



SURREY POLICE SERVICE

REQUEST FOR PROPOSALS

Reference Number: 1887-004-2024-003
Title: Website Maintenance and Enhancements
Issue Date: May 30, 2024

SUBMISSION INSTRUCTIONS	
Email only	Submit your proposal in pdf format (unless otherwise set out in the Form of Proposal) to the following email address (the “Closing Place”) by the Closing Time: bids@surreypolice.ca Emails should state the Reference Number and Proponent name in the subject line. Proposals submitted in any other manner <u>will not be accepted.</u>
Confirmation of Receipt	Promptly contact the procurement at the Address for Inquiries below if you do not receive a receipt confirmation email after submitting a proposal.
File Size Restrictions	The maximum file size limit per email is 10MB. You should partition and number large emails and identify the number of transmissions.
Submission Restrictions	Eligibility to submit a proposal is limited. See Section 26.0 (<i>Eligibility to Participate</i>) in Part 1- Instructions.
KEY DATES	
Closing Time:	3:00 pm, Pacific time on June 21, 2024
Presentations:	DATE/TIME: Scheduled based on bids received PLACE: Online See Section 12.0 (<i>Clarifications, Presentations, Interviews</i>) See Appendix 1 – Presentations – Proposed Form and Content
ADDENDA AVAILABILITY	
Method of Delivery:	Addenda will be posted to: www.bcbid.gov.bc.ca and www.surreypolice.ca . If SPS delivered this RFP directly to Proponents, SPS may deliver addenda directly to those Proponents.
INQUIRIES	
All inquiries should be submitted to: procurement@surreypolice.ca (the “Address for Inquiries”) no later than 4 business days prior to the Closing Time , quoting the Reference Number above. No telephone inquiries, please.	

This Request for Proposals is comprised of the following parts:	
COVER PAGE	PART 4 FORM OF PROPOSAL
PART 1 INSTRUCTIONS TO PROPONENTS	Cover letter
APPENDIX 1 - Presentations – Proposed Form and Content	Attachment 1 – Proponent Profile, Mandatory Requirements, Technical Requirements, Service Requirements, Feature and Enhancement Requirements
PART 2 SCOPE OF WORK / SPECIFICATIONS	Attachment 2 - Financial Proposal
PART 3 CONTRACT TERMS	
Schedule A – SCOPE OF WORK / SPECIFICATIONS	
Schedule B – COSTS AND PRICING	
Schedule C - ADDITIONAL TERMS AND CONDITIONS	

PART 1 – INSTRUCTIONS TO PROPONENTS

SECTION A - GENERAL

1.0 PURPOSE AND SCOPE

- 1.1 Through this Request for Proposals (“RFP”), Surrey Police Service (“SPS”) is seeking proposals from proponents (each, a “Proponent”) for the supply of the goods and/or the performance of the services as more particularly described in Part 2 (*Scope of Work/Specifications*) (the “Work” or “Services”). That schedule, with such modifications as may be agreed between SPS and the successful Proponent(s), will be incorporated into the contract between SPS and the successful Proponent(s).
- 1.2 This RFP is issued for and on behalf of SPS. Any right, discretion or authority of SPS is exercisable by SPS and/or the Surrey Police Board (the “Police Board”), and any right or benefit conferred on SPS extends to the Police Board.

2.0 BRITISH COLUMBIA MUNICIPAL POLICE COOPERATIVE PURCHASING GROUP (BCMPCPG)

- 2.1 The BCMPCPG is open to all municipal police agencies in the Province of British Columbia interested in seeking volume discounts in the acquisition of police-related products or services, and sharing information regarding police-related goods and services.
- 2.2 Prior to submitting a bid, it is of significant importance that all potential Proponents be advised of the following:

This bid is being called by SPS as the Lead Agency on behalf of the BCMPCPG and its members as listed and for the purposes of this bid. SPS is the legal entity facilitating and preparing this bid document. It must be clearly understood that by submitting a bid in accordance with this document, the respective Proponent is agreeing that other interested BCMPCPG Members may review the Proponent’s bid document. Furthermore, if successful Proponent(s) are selected by SPS on behalf of all BCMPCPG Participating Members, and another BCMPCPG Member(s) deems it is in their best interest to join the BCMPCPG Lead Member/Participating Members under the same terms and conditions “to Piggyback onto the contract,” then one or more parties may jointly participate in the Lead Member’s contract, if mutually agreed upon between SPS, the interested Member(s) and the successful Proponent.

