

SMART IDEAS smart cities challenge START HERE



A COLLABORATIVE PROJECT OF THE CITY OF VANCOUVER AND CITY OF SURREY

SMART CITIES CHALLENGE CALL FOR INNOVATION

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Issued by: City of Vancouver and City of Surrey (the “Cities”)

SMART CITIES CHALLENGE - CALL FOR INNOVATION

1.0 SMART CITIES CHALLENGE

Cities across Canada, and around the world, are embracing new innovative approaches to improve the quality of life for their residents. Many are leading a transition towards becoming 'Smart Cities', leveraging data and connected technologies to dramatically improve economic, social and environmental outcomes.

Accordingly, Infrastructure Canada has recently initiated the Smart Cities Challenge - a competition open to all municipalities, local and regional government and Indigenous communities with prize money going to the successful applicant to help implement a proposal to utilize data and connected technology.

The Smart Cities Challenge is a unique opportunity to catalyze individual efforts and bring together diverse perspectives from community leaders and city builders, governments, corporations, entrepreneurs and academic innovators to achieve a real and positive impact to common issues.

The Smart Cities Challenge process involves two phases. The first phase requires the submission of an application by April 24, 2018 (the "Initial Application") that sets out the applicant's Challenge Statement (as further described below). The Smart Cities Challenge jury will then select finalists who will be invited to submit a final proposal by Winter 2018/19 (the "Final Proposal").

More information about the Smart Cities Challenge can be found here:

<http://www.infrastructure.gc.ca/plan/cities-villes-eng.html>

2.0 VANCOUVER AND SURREY'S JOINT APPLICATION

The City of Surrey and the City of Vancouver (collectively, the "Cities") have both led pioneering Digital & Smart City efforts that have already realized progressive results, contributing to our communities being healthier, more inclusive and livable.

Building on past successes, the Cities intend to collaborate on a joint application to the Smart Cities Challenge in the \$50,000,000 category (the "Joint Application").

By adopting a common smart cities approach, the Cities seek to achieve meaningful outcomes for residents by leveraging the fundamental benefits that data and connected technology have to offer:

Openness - When communities make their data truly accessible, usable and barrier-free, their decision-making processes become transparent, empowering citizens and strengthening the relationship between residents and public organizations.

Integration - Data and connected technology empower communities to break down silos that exist within and between local governments, public organizations, private industries and citizens.

Transferability - When tools and technological approaches are open-source, transparent and standardized, they can be used by communities across the country, no matter their size or capacity.

Collaboration - Connected technology enables communities to bring traditional and non-traditional partners together to collaborate.

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3.0 THE CALL FOR INNOVATION

3.1 This Call for Innovation (the “CFI”) provides an opportunity for applicants (each, an “Applicant”) to submit proposals (each, a “Proposal”) in one or more of the following categories:

(a) **PROPOSED PROJECTS AND PROPOSED PROJECT COMPONENTS**

As part of the Cities’ Initial Application for the Smart Cities Challenge, they must submit a Challenge Statement as a proposed project or projects to address the problem described in the Challenge Statement. Infrastructure Canada describes Challenge Statements as follows:

The Challenge Statement is a single sentence that defines the outcome or outcomes a community aims to achieve by implementing its smart cities proposal. The Challenge Statement must be measurable, ambitious, and achievable through the proposed use of data and connected technology.

Challenge Statements must relate to up to two of the six focus areas identified by Infrastructure Canada for the Smart Cities Challenge. The six focus areas are:

- Economic opportunity
- Empowerment and inclusion
- Environmental quality
- Healthy living and recreation
- Mobility
- Safety and security

Please refer to Infrastructure Canada’s Smart Cities Challenge Application Guide for further details on Challenge Statements:

<https://impact.canada.ca/en/challenges/smart-cities/applicant-guide>

Smart Cities Challenge applicants are expected to partner with private sector organizations to develop and implement one or more projects that involve the use of data and connected technologies.

The Cities welcome proposals for projects (each, a “Proposed Project”) together with a proposed Challenge Statement to which the Proposed Project is responsive.

