees that, should it be identified as the successful respondent, it is willing to enter into agreements subject to negotiations, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for EOI.

19.0 Modification of Terms

19.1. The City reserves the right to modify the terms of this EOI at any time at its sole discretion. This includes the right to cancel this EOI at any time without liability to any Respondent.

20.0 Ownership of Submissions

20.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 24.0.

21.0 Right to Not Accept Any EOI

21.1. The City reserves the right to not accept any EOI and is not bound to enter into an agreement with any Respondent or issue a Request for Proposal. In the event that no EOI is selected, the City will declare the EOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

22.0 No Commissions

22.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

23.0 Use of this Request for Expressions of Interest

23.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

24.0 Confidentiality, Freedom of Information and Protection of Privacy

24.1. All submitted EOIs shall become the property of the City. The City reserves the right to release information to the public about the EOIs received and any agreement(s) entered into. As the property of the City, EOIs will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any

commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.

- 24.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this EOI is confidential and must not be disclosed without written authorization from the City.

25.0 No Claim for Compensation of Expenses

- 25.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.
- 25.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

26.0 Conflict of Interest

- 26.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the EOI.

27.0 No Solicitation

- 27.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's EOI, the City reserves the right to reject the Respondent's Response to this Request for EOI.

28.0 No Lobbying

- 28.1. From the date on which this EOI is issued until the EOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 11.1.

29.0 Publicity

- 29.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for EOI, or the Respondent's Response to this EOI, without the prior written consent of the City.