



REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

Title: Automated Rule-Based Zoning Bylaw Compliance Tool

Reference No.: 1220-050-2023-010

FOR PROFESSIONAL SERVICES

(General Services)

Issue Date: October 13, 2023

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REQUEST FOR EXPRESSIONS OF INTEREST AND STATEMENTS OF QUALIFICATIONS

1 INTRODUCTION

1.1 Purpose

The City of Surrey (the “**City**”) is interested in receiving submissions (the “**Submissions**”) from respondents (the “**Respondents**”) who have experience in providing solutions and services that streamline the review of building plans for new single family dwelling applications (the “**Services**”) for municipalities, public institutions or other organizations that deal with residential permit applications.

1.2 Challenge Statement

The City seeks to improve and/or automate aspects of its plan review regulatory compliance process, with an initial focus on new single family building permits (in Zones RH, RF and RF-13), in any or all of the following key focus areas:

- **Streamline Plan Reviews:** Streamline and/or automate evaluating a set of plans for compliance with the City’s Zoning Bylaw, particularly by identifying potential conflicts and deficiencies related to Surrey regulation such as, but not limited to: maximum building heights, density and setbacks;
- **Reduce Review Efforts:** Increase plan review processing capacity by reducing effort needed to review regulatory compliance, leveraging computer vision and/or Artificial Intelligence where appropriate;
- **Increase Consistency of Reviews:** Improve the consistency of plan reviews and the relationships between the Zoning Bylaw, business rules and site conditions (e.g. corner lot);
- **Integrate with Existing Platforms:** Integrate with and leverage data on an ongoing basis from City platforms including Land Management System (AMANDA), Digital Permitting Portal (Citizen Portal), Bluebeam, GIS/COSMOS Mapping, and the Zoning Bylaw;
- **Reduce wait-time and re-submissions:** Reduce the time that applicants wait to receive initial permit review and contact from plan reviewers, preferably with options for applicants to pre-assess their drawings prior to application;
- **Process Digital Files:** Provide a user-friendly and intuitive interface for the compliance review of digital plans, focusing on vector-based PDF format, with options to leverage other industry standard.
- **Promote User Adoption:** Design the Solution with functionalities and an interface that encourages easy adoption and ongoing use by both City staff and external applicants.

1.3 Scope

For the purposes of this RFEI/SOQ, the main focus is evaluating plan compliance to setback, density, and building height requirements for zones RH, RF and RF-13. Ability to evaluate compliance on additional zoning requirements in these zones is a plus.

If Respondents choose to demonstrate digital compliance for additional zoning requirements (reference Schedule A, section 5), or British Columbia Building Code, the City would consider this a plus. Potentially, after this RFEI/SOQ is completed, a

Respondent's Solution may be expanded in order to check compliance in additional zones for different building types.

During the PoC, Respondents should leverage City data, including zoning and plot information available on GIS/COSMOS.

1.4 Definitions

In this RFEOI/SOQ the following definitions shall apply:

- (a) **"BC Bid Website"** means www.bcbid.gov.bc.ca;
- (b) **"Challenge Statement"** has the meaning set out in Section 1.2;
- (c) **"City"** means the City of Surrey;
- (d) **"City Representative"** has the meaning set out in Section 3.4;
- (e) **"City Website"** means www.surrey.ca;
- (f) **"Date"** has the meaning set out in Section 3.3;
- (g) **"Evaluation Team"** means the team appointed by the City;
- (h) **"Preferred Respondent(s)"** means the Respondent(s) selected by the Evaluation Team;
- (i) **"PoC"** has the meaning set out in Section 2;
- (j) **"Respondents"** (individually the "Respondent") means an entity that submits a Submission in response to the RFEOI/SOQ issued by the City;
- (k) **"RFEOI/SOQ"** means this Request for Expressions of Interest and Statements of Qualifications;
- (l) **"Services"** has the meaning set out in Section 1.1;
- (m) **"Software"** has the meaning set out in Section 2;
- (n) **"Solution"** has the meaning set out in Section 2; and
- (o) **"Submission"** means a submission submitted in response to this RFEOI/SOQ.

2 SELECTION PROCESS

This section describes the selection process that the City intends to use to select a Preferred Respondent or Preferred Respondents. This RFEOI/SOQ will serve to prequalify Respondents with the necessary experience in order to develop a digital plan compliance checker that can answer the Challenge Statement (the **"Solution"**).