3.0 INFORMATION SESSION

- 3.1 If reference to an information session is included in the Key Dates section on the cover page, SPS will conduct an information session on the date(s) identified to provide Proponents an opportunity to pose questions. If no reference to information sessions is included on the cover page, SPS reserves the right to conduct information sessions at a later date and will provide notice by addenda.

Proponents are encouraged to attend information sessions. Proponents must comply with meeting location requirements as directed by SPS, including as to safety protocols and site access restrictions. **If the information session is identified as mandatory on the cover page, Proponents who fail to attend will be deemed non-compliant and ineligible to submit a Proposal.** Following the information session, SPS, if it deems necessary, will issue an addendum to this RFP.

4.0 INQUIRIES AND ADDENDA

- 4.1 Proponents finding discrepancies or omissions in the RFP documentation, having doubts as to the meaning or intent of any provision, or having any questions should promptly notify SPS and submit inquiries in accordance with the instructions on the cover page. Responses to inquiries may be distributed to all Proponents at SPS’s discretion.
- 4.2 SPS may, at its sole discretion, issue addenda to this RFP using the delivery method set out on the cover page. All addenda form part of this RFP. Proponents should ensure they have obtained all addenda prior to submitting a proposal.
- 4.3 No communications from any person, whether written or oral, will affect or modify the terms of this RFP, unless contained in this RFP or any addenda issued.

5.0 LOBBYING AND INDIRECT COMMUNICATION

- 5.1 Proponents shall not attempt to communicate, directly or indirectly, with any employee, contractor, officer, director or representative of SPS, Police Board or City of Surrey about this RFP other than as expressly permitted in this RFP. Proponents shall not discuss this RFP or the RFP process at any Police Board meeting, City council meeting or with the media at any time prior to contract award. Any such communications will constitute sufficient grounds for disqualification.
- 5.2 Proponents are advised the Police Board’s and SPS’s conflict of interest policies impose restrictions on board members, employees, officers and directors with respect to accepting gifts or receiving any personal benefit other than what they are entitled to as employees, officers, directors or board members.

SECTION B - PROPOSAL SUBMISSION

6.0 SUBMISSION INSTRUCTIONS

- 6.1 Proponents should comply with the Submission Instructions on the cover page of this RFP.
- 6.2 A Proponent submits a proposal at its sole risk.
- 6.3 A Proponent bears all risk the receiving equipment functions properly so SPS receives the entire proposal.

SPS assumes no responsibility for adequacy of electronic transmissions, or loss of or failure to receive documents, for any reason, including server delays, redirection to spam/junk folders or server. Proposals that cannot be opened or viewed by SPS will be rejected.

7.0 CLOSING TIME

- 7.1 Proposals, signed by the authorized signatory(ies) of the Proponent, must be delivered to the Closing Place no later than the date and time shown on the cover page (the "**Closing Time**"). All pages of the Proposal must be received by the Closing Time. **Late proposals will not be accepted.**
- 7.2 Proposals submitted prior to the Closing Time may be withdrawn or amended at any time before the Closing Time by written notice signed by the Proponent in the same manner and form as the Proposal, and be delivered to the Closing Place.

SECTION C – CONTENTS OF PROPOSAL

8.0 FORM AND CONTENTS OF PROPOSAL

- 8.1 To facilitate evaluation of proposals, Proponents should use the Form of Proposal set out in Part 4. Proponents should demonstrate they are capable of performing the Work and can meet the requirements of the contract terms.
- 8.2 Proposals should be submitted in English and should not include web-links or hyperlinks. Any non-English portions and web links or hyperlinks might not be reviewed or considered. The inclusion of corporate brochures and narratives are discouraged.
- 8.3 All requirements utilizing the words "**shall**" or "**must**" are mandatory and proposals must substantially comply or fulfill such requirements. All requirements utilizing the words "**should**" are not mandatory but strongly preferred.

