

Township of  
**Langley**



Est. 1873

## REQUEST FOR EXPRESSION OF INTEREST

**Project:** Township of Langley – Development resulting in new Municipal Facilities

**Reference No.:** RFEI 20-91

**Issued:** November 3, 2020

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## REQUEST FOR EXPRESSION OF INTEREST

### 1. INTERPRETATION

#### 1.1. Definitions

In this RFEI, unless the context otherwise requires:

**"Closing Time"** has the meaning set out in Section 3.2;

**"Contact Person"** means the authorized contact for all discussions on issues relating to this RFEI, as listed in 3.5;

**"Contract"** means a contract(s) between the Township and a party arising out of this RFEI or, if issued by the Township, a related RFP;

**"District"** has the meaning set out in Section 2.2;

**"Evaluation Committee"** means the person or persons appointed by the Township under this RFEI to undertake an evaluation of the Responses. The Evaluation Committee may be composed of one or more persons, any of whom may be a consultant or contractor to the Township;

**"LEC"** means the buildings and structures referred to generally as Langley Events Centre, that are situate within the District;

**"LFS"** means Langley Facilities Society;

**"Municipal Facilities"** mean any existing or proposed Township-owned structures or community amenities which provide benefits (participatory, economic or otherwise) to the community through their enhancement, operation or creation;

**"Preferred Respondent"** means a Respondent selected by the Township under this RFEI;

**"Respondent"** means an entity that submits a Response;

**"Response"** means a submitted response to this RFEI;

**"RFEI"** means this Request For Expression of Interest;

**"RFP"** means a Request for Proposals issued by the Township relating to the development of the District, including as issued to the Respondents selected by the Township out of this RFEI;

**"Township"** means The Corporation of the Township of Langley and any subsidiaries or societies owned or controlled by the Township, including but not limited to the LFS; and

**"WCP"** means the playing fields, activity areas, buildings and structures known generally as Willoughby Community Park that are situate within the District.

### 2. INTRODUCTION

#### 2.1. Invitation

The Township is seeking to identify qualified parties who have the interest, experience, expertise and ability to participate with the Township in the planning and development of the District as defined below as an arts, sports and entertainment centre, including the development of new Municipal Facilities.

## 2.2. District

The area of interest (the “**District**”) means generally the lands as shown outlined in red on the map attached as Schedule A (being the lands bounded by 200th Street to the West, 202A Street to the East, 80th Avenue to the North, and 76th Avenue to the South), being the area in and around the LEC and WCP that is generally referred to as the Township’s Arts, Sports and Entertainment District. The District includes the LEC and WCP and other Township owned lands, but for this RFEI the District does not include lands owned by the Langley School District, or land owned by private entities.

As of the date of this RFEI, prior development in the District includes: the previously existing RE Mountain Secondary School (now Peter Ewart Middle School); the LEC in 2009; the LEC Building B in 2013; the WCP artificial turf fields and park facilities from 2009-2020; and the new RE Mountain Secondary School in 2019.

## 2.3. Background

The Township is one of British Columbia’s fastest growing municipalities. Continued growth in Willoughby in particular is anticipated, resulting in population growth from approximately 17,400 in 2009 when LEC opened to 34,100 in 2017 to approximately 44,130 today, reaching a projected 90,000 at build out in approximately 2040. In addition to daily use from Township residents and user groups, the LEC and WCP regularly host local, regional, provincial and international events.

## 2.4. Township’s Objectives for RFEI

The Township owns various parcels of land in Willoughby, and specifically including sites within the District at and around LEC and WCP. The Township has received numerous unsolicited enquiries and ideas from groups expressing a desire to construct facilities, to purchase lands, or to partner with the Township to develop lands in the area of the District. The Township has a desire to enhance, improve or provide new Municipal Facilities in the Township. Thus, the Township has reviewed and considered these types of enquiries, and is now formally seeking responses to this RFEI from any interested parties who wish to develop, or partner to develop, Township lands located within the District, with resulting new Municipal Facilities in the Township.

Generally of interest to the Township will be potential development opportunities that add to, and complement, the Township’s existing inventory of amenities at recreation and event facilities, including those specifically within the District.