Once the City receives Submissions and undertakes the evaluation process described in Section 5, a number of Respondents will be shortlisted to provide demonstrations of their out-of-the-box software (whether on-premise software or cloud-based) (the “**Software**”). Respondents that are shortlisted for a demonstration may be further shortlisted to participate in a proof of concept process (the “**PoC**”), so as to develop the Software into a Solution.

For Respondents with a viable PoC solution, the City may: (i) shortlist Respondents to participate in a subsequent competitive process or (ii) enter into discussions to directly negotiate an agreement.

The City reserves the right to accept or reject any or all responses to this RFEOI/SOQ.

3 INSTRUCTIONS TO RESPONDENTS

3.1 Address for Submission Delivery

The Respondent should submit the Submission **electronically** in a single PDF file which must be received by the City by email at: purchasing@surrey.ca.

Confirmation of receipt of email will be issued. Submissions that cannot be opened or viewed may be rejected. A Respondent bears all risk that the City’s receiving equipment functions properly so that the City receives the Submission.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Respondents should phone 604-590-7274 to confirm receipt.

3.2 Information Meeting

An information meeting will be hosted by the City Representative to discuss the City’s requirements under this RFEOI/SOQ (the “Information Meeting”). While attendance is at the discretion of Respondents, Respondents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFEOI/SOQ a meeting has been scheduled as follows:

When: **October 24th, 2023**

Where: **Microsoft Teams**, email purchasing@surrey.ca to RSVP and to receive the invitation link.

Time: **10:00 am to 11:00 am Local Time**

3.3 Date

The City would prefer to receive Submissions on or before November 2, 2023 (the “**Closing Date**”).

3.4 Inquiries

All inquiries related to this RFEOI/SOQ should be directed in writing to the applicable person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

Email: purchasing@surrey.ca

Reference No.: 1220-050-2023-010

Inquiries should be made no later than seven (7) business days before the Closing Date. The City reserves the right not to respond to inquiries made within seven (7) business days of the Closing Date. Inquiries and responses will be recorded and may be distributed to all Respondents at the discretion of the City.

Respondents finding discrepancies or omissions in the RFEOI/SOQ documentation or having doubts as to the meaning or intent of any provision should immediately notify the City Representative. If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue an addendum in accordance with Section 3.5. No oral conversation will affect or modify the terms of this RFEOI/SOQ nor be relied upon by any Respondent.

3.5 Addenda

If the City determines that an amendment is required to this RFEOI/SOQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFEOI/SOQ. It is the responsibility of Respondents to check the Websites for addenda. The only way this RFEOI/SOQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFEOI/SOQ or may be relied upon by any Respondent. By delivery of a Submission, the Respondent is deemed to have received, accepted and understood the entire RFEOI/SOQ, including any and all addenda.

3.6 Status Inquiries

Information related to the status of this RFEOI/SOQ, including whether or not a Respondent has been selected, will be posted to the City Website; status inquiries should not be directed to the City Representative.

4 SUBMISSION FORM AND CONTENTS

4.1 Form of Statements of Qualifications

Respondents should include the information below in their Submission.

A. Lead Firm Profile

- Firm name & address of lead firm.
- List of relevant completed projects, including short project descriptions for the three most relevant projects, and an approximate total volume of related work for the last five years (organized by year, in Canadian dollars).
- List of similar or related projects currently underway.

B. Proposed Project Team

- List a short profile of possible team members (role, qualifications, related experience) and other possible firms. CVs are not required. Please note the RFP, should one be initiated, will provide more detail about the expertise that will be expected. At this stage, the City is interested in understanding more about lead firms and their proposed partners that may be drawn upon to deliver the Solution. Recognizing that the expertise in certain specialties of technical solution architects may be limited, there may be overlap in team composition amongst project teams.
- References (project, client name and contact information only).
- List of projects completed in past the 5 years.

C. Additional Information

- General overview of the lead firm's approach to answering the Challenge Statement.
- How the proposed Solution will satisfy the evaluation criteria described in sections 5.2.4(a) and 5.2.4(b).
- Provide a general statement on the lead firm's approach to handling security and privacy issues.

Respondents can provide other information that is not requested here but which you think the City of Surrey should consider in evaluating your firm/team and the proposed Solution.