Applications for Proposed Projects may be limited to individual technology components of a potential projects rather than a fully integrated solution (each, a “Proposed Project Component”). The Cities expect that Proposed Projects will likely comprise the following types of components. However, the Cities will also consider Proposed Project Components that fall outside of the types of components below:

Data and Software Components

- Devices / Hardware
- Platform

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- System / Services

Applicants should indicate the type of networked connectivity on which their Proposed Projects rely in their Proposals. For example, the Cities expect Proposed Projects may include the following types of networked connectivity:

- Wired
- Cellular
- WiFi
- Bluetooth
- LPWAN

When submitting details of their Proposed Projects and Proposed Project Components, Applicants will be asked to submit a preliminary estimate for the types and quantities of City assets that would be required in combination with the particular technology of the Applicant in order to assemble a viable project. The types of assets the Cities' anticipate will be available for deployment/implantation of projects include (but are not limited to) the following:

Types of Available City Assets

- Buildings
- Rooftops or building facades
- Street Lights
- Underground conduit
- Dark fibre
- IT network

Applicants should take note that there is no limit to the number of Proposed Projects an Applicant may submit prior to the Closing Time (as defined below).

(b) **CONSULTING SERVICES**

The Cities anticipate the need for various types of consulting services (each, a “**Proposed Consulting Service**”) to support their Smart Cities Challenge Initial Application and/or Final Proposal, as well as project development and implementation. As such, the Cities' welcome proposals for any Proposed Consulting Service that may assist with any aspect of the Smart Cities Challenge.

Applicants should note that the Cities' budget for both the Initial Application and Final Proposal phases of the Smart Cities Challenge is limited. Accordingly, in addition to traditional fee for service arrangements, the Cities are willing to consider a deferred fee structure where future payment may be in the nature of preferred equity investment or profit sharing in connection with projects implemented under the Smart Cities Challenge for any Proposed Consulting Service proposed.

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3.2 The Cities expect the results of a successful response to this CFI for each of the two foregoing categories to be as follows:

(a) **PROPOSED PROJECTS AND PROPOSED PROJECT COMPONENTS**

Proposed Projects and Proposed Project Components will be evaluated as soon as practicable following submission of their Application in accordance with Section 7.0 below and, if successful, added to a short-list for further evaluation as the Smart Cities Challenge process progresses. Applicants will be notified of the results of the evaluation of Proposals promptly following the evaluation.

The Cities' expect Proposed Projects and Proposed Project Components that are short-listed to participate in various feasibility analyses and engagement processes as part of the continuing evaluation process prior to final selection to be included in the Cities' Final Proposal for the Smart Cities Challenge.

Short-listed Applicants may also be asked to provide additional information or details for clarification and further evaluation, including by attending interviews, making presentations, supplying samples, performing demonstrations or furnishing technical data.

(b) **CONSULTING SERVICES**

The Cities currently expect to select one or more Applicants with Proposed Consulting Services to enter into negotiations, which will potentially conclude in the execution of one or more contracts between the Applicant and the Cities (each such contract, a "Contract").

3.3 Notwithstanding any of the above, the Cities may: (i) decline to select any Applicant in any or all category; (ii) decline to enter into any Contracts; (iii) select multiple Applicants in each category; or (iv) enter into one or more Contracts or short-list Proposed Projects and Proposed Project Components respecting the subject matter of the CFI with one or more Applicants or other entities at any time. The Cities may also terminate the CFI at any time.

4.0 CONTACT PERSON

4.1 All enquiries regarding the CFI must be addressed to:

Procurement@SmarterTogether.ca

4.2 All enquiries must be made by email to the person(s) above. In-person or telephone enquiries are not permitted.

5.0 SUBMISSION OF PROPOSALS

5.1 Applicants must submit Proposals through the online submission form that follows these instructions or at the following link:

<https://www.smartertogether.ca/submit/>

Applicants are also strongly encouraged to provide additional information regarding their Proposals at the <https://marketplace.city> ("Marketplace"), an on online platform designed to showcase smart city technologies. The Cities reserve the right to consider any information posted by Applicants to Marketplace in their evaluation of Proposals, in their sole discretion.

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- 5.2 Applicants may submit Proposals at any time prior to January 1, 2019 (the “Closing Time”). Applicants may submit multiple Proposals, which may be submitted concurrently or individually at different times prior to the Closing Time.
- 5.3 All costs associated with the preparation and submission of a Proposal, including any costs incurred by an Applicant after the Closing Time, will be borne solely by the Applicant.
- 5.4 The Cities are willing to consider Proposals from two or more Applicants that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the CFI, provided that they disclose the names of all members of the consortium and all members accept the legal terms and conditions of the CFI.
- 5.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the Cities and may or may not be returned to the Applicant, in the Cities’ sole discretion.