In considering potential development of the District the Township has not reached any conclusions as to development approach or strategy but has, in its considerations, identified the following issues and approaches:

- (a) The Township may consider different forms of ownership of the District lands, including sale or lease or licence of occupation or other arrangements;
- (b) The Township may consider development for a portion of the lands in a manner consistent with the Township’s objectives for the community, area, and site, to enhance overall opportunities and neighbourhood goals;
- (c) Without limiting options, the development may include mixed commercial, recreation, retail/restaurant, hotel, office and residential uses. The Township is interested in a focus on uses that are compatible with existing Municipal Facilities and with the overall planning of uses in the District;
- (d) The Township anticipates that there will be no net loss of community space or parking areas within the District;

- (e) The Township intends that the revenue, fees, and community amenity contributions generated from development of the District lands will be utilized to fund the development of Municipal Facilities located within the District;
- (f) The Township anticipates it would manage and construct new or expanded Municipal Facilities in a separate process. However, the development process may include agreements between the Township and a development participant for joint construction, shared facilities, or other mutually beneficial arrangements;
- (g) Development will require a coordinated approach to the design, development and construction of all development in the District which could permit multiple projects to proceed simultaneously as may be beneficial to achieve the timely and minimal impact of construction, and so as to achieve cost efficiencies;
- (h) Development might proceed over time, such as a 1-5 year period, depending upon Township Council strategic directives and market conditions; and
- (i) Any consideration for rezoning of the lands that may be required for development to proceed will be considered at a later time.

## **2.5. Eligibility**

Any interested party may submit a Response to the RFEI. Respondents may be individuals, corporations, joint ventures, partnerships, consortia, or other entities.

The Township is making this RFEI known generally, including through posting this RFEI to the BC Bid Website ([bcbid.gov.bc.ca](http://bcbid.gov.bc.ca)).

## **2.6. Procurement Process**

This RFEI is designed to give the Township flexibility to develop a process following this RFEI going forward for the development of the District. Some or all of the Township responsibilities under this RFEI may be conducted by a third party as designated by the Township in the Township's sole and unfettered discretion.

Under this RFEI:

- (a) the Township may treat this RFEI as a pre-qualification stage and evaluate the Responses to identify one or more Preferred Respondent(s), to be included on a shortlist. Following the selection of a shortlist of Respondents, the Township may develop an RFP for a future step in the procurement process relating to the development of the District. The Township may, at its election and sole discretion, consult with the short-listed Respondents in the development of an RFP; or
- (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 directly into negotiations for a Contract, without the issuance of an RFP or other preliminary step; or
- (c) the Township may elect not to proceed further and to cancel this RFEI as provided by Sections 5.5(a) and 6.3(c)

If the Township selects a short-list of Respondents the Township may require the shortlisted Respondents, including all individual members, to agree to non-disclosure agreements prior to further discussions.

### **3. INSTRUCTIONS TO RESPONDENTS**

#### **3.1. Response Submission**

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

#### **3.2. Closing Time**

Responses must be submitted electronically by 4:00 pm local time in the Township of Langley, British Columbia on November 19, 2020 (the "**Closing Time**").

#### **3.3. Delivery Email Address**

Responses must be delivered to the following email address:

**bidsinfo@tol.ca**

**The response email should include "RFEI 20-91 Development resulting in new Municipal Facilities". The maximum file size the Township can receive is 30 mb.**

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

#### **3.4. Late Responses**

Responses received after the Closing Time will not be accepted or considered.

#### **3.5. Contact Person**

The Township has identified the Contact Person as the authorized contact for all discussions on issues relating to this RFEI. The Contact Person may be contacted at:

Township of Langley  
E-mail: **bidsinfo@tol.ca**

#### **3.6. Enquiries and Responses**

All enquiries regarding this RFEI must be directed to the Contact Person, and the following will apply to any enquiry:

- a) The Township reserves the right to decline to provide a response to an enquiry, considering fairness to other interested parties and the integrity of the competitive process;
- b) Enquiries and responses may be recorded and may be issued to identified interested parties at the discretion of the Township;
- c) Information obtained from any person or source other than the Contact Person is not official and may not be relied upon; and
- d) No oral conversation will affect or modify the terms of this RFEI or may be relied upon by any Respondent.