4.2 Signature

The Submission should be signed by a person authorized to sign on behalf of the Respondent and include the following:

- (a) If the Respondent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Submission should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Submission on behalf of the corporation is submitted;
- (b) If the Respondent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included,

and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Respondent is an individual, including a sole proprietorship, the name of the individual should be included.

5 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of Submissions will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Respondent or Preferred Respondents to the City. Such discussions will not in any way create a binding contract between the City and any such Respondents.

5.2 Evaluation Stages and Criteria

5.2.1 Initial Evaluation of Submissions

Respondents may be shortlisted following evaluation of their Submissions.

5.2.2 Demonstration

Shortlisted Respondents will be asked to demonstrate how their Software can answer the Challenge Statement and streamline the digital compliance process. Through a demonstration via Microsoft Teams, the Respondents will showcase their Software and its abilities to facilitate the plan review process, focusing on Zoning Bylaw rule-based compliance, including building height, density and setbacks.

5.2.3 Proof of Concept (PoC)

Based on the demonstrations, the City will select one or more shortlisted Respondents to participate in the PoC. The Respondents are expected to create their Solution in collaboration with the City's business and technical subject matter experts following an agile product development framework, iteratively validating the proposed Solution's features with the City's team. The Respondents are expected to demonstrate at the end of the PoC how their proposed Solution meets the Challenge Statement. Further details on the PoC are provided in Schedule A, section 3.

5.2.4 Evaluation Criteria

For each stage of the evaluation, the Evaluation Team will compare and evaluate all Submissions to determine the Respondent's strength and ability to provide the Services

the City requires. In order to determine the Submission(s) which are most advantageous to the City, the City will use the following criteria:

- (a) The Software's capabilities in assessing compliance of residential building plans to the City of Surrey's Zoning Bylaw;
- (b) Respondent's Software robustness and reliability, ability to customize the software to the City's business workflows and needs, ability to integrate to the City's existing business applications and technical platforms, and technical expertise to support the City in implementation;
- (c) Respondent's business and technical reputation and capabilities and experience of its personnel and project team;
- (d) Respondent's business experience and expertise in a municipal environment or other government entities;
- (e) Respondent's ability to address the City's Challenge Statement; and
- (f) Respondent's ability to meet the City's privacy and security policies. Please note that all proposed Solutions that complete the PoC stage will need to pass the City's privacy and security review(s).

Additionally, Respondents that complete the PoC process may be requested by the City to provide financial information regarding continued use of the proposed Solution. This financial information should be broken down into categories such as licensing, maintenance, training, etc., and may be considered by the City in selecting a Preferred Respondent or Preferred Respondents.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Submissions by comparing one Respondent's Submission to another Respondent's Submission. All criteria considered will be applied evenly and fairly to all Submissions.

5.3 Evaluation Process

To assist in the evaluation of Submissions, the Evaluation Team may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the project and background investigations of the Respondent, and any subcontractors proposed in the Submission, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Submissions;
- (b) seek clarification or additional information from any, some, or all Respondents with respect to their Submission, and consider and rely on such supplementary information in the evaluation of Submissions;

- (c) request interviews/presentations with any, some, or all Respondents to clarify any questions or considerations based on the information included in Submissions, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Submissions; and
- (d) seek confirmation that the inclusion of any personal information about an individual in a Submission has been consented to by that individual.

The Evaluation Team is not obligated to complete detailed evaluations of all Submissions and may, after completing a preliminary review of all Submissions, identify and drop from any detailed evaluation any Respondent which, when compared to the other Respondent, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Respondent.

5.4 Litigation

In addition to any other provision of this RFEOI/SOQ, the City may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiates legal action.

In determining whether or not to reject a Submission under this section, the City will consider whether the litigation is likely to affect the Respondent's ability to work with the City, its consultants and representatives and whether the City's experience with the Respondent indicates that there is a risk the City will incur increased staff and legal costs in the administration of an agreement if it is awarded to the Respondent.

6 GENERAL CONDITIONS

6.1 No City Obligation

This RFEOI/SOQ is simply an invitation for Submissions for the convenience of all parties. It is not a tender or a request for proposals and does not commit the City in any way to pre-qualify a Respondent(s), and the City reserves the complete right to at any time reject all Submissions, and to terminate this RFEOI/SOQ process.