9.0 ACCEPTANCE OF TERMS

- 9.1 The terms and conditions of this RFP (including the contract terms set out in Part 3 (*Contract Terms*)) are deemed to be accepted by the Proponent and incorporated into its proposal, except to the extent expressly excluded, supplemented or replaced in its proposal. The substantial or wholesale replacement of Part 3 (*Contract Terms*) is discouraged and any proposal proposing such a replacement may be subject to rejection.
- 9.2 SPS may accept any proposal submitted, with or without regard to modifications proposed.
- 9.3 By submitting a proposal, a Proponent:
- acknowledges receipt of all addenda issued;
 - represents having the experience, qualifications and resources to meet the requirements of this RFP;
 - authorizes SPS to conduct investigations, searches

- and enquiries to verify information, whether contained in a proposal or not;
- represents and warrants its proposal was prepared without fraud or collusion and submitted without consultation, comparison or agreement with any other Proponent, and no key personnel named or any individual on its management team is an officer or director of another Proponent;
 - covenants and agrees it has complied with all applicable laws, including privacy legislation relating to the collection, use, distribution and disclosure of personal information.
 - agrees to negotiate in good faith with the intention to enter into a contract with SPS, substantially in the form set out in Part 3 (*Contract Terms*), and not take any position in negotiations less favourable than the position set out in its proposal; and
 - acknowledges SPS's rights under this RFP, agrees it has no claim against SPS, and hereby waives any right of action against SPS, for failure to accept its proposal and for any damages or costs of any nature arising out of SPS's use of its discretion under this RFP; and
 - waives, and will indemnify and hold harmless SPS, Police Board and City of Surrey, and their respective representatives, agents, consultants, contractors and employees against any claims which arise out of or are related to this RFP.

SECTION D – EVALUATION AND SELECTION

10.0 EVALUATION

- 10.1 Proposals will be opened privately.
- 10.2 SPS will not be required to keep any parts of the proposal separate or undisclosed while carrying out the evaluation.
- 10.3 Proponents will be considered based on the information presented in their proposal, information contained in any prior submissions by the Proponent during any requests for expressions of interest or qualifications with respect to the Work, and on any information obtained by, or on behalf of, SPS during the RFP process, which may include past dealings with SPS, the City of Surrey or the Police Board.
- 10.4 When evaluating proposals, SPS will consider the Proponent's experience, reputation and resources, the suitability of the proposed solution in relation to the requirements, the financial impacts, and contract term departures. SPS may further consider any criteria SPS identifies as relevant during the evaluation process. Evaluation criteria may be applied on a comparative basis by comparing one Proponent's proposal to another Proponent's proposal. All criteria considered will be applied evenly and fairly to all proposals.

10.5 Evaluation Weighting

Criteria	Evaluation Weighting
Technical Requirements	30%
Service Requirements	30%
Feature and Enhancement Requirements	20%
Financial	20%
Total	100.00%

10.6 Evaluation Ratings

Rating	Description
5	Fully meets and exceeds the requirement
4	Fully meets the requirement
3	Meets minimum requirements
2	Partially meets some requirements and Proponent is willing to make changes to meet the minimum requirement
1	Partially meets some but not all requirements and no changes planned by Proponent
0	Does not meet any aspect of the requirement

11.0 SHORTLIST

11.1 SPS may, in its discretion, establish one or more shortlists of Proponents for further consideration.

12.0 CLARIFICATIONS, PRESENTATIONS AND INTERVIEWS

12.1 Whether or not SPS elects to establish a shortlist, SPS may, in its discretion:

- (a) conduct interviews and discussions with one or more of the Proponents and terminate such interviews or discussions for any reason;
- (b) seek further information or clarifications from one or more Proponents;
- (c) require any Proponent to provide samples or conduct demonstrations of its proposed Work, deliver presentations of its proposal, and/or participate in question/answer sessions with respect to its proposal, at such times and locations to be scheduled by SPS;
- (d) attend at any facilities from which the Services would be performed to conduct site visits, at such times to be scheduled by SPS;
- (e) give any Proponent an opportunity to correct its proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error;
- (f) not disclose to any Proponent what information or clarifications were sought from other Proponents;
- (g) seek different information or clarifications from different Proponents.