#### **3.7. 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. 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 3.9.

### **3.8. Confidential Responses**

A Respondent may request that an enquiry and the response be kept confidential if the Respondent considers the enquiry to be commercially confidential. If the Township determines that an enquiry or response or both must be distributed to all Respondents, then the enquirer may request that its enquiry be withdrawn rather than have the enquiry and response issued publicly. The Township may in its sole discretion, considering fairness to other interested parties and the integrity of the competitive process, permit an enquiry to be withdrawn, or may issue information or an addendum arising from the enquiry.

### **3.9. Addenda**

If the Township determines in its sole and absolute discretion, 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 on a regular basis for amendments, addendums or questions related to this RFEI.

## **4. RESPONSE CONTENTS**

### **4.1. Cover Letter**

A response should include a cover letter, signed by an authorized representative of the Respondent, providing:

- (a) Confirmation that the signatory has the authority to sign on behalf of the Respondent; and
- (b) The name and contact information of the Respondent's representative who can receive, on behalf of the Respondent, information and communications from the Contact Person.

### **4.2. Description of the Respondent**

Respondents should in its response provide a description of the Respondent as follows:

- (a) Respondent's full legal name(s), including all persons or entities that make up the Respondent;
- (b) Each member of a Respondent's head office and relevant subsidiary offices address, phone number, and website address;
- (c) The name, address, telephone number, and email address of one person who is the Respondent's designated contact person;
- (d) Chart of the Respondent's organizational structure, including membership and key personnel; and
- (e) Description of the business or services of each member of the Respondent, including relevant years of experience or involvement with similar opportunities.

#### **4.3. Respondent's Experience and Qualifications**

For the Respondent, including each member of the Respondent, provide a description of:

- (a) Respondent's past and current experience with similar development opportunities (if applicable), which may include any presently owned developments;
- (b) Respondent's past and current experience in the construction of, operations of, or support for community projects, organizations, and/or individuals;
- (c) Specific expertise of the Respondent, including the Respondent's development expertise and desired results for this opportunity;
- (d) Indication of interest for what size and scope of development, and general capacity to undertake such development currently;
- (e) Overview and general description of unique development processes, results, including sustainable technologies and building practices;
- (f) Parking solutions utilized in prior developments or recommended for future opportunities;
- (g) Respondent's proposed key individuals whom would be involved in pursuing this opportunity and delivering such;
- (h) References for identified similar development projects (minimum of three (3)), preferably including municipal staff, if applicable. Include contact names, email addresses, and phone numbers;
- (i) Respondent's annual revenue for the past three (3) years, forecast and upcoming commitments for the next three (3) years, and the capacity to undertake additional development work; and
- (j) A list of any and all litigations and known pending litigations in which the Respondent has been or will be named in the past five (5) years or future.

#### **4.4. Development**

A Respondent should include in its response a general description of the type(s) of development that the Respondent would propose or be of interest in the development of the District, considering the Township's objectives as set out in Section 2.4, if the Respondent were to be selected as a Preferred Respondent.

#### **4.5. Not Requesting Complete Financial Details**

At this time the Township is not requesting any financial offers or financial details related to the development of the District. 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 Respondent(s) as provided by Section 2.6(a) or 2.6(b) then the Township may in its discretion, at that time, give such Preferred Respondent(s) the opportunity to submit a financial offer and other required financial information.

## **5. EVALUATION**

### **5.1. Evaluation**

The evaluation of Responses will be carried out by 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 Preferred Respondents or for the selection of a Preferred Respondent.

### **5.2. Evaluation Criteria**

The Evaluation Committee will compare and evaluate Responses, to identify the Respondent(s) who the Evaluation Committee judges would overall be the most advantageous to participate in planning and/or implementation of the development of the District, including to participate in a competitive RFP(s) or to negotiate a Contract or Contracts for the development of the District, applying the following criteria:

- (a) The Response's alignment with the Township's objectives as described in Section 2.4;
- (b) The Respondent's experience and success with similar development opportunities or process, including expertise, capability, quality, and value provided by the Respondent;
- (c) The Respondent's past and current experience in the construction of, operations of, or support for community projects, organizations, and/or individuals;
- (d) The current and future development capacity of the Respondent, including personnel and financial resources;
- (e) The demonstration by the Respondent of unique development processes and results, including sustainable technologies and building practices, unique solutions to challenges, and parking solutions; and
- (f) The company reputation of the Respondent, and the reputation and experience of key individuals for the Respondent, including but not limited to any experiences in the Township.