6.2 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing, and submitting a Submission, as well as for (except during the PoC) any meetings, negotiations or discussions with the City or its representatives. Each shortlisted Respondent that advances to the PoC may be compensated up to \$50,000.00, based on time and effort expended during the PoC, payable at the end of the PoC. In order to receive compensation, Respondents shall provide substantiation to the City in the form of hourly rate(s), number of hours worked and the final timeline of the PoC development.

The City and its representatives, agents, consultants and advisors will not be liable to any Respondent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in

preparing and submitting a Submission, or participating in subsequent proposal requests, negotiations for an agreement, or other activity related to or arising out of this RFEOI/SOQ.

6.3 No Agreement

By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ, prior to the signing of a formal written agreement.

6.4 Conflict of Interest

A Respondent shall disclose in its Submission any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

6.5 Solicitation of Council Members and City Staff

Respondents and their agents will not contact any member of the City Council and City staff with respect to this RFEOI/SOQ, other than the City Representative and the City Working Group (as identified in Section 3.1 of Schedule A) during the PoC, at any time prior to the award of an agreement or the cancellation of this RFEOI/SOQ, and which could be viewed as one Respondent attempting to seek an unfair advantage over other Respondents.

6.6 Confidentiality

All Submissions become the property of the City and will not be returned to the Respondent. All Submissions will be held in confidence by the City unless otherwise required by law. Respondents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

7 CITY DISCLAIMER

- (a) The information in this RFEOI/SOQ and any further supporting documentation is provided for reference purposes only. It is the responsibility of interested parties to confirm the accuracy and applicability of this information. All costs related to updating or acquiring additional information shall be born solely by the Respondent. The information contained in this RFEOI/SOQ has been prepared, in part, on information provided by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFEOI/SOQ, each Respondent remises, releases, and forever discharges the City and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have, or may hereafter have arising out of any information contained herein. Any party who intends to submit a response to this RFEOI/SOQ is specifically invited to independently verify the accuracy of the information contained herein.
- (b) The City shall not be obligated to review or accept any Submission and may reject any or all Submissions without giving reasons therefore.

- (c) All negotiations and discussions with Respondents are on a “without prejudice” basis and cannot be construed as an agreement, and/or otherwise unless
- (d) expressly approved by City Council and a written agreement is signed by the City.
- (e) The City may negotiate with any one or more of the Respondents without having any duty or obligation to advise or allow any other Respondents to vary their Submission or otherwise negotiate with the City.
- (f) The City may enter into discussions to clarify issues related to any Submission. If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached, the City may give notice terminating discussions, but is under no obligation to do so.
- (g) The City does not authorize any other person or agency to represent the Project on its behalf without the prior written approval of the City.
- (h) By submitting a Submission and participating in the process as outlined in this RFEOI/SOQ, Respondents expressly agree that no contract of any kind is formed under, or arises from, this RFEOI/SOQ process.

8 DISCLAIMER

Notwithstanding anything contained herein, the Respondent agrees that he shall take all necessary steps to confirm the accuracy of this RFEOI/SOQ and agrees that the City shall have no liability whatsoever in respect of any losses or damages of any kind howsoever arising in relation to this RFEOI/SOQ.

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SCHEDULE A – SCOPE OF SERVICES

1. SCOPE OF SERVICES

The City of Surrey (the “City”) is seeking innovative Solutions that focus on Zoning Bylaw compliance. The Services should provide applicants and/or City staff with increased awareness of the City’s zoning regulations, and enable the identification of potential conflicts with regulatory elements of the plan review process for a building permit application.

By automating a portion of the plan review process, the City aims to shorten the permitting wait times and increase the number of permits issued, to ultimately accelerate the construction of homes each year.

2. PROJECT BACKGROUND

Similar to other municipalities in Metro Vancouver, the City is facing significant pressure in its housing system. The *Housing Needs Report* released in April 2022 shows that over the next ten years, Surrey will need 18,600 new home ownership units and 22,600 new rental units. Surrey’s population is growing rapidly, and these numbers highlight the ongoing and persistent housing gaps in Surrey, as well as reflect the general housing pressures facing the region. The projections estimate that Surrey will continue growing faster than the regional average in the coming years. For this reason, urgent action is needed to increase the housing stock for one of Metro Vancouver’s rapidly growing cities. Details of the Housing Needs Report can be found here: <https://www.surrey.ca/sites/default/files/media/documents/Surrey-Housing-Needs-Report-Executive-Summary-03-2022.pdf>