12.2 SPS shall not be under any obligation to interview, enter into discussions or negotiations with, or solicit or receive further information or clarifications from, any Proponent.

13.0 RIGHT TO VERIFY AND INVESTIGATE

13.1 SPS may, in its discretion, verify information regarding a Proponent, whether contained in its proposal or not, and to conduct any background investigations, searches and enquiries SPS considers necessary.

14.0 NEGOTIATION

14.1 SPS may, in its discretion, engage in discussions and negotiations with one or more Proponents, and conduct such discussions or negotiations serially or concurrently in respect of any of the terms and conditions of the RFP, including but not limited to the purpose of:

- (a) exploring ways to alter, refine or improve the opportunity or the ultimate arrangement or contract;
- (b) attempting to better compare proposals;
- (c) achieving optimal overall results as judged and perceived by SPS; and
- (d) negotiating and finalizing contract(s) based on such discussions and negotiations.

14.2 SPS will not be obligated to offer any modified terms and conditions offered to, or discussed with, one Proponent to any other Proponent.

14.3 SPS is entitled to utilize the information or clarifications received or the modified terms and conditions resulting from any discussions or negotiations in selecting the successful Proponent and in awarding any contract resulting from this RFP.

14.4 SPS may, in its discretion, terminate negotiations at any time.

15.0 FINANCIAL STABILITY

15.1 Before award of contract, the Proponent may be required to furnish evidence satisfactory to SPS, in its discretion, of the necessary facilities, ability and financial resources to fulfill the conditions of the contract.

16.0 CONTRACT

16.1 If, upon selection, a Proponent fails to promptly deliver the executed contract, and any required deliverables, to SPS, SPS may, in its discretion, rescind its award of contract, hold such Proponent liable for damages suffered by SPS, and negotiate and contract with another Proponent.

SECTION E – ADDITIONAL TERMS AND CONDITIONS

17.0 EXERCISE OF DISCRETION AND RESERVATION OF RIGHTS

17.1 SPS's sole obligation is to give consideration to each proposal in accordance with this RFP. Despite any other provision of this RFP, and customs or trade practices to the contrary, SPS has sole and absolute discretion in

considering and evaluating proposals, judging the acceptability of proposals, and awarding or not awarding any contract(s). SPS has the right to accept, reject or negotiate changes to proposals for any reason and may negotiate and enter into one or more contracts with one or more parties (whether or not they have submitted a proposal) as SPS, in its sole discretion, deems most advantageous to SPS. SPS is not obliged to provide reasons to any Proponent with respect to any use of SPS's discretion.

17.2 SPS reserves the right, in its discretion, to:

- (a) accept or reject any or all proposals,
- (b) accept or reject any part of any proposal,
- (c) accept a proposal which is not the lowest cost proposal;
- (d) accept a proposal that deviates from the requirements, scope/specifications or conditions specified in this RFP;
- (e) accept unsolicited proposals;
- (f) reject a proposal even if it is the only proposal received in response to this RFP;
- (g) reject a proposal if the Proponent, or any officer or director of the Proponent, is or has been engaged (directly or indirectly) in a legal action against SPS, the Police Board or the City of Surrey in relation to any other contract or matter;
- (h) award all or part of the Work; and
- (i) split the scope/specifications between one or more Proponents.

17.3 SPS further reserves the right, in its discretion, to accept or reject all or part of any proposal which:

- (a) is incomplete, obscure, irregular or unrealistic;
- (b) contains unauthorized erasures or corrections;
- (c) contains terms, conditions or provisions unacceptable to SPS;
- (d) is a conditional or qualified offer which is unacceptable to SPS;
- (e) fails to comply with or omits any required or mandatory information; or
- (f) is materially non-compliant with the requirements of this RFP.