6.0 CHANGES TO THE CFI AND FURTHER INFORMATION

- 6.1 The Cities may amend the CFI or make additions to it at any time. It is the sole responsibility of Applicants to check regularly for amendments, addenda, and questions and answers in relation to the CFI.
- 6.2 Potential Applicants are encouraged to read the CFI and submit any questions relating to the CFI to the Contact Person at any time prior to the Closing Date. The Cities will in good faith attempt to give accurate responses to questions received in writing and posted here:

<https://www.smartertogether.ca/submit/>

7.0 EVALUATION OF PROPOSALS

- 7.1 The Cities currently intend that all Proposals submitted to it in accordance with the CFI will be evaluated by both representatives from each City, as well as groups of external advisors that are representative of the constituencies in the Lower Mainland the Cities are hoping to impact through the Smart Cities Challenge. Evaluations will be conducted using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best potential for inclusions in the Cities’ Initial Application and Final Proposal for the Smart Cities Challenge. More specifically, the Cities expect (but are not limited) to use the following criteria for evaluating Proposals, which align with the criteria to be used by Infrastructure Canada when evaluating Initial Applications and Final Proposals for the Smart Cities Challenge:

- The Proposal achieves positive outcomes for residents by leveraging connected technology & data;
- The Proposal has the potential to achieve the outcome (or outcomes) that align with a smart city approach (as described in Section 2.0 above);
- Implementation of the Proposal is feasible given its scope and size; and
- The Proposal is, or will be, open, interoperable, scalable, and replicable.

- 7.2 For the avoidance of doubt, notwithstanding any other provision in the CFI, the Cities have in their sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (e) accept a Proposal that deviates from the requirements or the conditions specified in the CFI; (f) reject a Proposal even if it is the only Proposal received by the Cities; (g) accept all or any part of a Proposal; (h) accept multiple Proposals; and (i) enter

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into one or more agreements respecting the subject matter of the CFI with any entity or entities at any time.

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LEGAL TERMS AND CONDITIONS OF CFI

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the Cities' and the Applicant's legal rights and obligations only with respect to the CFI process and any evaluation, selection, negotiation or other related process. In no event will the following legal terms and conditions apply to, or have the effect of supplementing, any Contract formed between the Cities and the Applicant.

2 DEFINITIONS

In these Legal Terms and Conditions, the following terms have the following meanings:

- (a) "Applicant" means the legal entity or entities that have submitted a Proposal in response to this CFI and agreed to these terms and conditions and "applicant" means any applicant responding to this CFI, excluding or including the Applicant, as the context requires.
- (b) "CFI" means this Call for Innovation, as amended from time to time and including all addenda.
- (c) "Cities" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*, and the City of Surrey, a municipal corporation incorporated pursuant to the *Community Charter*.
- (d) "Contract" means a legal agreement, if any, entered into between the Cities and the Applicant following and as a result of the Applicant's selection by the Cities in this CFI process.
- (e) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (f) "Proposal" means the package of information and documents submitted by any applicant, excluding or including the Applicant, as the context requires, pursuant to this CFI.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the CFI (except only Sections 7 and 9 of these Legal Terms and Conditions, in each case to the extent applicable), the Cities assume no legal duty or obligation to the Applicant in respect of the CFI, its subject matter or the Proposal unless and until the Cities enter into a Contract, which the Cities may decline to do in the Cities' sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE APPLICANT

The Cities are public bodies required by law to act in the public interest. In no event, however, do the Cities owe to the Applicant (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the CFI process, or any contract or tort law duty to preserve the integrity of the CFI process. The Applicant hereby waives and releases the Cities from any and all such duties and expressly assumes the risk of all Losses arising from participating in the CFI process on this basis.

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5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the CFI, or which otherwise fails to conform to the CFI may or may not be rejected by the Cities at the Cities' sole discretion. The Cities may also invite an applicant to adjust its Proposal to remedy any such problem, without providing the other applicants an opportunity to amend their Proposals.

5.2 Reservation of Complete Control over Process

The Cities reserves the right to retain complete control over the CFI and Proposal processes at all times. Accordingly, the Cities are not legally obligated to review, consider or evaluate the Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate the Proposals, or any particular Proposal, in accordance with the procedures set out in the CFI, and the Cities reserve the right to continue, interrupt, cease or modify their review, evaluation and negotiation processes in respect of any or all Proposals at any time without further explanation or notification to any applicants.