The City continues to be a destination for investment in housing and processes a high volume of building permit applications each year. In 2022, through the permitting process, 4,480 net dwellings were built to house Surrey’s growing community. Details about the City’s development statistics are available here: <https://www.surrey.ca/renovating-building-development/land-planning-development/development-statistics>

2.1. Current State:

In 2021, the City implemented the *Guaranteed Permitting Timelines*, seeking to provide a 10-week review time for complete Single-Family Building permits. This Guarantee does not include time to address deficiencies outlined in the application review process. Information about this program can be found at www.surrey.ca/permittimelines

Since the end of the COVID-19 pandemic, staff have noted a significant decrease in the quality of single-family building permit applications, with increased re-submissions and prolonged time to issue a permit.

Each year, the City issues approximately 800 new single-family building permits. A single-family dwelling application takes staff an average of 3 hours for the initial review. This review time can fluctuate depending on the complexity of the house design or property features. Approximately 50% of the total initial plan review is taken up by the Zoning Bylaw compliance check which is repetitive with moderate complexity. Data collected regarding initial submission deficiencies identified density, in particular the massing of the upper floor, setbacks on the property and building height as the most common Zoning Bylaw non-compliance items. Additional staff time is

spent reviewing re-submissions for compliance, based on deficiencies identified in the initial review.

2.2. Target State:

The City is aiming to streamline the plan review time from current level to a guaranteed processing time of 10 weeks from building permit application submission to initial review. Automating portions of the Zoning Bylaw compliance would have significant positive impact on the permitting process, with each plan reviewer spending less time on each application. Automation also reduces human interpretation issues, reducing “late hits”, and improving the overall speed and reliability of the process.

Through this RFEOI/SOQ process, the City seeks to identify suitable solutions to:

- improve the digital compliance of building permit applications, focusing on new single-family permit applications;
- improve the applicant’s experience;
- reduce wait times; and
- accelerate the construction of homes.

The City hopes to enhance its reputation and image in the construction industry, and with the public, by being an early adapter of technology solutions that inject efficiency into municipal government permitting process. This process improvement will also help enhance staff satisfaction by allowing staff to focus on higher-value tasks and freeing additional time for meaningful interactions with applicants and designers.

2.3. Critical Use Cases

Below are example scenarios that the City would like the Solution (at the end of the PoC) to address:

1. **Massing of the upper floor:** the maximum permitted floor area of a second storey for a principal building must not exceed 80% of the floor area of the first storey including attached garage and that portion of any porch or veranda at the front that is covered by a roof and visible from the front of the property.
2. **Setbacks on the property:** Setbacks are the minimum distance a building or structure must be located from the property lines. For a single-family house in Surrey, the setbacks can vary depending on the specific zoning of the property.
3. **Maximum Building Height:** The maximum building height for a single-family home in Surrey is 9 metres (approximately 29.5 feet). However, this can vary depending on the specific zoning of the property and roof types.

3. PROOF OF CONCEPT

The City is looking to shortlist Respondents for an 8-week PoC engagement.

3.1. The City's PoC Collaboration Process

Short-listed Respondents will be invited to work collaboratively with our team of business and technology subject matter experts (the "City Working Group"), following an agile scrum product development framework. Respondents will start with understanding a particular business problem and then build, while iteratively validating its features with the City through a Proof of Concept process ("PoC") to demonstrate feasibility of the Respondent's proposed Solution. The City's sprints are two-weeks long and the City expects that the PoC can be delivered within 8-weeks or 4 sprints.

The City will work in tandem with the shortlisted Respondents in the following capacities:

- Work with the City Working Group is expected to occur during the City's business hours: 8:30 AM to 4:30 PM PST.
- Meetings are expected to be conducted over Microsoft Teams.
- Access to Teams chats and Microsoft SharePoint Sites could be enabled, if required, for collaboration between the City Working Group and Respondents.
- The official method of communication is by email.
- A City working group point of contact will be provided at the beginning of the PoC.

The City is looking for Respondents to guide the PoC development process and Respondents are encouraged to ask questions as they relate to the City's target state and PoC deliverables.

3.2. Deliverables

The City will choose a set of plans that will be used to test the Respondent's proposed PoC.