17.4 SPS further reserves the right, in its discretion, to:

- (a) amend or clarify any terms or conditions of this RFP and issue addenda;
- (b) cancel, suspend or postpone this RFP process at any time;
- (c) not proceed with award of contract;
- (d) award all or part of the contract to any one or more Proponents or to whomever SPS deems appropriate, including persons who have not responded to this RFP; or
- (e) re-issue the RFP.

17.5 SPS may, in its discretion, elicit offers from other parties (whether or not such parties have responded to this RFP) or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating a contract for the whole or any part of the work with any party, including but not limited to one or more of the Proponents, if:

- (a) only one proposal is received;
- (b) a suitable Proponent has not been selected; or
- (c) a contract has not been agreed to within a reasonable period of time as determined by SPS in its sole discretion.

18.0 WAIVER OF CLAIMS

18.1 SPS shall not, under any circumstances, owe a duty of care or duty of fairness, either by contract or at law, to any Proponent or be responsible for any costs incurred by any Proponent in the preparation of its proposal or for any damages whatsoever arising out of or related to this RFP including arising from rejection of any or all proposals or cancellation or reissuance of this RFP. No Proponent shall have any claim for compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting a proposal, any anticipated profits, or contributions to overhead) against SPS, the Police Board or the City of Surrey with respect to this RFP.

19.0 NO RELIANCE

19.1 SPS makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained or referred to in this RFP. A Proponent is required to exercise due diligence and undertake whatever investigations and analysis it deems necessary before submitting a proposal.

20.0 OWNERSHIP

20.1 All proposals submitted become the property of SPS. All writings, programs, plans, drawing and specifications prepared by or on behalf of a Proponent (other than those identified in the proposal as being subject to registered patent or registered trademark protection) may be used by SPS for any purpose.

20.2 Proponents may designate portions of its proposal that are proprietary in nature and SPS agrees not to disclose those portions except as required by the evaluation process or as otherwise required by law.

21.0 COSTS AND EXPENSES

21.1 Proponents are solely responsible for their own costs and expenses in connection with this RFP. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP.

22.0 DEBRIEFS

22.1 At the conclusion of the RFP process, the Proponent may request a debrief but SPS is under no obligation to provide any. If SPS agrees to a debrief:

- (a) SPS may, in its discretion, require the debrief to occur on terms and conditions specified by SPS;
- (b) any information provided by SPS during the debrief is provided on a “without prejudice” basis, cannot be relied on by the Proponent for any purpose, and may not represent SPS’s official position with respect to any matter.

23.0 GOVERNING LAW

23.1 This RFP will be governed by and construed in accordance with the laws of British Columbia and within the sole jurisdiction of the courts of British Columbia.

24.0 CONFIDENTIALITY

24.1 The contents of this RFP and any information pertaining to SPS, its operations, stakeholders or other persons which is obtained by the Proponent through participation in this RFP is confidential and must not be disclosed without the prior written consent of SPS. Proponents may disclose the information on a need-to-know basis to prepare a proposal provided that anyone to whom disclosure is made is legally bound to maintain the confidentiality of that information. Failure to maintain confidentiality may result in disqualification and may cause SPS to remove the Proponent from SPS’s approved vendor/supplier lists.

24.2 Proponents shall return, destroy or delete the RFP documents, and confirm destruction or deletion, if not submitting a Proposal or as otherwise requested by SPS.

24.3 All proposal information supplied to SPS by Proponents is understood to be supplied explicitly in confidence. However, the British Columbia *Freedom of Information and Protection of Privacy Act* applies to all proposals and other information provided by Proponents, or collected by SPS, as part of the RFP process. SPS will comply fully with that Act and cannot guarantee any information provided to, or obtained by, SPS can be held in confidence.

25.0 CONDITIONS PRECEDENT

25.1 Despite any other provision of this RFP, SPS advises the Work is conditional upon internal project review and SPS obtaining project funding, permits and approvals on terms and conditions satisfactory to SPS.