5.3 Discussions/Negotiations

The Cities may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the CFI, any Proposal or any proposed agreement with any one or more of the applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Proposal as a result of such discussions or negotiations with other applicants or changes to the CFI or such Proposals or proposed agreements, and, without limiting the general scope of Section 6 of these Legal Terms and Conditions, the Cities will have no liability to the Applicant as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The Cities have in their sole discretion, the unfettered right to: accept any Proposal; reject any Proposal; reject all Proposals; accept a Proposal that deviates from the requirements of the CFI or the conditions specified in the CFI; reject a Proposal even if it is the only Proposal received by the Cities; accept all or any part of a Proposal; enter into agreements respecting the subject matter of the CFI with one or more applicants; or enter into one or more agreements respecting the subject matter of the CFI with any other person at any time.

6 PROTECTION OF CITIES AGAINST LAWSUITS

6.1 Release by the Applicant

The Applicant now releases the Cities and their respective officials, agents and employees from all liability for any Losses incurred in connection with the CFI or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the Cities or their respective officials, agents or employees of the CFI (it being agreed that, to the best of the parties' knowledge, the Cities have no obligation or duty under the CFI which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Cities or their respective officials or employees occurring in the course of conducting the CFI process;
- (c) the Applicant preparing and submitting the Proposal;

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- (d) the Cities accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the Cities: review, consider, evaluate or negotiate any Proposal; address or fail to address any Proposal or Proposals; resolve to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the applicant(s) or other persons, if any, with whom the Cities enter any agreement respecting the subject matter of the CFI.

6.2 Indemnity by the Applicant

The hereby Applicant indemnifies and will protect, save and hold harmless the Cities and their respective officials, agents and employees from and against all Losses, in respect of any claim or threatened claim by the Applicant alleging or pleading:

- (a) any alleged (or judicially determined) breach by the Cities or their respective officials or employees of the CFI (it being agreed that, to the best of the parties' knowledge, the Cities have no obligation or duty under the CFI which they could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Cities or their respective officials or employees occurring in the course of conducting the CFI process; or
- (c) liability on any other basis related to the CFI or the Proposal process.

6.3 Limitation of Liability of the Cities

In the event that, with respect to anything relating to the CFI or this Proposal process, the Cities or their respective officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Applicant whether at law or in equity or in contract or in tort, or are found liable to the Applicant on any basis or legal principle of any kind, the Cities' liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the CFI or the Proposal process (except to the extent that the Cities breach this Section 7 of these Legal Terms and Conditions, and also excepting any disputes arising between the Cities and the Applicant under a Contract (or a similar contract between the City and an applicant other than the Applicant)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the Cities;
- (b) Section 6 of these Legal Terms and Conditions will: (i) bind the Cities, the Applicant and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Applicant will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 CFI and Proposal Documents Property of the Cities

- (a) All CFI-related information in any form provided to the Applicant by the Cities remain the property of the Cities and must be returned to the Cities, or destroyed, upon request by the Cities.

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- (b) The documentation containing the Proposal, once submitted to the Cities, becomes the property of the Cities, and the Cities are under no obligation to return the Proposal to the Applicant.

8.2 All City Information Confidential

- (a) The Applicant will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the Cities which have been or are in the future provided or communicated to the Applicant at any time (whether before, during or after the CFI process). Furthermore, the Applicant agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Applicant now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the Cities in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the Cities or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Applicant.

8.3 Confidentiality of Proposals

- (a) Subject to the applicable provisions of *the Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the Cities' right to publicly disclose information about or from the Proposal in the course of publicly reporting to their respective City Councils, the Cities will treat the Proposal in confidence in substantially the same manner as they treat their own confidential material and information.
- (b) Notwithstanding the foregoing, the Cities may disclose Proposals to third parties who have been selected by the Cities to assist in the evaluation of Proposals on the condition that such third parties: (i) are required to keep Proposals confidential; and (ii) may only use Proposals for the purposes of evaluation in accordance with this CFI.

9 GENERAL

- (a) All of the legal terms and conditions of this CFI which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Applicant and the Cities.
- (b) The legal invalidity or unenforceability of any provision of these Legal Terms and Conditions will not affect the validity or enforceability of any other provision of these Legal Terms and Conditions, which will remain in full force and effect.
- (c) The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing its Proposal and participating in the CFI process.