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.

### **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 sole discretion:

- (a) terminate this RFEI if the Township judges that an insufficient number of quality Responses are received, or for any other reason; or
- (b) as outlined in Section 2.6(a) of this RFEI, select Preferred 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 2.6(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 financial details and offer 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 services, or divide the services 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 services 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 2.6(a) or 2.6(b) of this RFEI and issuing the RFP(s) to short-listed Respondents;
- (b) considering whether to and proceeding to enter into negotiations with any Respondent;
- (c) considering whether to and proceeding to rezone the site(s) in advance or in concurrence with any RFP(s) or negotiations with any Respondent; and
- (d) planning, rezoning and/or developing the District.

By submitting a Response, Respondents agree that the Township's development of the District, whether as a result of this RFEI or otherwise, may include development and/or uses similar to the development and/or uses proposed by the Respondent, notwithstanding that the Respondent was not selected as a Preferred Respondent.

## **6. TERMS AND CONDITIONS**

### **6.1. Right of the Township to Reject Responses and Cancel RFEI**

The Township reserves the complete right in its sole discretion to:

- (a) cancel this RFEI at any time for any reason whatsoever, and reject any and all Responses, even if the Response confirms in all aspects with the RFEI and transfer, develop or otherwise deal with the development of the District in some other manner, including by way of a new procurement process;
- (b) amend the procurement process described in this RFEI;
- (c) reject and not accept any or all Responses;
- (d) reject a Response even if it is the only Response received by the Township;
- (e) reject Responses which are incomplete, conditional, or obscure or erasures or alternations of any kind; or
- (f) reject any Response where, in the Township's sole estimation, the personnel and/or resources of the Respondent are deemed insufficient;

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, further RFP submissions, 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 elected officials, officers, directors, 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 elected officials, officers, directors, 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 the Township reserves the complete right to 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. Upon selection of one or more Preferred Respondents, organizations or individuals may be required to agree to non-disclosure agreements prior to further discussions.

#### **6.5. Ownership and Freedom of Information and 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 Respondent.

Respondents should be aware that the Township is a “public body” as defined by and subject to the Freedom of Information and Protection of Privacy Act (British Columbia). Pursuant to such Act, the Township will endeavour to keep all Responses (and their contents) confidential.

#### **6.6. No Collusion**

By submitting a Response, the Respondent, for and on behalf of the Respondent and the Respondent’s Team, represents and confirms to the Township, with the knowledge and intention that the Township may rely on such representation and confirmation, that it’s Response has been prepared without collusion or fraud, without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Response, 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.

#### **6.7. No Solicitation**

Respondents and their agents should not contact any of the Township's elected officials, officers, directors, or employees, with the exception of the Contact Person, or other designates as agreed to by the Township, with respect to this RFEI at any time prior to the award of a Contract(s) or the termination of this RFEI.

If any directors, employees, officers, agents, consultants, or representative of a Respondent makes a representation or solicitation offering a personal benefit to any officer, director, employee, agent, contractor, representative, or elected official of the Township concerning the Respondent’s response, the Township reserves the right to reject the Respondents’ response to this RFEI.

#### **6.8. Conflict of Interest**

The Township may reject a Response from any Respondent that the Township judges, in its sole and absolute discretion, has, or might have, a conflict of interest if the Respondent is selected as a Preferred Respondent.

Respondents should disclose to the Contact Person any potential conflicts of interest and existing business relationships they may have with the Township, or representatives of the Township, including advisors to the Township.

#### **6.9. Publicity**

Respondents should not make any public releases or announcements or issue any advertising pertaining to the RFEI or their involvement with this RFEI. All media enquiries should be referred to the Contact Person.

SCHEDULE A

**Schedule A - District general area outline**