The Respondent will be required to:

- Install and configure their Software for use during the PoC;
- Grant the City Working Group access to, and licenses to use, the Software;
- Show the City Working Group how to use the Software;
- Work collaboratively with the City Working Group to refine the software's configuration based on a defined set of bylaw rules, particularly zones RH, RF, RF-13;
- Facilitate reliable digital review and compliance on the majority of (if not all) zoning considerations in the zones requested.
- Share automation logic programmed into the Software to show what rules and criteria will be used by the Software to arrive at outcomes;
- Output a document that provides a summary of compliance for each plan evaluated. The summary document should show what zoning rules were analyzed and the outcome assigned by the tool. It should be in a format that can be verified by staff (PDF, MS Word, MS Excel, etc.).
- Answer relevant software-related questions raised within the duration of the PoC;
- Perform a final demonstration to City leadership to show the how the final, configured Solution answers the Challenge Statement.

4. PROJECT TIMELINE

Activity	Date
Information Session	October 24, 2023
Closing Date	November 2, 2023
Clarification Interviews and/or Demonstrations	November 6, 2023
Respondents notified and selected to participate in the PoC	November 13, 2023
Proof of Concept begins	November 27, 2023
Proof of Concept ends	January 26, 2024
Respondents notified/shortlisted	February 16, 2024

Note: All line items of the above noted project timeline schedule are subject to change at the sole and absolute discretion of the City based on the actual timelines of preceding activities. **Please note that City Hall will be closed from Friday, December 22, 2023 through to the start of the workday on Tuesday, January 2, 2024.**

5. FURTHER INFORMATION

- **Surrey Zoning Bylaw 12000**

Contains the regulations for each type of zoning in Surrey. All properties in Surrey have a legal zoning classification that specifies the types of buildings allowed, the uses or activities that can take place on that property, and other regulations including building size, siting on the property, parking, how close you can build next to a watershed, and more.

https://www.surrey.ca/sites/default/files/bylaws/BYL_Zoning_12000_1.pdf

- **City of Surrey Mapping Online System (COSMOS)**

Access the city map, infrastructure map, property map, property reports, and property zoning information, etc. Respondents may download data from COSMOS to be ingested by their corresponding digital compliance software.

<https://www.surrey.ca/services-payments/online-services/maps-cosmos>

[The successful Respondents will be required to sign the City's Non-Disclosure Agreement and Privacy Protection Schedule prior to participating in the PoC.]

ATTACHMENT 1 – CONFIDENTIALITY AGREEMENT

PROJECT TITLE: Automated Rule-Based Zoning Bylaw Compliance Tool

Reference No.: 1220-050-2023-010

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue,
Surrey, B.C., V3T 1V8

(the “**City**”)

OF THE FIRST PART

AND:

(Insert Full Legal Name and Business Address)

(the “**Consultant**”)

OF THE SECOND PART

WHEREAS:

- A. The Consultant and the City acknowledge that the process of the Consultant having access to information will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Consultant. In this Confidentiality and Non-disclosure Agreement (“Confidentiality Agreement”) confidential information (the “Confidential Information”) means any information regarding potential City land sites, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B. The Consultant, upon executing this Confidentiality Agreement, has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with this Confidentiality Agreement.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1. The Consultant shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Consultant acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, except as contemplated herein, will cause the City

substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Consultant hereby consents to the granting of such equitable and injunctive relief.

2. The Consultant shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as specified by the City, unless expressly authorized in writing to do so by the City, provided however, the Consultant may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Consultant's directors, officers, employees, and sub-consultant who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Consultant divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-consultant, the Consultant shall inform each of the said directors, officers, employees, and sub-consultants of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Consultant set out in this Confidentiality Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-consultants to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Consultant agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Confidentiality Agreement.
4. The Consultant shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include a reasonable degree of care, and not less than that which the Consultant utilizes to protect its own confidential information of a similar nature.
5. The Consultant shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Consultant shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Consultant may require pursuant to this Confidentiality Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Consultant, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request. Notwithstanding the foregoing, the Consultant may retain one (1) copy of all Confidential Information in the files of its general counsel for the sole purpose of ascertaining its rights and obligations in the event of a dispute hereunder, provided, however, that such retained Confidential Information shall be held in accordance with the confidentiality requirements of this Confidentiality Agreement.
7. The Confidential Information received by the Consultant and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the

Consultant forthwith upon demand by the City, with the exception of one (1) copy, consistent with Section 6 herein.