SECTION F – SPECIAL TERMS AND CONDITIONS

26.0 ELIGIBILITY TO PARTICIPATE

26.1 Through a Request for Expressions of Interest (**RFEOI**) issued by SPS (Ref: 1887-001-2024-001), only the following entities are qualified to participate in this RFP:

- (a) ADGTech Solution Inc.
- (b) Cheeky Monkey Media Inc.
- (c) Digital Convergence Canada
- (d) ImageX
- (e) Mad Hatter Technology;
- (f) Optsay Inc.
- (g) Yulcome Technologies Inc.

26.2 When evaluating proposals, SPS may consider, and rely on, a Proponent’s submission in response to the RFEOI.

26.3 If a Proponent wishes or requires to change any key personnel identified in its RFEOI submission (adding, deleting or replacing personnel or making material changes to project team structure), the Proponent must, identify such changes in their Proposal. SPS reserves the right, at its sole and absolute discretion, to accept or reject any proposed changes to the Proponent’s key personnel.

27.0 CONDITION TO RECEIVE DOCUMENTS

27.1 Given the nature of the project and the need to maintain certain project information confidential, additional details will be provided to Proponents on the condition that Proponents agree to preserve the confidentiality of that information. Proponents should return a completed Confidentiality Agreement (Appendix 1) by the date set out on the cover page and in accordance with the instructions on the Confidentiality Agreement. **Failure to do so will result in failure to receive documents pertinent to, and required for, the Proponent’s Proposal.**

PART 2
SCOPE OF WORK / SPECIFICATIONS

A. SCOPE OF WORK

1. Background

Surrey Police Service (SPS) is the second largest municipal police agency providing policing services to Surrey. Within Metro Vancouver, Surrey is the largest city in land area, and second most populous city.

SPS is seeking a website development company to provide services for website enhancements, feature developments, and CMS security and maintenance for surreypolice.ca and surreypoliceboard.ca, both sites built in Drupal CMS. Proponents will also be required to maintain SPS' current infrastructure and aid in the planning and creation of a new website once SPS becomes the police of jurisdiction for the City of Surrey (the City) on November 29, 2024.

The focus of surreypolice.ca is to inform the public of transition information, and recruit new and experienced officers to join SPS. As the transition continues, there will be a need to redevelop and restructure the website to serve as an operational police site, with important functional requirements such as: reporting a crime, how to access important services like fingerprinting or police reports, and accessible maps and crime statistics. As SPS progresses, the scope of work for this project will include maintaining the current web infrastructure and guiding our team on the planning and execution as we shift to police of jurisdiction.

The surreypoliceboard.ca site also requires important enhancements and a site structure overhaul to assist in creating a more user-friendly interface. There will also be changes needed in the police board's infrastructure in conjunction with the police of jurisdiction web project.

The proponent must be agile and open in supporting Drupal sites on an open-source CMS while maintaining security and service expectations.

2. Target State

Application support ability and capacity will need to include:

Drupal CMS Maintenance

- Manage and deploy routine updates for Drupal Core and installed modules
- Provide tiered support for defects and issues affecting the normal operations of the website for public and staff users
- Provide support on critical incidents, service interruptions
- Have proven experience working within cloud hosting environments to support tasks related to website hosting configuration.

Features and Enhancements

The proponent must have capacity for small to medium size projects for feature enhancements requests.

- Support requests for application feature enhancements or functionality changes.
- When solutions require front end development, provide mockups and be able to work from SPS provided designs.
- Propose solutions which comply with WCAG accessibility standards.

- Utilize open-source solutions for modules and themes.
- Collaborate with broad and diverse teams including external vendors

Support Approach

- All requests must be traceable back to the base requirements with a dedicated request process with final approval and sign off given only when base requirements are met.
- A clear definition of the proponent's tiered support process for issue response time including critical emergency issues.
- Proponent must provide information on the steps they are taking, including clear and reasonable timelines to resolve the issue after any investigation or analysis has been provided.
- Proponent must clearly define hours and effort worked for maintenance separate from feature enhancements.

3. Term

The term of the Agreement is expected to be for a three (3) year period, with the potential for two (2) – one year renewals at the option of SPS.

**PART 3
CONTRACT TERMS**

See separate attachment "Part 3 – General Services Agreement"

**PART 4
FORM OF PROPOSAL**

See separate attachment "Part 4 – Form of Proposal"