8. The Consultant acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Consultant further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Consultant in performance of this Confidentiality Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Consultant shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Consultant, the Consultant shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Consultant acknowledges and agrees that nothing in this Confidentiality Agreement does or is intended to grant any rights to the Consultant under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Confidentiality Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Consultant the terms of this Confidentiality Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Confidentiality Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Consultant hereby acknowledges that the obligations imposed on the Consultant hereunder shall survive the termination of the Consultant's dealings or engagement with the City.
12. The Consultant represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Confidentiality Agreement.
13. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Consultant and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Confidentiality Agreement shall be deemed to be waived by the City and no breach of this Confidentiality Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

[The successful Respondents will be required to sign the City's Non-Disclosure Agreement and Privacy Protection Schedule prior to participating in the PoC.]

ATTACHMENT 2 – PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule:

- (a) **“access”** means disclosure by the provision of access;
- (b) **“Act”** means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, including any regulation made under it, as may be amended or replaced from time to time;
- (c) **“Agreement”** means the agreement between the City and the Contractor to which this Schedule is attached;
- (d) **“business day”** means any day that is not a Saturday, Sunday or statutory holiday;
- (e) **“City”** means the City of Surrey;
- (f) **“contact information”** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (g) **“Contractor”** means the person retained to perform the services under the Agreement;
- (h) **“personal information”** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement;
- (i) **“privacy course”** means the City’s online privacy and information sharing training course or another course approved by the City; and
- (j) **“third party request for disclosure”** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
- (k) **“service provider”** means a person retained under a contract to perform services for a public body; and
- (l) **“Third Party Hosting Provider”** means a third party that provides a platform or hosting service through which the Contractor delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the City to comply with the City's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that:
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the City; and
 - (c) unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
5. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the City provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the City otherwise directs in writing.
6. Unless the Agreement otherwise specifies or the City otherwise directs in writing, where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and

- (c) the contact information of the individual designated by the City to answer questions about the Contractor's collection of personal information.

Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

- 9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the City to make a decision that directly affects the individual the information is about.

Requests for Access to Information

- 10. If the Contractor receives a request for access to personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City unless the Agreement expressly requires the Contractor to provide such access. If the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

- 11. Within 5 business days of receiving a written direction from the City to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 12. When issuing a written direction under section 11, the City must advise the Contractor of the date the correction request was received by the City in order that the Contractor may comply with section 13.
- 13. Within 5 business days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the City, the Contractor disclosed the information being corrected or annotated.
- 14. If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the City, by supporting the City with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the City in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the City upon request.
19. The Contractor will not authorize or assist a Third Party Hosting Provider to access any personal information without the prior written approval of the City.

Retention of Personal Information

20. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the City in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

21. Unless the City otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

22. Where the Contractor has or generates metadata as a result of services provided to the City, where that metadata is personal information, the Contractor will:

- (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
- (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

23. Unless the City otherwise directs in writing, the Contractor may only disclose personal information to any person other than the City if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

24. If in relation to personal information, the Contractor:

- (a) receives a third party request for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third party request for disclosure,

subject to section 25, the Contractor must immediately notify the City.

25. If the Contractor receives a third-party request described in section 24(a) or (b) but is unable to notify the City as required by section 24, the Contractor must instead:

- (a) use its best efforts to direct the party making the third party request for disclosure to the City;
- (b) provide the City with reasonable assistance to contest the third party request for disclosure; and
- (c) take reasonable steps to challenge the third party request for disclosure, including by presenting evidence with respect to:
 - (i) the control of personal information by the City as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the City;
 - (iii) the conflict between the Act and the third party request for disclosure; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third party request for disclosure.

Notice of Unauthorized Disclosure

26. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the City.

27. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly

notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Inspection of Personal Information

28. In addition to any other rights of inspection the City may have under the Agreement or under statute, the City may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and Directions

29. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the City under this Schedule.
30. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
31. The Contractor will provide the City with such information as may be reasonably requested by the City to assist the City in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

32. If for any reason the Contractor does not comply or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

33. In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
35. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor

must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

- 36. This Schedule will supersede and replace any Privacy Protection Schedule attached to any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement.
- 37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 38. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 39. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
- 40. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

This Privacy Protection Schedule is accepted and agreed to on this _____ day of _____, 202_.

I/We have the authority to bind the Consultant.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Business Email Address: _____

Business Telephone: _____

Business Facsimile: _____

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